



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Meeting Agenda

### Town Council

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Tuesday, May 12, 2026

6:30 PM

Council Chambers

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#### 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

6:30 p.m.

#### II. Roll Call

#### III. Approval of the Agenda

#### IV. Consent Agenda

6:30-6:35 p.m

[2026-328](#) Approval of the April 28, 2026 Town Council Meeting Minutes

**Attachments:** [04-28-2026 Council Minutes](#)

[2026-25](#) Police Week and Peace Officers' Memorial Day Proclamation; Sponsors Council Members Brian O'Connor & Anil Pesaramelli

**Attachments:** [Proclamation](#)

[2026-224](#) Asian American, Native Hawaiian, and Pacific Islander Heritage Month Proclamation; Sponsor(s): Council Members Anil Pesaramelli, Brian O'Connor, and Emily Baer

**Attachments:** [Proclamation](#)

[2026-230](#) A Proclamation Recognizing Public Works Week; Sponsored by Council Member Baer

**Attachments:** [Proclamation](#)  
[Public Works Week Poster](#)

[2026-284](#) Proclamation: 2026 Building Safety Month; Sponsor(s): Mayor Pro Tem Brandon Bell and Council Member Dan Hoback

**Attachments:** [Proclamation](#)

[2026-131](#) A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Burns & McDonnell for the Zone

## 3 Tank and Systems Improvements Project

**Attachments:** [Resolution 26-093](#)  
[Agreement](#)

[2026-229](#) A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with Western Plains Construction for the 2026 Street Maintenance - Phase 2

**Attachments:** [Construction Contract](#)  
[Resolution 26-091](#)

[2026-258](#) A Resolution of the Town Council of the Town of Erie Appointing Members to the Airport Economic Development Advisory Board, the Historic Preservation Advisory Board, the Open Space and Trails Advisory Board, the Sustainability Advisory Board, and the Tree Advisory Board

**Attachments:** [Resolution 26-074](#)  
[AEDAB Applications](#)  
[HPAB Applications](#)  
[OSTAB Applications](#)  
[SAB Applications](#)  
[TAB Applications](#)  
[Recommended Appointments & Term List](#)

[2026-302](#) A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services Under Cooperative Purchase Agreement with Star Playgrounds for Playground Equipment at Coal Miner Park

**Attachments:** [Agreement for Services Under Cooperative Purchase Agreement](#)  
[Resolution 26-094](#)

[2026-306](#) A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Professional Services Agreement with D2C Architects, Inc. for the Erie Police Department Expansion and Remodel Project Design (P24-519)

**Attachments:** [Resolution 26-095](#)  
[Second Amendment](#)

[2026-318](#) A Resolution of the Town Council of the Town of Erie Approving a Data Sharing and License Agreement with the Colorado Department of Labor and Employment for Quarterly Census of Employment and Wages Data

**Attachments:** [Resolution 26-092](#)  
[Agreement](#)

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

6:35-6:45 p.m.

*(This agenda item provides the public an opportunity to discuss items that are not on the agenda or consent agenda items only. The Town Council is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.)*

## VI. General Business

[2026-319](#) A Resolution of the Town Council of the Town of Erie Declaring a Stage 2 - Watch Condition under Erie's Drought and Water Supply Shortage Plan

**Attachments:** [Resolution 26-097](#)  
[Memo](#)  
[Final 2021 Drought and Water Supply Shortage Plan 5.12](#)  
[Drought Stage 2 Recommendation](#)  
[Drought Stage Response Measure Tables](#)

6:45-7:05 p.m.

Presenter(s): *Todd Fessenden, Utilities Director*  
*Dylan King, Sustainability & Water Conservation Specialist*

[2026-317](#) Page Property Update & Discussion

**Attachments:** [Presentation](#)  
[April 13, 2026 Letter to Council Regarding the Page Property](#)

7:05-8:20 p.m.

Presenter(s): *Sarah Nurmela, AICP, Director of Planning & Development*  
*Luke Bolinger, Director of Parks & Recreation*

## VIII. Council Member Reports and Announcements

8:20-8:35 p.m.

## IX. Town Manager Report

8:35-8:40 p.m.

## XI. Town Attorney Report

8:40-8:45 p.m.

## XII. Adjournment

8:45 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](mailto: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](mailto: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: 5/12/2026**

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**File #:** 2026-328, **Version:** 1

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**SUBJECT:**

Approval of the April 28, 2026 Town Council Meeting Minutes

**DEPARTMENT:** Administrative Operations

**PRESENTER(S):** Debbie Stamp, Town Clerk

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

NA

**POLICY ISSUES:**

NA

**STAFF RECOMMENDATION:**

Approve the minutes of the April 28, 21026 Town Council Meeting.

**SUMMARY/KEY POINTS**

NA

**BACKGROUND OF SUBJECT MATTER:**

NA

**ATTACHMENT(S):**

1. 04-28-2026 Council Minutes



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Meeting Minutes

### Town Council

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Tuesday, April 28, 2026

7:45 PM

Council Chambers

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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

Mayor Moore called the meeting to order at 7:11 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

**Council Member Hoback made a motion to approve the Agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 7:13 p.m.**

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

#### IV. Consent Agenda

[2026-289](#) Approval of the April 14, 2026 Town Council Meeting Minutes

**Attachments:** [04-14-2026 Council Minutes](#)

[2026-309](#) Approval of the April 21, 2026 Town Council Special Meeting Minutes

**Attachments:** [04-21-2026 Special Meeting Minutes](#)

[2026-24](#) Mental Health Awareness Month Proclamation; Sponsor Council Members Brandon Bell & Brian O'Connor

**Attachments:** [Proclamation](#)

[2026-236](#) Older Americans Month Proclamation, Sponsor Council Members Emily Baer and Brian O'Connor

**Attachments:** [Proclamation](#)

[2026-290](#) Proclamation: 57th Annual Professional Municipal Clerks Week - May 3-9, 2026; Sponsored by Council Member O'Connor

**Attachments:** [Proclamation](#)

[2026-243](#) Economic Development Week Proclamation; Sponsored by Council Member O'Connor

**Attachments:** [2026 Proclamation](#)

[2026-104](#) A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Freese and Nichols, Inc., for a Water Strategic Plan Update

**Attachments:** [Agreement](#)

[Resolution 26-076](#)

[2026-184](#) A Resolution of the Town Council of the Town of Erie Appointing Members to the Board of Adjustment

**Attachments:** [Resolution 26-083](#)

[2026-254](#) A Resolution of the Town Council of the Town of Erie Approving a License Agreement with the City of Lafayette for a Temporary Detour of the Coal Creek Regional Trail

**Attachments:** [Lease Agreement](#)

[Resolution 26-072](#)

[2026-257](#) A Resolution of the Town Council of the Town of Erie Approving a Third Amendment to Construction Contract with A&M Renovations, LLC, for the Schofield Farm Barn Rehabilitation

**Attachments:** [Resolution 26-075](#)

[Original Contract](#)

[1st Amendment](#)

[2nd Amendment](#)

[3rd Amendment](#)

[2026-261](#) A Resolution of the Town Council of the Town of Erie Approving an

Agreement for Transfer of Federal Entitlement Funds from the Erie Municipal Airport to Steamboat Springs/Bob Adams Field

**Attachments:** [Transfer Agreement](#)  
[Resolution 26-080](#)

[2026-262](#) An Ordinance of the Town Council of the Town of Erie Approving a Permanent Easement Agreement Between Anderson South Farm LLC, Terminating an Existing Easement, and Granting a Replacement Easement

**Attachments:** [Agreement](#)  
[Context Maps](#)  
[Ordinance 015-2026](#)

[2026-263](#) An Ordinance of the Town Council of the Town of Erie Approving a Permanent Easement Agreement Between FARFRUMWURKING LLLP to Terminate an Existing Easement and Grant a Replacement Easement

**Attachments:** [Agreement](#)  
[Ordinance 016-2026](#)  
[Context Maps](#)

[2026-275](#) A Resolution of the Town Council of the Town of Erie Appointing Elizabeth Barajas as Assistant Municipal Judge of the Erie Municipal Court

**Attachments:** [Asst Judge Contract](#)  
[Elizabeth Barajas for packet](#)  
[Resolution 26-081](#)

[2026-277](#) An Ordinance of the Town Council of the Town of Erie Adopting and Amending the Town's Purchasing Policy

**Attachments:** [Purchasing Policy](#)  
[Ordinance 021-2026](#)

[2026-286](#) A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Agreement for Professional Services with Fox Tuttle Transportation Group, LLC for On-Call Multi-modal Transportation and Traffic Planning Services

**Attachments:** [Resolution 26-085](#)  
[First Amendment](#)  
[On-Call Agreement](#)

[2026-287](#) A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Agreement for Professional Services with DJ&A LLC for On-Call Multi-modal Transportation and Traffic Planning Services

**Attachments:** [Resolution 26-084](#)  
[First Amendment](#)  
[On-Call Agreement](#)

**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 7:16 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 opened Public Comment at 7:17 p.m.

The following spoke:

1. Diego spoke about the Caldwell Reservoir.

Shannon Milliken signed up to speak during the Public Safety for All Resident Proclamation; however, the Town does not typically take public comment during a proclamation. At 9:36 p.m., Mayor Moore noticed her in the room and because of her involvement in getting this proclamation completed, allowed her to speak.

Mayor Moore closed Public Comment at 7:19 p.m.

#### **VI. General Business**

[2026-260](#) PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Providing for the Supplemental Appropriation of Money to Various Funds for the 2026 Budget Year

**Attachments:** [2026 Capital Project Summary](#)  
[Change Request Summary](#)  
[Change Request Detail](#)  
[Fund Balance Summary](#)  
[Presentation](#)  
[Memo](#)  
[Schedule A](#)  
[Resolution 26-090](#)

Mayor Moore opened the Public Hearing at 7:19 p.m.

Sara Hancock, Director of Finance, presented the item at 7:19 p.m.

The following spoke:

1. Claire Scott

With no additional speakers in house or online virtually, Mayor Moore closed the Public Hearing at 7:46 p.m.

**Council Member Hoback made a motion to approve Resolution 26-090. Council Member Baer seconded the motion. The motion passed by the following vote at 7:46 p.m.**

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

[2026-301](#) Proclamation: Public Safety for All Residents of the Town of Erie;  
 Sponsored by Mayor and Town Council

**Attachments:** [Proclamation](#)  
[Proclamación en español](#)

The Town arranged for a translator to be available during the reading of this proclamation; however the meeting was running ahead of schedule so this item was moved to give the translator time to arrive. It was placed after Item 2026-260; PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Providing for the Supplemental Appropriation of Money to Various Funds for the 2026 Budget Year.

Mayor Moore read the proclamation at 7:52 p.m.

[2026-264](#) Public Hearing: 1) An Ordinance of the Town Council of the Town of Erie Approving the Rezoning a Portion of Property Within the Sierra

Vista Minor Subdivision to Community Mixed Use (CMU) and a Portion of the Property to Airport (AP)

2) A Resolution of the Town Council of the Town of Erie Accepting Dedications as Shown on the Sierra Vista Minor Subdivision No. 2 Plat

**Attachments:** [Ordinance 017-2026](#)  
[Resolution 26-088](#)  
[CMU and AP Use table](#)  
[Staff Presentation](#)  
[Staff Report](#)  
[Applicant Submittals](#)  
[Applicant Presentation](#)  
[Proposed Sierra Vista Minor Subdivision](#)  
[Proposed Sierra Vista Zoning Map](#)  
[Neighborhood Meeting Information](#)  
[Combined Reviews](#)  
[Broomfield Final Comment](#)  
[TC Public Hearing Notices](#)  
[Planning Commission Resolution No. PC26-06](#)  
[Resident Comment 04-24-2026 Tim Drnec - 3040 Cherokee Ct](#)

Mayor Moore opened the Public Hearing at 7:54 p.m.

Chris LaRue, Principal Planner, presented the item at 7:55 p.m.

Heidi Majerik, Gage Management, presented the applicant presentation at 8:07 p.m.

The following spoke:

1. Johan Morris
2. Tim Drnec
3. John Biard
4. Patty Anderson
5. Pamela Biard
6. Bryon Bednar

With no additional speakers in house or online virtually, Mayor Moore closed the Public Comment portion of the Public Hearing at 8:43 p.m.

The applicant withdrew their application at 9:20 p.m.

## VIII. Council Member Reports and Announcements

Council Members spoke about the Spring Clean Up Event which is this Saturday, Earth Day/Arbor Day turned out great, Erie Bee is gaining ridership, free landfill drop off begins tomorrow and ends next Wednesday, and a big thank you goes out to Shannon Milliken & the community for working with Council & staff to complete the Public Safety for All Residents of the Town of Erie proclamation.

**IX. Town Manager Report**

Meredyth Muth, Interim Town Manager, thanked board members & staff for the great Arbor Day/Earth Day event, the parklet patios are being installed tomorrow and the Farmer's Market begins next Thursday.

**X. Town Attorney Report**

Breana Meng, Town Attorney, had nothing to report.

**XI. Executive Session**

[2026-315](#)

EXECUTIVE SESSION to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); for which a topic cannot be disclosed without compromising the purpose of the executive session.

**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 9:49 p.m.**

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

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

**XII. Adjournment**

Approved \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
Town Clerk

**Translation Services**



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 5/12/2026**

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**File #:** 2026-25, **Version:** 1

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**SUBJECT:**

Police Week and Peace Officers' Memorial Day Proclamation; Sponsors Council Members Brian O'Connor & Anil Pesaramelli

**DEPARTMENT:** Police

**PRESENTER(S):** Lee Mathis, Chief  
Brian O'Connor, Council Sponsor  
Anil Pesaramelli, Council Sponsor

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**POLICY ISSUES:**

Town Council may sponsor and approve proclamations.

**STAFF RECOMMENDATION:**

Approve proclamation.

**SUMMARY/KEY POINTS**

- To help community members understand the duties and responsibilities of their police department, which are to safeguard life and property, protect against violence or disorder, and defend the innocent against deception, oppression, or intimidation.

**BACKGROUND OF SUBJECT MATTER:**

The Congress and President of the United States have designated May 15, 2026 as Peace Officers' Memorial Day, and the week in which it falls as Police Week.

**ATTACHMENT(S):**

1. Proclamation



## **Police Week and Peace Officers' Memorial Day Proclamation**

**Whereas**, the United States Congress and President of the United States have designated May 15, 2026 as Peace Officers' Memorial Day, and the week in which it falls as Police Week; and

**Whereas**, the Town of Erie Police Department plays an essential role in safeguarding the rights and freedoms of the community; and

**Whereas**, it is important all community members know and understand the duties and responsibilities of their police department, which are to safeguard life and property, protect against violence or disorder, and defend the innocent against deception, oppression, or intimidation; and

**Whereas**, the women and men of the Town of Erie Police Department provide vital public service.

**Now, therefore**, Council Members Brian O'Connor and Anil Persaramelli, on behalf of Andrew J. Moore, Mayor of The Town of Erie, do hereby proclaim May 11-17, 2026 as Police Week, and May 15th, 2026, as Peace Officers' Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of their duties. We urge every resident to join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enduring reputation for preserving the rights and security of all community members.

**Dated this 12<sup>th</sup> day of May, 2026**

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**Andrew J. Moore, Mayor**

**Attest:**

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**Debbie Stamp, Town Clerk**



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 5/12/2026**

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**File #:** 2026-224, **Version:** 1

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**SUBJECT:**

Asian American, Native Hawaiian, and Pacific Islander Heritage Month Proclamation; Sponsor(s): Council Members Anil Pesaramelli, Brian O'Connor, and Emily Baer

**DEPARTMENT:** Human Resources

**PRESENTER(S):** Kat Hazel-Shimko, Human Resources Business Partner  
Council Member Anil Pesaramelli  
Council Member Brian O'Connor  
Council Member Emily Baer

**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 any chosen issue or item.

**STAFF RECOMMENDATION:**

Approve the Proclamation

**SUMMARY/KEY POINTS**

- Honors the historical and ongoing contributions of Asian American, Native Hawaiian, and Pacific Islander communities.
- Recognizes the cultural diversity that enriches our nation and local communities.
- Encourages continued appreciation and understanding of AANHPI heritage.

**BACKGROUND OF SUBJECT MATTER:**

Asian American, Native Hawaiian, and Pacific Islander Heritage Month is observed nationally each May to honor the contributions, cultures, and histories of AANHPI communities, Congress permanently designated May as the observance through Public Law 102-450.

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**File #:** 2026-224, **Version:** 1

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**ATTACHMENT(S):**

1. Proclamation



## **Asian American, Native Hawaiian, Pacific Islander Heritage Month Proclamation**

**Whereas**, Asian American, Native Hawaiian, and Pacific Islander Heritage Month is observed each year in May to celebrate the rich histories, cultures, and contributions of Asian Americans, Native Hawaiians, and Pacific Islanders throughout the United States; and

**Whereas**, the month of May was selected to commemorate the arrival of the first Japanese immigrants to the United States on May 7, 1843, as well as the anniversary of the completion of the transcontinental railroad on May 10, 1869, an achievement made possible through the labor and perseverance of thousands of Chinese immigrants; and

**Whereas**, Asian American, Native Hawaiian, and Pacific Islanders have played a vital role in shaping the social, cultural, economic, and civic fabric of communities across the nation, including contributions in public service, education, healthcare, business, science, the arts, and community leadership; and

**Whereas**, these communities represent a broad and diverse group of cultures, languages, and traditions that enrich the shared heritage and identity of the United States and our local communities; and

**Whereas**, this year's theme, "Power in Unity: Strengthening Communities Together", highlights the importance of collective strength, community connection, and collaboration across the diverse communities, and emphasizes the role of unity, bridge-building, and shared stories in strengthening communities and advancing understanding across cultures; and

**Whereas**, Asian American and Pacific Islander Heritage Month was formally established by the United States Congress in 1992 through Public Law 102-450, which permanently designated the month of May to recognize the contributions of Asian Americans, and the observance is now widely recognized as Asian American, Native Hawaiian, and Pacific Islander Heritage Month to more fully reflect the diverse histories, cultures, and contributions of these communities;

**Now, therefore**, the Town Council does hereby proclaim that Asian American, Native Hawaiian, and Pacific Islander Heritage Month be celebrated from May 1-31, 2026, and calls upon all residents in the Town of Erie to observe this month with appropriate ceremonies, activities, and programs.

**Dated this 12<sup>th</sup> day of May, 2026.**

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Andrew J. Moore, Mayor

Attest:

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Debbie Stamp, Town Clerk



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 5/12/2026**

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**File #:** 2026-230, **Version:** 1

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**SUBJECT:**

A Proclamation Recognizing Public Works Week; Sponsored by Council Member Baer

**DEPARTMENT:** Public Works

**PRESENTER(S):** Council Member Emily Baer, Sponsor  
David Pasic, Public Works Director

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

N/A

**POLICY ISSUES:**

The Town Council can approve proclamations for any number of issues.

**STAFF RECOMMENDATION:**

Approve the Proclamation

**SUMMARY/KEY POINTS**

- This is an annual proclamation

**BACKGROUND OF SUBJECT MATTER:**

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

National Public Works Week is observed during the third full week of May each year and is a celebration of the individuals who provide and maintain the infrastructure and services collectively known as Public Works. Town of Erie staff, in alignment with the APWA, ask the Council to proclaim the week of May 17-23, 2026, as Public Works Week.

The 2026 National Public Works Week Theme is "Rooted in Service, Powered by Community". Public Works contributes to advancing and enhancing our quality of life, no matter where we live in the world. Public Works professionals provide essential services that lead to healthier, happier, more vibrant communities.

The "Rooted in Service, Powered by Community" theme acknowledges that the roots of service run deep in public works. It's what has propelled public works innovations that have helped our communities evolve into places where people can lead lives of purpose and possibility. Some work - like building roads and bridges, is highly visible, while other public works contributions - like maintaining water and sewer systems, are sometimes hidden from view. Together, these efforts form the foundation of thriving communities, reminding us that every project, seen or unseen, powers the connection between service and the people it supports.

Public Works and Utilities professionals advance the quality of life by providing an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings, emergency management and first response, solid waste, and right-of-way management. They are what make our communities a dynamic place to live and work. Join us in celebrating the quiet work these professionals do that makes life better for all of us.

**ATTACHMENT(S):**

1. Proclamation
2. Public Works Week Poster



## **NATIONAL PUBLIC WORKS WEEK PROCLAMATION**

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

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

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

**WHEREAS**, the year 2026 marks the 66<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association,

**NOW, THEREFORE**, the Town Council of the Town of Erie does hereby proclaim May 17-23, 2026, to be National Public Works Week. We urge all residents to join in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

**DATED THIS 12<sup>th</sup> DAY OF MAY, 2026**

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Andrew J. Moore, Mayor

ATTEST:

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Debbie Stamp, Town Clerk



ROOTED IN

# Service POWERED BY Community

NATIONAL PUBLIC  
WORKS WEEK  
MAY 17-23, 2026





# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 5/12/2026**

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**File #:** 2026-284, **Version:** 1

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**SUBJECT:**

Proclamation: 2026 Building Safety Month; Sponsor(s): Mayor Pro Tem Brandon Bell and Council Member Dan Hoback

**DEPARTMENT:** Planning & Development

**PRESENTER(S):** Joel Champagne, Chief Building Official  
Melinda Helmer, Business Operations Coordinator  
Sponsor Council Members: Mayor Pro Tem Brandon Bell and Council Member Dan Hoback

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**POLICY ISSUES:**

Town Council may sponsor and approve proclamations.

**STAFF RECOMMENDATION:**

Approval of the Building Safety Month Proclamation

**SUMMARY/KEY POINTS**

- Building Safety Month is observed annually during the month of May to raise awareness about the importance of building codes, inspections, and safe construction practices that protect public health, safety, and welfare.
- The Proclamation formally recognizes the contributions of building safety professionals.
- The Proclamation highlights the Town's commitment to maintain safe and resilient buildings for its residents, businesses, and visitors.

**BACKGROUND OF SUBJECT MATTER:**

Since 1980, we have recognized progress in building safer, more sustainable, affordable, and resilient structures. For 45 years, Building Safety Month has received support from U.S. presidents, governors, mayors, county executives, and construction industry leaders - all acknowledging the vital role code officials play in protecting public safety.

Building Safety Month is an international celebration and awareness campaign led by the

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**File #:** 2026-284, **Version:** 1

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International Code Council highlighting the importance of building codes in ensuring the safety, sustainability, and resilience of buildings and communities.

**ATTACHMENT(S):**

1. Proclamation



## **Building Safety Month — May 2026**

**Whereas;** our Town is committed to recognizing that our growth and strength depend on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

**Whereas;** our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

**Whereas;** these guardians are dedicated members of the International Code Council (ICC), a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

**Whereas;** these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

**Whereas;** Building Safety Month is sponsored by ICC to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

**Whereas;** “Built to Last” the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

**Whereas;** each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

**NOW, THEREFORE,** the Town Council of the Town of Erie, does hereby proclaim the month of May 2026 as Building Safety Month. Accordingly, we encourage our residents to join us as we participate in Building Safety Month activities.

**DATED THIS \_\_ DAY OF \_\_\_\_, 20\_\_**

**Andrew J. Moore, Mayor**

**ATTEST:**

**Debbie Stamp, Town Clerk**



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 5/12/2026**

**File #:** 2026-131, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Burns & McDonnell for the Zone 3 Tank and Systems Improvements Project

**DEPARTMENT:** Utilities

**PRESENTER(S):** Todd Fessenden, Utilities Director  
Weston Ring, Project Manager

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

Cost as Recommended:	\$1,415,240
Balance Available:	\$32,732,367
Fund	Water Fund
Line Item Number:	500-75-110-605000-100364
New Appropriation Required:	No

**POLICY ISSUES:**

Town Council must review and approve purchases of this amount according to Purchasing Policy.

**STAFF RECOMMENDATION:**

Approve the Resolution

**SUMMARY/KEY POINTS**

- Town staff view this as a critical piece of infrastructure which has been delayed by land acquisition issues.
- The Town interviewed four consultants for this project and determined that Burns & McDonnell was the most qualified to complete the design.

**BACKGROUND OF SUBJECT MATTER:**

The 2020 Potable Water Plan identified the need for an additional Zone 3 4.3MG storage tank in the southwest corner of the Erie Planning Boundary. A siting study was conducted and several sites were evaluated. Ultimately the Town of Erie acquired a parcel of land from the City of Lafayette for this

project. Further, Zone 4A is fed from booster pumps drawing from the Zone 3 discharge header at the Town's Lynn R. Morgan Water Treatment plant. An alternatives analysis for a new booster pump station (or alternative solution) connecting this new Zone 3 storage tank with Zone 4A is required to increase fire flow timing. Finally, a transmission pipeline design is needed to connect this new tank to Zone 3, as well as to the Lynn R Morgan Water Treatment Plant.

**ATTACHMENT(S):**

1. Resolution
2. Agreement

**Town of Erie  
Resolution No. 26-093**

**A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Burns & McDonnell for the Zone 3 Tank and Systems Improvements Project**

**Whereas**, the Town sought proposals for the design of a future Zone 3 tank and system improvements, including associated piping and pump station analysis; and

**Whereas**, the Town requires the design services of Burns & McDonnell for the Zone 3 Tank and System Improvements Project.

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

**Section 1.** The Professional Services Agreement with Burns & McDonnell 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 12th day of May, 2026.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

## **Agreement for Design Services (Zone 3 Storage Tank and System Improvements P25-1205)**

This Agreement for Design Services (the "Agreement") is made and entered into this \_\_day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Burns & McDonnell Engineering Company, INC., an independent contractor with a principal place of business at 9400 Ward Parkway, Kansas City, MO 64114 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires design services; and

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

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

### **I. Scope of Services**

A. Consultant shall furnish all of the professional services, labor, materials, and equipment required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described in the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services").

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

C. Consultant may request a Change Order seeking an equitable adjustment in the compensation or time allowed to perform the Services for any change in the Project or the Agreement that affect the cost or schedule of the Services consisting of Town directed or requested changes the sequence, scope or timing of the Services, any unforeseen or differing site conditions, any suspension of the Services, any disruption or delay not caused by Consultant or its Design Consultants, or any change in \_\_\_\_\_ applicable \_\_\_\_\_ law.

## **II. Term and Termination**

A. *Term.* The term of this Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Services in compliance with the Agreement, unless terminated earlier.

B. *Termination for Convenience.* The Town may, at any time and without cause, terminate the Agreement in whole or in part for the Town's convenience and without cause upon 30 days' written notice to Consultant. If the Town terminates this Agreement for convenience, the following shall apply:

1. Consultant is not entitled to any claim for any amount, including lost profits or other special or consequential damages, for or in connection with any portion of the Services yet to be performed.

2. Upon receipt of a termination notice, Consultant shall, unless otherwise directed by the Town, take all of the following actions: (a) cease operations as directed by the Town in the notice; (b) take all actions necessary or that the Town may direct for the protection and the preservation of work performed by Consultant pursuant to the Agreement; and (c) use all reasonable efforts to cancel or divert outstanding commitments and subcontracts for procurement of services, materials or equipment to the extent they relate to the terminated portion of the Services.

3. The Town shall pay Consultant for that portion of the Services properly executed prior to the date of the termination and, to the extent approved by the Town, actual cancellation charges or loss incurred by Consultant upon outstanding commitments or subcontracts that Consultant is unable to cancel, provided Consultant has proven reasonable efforts to divert the commitments to other activities. Within 60 days of the effective date of the termination, Consultant shall submit a claim to the Town, along with all supporting backup documentation and cost records substantiating the amounts claimed. Consultant shall not be entitled to lost profits or any other form of special or consequential damages, or any costs incurred due to Consultant's or any of its suppliers or subconsultants fault or failure to mitigate as a result of any such termination by the Town for convenience.

C. *Termination for Default.* If Consultant defaults in the timely and proper performance of any of its obligations under this Agreement, Town may provide Consultant notice of such default, and Consultant shall, within 30 days, cure or commence to cure and diligently and continuously pursue cure of such default. Should Consultant fail to do so, Town may terminate the Services of Consultant. Upon termination, the Town shall pay Consultant for that portion of the Services previously authorized and satisfactorily completed prior to the date of the notice of termination, subject to any offset or other claim for damages suffered by the Town that are attributable to Consultant's default.

### **III. Compensation**

In consideration for the completion of the Services by Consultant, the Town shall pay Consultant an amount not to exceed \$1,415,240, which shall include all fees, costs and expenses incurred by Consultant. Payment shall be made in accordance with **Exhibit B**, attached hereto and incorporated herein by this reference.

### **IV. Professional Responsibility**

A. Consultant represents and warrants that it is qualified to assume the responsibilities and render the Services and has all requisite corporate authority and professional licenses in good standing, required by law. The work and Services performed by Consultant shall be performed in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work or services in the applicable community. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, incidental services or materials, and other work furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors, omissions or deficiencies in its designs, drawings, specifications, reports, and other work that fails to maintain the level of skill and care that an ordinary prudent professional in the same or similar circumstances would maintain, or fails to conform to applicable law, and Consultant shall reimburse the Town for any costs, expenses, or other liabilities caused by or attributable to such errors, omissions or deficiencies.

B. If Consultant fails to meet the standard of care in design services, it will perform at its own cost, and without reimbursement from Town, the professional engineering services necessary to correct errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one year from the completion of Consultant's design professional services.

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

D. Approval, review or acceptance by the Town of drawings, designs, specifications, reports, incidental Services or materials, and other work or Services furnished by Consultant or its subcontractors or subconsultants hereunder shall not in any way relieve Consultant of responsibility for the Services.

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

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

G. Affiliates. Consultant may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell International Inc., and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill Contractor's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between Contractor and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall be billed according to the applicable rate sheet for the Scope of Work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of Contractor and able to act on behalf of Contractor within the scope of the authority granted such personnel according to job function and billing classification.

#### **V. Ownership**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor and delivered to Town as required by Exhibit A shall be exclusively owned by the Town upon full payment by the Town. Notwithstanding the foregoing, all documents proprietary to Consultant shall remain the property of Consultant. Such materials and documents are not intended or represented to be suitable for reuse or used if not complete by Town or others on extension of the Project or any other project. Any reuse or use of incomplete documents without written verification or adaptation by Consultant for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to the Consultant or its subcontractors, and Town shall hold harmless Consultant and its subcontractors from and against all claims, damages,

losses and expenses, including attorney's fees arising out of or resulting therefrom.

## **VI. Independent Contractor**

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

## **VII. Insurance**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance for the coverages listed below. Consultant shall procure and maintain, and shall require its subcontractors to procure and maintain adequate insurance for their portions of the work.

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

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

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

## **VIII. Indemnification**

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, and any of their respective heirs and assigns, from and against all third party claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, to the extent caused by the negligent act, omission, error, professional error, mistake, negligence, any subcontractor or subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant, or which may arise out of a workers' compensation claim of any employee of Consultant or of any employee of any subcontractor or subconsultant of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor or subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor or subconsultant of Consultant.

B. The extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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

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

M. *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.*

N. Both parties release each other and waive damages, costs, expenses and all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance or that could be covered by property insurance, if self-insured (including deductibles), during and after the completion of Consultant's services. A provision similar to this shall be incorporated into all construction contracts entered into by the Town, and all construction contractors shall be required to provide waivers of subrogation in favor of the Town and Consultant for damage covered by any construction contractor's property insurance.

O. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise shall either Party be liable for consequential, special or indirect damages, including, without limitation, damages or losses in the nature of delay, business interruption, loss of reputation, loss of or increased costs related to third party financing, loss of product, loss of anticipated

profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment, systems or power.

P. Town and Consultant have evaluated the risks and rewards associated with this Project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its related corporations and employees) to the Town is limited to the greater of twice the amount of Consultant's fee or limits of applicable insurance, for any and all injuries, damages, claims losses, or expenses (including attorney and expert fees) arising out of Consultant's Services or this Agreement. Prior to acceptance of this Agreement and upon written request from the Town, Consultant may negotiate a higher limitation for additional consideration.

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

**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Consultant**

Signed by:  
*Jason Schaefer*  
85A57A6DE402448...

State of Colorado                            )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Scope of Services**

1. Services. Consultant hereby agrees to and accepts responsibility to perform the following Services:

## Scope of Services – Zone 3 Tank and Pipeline

The Town of Erie (Owner) has identified a need for a new 4.3 MG Zone 3 water storage tank in the southwest corner of the planning boundary near Aspen Ridge Dr and Lucerne Dr.

The professional services fee estimate is based on the following scope items. Any changes to these scope items will be considered supplemental services and require an amendment:

- ▶ New 4.3 MG Zone 3 water storage tank (fully buried concrete tank)
- ▶ Tank will be a post-tensioned or pre-stressed concrete tank. It is assumed that the site can accommodate the tank and associated construction activities with adequate clearances.
- ▶ New 1.87-mile transmission waterline between the new tank and Zone 3/Lynn R. Morgan Water Treatment Plant. Scope includes a brief alignment study.
- ▶ A pre-fabricated building will be utilized to house electrical equipment associated with the tank.

### Task Series 100 – Project Management

#### Task 101 – Project Kickoff Meeting

Engineer will lead a Project Kickoff meeting at the Owner’s offices. This meeting is expected to last one (1) hour. During the Project Kickoff meeting the project team will discuss the following:

- ▶ Define project goals, including design criteria
- ▶ Discuss scope of work
- ▶ Discuss project requirements including Owner design standards
- ▶ Establish a project schedule
- ▶ Identify key project issues
- ▶ Identify key personnel who are to provide input on the project,
- ▶ Establish a communication plan, and
- ▶ Get initial input on design items

Engineer’s Project Manager and two (2) discipline engineers will attend in person. It is expected that this meeting will be held concurrently with the kickoff meeting for pump station project.

#### Task 102 – Progress Meetings

Engineer will conduct biweekly design progress meetings. These meetings will be held by Microsoft Teams and are expected to last one (1) hour each. The duration of the design phase is anticipated to take approximately thirteen (13) months. Therefore, this task assumes a total of twenty-four (24) biweekly design progress meetings. Engineer will provide meeting minutes with a decision log and a list of action items which will be distributed via email. Engineer’s Project Manager and two (2) discipline engineers will attend. Additional disciplines will attend up to four (4) meeting each.

It is expected that twenty-four (24) of these meetings will be held concurrently with the pump station project.

### Task 103 – Project Management

The Engineer’s project manager will review project status, review project schedule, review project deliverables, align resources including sub-consultants, and provide oversight of the Quality Control/Quality Assurance program. This task also includes an internal weekly progress meeting with the design team.

### Task 104 – Quality Control/Quality Assurance

The Engineer’s project team will follow Engineer’s QA/QC program. This task includes internal review of the project by qualified staff.

### Task 105 – Project Schedule

Engineer will develop a master project engineering schedule in critical path format that includes the major design activities. The schedule will be updated monthly.

## Task Series 200 – Preliminary Design Phase

### Task 201 – Review Existing Documents

Engineer will review reports/design documents and data provided by the Owner to support understanding of the project. This information will be used to generate a baseline for the planning and design of the project.

### Task 202 – Pipeline Alignment Study

Engineer’s project team will perform a desktop study to identify and evaluate up to two (2) potential alignments for the transmission main for the new Zone 3 tank. This study will utilize publicly available data, including aerial imagery, GIS data, available utility information, and online databases to assess the alignments based on the following criteria:

- ▶ Hydraulic considerations.
- ▶ Potential for utility conflicts along the alignment based on readily available information.
- ▶ Potential environmental, biological, and cultural resource constraints.
- ▶ Current landownership and potential fee acquisition/easement requirements.
- ▶ Accessibility for construction and future maintenance.

The findings and recommendations of the alignment analysis will be summarized in a technical memorandum, which will include a ranking of the alignment alternatives and a recommendation for the preferred alignment to be carried forward into the preliminary design. One (1) meeting with the City of Lafayette is included to discuss the potential pipeline alignments.

### Task 203 – Prepare 30% Design Documents:

Drawings and specifications will be provided by Engineer at the 30% design level. The 30% Documents will include the following, as needed:

- ▶ Specification Table of Contents
- ▶ Plan View of Pipelines and Connections
- ▶ Civil Drawings
- ▶ Structural Drawings
- ▶ Architectural Drawings

- ▶ Process Drawings
- ▶ Electrical Drawings
- ▶ Mechanical Drawings
- ▶ Plumbing Drawings
- ▶ Instrumentation and Controls Drawings
- ▶ Landscaping Plan
- ▶ List of necessary environmental, permitting, and construction permits
- ▶ Estimated Construction Schedule
- ▶ Memorandum detailing tank construction options

The Owner will be given at least one (1) week to review the drawings and outline specifications prior to holding the 30% Design Review Meeting. PDF documents will be provided to the Owner for review.

#### Task 204 – 30% Engineer’s Opinion of Probable Construction Cost

Based on the 30% design documents, Engineer will prepare the engineer’s opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 5.

#### Task 205 – Preliminary Design Review Meeting

After the Engineer has drafted a preliminary site layout and pipeline alignment, Engineer will conduct a preliminary design review meeting at the Owner’s offices. This meeting is expected to last two (2) hours and will be attended by the Engineer’s project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to review the preliminary design prior to finalizing the 30% design documents. Comments will be incorporated into the 30% design documents as applicable.

#### Task 206 – Water Model Verification

Engineer will work with Owner’s hydraulic modeling consultant to discuss and confirm the planned water infrastructure for Zone 3. The model results will be used to preliminarily size the new transmission line. Several iterations of discussions may be required with the modeling consultant.

The model is assumed to be fully calibrated, is accurate without independent verification by Engineer, that no updates to the hydraulic model will be required, and that no data collection or field testing will be required for this planning level scope. This will include demand conditions, proposed and existing infrastructure attributes, and boundary conditions. Boundary conditions are critical to establish as the surge model will only include the proposed infrastructure. Any existing infrastructure will be included simplified boundary conditions based on model outputs provided by the modeling consultant.

#### Task 207 – Environmental and Cultural Desktop Review

Engineer will conduct a desktop evaluation of the project area to identify potential environmental, cultural, and historic resource constraints. For cultural resources, this evaluation will be limited to a file search with the Colorado Office of Archaeology and Historic Preservation and a literature review and using available historical records. For the environmental component, Engineer will utilize desktop data sources to assess

the site for the potential presence of wetlands, other aquatic resources, and habitat for protected species. An environmental specialist will then conduct a site visit to verify the findings of the desktop review.

The findings of the desktop evaluation will be documented in a memorandum, summarizing any identified environmental or cultural constraints. Based on the results, Engineer will provide recommendations regarding potential permitting requirements and construction methods and timing.

A single report which covers the tank and pipeline project and the pump station site will be developed.

### Task 208 – 30% Design Review Meeting

After the Owner has had an opportunity to review the 30% design documents, Engineer will conduct a 30% design review meeting at the Owner's offices. This meeting is expected to last two (2) hours and will be attended by the Engineer's project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the 60% design documents as applicable.

## Task Series 300 – 60% Design

### Task 301 – 60% Design Documents

Drawings and specifications will be provided by Engineer at the 60% design level. The 60% Documents will include the following:

- ▶ Technical Specifications
- ▶ Drawings included in the 30% design package brought to 60% completion, including pipeline profiles
- ▶ Additional detail drawings needed for final design

The Owner will be given at least one (1) week to review the drawings and specifications prior to holding the 60% Design Review Meeting. PDF documents will be provided to the Owner for review.

### Task 302 – 60% Engineer's Opinion of Probable Construction Cost

Based on the 60% design documents, Engineer will prepare the engineer's opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 4.

### Task 303 – 60% Design Review Meeting

After the Owner has had an opportunity to review the 60% design documents, Engineer will conduct a 60% design review meeting. This meeting is expected to last two (2) hours and will be attended by the Engineer's project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the 90% design documents as appropriate.

### Task 304 – Topographical Survey

Engineer will subcontract with a licensed surveyor, King Surveyors, to conduct field surveys to provide a topographic map for detailed design. The survey will show property boundaries and easements necessary for the project, as well as the location of utilities and surface features that are likely to affect the project.

The survey will include the new tank site and the approximately 1.87-mile transmission main alignment. The survey will also include available existing utility mapping from individual utility companies and the Owner, as well as utility marks provided by Colorado One-Call (811). Survey will be scaled from Colorado State Plane to Ground Plane. A scaling factor will be provided. If scaling to Colorado State Plane is required, it will be considered supplemental services and require an amendment.

### Task 305 – Utility Potholing

Engineer will subcontract with a licensed utility potholing firm, Pro-Vac, to perform subsurface utility engineering (SUE) Level A locates of existing utilities near the new transmission waterlines to determine their location, elevation, size, and material. Engineer assumes thirty-five (35) potholes within the proposed site and proposed pipeline alignment. Fifteen (15) are assumed to be within pavement and twenty (20) are assumed to be outside of pavement.

Engineer will develop a Utility Potholing Report summarizing the findings from the utility potholing. Information obtained from utility potholing will be incorporated into the design plans.

### Task 306 – Geotechnical Investigation

Engineer will subcontract with a licensed geotechnical firm, Kumar & Associates, to conduct soil borings and laboratory tests at key locations as needed to determine subsurface conditions. This scope includes up to seven (7) geotechnical bores. Two (2) geotechnical bores are based on one (1) assumed trenchless crossing location of State Highway 287 and will be drilled to 50 feet in depth. Five (5) geotechnical bores will be performed within the proposed tank footprint; four (4) will be drilled up to 50 feet in depth and one (1) will be drilled up to 75 feet in depth. The geotechnical firm will provide a geotechnical data report (GDR) with recommendations for the foundation and design of new tank, building(s), and walls, and recommendations for site paving, excavation, trench stabilization, pipe backfill, and protection from corrosive soils.

## Task Series 400 – 90% Design

### Task 401 – 90% Design Documents

Drawings and specifications will be provided by Engineer at the 90% design level. The 90% Documents will include the following:

- ▶ Refined Technical Specifications
- ▶ Drawings included in the 60% design package, brought to 90% completion
- ▶ Additional detail drawings needed for final design

The Owner will be given at least one (1) week to review the drawings and specifications prior to holding the 90% Design Review Meeting. PDF documents of the drawings will be provided to the Owner for review.

### Task 402 – 90% Engineer’s Opinion of Probable Construction Cost

Based on the 90% design documents, Engineer will prepare the engineer’s opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 3.

### Task 403 – 90% Design Review Meeting

After the Owner has had an opportunity to review the 90% design documents, Engineer will conduct a 90% design review meeting. This meeting is expected to last two (2) hours and will be attended by the Engineer's project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the IFB design documents as appropriate.

### Task 404 – Easement Document Preparation

Engineer's surveyor subconsultant will complete up to two (2) legal descriptions for permanent easements and up to two (2) legal descriptions for temporary construction easements. Legal descriptions will include the written description and be supported by an exhibit (map). Additional legal descriptions/exhibits, if needed, can be provided at \$770 each.

## Task Series 500 – Construction Documents

### Task 501 – Issue for Bid Design Documents

Engineer will prepare and submit Issue for Bid drawings and specifications to the Owner for bidding purposes. The drawings and specifications will incorporate final Owner comments prior to bidding.

Furnish one (1) electronic copy of the Issue for Bid documents to Owner

Redlines of the Owner's standard contract documents to include project-specific information

### Task 502 – 100% Engineer's Opinion of Probable Construction Cost

Based on the 100% design documents, Engineer will prepare the engineer's opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 3.

### Task 503 – Contractor Prequalification Support

Engineer will provide Contractor prequalification support to the Owner, including assistance with preparation of the prequalification package for advertisement and attendance at the prequalification meetings.

### Task 504 – Bid Phase Support

Engineer will provide bid phase support, facilitation of the pre-bid meeting, preparation of up to three (3) addenda, review of submitted contractor bids, and recommendation for award to the Owner.

### Task 505 – Issued for Construction Documents

Engineer will prepare and submit issued for construction drawings and specifications. The drawings and specifications will incorporate the bidding addenda prior to submitting.

## Task Series 600 – Permitting and Community Outreach

### Task 601 – Permitting

Engineer will work with the permitting authorities for permitting and project approval requirements. Permit applications and necessary documents will be prepared and provided to the Owner for signature and

submittal as required. The scope of permitting for this project is assumed to include permits from City of Lafayette, Town of Erie, CDOT, and CDPHE. Owner and/or Contractor will be responsible for all permitting fees.

### Task 602 – Document Preparation for Community Outreach

Engineer will develop a presentation of the conceptual layout of the tank site and the proposed pipeline alignment to support public outreach. The presentation is anticipated to be developed following the 30% design phase; therefore, any figures included in the presentation will be limited to the detail provided in the 30% submittal documents. 3D renderings are not anticipated to be developed.

Engineer will not be responsible for presenting the materials to the public, printing any materials for public outreach, or any mailing of public outreach documents.

### Task 603 – Develop CDPHE BODR

Engineer will complete the CDPHE Basis of Design Report Application. Permit applications and necessary documents will be prepared and provided to Owner for signature and submittal as required. All permitting fees will be paid directly by Owner to permitting agencies.

### Task 604 – Due Diligence and Title Commitments

Our in-house right-of-way (ROW) specialists will manage all aspects of the easement acquisition process. We conduct thorough research using county records, surveys, and stakeholder input to evaluate easement validity and ownership gaps. We subcontract a title company and review title commitments to prepare parcel-specific encumbrance memos and confirm ownership. We also identify and address physical encroachments. Title commitments will be reviewed for two (2) parcels requiring permanent easement acquisition. Vesting deeds will be reviewed to verify land ownership for two (2) parcels requiring temporary easement acquisition.

### Task 605 – Easement Valuation and Negotiations

We will complete a Market Data Study, and with approval from Owner, assign a base fee value for each parcel. Then use these values to populate a compensation worksheet, including easement costs and budget. Our team will populate standard land acquisition agreements provided by Owner.

We will conduct landowner negotiations virtually and up to one (1) in-person meeting is included. The ROW team will serve as a bridge between the Owner and the affected landowners and will work to address landowner questions and concerns to reach a timely settlement, agreeable to both parties. For landowners unable or unwilling to meet in person, contacts will be advanced through phone, online, or via FedEx (signature required). For the purposes of our fee, we have included easement negotiations for five (5) parcels along the preferred alignment. We focus on obtaining voluntary agreements with the landowners and demonstrating good faith negotiations documented in landowner negotiation logs.

### Task 606 – Easement Recordings

Our ROW team will record up to two (2) fully executed permanent easements with Boulder County identified in Task 605. Recording and title fees will be paid by the Owner.

## Task Series 700 – Zone 4A Pump Station Study

The Town of Erie (Owner) has identified a deficiency with fire flow timing in Zone 4A and requested an alternatives analysis to understand what solutions exist to correct the deficiency.

### Task 701 – Zone 4A Study Kick Off Meeting

Engineer will lead a Zone 4A Study Kickoff meeting at the Owner’s offices. This meeting is expected to last one (1) hour. During the Zone 4A Study Kickoff meeting the project team will discuss the following:

- ▶ Material Testing
- ▶ Define study goals, including design criteria
- ▶ Discuss scope of work
- ▶ Identify key project issues
- ▶ Identify and select three (3) alternatives for analysis in subsequent tasks
- ▶ Discuss project requirements including Owner design standards
- ▶ Identify key personnel who are to provide input on the project,
- ▶ Establish a communication plan, and
- ▶ Get initial input on design items

Engineer’s Project Manager and two (2) discipline engineers will attend in person. It is expected that this meeting will be held concurrently with the kickoff meeting for the tank and pipeline project.

### Task 702 – Zone 4A Study Progress Meetings

Engineer will conduct biweekly progress meetings dedicated to the Zone 4A Study. These meetings are separate from the design progress meetings above (Task 102). These meetings will be held by Microsoft Teams and are expected to last one (1) hour each. The duration of the study is anticipated to take approximately four (4) months. Therefore, this task assumes a total of eight (8) biweekly design progress meetings. Engineer will provide meeting minutes with a decision log and a list of action items which will be distributed via email. Engineer’s Project Manager and two (2) discipline engineers will attend.

### Task 703 – Review Existing Documents

Engineer will review reports/design documents and data provided by the Owner to support understanding of the project. This information will be used to generate a baseline for the planning and design of the project.

### Task 704 – Zone 4A Pump Station Alternatives Analysis

Engineer will evaluate up to three (3) conceptual alternatives to meet the Zone 4A fire flow requirements. The following alternatives will be evaluated:

1. **Alternative 1: New Zone 4A Pump Station:** New Zone 4A Pump Station is constructed along the proposed inlet/outlet pipe for the Zone 3 tank. No siting study will be performed. It is assumed that the pump station will be located near the intersection of Arapahoe Rd and N 111<sup>th</sup> St. The new Pump Station will replace the existing Zone 4A Pump Station at the Lynn R. Morgan Water Treatment Facility. Discussion related to this alternative will also consider space made available at the Lynn R. Morgan Water Treatment Facility for future Zone 3 pumping expansion.

2. **Alternative 2: Distribution System Improvements:** Targeted distribution system improvements within Zone 4A. Improvements may include pipeline upsizing or additional looping considerations.
3. **Alternative 3: Upsized City of Lafayette Interconnect:** Upsize the interconnection with the City of Lafayette and inclusion of new pressure reducing valve (PRV).

Engineer will develop the conceptual alternatives to be modeled by others. Modeling work will be performed by others. Engineer will hold up to two (2) virtual conference calls with the Town's modeler to discuss the three (3) alternatives.

Based on modeling results provided by others, Engineer will develop and submit a paired comparison analysis technical memorandum to summarize findings and recommendations, including a sketch plan of the pump station layout and sketches of the extents of upsized pipeline, as applicable. The paired comparison will focus on evaluating the technical, environmental, and social impacts for the alternatives.

This analysis will also include a cost opinion based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 5.

This task includes two (2) in-person meetings with the City of Lafayette.

This task includes a draft and final technical memorandum.

#### **Task 705 – Zone 4A Alternatives Workshop**

Engineer will conduct a workshop at the Owner's offices to review the Paired Comparison Analysis. The workshop is anticipated to last two (2) hours and will be attended by Engineer's Project Manager and two (2) discipline engineers.

#### **Task Series 800 – Construction Phase Engineering Services**

The Engineer and Owner will negotiate Construction Phase Engineering Services during the progress of design, as scope and construction contracting methods are better defined. Construction Phase Engineering Services are excluded from this scope of work.

## Clarifications and Exceptions

Our proposal is based on the following clarifications and exceptions:

1. Price is based upon Engineer's proposal, attached preliminary schedule, and associated clarifications and exceptions. The proposal and associated clarifications and exceptions will be incorporated into the final prime agreement between Owner and Engineer.
2. It is assumed that Engineer will not encounter any existing hazards including, but not limited to, contaminated soils. Mitigation/abatement of all existing hazardous substances is not included. Additionally, scope does not include performing a hazardous material survey/assessment of the existing conditions present at the proposed project site.
3. Scope does not include electrical load study or arc flash study.
4. This scope of work assumes that power can be available at the proposed site and any design upstream of the power meter is to be provided by electric utility. It is assumed that only a single feed will be required for the entire site.
5. Communication system design (fiber optic and wireless) from the facility to the Town's SCADA system is to be provided by others. Engineer will use a single point of contact for SCADA. Engineer is to provide specifications and delegated design as required.
6. Task Series 800 Zone 4A Pump Station Study
  - a. Survey, subsurface utility engineering, geotechnical investigations, environmental and cultural resources reviews are not included.
  - b. All sketches of alignments and/or site layouts will be based on available Town GIS, information provided by the City of Lafayette, and aerial data.
7. An official Army Corps of Engineers wetland delineation is not included in the scope.
8. No species-specific wildlife surveys are included in the scope.
9. A cultural resources field survey (Class III) is not included in the scope.
10. A single pre-fabricated building will be utilized for electrical equipment associated with the tank. Engineer will develop performance based specifications for electrical, I&C, mechanical, structural, and architectural elements of the building.
11. An approximately 1.87-mile transmission main (24" diameter) will be designed which connects the proposed tank to the treatment plant. A single trenchless crossing of US 287 is assumed for this alignment.
12. It is expected that the property is currently platted and zoned for the planned site use.
13. Review of the Client's contract documents will limited to project-specific details. Engineer will not review other aspects of the contract documents.
14. Up to four (4) total submissions of SPAR and/or BLD plans are assumed to be required to obtain approval from the City of Lafayette. Additional submissions will be considered supplemental services and require an amendment.
15. Assumes City of Lafayette is sole authority for all site development permitting. Fee assumes attendance at a pre-application, site development plan submittal, and comment response to one review.
16. Costs or schedule constraints/impacts associated with permitting are not included.
17. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%.

18. The services of contract/agency and/or any personally of a Burns & McDonnell subsidiary or affiliate shall be billed to the City according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
19. Owner will provide all document templates related to easement acquisitions.
20. Cost estimate does not include activities that may become necessary for addressing title defects such as subordination and clearing. If title defects need to be addressed, Burns & McDonnell will research the specific situation and provide recommended action and related costs.
21. Appraisals will be performed by Engineer's ROW specialists. ROW specialists are not licensed appraisers, and full appraisals are not included in the scope of work.
22. Owner will provide legal assistance to communicate with the legal counsel of any landowner when necessary.
23. Condemnation support is not included.
24. The rates shown above are effective for services through December 31, 2028, and are subject to revision thereafter as allowed by the Agreement.
25. Estimates, schedules, forecasts, and projections prepared by Engineer relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Engineer's experience, qualifications, and judgment as a professional. Since Engineer has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Engineer.

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

- 30% Design Documents
- 30% EOPCC
- Pipeline Alignment Study
- Environmental and Cultural Desktop Review
- 60% Design Documents
- 60% EOPCC
- Topographical Survey and Utility Designation Documents
- Utility Potholing Documents
- Geotechnical Investigation Documents
- 90% Design Documents
- 90% EOPCC
- Easement Documents
- IFB Documents
- 100% EOPCC
- IFC Documents
- Permits
- Community Outreach Documents
- CDPHE BODR
- Zone 4A Pump Station Alternatives Analysis

3. Time. The Services shall commence on 5/13/2026 and be completed by: 7/4/2028.

**Exhibit B**  
**Compensation**

As compensation for completion of the Services in compliance with this Agreement, the Town shall pay Consultant as follows:



Zone 3 Tank and Pipeline

Task Series 100 - Project Management	
Task 101	Project Kickoff Meeting
Task 102	Progress Meetings
Task 103	Project Management
Task 104	Quality Control/Quality Assurance
Task 105	Project Schedule
<b>Task Subtotal</b>	
Task Series 200 - Preliminary Design Phase	
Task 201	Review Existing Documents
Task 202	Prepare 30% Design Documents
Task 203	30% Engineer's Opinion of Probable Construction Cost
Task 204	Preliminary Design Review Meeting
Task 205	Water Model Verification
Task 206	Environmental and Cultural Desktop Review
Task 207	30% Design Review Meeting
Task 208	Pipeline Alignment Study
<b>Task Subtotal</b>	
Task Series 300 - 60% Design	
Task 301	60% Design Documents
Task 302	60% Engineer's Opinion of Probable Construction Cost
Task 303	60% Design Review Meeting
Task 304	Topographic Survey
Task 305	Utility Plotting
Task 306	Geotechnical Investigation
<b>Task Subtotal</b>	
Task Series 400 - 90% Design	
Task 401	90% Design Documents
Task 402	90% Engineer's Opinion of Probable Construction
Task 403	90% Design Review Meeting
Task 404	Easement Document Preparation
<b>Task Subtotal</b>	
Task Series 500 - Construction Documents	
Task 501	Issue for Bid Documents
Task 502	100% Engineer's Opinion of Probable Construction Cost
Task 503	Contractor Prequalification Support
Task 504	Big Phase Support
Task 505	Issues for Construction Documents
<b>Task Subtotal</b>	
Task Series 600 - Permitting and Community Outreach	
Task 601	Permitting
Task 602	Document Preparation for Community Outreach
Task 603	Develop CDPHE BODR
Task 604	Due Diligence and Risk Commitments
Task 605	Easement Valuation and Negotiations
Task 606	Easement Recordings
<b>Task Subtotal</b>	
Task Series 700 - Zone 4A Pump Station Study	
Task 701	Zone 4A Study Kick-Off Meeting
Task 702	Zone 4A Study Progress Meetings
Task 703	Review Existing Documents
Task 704	Zone 4A Pump Station Alternatives
Task 705	Zone 4A Pump Station Workshop
<b>Task Subtotal</b>	
Project Total	

Project Manager	QC/QA	Process Design Lead	Pipeline Design Lead	Hydraulic Modeler	Structural Engineer	Architectural Designer	Civil Engineer	Mechanical Engineer	Electrical Engineer	CAD Designer 1	CAD Designer 2	Environmental Specialist	Cultural Specialist	GIS	Permitting Support	Resident Project Representative	Cost Estimating	ROW Specialist		
Brett Pugh, PE	Nicole Rachelson, PE Woo Chae, PE	Julia Davis, PE	Ian Gallaghy, PE	Corne Benekas	John Kinnholz, PE	Ryan Lang, RA	Josh Lee, PE	David Olson, PE	Vamsi Patwari, PE	Brandon Mimiaga Amol Darne	Kristle Weiss Amol Darne	Angie Caine	Clive Briggs	Katie Shapiro	Ian Gallaghy	Benjamin Hendricks	Mike Halbur	Brittany Keating		
3			6																	
12		24	12	2	2	1		1	1											
60		60																		
12									12											
8		4																		
<b>73</b>	<b>12</b>	<b>88</b>	<b>18</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
2		8	40	4																
40	12	60	120		30	8	40	6	24	120	120									
2		8	16		8	2	8	2	4											
4		4	8																	
1		4	4	6																
1		4	4									20		30		20				
8		4	8																	
12		80					8				24									
<b>70</b>	<b>12</b>	<b>88</b>	<b>276</b>	<b>10</b>	<b>38</b>	<b>10</b>	<b>56</b>	<b>8</b>	<b>28</b>	<b>120</b>	<b>144</b>	<b>20</b>	<b>30</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
40		80	180		40	32	84	6	48	120										
6	20	10	12		8	4	8	2	6											
8		4	8																	
8		4	16				4		32											
1		4	8						4											
1		2	8						30											
<b>29</b>	<b>20</b>	<b>104</b>	<b>224</b>	<b>0</b>	<b>68</b>	<b>36</b>	<b>100</b>	<b>8</b>	<b>64</b>	<b>128</b>	<b>222</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>128</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
24	20	80	110		50	32	50	8	56	130	60									
1		4	3		6	2	8	2	2									8		
8		4	8																	
<b>4</b>	<b>20</b>	<b>70</b>	<b>128</b>	<b>0</b>	<b>66</b>	<b>34</b>	<b>58</b>	<b>10</b>	<b>68</b>	<b>138</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	
10	6	40	50		20	8	20	4	20	60	50									
1		2	2		4	1	2	1	1									2		
4		16	8		2	2	10	2	2											
12		8	24		4	1	2	1	2											
4		12	20		8	2	8	2	4											
<b>31</b>	<b>6</b>	<b>78</b>	<b>104</b>	<b>0</b>	<b>38</b>	<b>14</b>	<b>78</b>	<b>10</b>	<b>28</b>	<b>90</b>	<b>74</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	
12		24	32			8	48	2	2	8				24						
4		4	8																	
4	2	24	16																	
48		13,262	265																	
48		13,262	265																	
48		13,262	265																	
48		13,262	265																	
20		6,804	136																	
<b>20</b>	<b>2</b>	<b>52</b>	<b>56</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>48</b>	<b>2</b>	<b>2</b>	<b>8</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>340</b>																				
12		2	6																	
16		8	16																	
2			12		8															
16			40		8					40										
8		4	8																	
<b>38</b>	<b>26</b>	<b>4</b>	<b>122</b>	<b>48</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Project Total		331	98	484	933	60	204	103	296	39	192	534	510	22	30	20	24	0	10	108

Total Hours	Total Cost	Expenses	Subcontracts	Subtotal		
9	\$ 2,800	\$ 222	\$ -	\$ 2,830		
50	\$ 15,600	\$ 312	\$ -	\$ 15,930		
110	\$ 33,600	\$ 660	\$ 11,240	\$ 44,904		
24	\$ 7,348	\$ 147	\$ -	\$ 7,483		
12	\$ 3,810	\$ 76	\$ -	\$ 3,889		
<b>210</b>	<b>\$ 60,468</b>	<b>\$ 1,478</b>	<b>\$ 11,240</b>	<b>\$ 73,186</b>		
54	\$ 14,390	\$ 288	\$ -	\$ 14,680		
480	\$ 143,280	\$ 3,168	\$ 21,260	\$ 167,708		
2	\$ 13,853	\$ 277	\$ -	\$ 14,131		
14	\$ 4,810	\$ 250	\$ -	\$ 5,060		
1	\$ 3,026	\$ 61	\$ -	\$ 3,087		
78	\$ 24,271	\$ 655	\$ -	\$ 24,927		
8	\$ 5,913	\$ 288	\$ -	\$ 6,201		
120	\$ 34,605	\$ 692	\$ -	\$ 35,297		
<b>932</b>	<b>\$ 288,469</b>	<b>\$ 6,679</b>	<b>\$ 21,968</b>	<b>\$ 317,116</b>		
620	\$ 225,000	\$ 4,500	\$ 17,680	\$ 247,180		
56	\$ 15,808	\$ 316	\$ -	\$ 16,125		
20	\$ 5,913	\$ 288	\$ -	\$ 6,201		
60	\$ 18,913	\$ 378	\$ 82,200	\$ 101,491		
47	\$ 13,332	\$ 267	\$ 60,500	\$ 74,099		
17	\$ 4,734	\$ 95	\$ 27,300	\$ 32,129		
<b>1020</b>	<b>\$ 283,738</b>	<b>\$ 5,965</b>	<b>\$ 18,160</b>	<b>\$ 307,863</b>		
600	\$ 161,798	\$ 3,236	\$ 17,680	\$ 182,714		
30	\$ 10,224	\$ 204	\$ -	\$ 10,428		
20	\$ 5,913	\$ 288	\$ -	\$ 6,201		
<b>24</b>	<b>\$ 6,386</b>	<b>\$ 128</b>	<b>\$ 3,680</b>	<b>\$ 9,394</b>		
<b>680</b>	<b>\$ 184,821</b>	<b>\$ 3,568</b>	<b>\$ 25,770</b>	<b>\$ 214,159</b>		
288	\$ 77,808	\$ 1,556	\$ 17,680	\$ 97,044		
18	\$ 4,665	\$ 93	\$ -	\$ 4,758		
38	\$ 10,805	\$ 212	\$ -	\$ 11,017		
54	\$ 15,382	\$ 308	\$ 5,470	\$ 21,160		
114	\$ 30,480	\$ 609	\$ 3,480	\$ 34,569		
<b>610</b>	<b>\$ 138,960</b>	<b>\$ 2,779</b>	<b>\$ 26,568</b>	<b>\$ 168,308</b>		
174	\$ 48,498	\$ 969	\$ 7,613	\$ 57,080		
18	\$ 4,635	\$ 91	\$ -	\$ 4,726		
48	\$ 13,262	\$ 265	\$ -	\$ 13,527		
48	\$ 13,262	\$ 265	\$ -	\$ 13,527		
48	\$ 13,262	\$ 265	\$ -	\$ 13,527		
48	\$ 13,262	\$ 265	\$ -	\$ 13,527		
20	\$ 6,804	\$ 136	\$ -	\$ 6,940		
<b>340</b>	<b>\$ 100,940</b>	<b>\$ 3,979</b>	<b>\$ 7,613</b>	<b>\$ 112,532</b>		
12	\$ 3,627	\$ 73	\$ -	\$ 3,699		
48	\$ 12,497	\$ 249	\$ -	\$ 12,746		
22	\$ 5,913	\$ 120	\$ -	\$ 6,133		
200	\$ 53,361	\$ 1,067	\$ -	\$ 54,428		
20	\$ 5,913	\$ 118	\$ -	\$ 6,031		
<b>286</b>	<b>\$ 81,383</b>	<b>\$ 1,626</b>	<b>\$ -</b>	<b>\$ 82,809</b>		
Project Total		3998	\$ 1,113,715	\$ 25,133	\$ 276,391	\$ 1,415,240

Except as expressly provided in this Exhibit B, Consultant shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.), vehicle, mileage, or equipment costs.

Consultant may submit invoices to the Town no more frequently than once per month that itemize the Services completed since the last invoice. Consultant shall include in all invoices an itemization of the Services rendered and the hourly breakdown for all personnel and other charges, and supporting documentation as may be required by the Town.

### Certificate Of Completion

Envelope Id: 3B6A44C2-8FF6-8784-82EC-9703AD21E306  
 Subject: Complete with Docusign: BMcD PSA Zone 3 Tank and System Improvements.pdf  
 Source Envelope:  
 Document Pages: 25  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Lyndsy Willette  
 645 Holbrook Street  
 P.O. Box 750  
 Erie, CO 80516  
 lwillette@erieco.gov  
 IP Address: 50.206.104.130

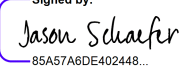
### Record Tracking

Status: Original  
 5/1/2026 10:41:11 AM  
 Holder: Lyndsy Willette  
 lwillette@erieco.gov  
 Location: DocuSign

### Signer Events

Jason Schaefer  
 jschaefer@burnsmcd.com  
 Vice President  
 Burns & McDonnell, Inc.  
 Security Level: Email, Account Authentication  
 (None)

### Signature

Signed by:  
  
 85A57A6DE402448...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 4.17.8.122

### Timestamp

Sent: 5/1/2026 10:42:37 AM  
 Viewed: 5/4/2026 8:17:40 AM  
 Signed: 5/4/2026 8:25:42 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/13/2021 3:40:43 PM  
 ID: a67ce963-f82d-4603-a856-d0337d7552de

### 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

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

**COPIED**

Sent: 5/4/2026 8:25:43 AM  
 Viewed: 5/4/2026 8:43:27 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/29/2026 1:14:18 PM  
 ID: 88131ad6-4c44-43ab-a862-bef78a421034

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	5/1/2026 10:42:37 AM
Certified Delivered	Security Checked	5/4/2026 8:17:40 AM
Signing Complete	Security Checked	5/4/2026 8:25:42 AM
Completed	Security Checked	5/4/2026 8:25:43 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](mailto: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](mailto: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](mailto: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](mailto:docusign@erieco.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 5/12/2026**

**File #:** 2026-229, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with Western Plains Construction for the 2026 Street Maintenance - Phase 2

**DEPARTMENT:** Public Works

**PRESENTER(S):** David Pasic, Public Works Director  
Isaac Lopez, Streets and Traffic Superintendent

**TIME ESTIMATE:** 0 minutes

**FISCAL SUMMARY:**

Cost as Recommended:	\$ 3,502,700
Balance Available:	\$ 4,720,369
Fund	Capital Improvements Fund
Line Item Number:	110-70-425-605000-100378
New Appropriation Required:	No

**POLICY ISSUES:**

Town Council approval is needed to expend budgeted funds for Phase 2 of the 2026 Street Maintenance improvements. This serves the Council’s goal for maintaining infrastructure.

**STAFF RECOMMENDATION:**

Approve the resolution

**SUMMARY/KEY POINTS**

- Annual maintenance of Town streets
- Delaying this service would result in additional deterioration and additional, even higher, future costs.

**BACKGROUND OF SUBJECT MATTER:**

The 2026 Capital Budget includes funds for annual street maintenance projects. The Town uses pavement management software (StreetScan) to identify and prioritize segments based on existing life expectancy. Staff requested bids using the Rocky Mountain E-Purchasing system. Bids were received on April 24, 2026. The Town received five bids.

Phase 2 includes application of a 2" edge mill & overlay on portions of various roads in Vista Ridge - approximately 185,394 SY. All areas in Vista Ridge will require repair of premarked subgrade failures, profile milling, following the milling the surface will be inspected for cracking and addressed as needed, valves and manholes will be adjusted and all pavement marking replaced, as well as additional Pavement markings.

Application of a 2" edge mill & overlay on portions of various roads in Historic Old Town Erie - approximately 30,897 SY. All areas in Historic Erie will require repair of premarked subgrade failures, profile milling, following the milling the surface will be inspected for cracking and addressed as needed, valves and manholes will be adjusted and all pavement marking replaced.

The lowest bidder was Western Plains Construction with a bid of \$3,184,306.64.

**Cost Summary**

Original Contract	\$3,184,306.64
<u>Contingency (10%)</u>	<u>\$ 318,393.36</u>
Total	\$3,502,700.00

**ATTACHMENT(S):**

1. Resolution
2. Construction Contract

**Construction Contract**  
**(2026 Street Maintenance Project (P26-1017-2))**

This Construction Contract (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado home rule municipality (the "Town"), and Western Plains Construction, an independent contractor with a principal place of business at 8134 Conifer Road, Denver, CO 80221 ("Contractor") (each a "Party" and collectively the "Parties").

**Recitals**

- A.** The Town issued a Request for Bids for the construction of the Project, dated March 31, 2026, ("RFB"), which is incorporated by this reference as if fully set forth here. The Town subsequently issued addendums on April 17, 2026, and April 20, 2026, all of which are also incorporated by this reference as if fully set forth here.
- B.** Contractor responded to the RFB and submitted its Bid for the Project on April 24, 2026, which Bid is incorporated by this reference as if fully set forth here.
- C.** The Town has determined that Contractor submitted the most qualified, responsible and responsive Bid and has selected Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

**Agreement**

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

- 1. **Contract Documents.** The "Contract Documents" for this Project consist of the following:
  - A. Bid Form (including Bid Summary)
  - B. Bid Schedule
  - C. Bidder's Qualification Statement
  - D. This Contract
  - E. General Provisions
  - F. Special Provisions
  - G. Federal Forms and Provisions (if applicable)
  - H. Technical Specifications
  - I. Construction Drawings
  - J. Certificate of Insurance Verification
  - K. Notice of Award
  - L. Notice to Proceed

- M. Bid Bond
- N. Payment and Performance Bond
- O. Certificate of Final Payment
- P. Final Acceptance Form
- Q. Documentation submitted by Contractor prior to Notice of Award
- R. Bid Addenda 1 through 2

Any conflicts or inconsistencies between or among any of the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

2. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference:

- Application of a 2" edge mill & overlay on portions of various roads in Vista Ridge—approximately 185,394 SY. All areas in Vista Ridge will require repair of premarked subgrade failures, profile milling, following the milling the surface will be inspected for cracking and addressed as needed, valves and manholes will be adjusted and all pavement marking replaced, as well as additional Pavement markings.
- Application of a 2" edge mill & overlay on portions of various roads in Historic Old Town Erie – approximately 30,897 SY. All areas in Historic Erie will require repair of premarked subgrade failures, profile milling, following the milling the surface will be inspected for cracking and addressed as needed, valves and manholes will be adjusted and all pavement marking replaced.

3. Term. The initial term of this Agreement shall be one (1) year ("Initial Term"). Following the Initial Term, the Town may opt to extend this Agreement for up to two (2) successive one (1) year renewal terms (each a "Renewal Term"). Any such extension of this Agreement shall be confirmed by a written amendment to this Agreement signed by both Parties.

4. Bonds. Within 10 days of the date of this Contract, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents. A payment and performance bond is not required for contract amounts under \$50,000 unless indicated differently in the Request for Bids or the Contract Documents.

5. Commencement and Completion of Work. Contractor shall commence the Work within 10 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished pursuant to the schedule in the Contract Documents, unless the period Substantial Completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 14 days of the date of Substantial Completion and in no event beyond the expiration of the Initial Term.

6. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed \$3,502,700.00. The Town shall be entitled to keep all savings resulting from a difference in total sums finally paid to Contractor and the Contract Price.

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

8. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

k. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. The foregoing notwithstanding, in accordance with §24-91-103.6, C.R.S., the Town has appropriated funds in an amount at least equal to the Contract Price and will comply with the requirements of §24-91-103.6, C.R.S., for any approved Change Orders.

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

In Witness Whereof, this Construction Contract has been executed by the Parties as of the Effective Date.

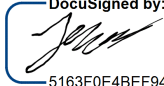
**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

By:  \_\_\_\_\_  
5163F0E4BEF94F8...  
Jesus Guiterrez, Owner

**Town of Erie  
Resolution No. 26-091**

**A Resolution of the Town Council of the Town of Erie Approving a  
Construction Contract with Western Plains Construction for the  
2026 Street Maintenance Phase 2**

**Whereas**, the Town of Erie (the "Town") issued a Request for Bids dated March 31, 2026, to obtain bids for the second phase of the Town's 2026 street maintenance program (the "Project"); and

**Whereas**, the Town requires the services of Western Plains Construction for construction services related to the Project.

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

**Section 1.** The Construction Contract with Western Plains Construction is hereby approved in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Contract on behalf of the Town.

**Adopted this 12th 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: 5/12/2026**

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**File #:** 2026-258, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Appointing Members to the Airport Economic Development Advisory Board, the Historic Preservation Advisory Board, the Open Space and Trails Advisory Board, the Sustainability Advisory Board, and the Tree Advisory Board

**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:**

Appointments to the Town's Advisory Boards may only be made by a majority vote of the Town Council.

**STAFF RECOMMENDATION:**

Approve Resolution 26-074 which will appoint four (4) members to the Airport Economic Development Advisory Board (AEDAB), four (4) members to the Historic Preservation Advisory Board (HPAB), four (4) members to the Open Space Trails Advisory Board (OSTAB), five (5) members to the Sustainability Advisory Board (SAB), and three (3) members to the Tree Advisory Board (TAB). These appointments will fill vacancies due to resignations or term expirations.

**SUMMARY/KEY POINTS**

- Recruitment began on January 23, 2026, and ended on February 27, 2026.
- Applications were forwarded to each Advisory Board for review.
- Advisory Boards were asked to submit appointment recommendations to Town Clerk after their April 2026 meeting.

**BACKGROUND OF SUBJECT MATTER:**

Recruitment to appoint members to AEDAB, HPAB, OSTAB, SAB, and TAB began on January 23,

2026 and concluded on February 27, 2026. During the recruitment period, the Town received many applications for each Advisory Board.

The Town Clerk verified that all applicants met the requirements for the Advisory Board they were interested in serving on. Applications were then sent to each Advisory Board prior to their April 2026 meeting at which time they determined who their recommended appointee(s) would be.

Please see the attached applications for the recommended appointee(s) for each Advisory Board as well as complete list of all appointees and their terms.

**ATTACHMENT(S):**

1. Resolution 26-074
2. AEDAB Applications
3. HPAB Applications
4. OSTAB Applications
5. SAB Applications
6. TAB Applications
7. Recommended Appointments & Term List

**Town of Erie  
Resolution No. 26-074**

**A Resolution of the Town Council of the Town of Erie Appointing Members to the Airport Economic Development Advisory Board, the Historic Preservation Advisory Board, the Open Space and Trails Advisory Board, the Sustainability Advisory Board, and the Tree Advisory Board**

**Whereas**, the Airport Economic Advisory Board currently has 4 vacancies, and has received applications for appointment, and recommendations for such appointments;

**Whereas**, the Historic Preservation Advisory Board currently has 4 vacancies, and has received applications for appointment, and recommendations for such appointments;

**Whereas**, the Open Space and Trails Advisory Board currently has 4 vacancies, and has received applications for appointment, and recommendations for such appointments;

**Whereas**, the Sustainability Advisory Board currently has 5 vacancies, and has received applications for appointment, and recommendations for such appointments; and

**Whereas**, the Tree Advisory Board currently has 3 vacancies, and has received applications for appointment, and recommendations for such appointments.

**Now Be it Resolved by the Town Council of the Town of Erie, Colorado that:**

**Section 1.** The Town Council hereby makes the following appointments for the following terms:

**Airport Economic Development Advisory Board**

<u>Seat #</u>	<u>Name</u>	<u>Term Length</u>	<u>Term</u>
2	Kevin Cain	3 years	June 1, 2026–April 30, 2029
5	Lyle Martin	3 years	June 1, 2026–April 30, 2029
6	Steve Toebben	3 years	June 1, 2026–April 30, 2029
7	Michael Bowden	3 years	June 1, 2026–April 30, 2029

**Historic Preservation Advisory Board**

<u>Seat #</u>	<u>Name</u>	<u>Term Length</u>	<u>Term</u>
2	Kelsey Bibo	3 years	June 1, 2026–April 30, 2029
5	Rachel Folger	3 years	June 1, 2026–April 30, 2029
6	DeAndrea Arndt	3 years	June 1, 2026–April 30, 2029
7	Alex Wicks	3 years	June 1, 2026–April 30, 2029

**Open Space and Trails Advisory Board**

<u>Seat #</u>	<u>Name</u>	<u>Term Length</u>	<u>Term</u>
2	Ken Martin	3 years	June 1, 2026–April 30, 2029
5	Christine Felz	3 years	June 1, 2026–April 30, 2029
6	Ed Guignon	3 years	June 1, 2026–April 30, 2029
7	Tim Payne	3 years	June 1, 2026–April 30, 2029

**Sustainability Advisory Board**

<u>Seat #</u>	<u>Name</u>	<u>Term Length</u>	<u>Term</u>
1	Anne Walsh	3 years	June 1, 2026–April 30, 2029
2	Kathleen Teal	3 years	June 1, 2026–April 30, 2029
3	William Thomas	1 year	June 1, 2026–April 30, 2027
5	Megan Anders	1 year	June 1, 2026–April 30, 2027
7	Karen Winkler	3 years	June 1, 2026–April 30, 2029

**Tree Advisory Board**

<u>Seat #</u>	<u>Name</u>	<u>Term Length</u>	<u>Term</u>
2	Jason Shimmel	3 years	June 1, 2026–April 30, 2029
3	Lianna Walsh	3 years	June 1, 2026–April 30, 2029
6	Patty O'Donnell	3 years	June 1, 2026–April 30, 2029

**Adopted this 12th day of May, 2026.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk



**Town of Erie Airport and Economic Development Advisory Board Application**

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **third Thursday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Airport and Economic Development Advisory Board could be grounds for dismissal.

Full Name	Kevin Cain
Are you an Erie resident?	Yes
Are you under the age of eighteen (18)?	No
Home Address	[REDACTED]
Email	[REDACTED]
Primary Phone Number	[REDACTED]
Employer	City and County of Denver
Job Title/Occupation	Assistant General Counsel, Denver International Airport
Have you ever been employed by the Town of Erie?	No
Do you work for or own a company that does business with the Town of Erie?	No
What is your highest level of education completed?	Master Degree or Higher
Are you currently serving on a board?	Yes
Which board are you serving on?	Airport Economic Development Advisory Board

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Are you applying for more than one board? No

---

This board meets the third **Thursday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

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**Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?**

I have been an airport professional for twenty years, representing Denver International Airport as in-house legal counsel. I have a deep understanding of airport issues and operations, and hold a Certified Member certification from the American Association of Airport Executives ("AAAE"). Erie has been my home for nearly twenty years, I have three children who have gone through (or are currently in) Erie schools and am proud of my community. I understand the importance of public service and community involvement and have expertise essential to the work of the airport board.

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**Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?**

Yes, I have served on the airport board since its creation in 2020. When the board was first formed, the airport and its operational and economic importance to the Town was not particularly a priority. Through the work of the board, the airport is evolving into an even more integral part of the community. Major concerns or issues are sustainable development of the airport while maximizing the economic benefits to the town and providing good stewardship of an important Town asset.

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**Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?**

In my professional role, I work on a daily basis as part of small, cross-functional teams with multiple stakeholders on critical and time-sensitive projects. My role often highlights identifying risks, and means to mitigate risk. On many occasions, a focus on speed of delivery and meeting short-term goals leads to critical risks being overlooked or minimized. I take the time to understand the direction of each team member and work to advise on how both the short-term and long-term goals can be met with a compromise solution when all identified aspects of each goal is considered, not just personal preference of each stakeholder. The result is frequently a better, unified solution that meets the needs/goals of all stakeholders.

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**If you were appointed, what goals would you like to see accomplished on this board or commission?**

Continuing the board's goal of developing the airport asset to provide a first-class public general aviation airport, with hangar space and community amenities within a structure of economic self-sufficiency.

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**Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?**

Yes

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## Please Read and Agree with the Following Statement:

I certify that the facts and statements contained in this Board and Commission Application is true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or representation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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I agree

Yes

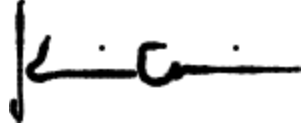
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All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.

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Yes

Acknowledgement Signature

A handwritten signature in black ink, appearing to be "J. C.", written over a horizontal line.



**Town of Erie Airport and Economic Development Advisory Board Application**

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **third Thursday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Airport and Economic Development Advisory Board could be grounds for dismissal.

Full Name	Michael Bowden
Are you an Erie resident?	Yes
Are you under the age of eighteen (18)?	No
Home Address	[REDACTED]
Email	[REDACTED]
Primary Phone Number	[REDACTED]
Employer	OpenText Corp
Job Title/Occupation	Software Architect
Have you ever been employed by the Town of Erie?	No
Do you work for or own a company that does business with the Town of Erie?	No
What is your highest level of education completed?	Bachelors Degree
Are you currently serving on a board?	Yes
Which board are you serving on?	AEDAB

Are you applying for more than one board? No

This board meets the third **Thursday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?

I would like to assist in further enriching what the airport can offer to the residents of Erie. It is a valuable asset of the town that few towns possess. Aviation is integral to today's lifestyle for work, for travel, economically, employment, emergency services, education, entertainment, and mobility. I have been a private pilot since I was 21 years old, have lived near airports most of my life, and I am intimately familiar with both the benefits and impact an airport has on the surrounding area in which it operates.

Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?

I have been a member of the AEDAB for over 3 years, currently serving as Secretary. I believe my input as a champion for community integration/involvement has been valuable for ensuring the airport serves more than just the pilots & owners who use the airport.

Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?

I have served in the leadership of small groups at work, in Boulder business groups, in the Boy Scouts, and in town advisory groups. I feel it is important to acknowledge each member's opinion and perspective but keep focus on achievement of long term goals and objectives, understanding that compromise is a necessary element of all negotiations and relationships.

If you were appointed, what goals would you like to see accomplished on this board or commission?

Allow the airport to operate and make improvements in a revenue positive direction. Enhance awareness of what the airport has to offer the families and residents of the town in general.

Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?

Yes

## Please Read and Agree with the Following Statement:

I certify that the facts and statements contained in this Board and Commission Application is true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

I agree

Yes

All board and commission members must follow the rules and regulations in the Erie Municipal

Yes

Code as well as the Town's policies related to harassment, anti-violence, and technology use.

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Acknowledgement Signature



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**Town of Erie Airport and Economic Development Advisory Board Application**

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **third Thursday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Airport and Economic Development Advisory Board could be grounds for dismissal.

Full Name	Lyle Martin
Are you an Erie resident?	Yes
Are you under the age of eighteen (18)?	No
Home Address	[REDACTED], Erie, CO
Email	[REDACTED]
Primary Phone Number	[REDACTED]
Alternate Phone Number	[REDACTED]
Employer	Retired
Job Title/Occupation	Retired
Have you ever been employed by the Town of Erie?	No
Do you work for or own a company that does business with the Town of Erie?	No
What is your highest level of education completed?	Bachelors Degree
Are you currently serving on a board?	Yes

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Which board are you serving on? Erie Airport Economic Development Board

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Are you applying for more than one board? No

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This board meets the third **Thursday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

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Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?

I am a resident of the Erie Airpark and have a vested interest in the long-term viability of the Erie Airport. For the last 14 months I have served on the Erie Airport Economic Development Board, and my work career as an executive in the building industry has allowed me to assist the Board in understanding the revenue challenges and develop proposed solutions. I am also an active pilot and interact with many of the stakeholders at the airport, which I believe gives me a unique insight into the airport challenges and opportunities.

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Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?

I am currently serving on the Erie Airport Economic Development Board. The Erie Airport is a great asset to the community, generating \$23M in business revenue in the community. But it also is challenged to generate the funds necessary to operate as revenue neutral. This past year we have spent a considerable amount of time understanding the revenue sources, how they are currently managed, and developing a plan to that will bring the airport to a satisfactory revenue level. It has been an enlightening experience, and I would like to continue to assist in presenting the City of Erie options to make the Airport financially viable.

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Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?

My career in the building industry, more specifically managing very large projects, I have learned the importance of coming to a consensus in order to be successful. However, sometimes a consensus is not possible, and in those moments you just have to agree to disagree. But you do this in a manner respectful to all parties involved so that you can continue to work towards a common goal. I've enjoyed the last 14 months on the Erie Airport Economic Development Board because all parties have a common goal, and we have worked well together to tackle the challenges.

---

If you were appointed, what goals would you like to see accomplished on this board or commission?

Very soon the Board will be presenting to the City a proposed revenue structure that will allow the Airport to achieve a balanced budget. The Mayor and the Council will then have to make some hard decisions. I believe the Board can be of great assistance over the next year in assisting the Mayor, City Council, and City Staff in communicating the importance of the long-term viability of the Airport to all the stakeholders associated with the airport. Therefore, I would like to continue my work on the Board to see this process through.

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Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?

I am retired and have the time and commitment necessary to help the Board be successful. I have not missed a monthly meeting since being appointed.

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## Please Read and Agree with the Following Statement:

I certify that the facts and statements contained in this Board and Commission Application is true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or representation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town.

I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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I agree Yes

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All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use. Yes

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Acknowledgement Signature

A handwritten signature in black ink, appearing to be "T. M. W.", written in a cursive style.



**Town of Erie Airport and Economic Development Advisory Board Application**

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **third Thursday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Airport and Economic Development Advisory Board could be grounds for dismissal.

Full Name	STEVEN TOEBBEN
Are you an Erie resident?	Yes
Are you under the age of eighteen (18)?	No
Home Address	[REDACTED] ERIE CO 80516
Email	[REDACTED]
Primary Phone Number	[REDACTED]
Employer	CITY AND COUNTY OF DENVER
Job Title/Occupation	SUPERVISOR
Have you ever been employed by the Town of Erie?	No
Do you work for or own a company that does business with the Town of Erie?	No
What is your highest level of education completed?	Master Degree or Higher
Are you currently serving on a board?	No

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Are you applying for more than one board? No

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This board meets the third **Thursday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

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**Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?**

I am interested in serving on the Town of Erie Airport and Economic Development Advisory Board because I am deeply passionate about how local general aviation airports can serve as catalysts for safe aviation operations, thoughtful growth, and long-term economic vitality. Having spent much of my career at the intersection of aviation infrastructure, public service, and community-focused development, I view Erie's airport not simply as a transportation asset but as a strategic platform that can support business attraction, emergency services, workforce development, and overall quality of life in the Town of Erie.

If appointed, I would bring over two decades of experience in airport operations, capital planning, and complex stakeholder coordination across public, private, and governmental environments, along with hands-on leadership experience from my current role at Denver International Airport in facility programming, infrastructure development, budgeting, and long-term strategic project integration. As a Certified Member of the American Association of Airport Executives with extensive military and civilian leadership experience, I am skilled at evaluating risk, balancing competing priorities, and translating technical concepts into clear, actionable guidance, and I would bring a collaborative, strategic-focused, and service-oriented perspective to help the Town of Erie steward its airport as a safe, efficient, and economically impactful community asset.

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**Have you served on another board/commission in an advisory capacity? If so, please describe in that capacity a good experience? What were the major concerns or issues?**

I have not previously served on a formal board or commission in an advisory capacity; however, much of my career has been spent in advisory and governance-adjacent roles where providing informed recommendations, balancing stakeholder interests, and supporting senior decision-makers were core responsibilities. Throughout my civilian aviation career and military service, I have participated in planning forums, working groups, and leadership councils focused on evaluating policies, infrastructure investments, risks, and long-term strategic impact.

These experiences required engaging diverse perspectives, surfacing concerns early, and translating complex technical and operational issues into clear, actionable options for leadership—often while aligning growth with operational constraints and managing limited resources responsibly. Collectively, these experiences have given me a strong appreciation for the value of advisory bodies in shaping transparent, community-centered decisions and have motivated me to pursue formal board service, where I can apply the same collaborative, analytical, and service-oriented approach in support of the Town of Erie's airport and economic development goals.

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**Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?**

Throughout my career, I have frequently worked in small strategic planning groups where project decisions carried long-term implications well beyond their immediate scope. One example occurred during a capital program planning effort when the team was inclined to advance projects primarily based on short-term execution timelines. From a strategic planning perspective, I was concerned this approach did not sufficiently account for organizational interdependencies, future operational demand, or alignment with longer-range goals.

Rather than reacting oppositionally, I analyzed broader program impacts, developed alternative scenarios, and facilitated a discussion that connected project sequencing to lifecycle value, risk management, and strategic outcomes. The result was a more deliberate planning framework that balanced near-term priorities with long-term

sustainability, ultimately leading to adjustments in the project roadmap to better align with strategic objectives and resource constraints. This experience reinforced my belief that effective strategic planning requires both the confidence to raise concerns and the discipline to frame them within shared goals, and that thoughtful dialogue can transform differing perspectives into stronger, more resilient decisions—an approach I would bring to service on an advisory board.

**If you were appointed, what goals would you like to see accomplished on this board or commission?**

If appointed, one of my primary goals would be to help the Board advance a clear, balanced vision for the Erie Municipal Airport that reflects both its operational importance and its close connection to the surrounding community. As an Erie resident who overlooks the airport every day, I experience firsthand how airport activity, land use decisions, and long-term planning directly influence quality of life, safety, and community character, which gives me a strong personal stake in thoughtful, well-informed outcomes.

Drawing on my professional background in strategic planning, capital programming, and airport infrastructure, I would help the Board reinforce clear priorities, objectively evaluate trade-offs, and provide practical, data-driven recommendations to Town leadership. Ultimately, my goal would be to help guide decisions that reflect both professional best practices and the lived experience of Erie residents, supporting an airport that serves the community effectively today while being positioned for sustainable, community-supported success in the future.

**Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?**

Yes, I am fully aware of the time commitment associated with serving on this board, and I have the personal time and flexibility to participate consistently and meaningfully.

**Upload resume and additional documents (optional)**



Steve Toebben (Resume) v2.0 - 20260227.pdf

## Please Read and Agree with the Following Statement:

I certify that the facts and statements contained in this Board and Commission Application is true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or representation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

**I agree** Yes

**All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.**

Yes

**Acknowledgement Signature**

# STEVEN M. TOEBBEN, M.C.E., C.M.

## PROFESSIONAL SUMMARY

An American Association of Airport Executives Certified Member (C.M) with over 20 years of expertise in **systems integration**, **strategic program management**, and **construction engineering**. Proven success in leading cross-functional teams across public and private sectors, including government, military, and large-scale infrastructure projects. Expertise in **synchronizing complex capital programs**, **managing operational processes**, and **integrating multiple stakeholder priorities** into cohesive strategies that deliver measurable results. Adept at **budget forecasting**, **contract negotiations**, and **innovation testing** for large-scale initiatives. Seeking to leverage extensive experience and leadership skills in a strategic Director role to further enhance the integration of operations, programs, and customer services at Denver International Airport (DEN).

## CORE VALUES / KEY SKILLS

- Integrity
- Service
- Excellence
- Accountability
- Systems Integration & Program Management
- Cross-Departmental Leadership
- Strategic & Operational Planning
- Team Development & Supervision

### Planned & Programmed Engineering Efforts

- Developed and instituted DEN's Facility Programming project lifecycle to include procedures and synchronization cadence, ensuring Stakeholder awareness and consistency across the development of Design, Engineering, and Construction projects.
- Led planning charrette efforts for \$450M worth of programmed Military Construction (MILCON) works, covering three installations, supporting European Command's (EUCOM) #1 program initiative.
- Assisted in developing 30 engineering projects valued at \$2.6 million; supported 2-year design reserve for post-base Realignment and Closure (BRAC) tenants.
- Set European Command's (EUCOM) United Kingdom FY21 European Deterrence Initiative (EDI) program for success by posturing 32 end-of-year projects totaling \$23M.

### Strategic and Operational Program Management

- Providing oversight and management to support DEN's 2023 Design, Engineering, and Construction Division Project CIP program, covering 111 projects worth \$283M.
- Successfully completed over 2,700 work orders/project requests with a 94% total completion rate throughout final Base Realignment and Closure preparations, demonstrating a strong focus on base maintenance/installation program.
- Developed organizational campaign plan, synchronizing personnel to project requirements, ultimately linking strategy-to-task for 270 projects worth \$39 million.

### Management and Administration

- Successfully provided direct leadership and supervision to over 200+ personnel throughout 19-year military and civilian careers, demonstrating strong leadership and management skills.
- Effectively managed 150 United Kingdom's Reserve Support program members over three years, covering a \$60M contract.
- Led future engineer planning & programming operations for 509 personnel across ten nations/19 locations, supporting Operation Enduring Freedom and the United States Central Command operational engineering requirements.
- Synchronized congressionally mandated 2005 Base Realignment and Closure of two programs securing \$413 million in seamless equipment transfers; implemented five months ahead of schedule.

## RECENT FEDERAL SERVICE & PRIVATE SECTOR EXPERIENCE

### Denver International Airport – City & County of Denver

**Supervisor of Project Programming and Development**

**Supervisor of Facility Design & Construction**

*Design, Engineering & Construction Department, Denver, Colorado*

- Led Denver International Airport's Facility Programming and Project Management teams, driving cross-departmental collaboration and aligning capital improvement and project lifecycle management with DEN's strategic goals. Spearheaded the development and execution of the facility project programming lifecycle, ensuring consistent stakeholder engagement and seamless integration across the Design, Engineering, and Construction phases. Management supervision of over 100 projects, totaling \$283M, and provided oversight of project budgets, schedules, and contractor performance. Developed new processes to optimize resource allocation and streamline department communication, ensuring alignment with DEN's operational goals and system-wide integration efforts.

**September 2021 – Present**

**July 2023 – Present**

**September 2018 – July 2025**

### United States Air Force (USAF), Title 10 [Active Duty]

**May 2018 – June 2021**

**May 2018 – June 2021**

**Program Manager (Major)**

*European Deterrence Initiative (EDI) Program (USAFE-AFRAFICA, USAF), Royal Air Force Base Fairford, United Kingdom (UK)*

- Key to \$4.3B EDI construction programs, enabling strategic requirements for 22 NATO Air Bases. Led the strategic integration and management of the European Deterrence Initiative (EDI), overseeing \$337.8M in infrastructure programs across 22 NATO Air Bases. Developed and executed comprehensive systems integration plans, aligning infrastructure

projects with military operational goals. Coordinated efforts between multiple agencies, ensuring that contractor performance and stakeholder requirements were consistently met and exceeded.

**Lead Civil Engineer (Acting) (Major)** **August 2019 – January 2020, January 2021 – March 2021**

*Civil Engineer Department (420 ABS/CE), Royal Air Force Base Fairford, United Kingdom (UK)*

- Provided vital Leadership and Management for United States Air Forces Europe (USAFE) on strategic bomber installation. Managed a 27-member team, sustaining a \$455M infrastructure platform, covering two military installations and over 300 buildings on 1,900 acres.

**D.H. Griffin Construction, LLC**

**August 2017 – April 2018**

**Project Manager**

*Greensboro, North Carolina*

- Managed complex construction projects, overseeing timelines, budgets, and contract negotiations to ensure successful project delivery. Coordinated with subcontractors, engineers, and clients to streamline processes and mitigate risks, ensuring timely completion of projects and adherence to safety and quality standards.

**Hayward Baker, Inc., A Keller Company**

**September 2014 – April 2017**

**Project Manager**

*Southern States Region, Greensboro, North Carolina*

- Responsible for managing structural support and ground improvement projects, estimating and proposal preparation, business development, contract negotiations, managing change orders and claims, monitoring and managing the project schedule, cost control and QA/QC requirements, project invoicing, and securing payments.

**Onsite Project Manager**

**September 2014 – July 2016**

*Southern States Region, Greensboro, North Carolina*

- Provided project engineers and project managers with hands-on assistance in completing their day-to-day project QA/QC and other technical documentation requirements.

## OTHER FEDERAL EXPERIENCE

**North Carolina Air National Guard (NC ANG), Title 32 [Air National Guard]**

**October 2011 – May 2024**

*Regional Civil Engineer Program (245 CEF, NC ANG), Charlotte Douglas International Airport, North Carolina*

- Successfully coordinated multi-stakeholder integration efforts as a team member of the Regional Civil Engineer Program, ensuring that all engineering projects align with strategic military goals and regulatory compliance.

**Program Director (Major)**

**July 2021 – May 2024**

**Program Manager (Major),**

**October 2017 – April 2018**

**Senior Project Manager (Major)**

**September 2013 – October 2017**

**Project Manager (Captain)**

**October 2011 – September 2013**

**United States Air Force (USAF), Title 10 [Active Duty]**

**July 2004 – October 2011**

**Senior Project Manager (Captain)**

**June 2010 – October 2011**

*Civil Engineer Operations Program (43 CES/CEO, USAF), Pope Army Airfield, North Carolina*

**Assistant Project Manager (Captain)**

**October 2009 – June 2010**

*Mission Support Department (354 MSG, USAF), Eielson Air Force Base, Alaska*

**Operations Manager (1st Lieutenant & Captain)**

**May 2006 – October 2009**

*Readiness & Emergency Management Program (354 CES, USAF), Eielson Air Force Base, Alaska*

*Civil Engineer Customer Service Program (78 CES, USAF), Warner-Robins Air Force Base, Georgia*

**Project Engineer (2nd & 1st Lieutenant)**

**July 2004 – May 2006**

*Roofing Section (78 CES, USAF), Warner-Robins Air Force Base, Georgia*

*Engineering Section (778 CES, USAF), Warner-Robins Air Force Base, Georgia*

**Deployed Tours, Title 10 [Active Duty]**

**Program Manager – Civil Engineering Future Operations, Al Udeid Air Base, Qatar**

**March 2013 – October 2013**

**Operations Manager – Civil Engineer Program, Bagram Airfield, Afghanistan**

**February 2009 – August 2009**

**Project Engineer – Civil Engineer Program, Forward Operating Base Sharana, Afghanistan**

**June 2006 – December 2006**

## EDUCATION / TRAINING / SIGNIFICANT QUALIFICATIONS / HONORS / MISC.

**Master of Civil Engineering, Geotechnical Engineering,**  
North Carolina State University **December 2013**

**Bachelor of Science, Civil Engineering,**  
University of Missouri - Columbia **May 2004**

<b>AAAE Certified Member Program, Denver International Airport, Colorado</b>	<b>November 2024</b>
<b>LeadershipDEN, Denver International Airport, Colorado</b>	<b>March 2024</b>
<b>Air Command and Staff College (via Correspondence), Maxwell Air Force Base, Alabama</b>	<b>March 2019</b>
<b>Squadron Officer School (via Correspondence), Maxwell Air Force Base, Alabama</b>	<b>April 2013</b>
<b>Civil Engineer Leadership Development Course, Wright-Patterson Air Force Base, Ohio</b>	<b>July 2005</b>
<b>Airfield Pavement Maintenance and Rehabilitation Course, Wright-Patterson Air Force Base, Ohio</b>	<b>June 2005</b>
<b>Airfield Pavement Construction Inspection Course, Wright-Patterson Air Force Base, Ohio</b>	<b>February 2005</b>
<b>Aerospace Basic Leadership Development Course, Maxwell Air Force Base, Alabama</b>	<b>October 2004</b>



**Town of Erie Historic Preservation Advisory Board Application**

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **fourth Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Historic Preservation Advisory Board could be grounds for dismissal.

Full Name	DeAndrea K. Arndt
Are you an Erie resident?	Yes
Are you under the age of eighteen (18)?	No
Home Address	[REDACTED]
Email	[REDACTED]
Primary Phone Number	[REDACTED]
Alternate Phone Number	303-847-4689
Employer	Self
Job Title/Occupation	Volunteer
Have you ever been employed by the Town of Erie?	No
Do you work for or own a company that does business with the Town of Erie?	No
What is your highest level of education completed?	Bachelors Degree
Are you currently serving on a board?	Yes

Which board are you serving on? HPAB

Are you applying for more than one board? No

This board meets the fourth **Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?

I have served on the Historic Preservation Board for the last two years. Due to taking over another's term and home rule change, I'm re-applying to serve another term. I currently serve as HPAB Vice Chair and enjoy preserving the history of Erie. As a 22 yr resident, I feel I have a longer-term view, or better historical reference of current growth and future preservation of the Town's history.

Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?

I have served on various community boards and committees. I enjoy collaboration with people of differing view points and believe we should consistently learn from others.

Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?

Majoring on minor disagreements, and not acknowledging other's viewpoints inhibits progress. When boards have a common goal, clear communication and good leadership, much can be accomplished. Being available to show up to various events and developing personal relationships with my fellow board members have made all the difference. I also enjoy working with the Commissioners and Town Staff on executing our goals.

If you were appointed, what goals would you like to see accomplished on this board or commission?

HPAB is currently exploring the idea of a Historic District. While I'm not sure if we should go in that direction, I'm willing to explore it. I would like to acquire the Old Depot building and see that placed in Linear park as a small museum. Also distribution and ongoing info and engagement to the public about historic tax credits, and the registration of historic buildings and mines.

Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?

Yes. I have only missed two meetings in the last two years. I especially enjoy public engagement opportunities.

Upload resume and additional documents (optional)

 DKAResume (1).docx

Please read and agree with the following statement:

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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I Agree

Yes

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All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.

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Yes

Acknowledgement Signature



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Employment

Erie Economic Development Council 2021-2022
Director

Engaging business leaders and residents in the promotion of economic development in Erie, CO

EIS Solutions, (Public Relations Firm) 2017-2020
PR Consultant to Vital for Colorado

Monitoring of political developments and candidate research. Pushed community engagement and advocacy at the municipal, county and state level.

Weld Energy Council 2016-2017
Co-Chair

Community relations, education on energy issues impacting Weld County. Engaging citizens and local leaders, community advocacy on energy issues in Weld County, Colorado.

Erie Forward! 2015-2017
Director

Social media, community relations and organizing those to educate and engage fellow citizens on the benefits of a strong energy economy.

Green Mountain Christian Academy 1999-2005
Secondary Supervisor

Responsible for middle and high school education and parental relationships. Coordinated high school trips, educational and fine arts competition opportunities, and school events. History and English education focus.

Education

Graduate, Leadership Program of the Rockies 2015-2016
Denver, CO

Studied the proper role of government, individual rights, and the importance of engaged citizens. An in-depth examination of the U.S. Founding Fathers' timeless principles, Declaration of Independence and the Constitution.



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Winner of the prestigious, 2016 Defender of Declaration Award.

Bachelors in Religious Education, minor Secondary Education 1995-1999  
Bible Missionary Institute, Rock Island, IL  
Middle school and High school teacher, and experience in special education.

## Strengths

- Public Relations and Networking
- Project Management and Research
- Communication and Education Skills

## Volunteer Activities

- Erie Police Dept Victim's Advocate October 2023-present
- Colorado 19th Dist Judicial Review Commission 2018-present
- Calvary Bible Women's Ministry and Worship Teams 2019-present
- Colorado Women's Alliance Advisory Council 2018-2022
- Leadership Program of the Rockies, Advisory Council 2016-present
- Longmont Christian School PTO President, 2015-2018
- President and Vice President of Women of Weld, 2016-2020
- Rocky Mountain Christian Academy, Parent Teacher Organization, 2012-2014
- RMCC Mothers of Preschoolers Leadership team, 2005-2011



Town of Erie Historic Preservation Advisory Board Application

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **fourth Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Historic Preservation Advisory Board could be grounds for dismissal.

Full Name	Alex Wicks
Are you an Erie resident?	Yes
Are you under the age of eighteen (18)?	No
Home Address	[REDACTED]
Email	[REDACTED]
Primary Phone Number	[REDACTED]
Employer	Zinnia
Job Title/Occupation	Senior Software Engineering Manager
Have you ever been employed by the Town of Erie?	No
Do you work for or own a company that does business with the Town of Erie?	No
What is your highest level of education completed?	Bachelors Degree
Are you currently serving on a board?	Yes
Which board are you serving on?	This one, HPAB

Are you applying for more than one board? No

This board meets the fourth **Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?

I'm interested in continuing to help progress the preservation of historic properties in Erie and educating residents about the importance of Erie's rich history. I bring many years of experience in people and project management, as well as a passion for and knowledge of history.

Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?

Yes, I previously served as a member of a cross-functional board that set the strategic direction for automated testing at a large technology company. We were responsible for evaluating tooling, identifying gaps in our current processes, and consulting on personnel decisions. These were critical decisions as automated testing impacted nearly every team, requiring us to balance reliability, developer experience, and delivery speed. Major concerns included determining the need for additional specialized hires while operating within tight budget constraints. We had to prioritize investments carefully and make a clear business case for expanding the team without slowing delivery. By grounding decisions in data and aligning investments to measurable quality improvements, we strengthened our testing strategy while remaining fiscally responsible. Through this experience I was able to develop my organizational skills while learning more about other functional areas of the organization.

Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?

In my role as a software engineer, I was part of a small leadership group tasked with modernizing a core internal platform. I disagreed with a proposal to fully rewrite a system from scratch, due to delivery risk and resource constraints. Rather than simply opposing the idea, I gathered data on system performance and projected timelines, and proposed a phased modernization approach. I then facilitated a discussion to evaluate each option against shared criteria such as risk, customer impact, cost, and time to value. The group ultimately aligned on a hybrid strategy that allowed us to incrementally replace high-risk components while continuing feature delivery. As a result, we improved reliability early, reduced operational risk, and maintained steady product momentum.

If you were appointed, what goals would you like to see accomplished on this board or commission?

I'd like to continue our work of creating a historic district for downtown Erie, to better preserve the look and feel of old town. I'd like the board to continue using funds to identify and protect important parts of the town, and keep improving our outreach for the purpose of educating residents on the importance of respecting our history.

Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?

Yes and yes.

Upload resume and additional documents (optional)



Alex Wicks Resume.pdf

Please read and agree with the following statement:

I certify that the facts and statements contained in this Board and Commission Application are true and correct.

I further understand that false statements shall be sufficient cause for rejection of this application.

I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction.

I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree.

If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town.

I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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I Agree Yes

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All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use. Yes

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Acknowledgement Signature

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, followed by a small flourish.

# Alex Wicks

engineer & servant leader

LinkedIn: <https://www.linkedin.com/in/alexwicks/>

## Summary

Experienced engineering leader with a track record of building high-performing teams, delivering impactful products, and driving cross-functional collaboration. Proven success in scaling applications, improving developer experience, and fostering inclusive team cultures. Passionate about coaching, sustainable engineering practices, and creating environments where engineers thrive.

## Experience

### Senior Engineering Manager | Zinnia

2024 - Current

- Led North American front-end engineering teams to deliver 5 major global web applications for Zinnia Live.
- Introduced modern tooling and practices in AI integration, accessibility, and cloud-based logging, raising team velocity and product quality.
- Advocated for technical excellence while balancing roadmap delivery and cross-functional alignment.

### Engineering Leader | BioRender

2023 - 2024

- Lead product delivery teams delivering core features to support scientific illustration; launched graphing as a new product line to scientists around the globe.
- Rebuilt the hiring and interview process to support scale during rapid growth.

### Senior Engineering Manager | Ada Support, Inc

2022 - 2023

- Leader of two full-stack teams with ownership of the dashboard builder application and the front end design system.
- Drove the successful delivery of voice integration into Ada's conversational AI platform.

### Senior Engineering Manager | Twilio, Denver

2020 - 2022

- Hired and built two teams: Data Pipelines (backend infra) and User Management (full-stack).
- Led cross-org efforts to help launch Twilio Flex, coordinating work across time zones and engineering orgs.
- Spearheaded a company-wide initiative to modernize testing practices and increase CI confidence.

## **Engineering Manager** | SendGrid, Denver

2016 - 2020

- Managed 3 teams (16+ engineers) across Accounts, Billing, and Growth, delivering critical business infrastructure.
- Led a successful re-architecture of accounts and billing platforms, reducing maintenance burden and increasing stability.
- Acted as both people manager and technical lead for strategic cross-team efforts.

Technologies: JavaScript, TypeScript, React, AWS, Node.js

## **Technical Lead** | Markit Digital, Boulder

2010 - 2016

- Mentored technical leads and managed complex financial products for Fortune 500 clients.
- Hands-on leadership with full-stack technologies, including .NET and modern JavaScript.

Technologies Used: C#, ASP.NET MVC, JavaScript

## **Education**

### **Bachelor of Science - Web Development** | Illinois State University, Normal IL

Graduated May 2010



Town of Erie Historic Preservation Advisory Board Application

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Full Name Kelsey Bibo

Are you an Erie resident? Yes

Are you under the age of eighteen (18)? No

Home Address [Redacted]

Email [Redacted]

Primary Phone Number [Redacted]

Employer Ayuda Companies

Job Title/Occupation Cultural and Historic Resources Manager

Have you ever been employed by the Town of Erie? No

Do you work for or own a company that does business with the Town of Erie? No

What is your highest level of education completed? Masters Degree or Higher

Are you currently serving on a board? No

Are you applying for more than one board? No

This board meets the fourth **Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?

I am a consultant in the historical and cultural resource management field. I have a background in archaeology, historical resources, and historic preservation. While I work in other Weld County communities, I have never had the opportunity to preserve historical resources in my own community.

Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?

No

Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?

As a cultural and historical resource consultant working on infrastructure and development projects, I often find myself at odds with engineers and developers who want to sidestep legal obligations to protect historic resources. I have been asked to falsify my findings so that a development could proceed without mitigation of adverse impacts to archaeological resources. I refused to compromise my integrity, and told the developer to seek another consultant if he wanted someone to produce misleading documentation for the Colorado Office of Archaeology and Historic Preservation. In another case, an engineering firm asked me to skew my findings to make it easier for an improvement project to proceed. Instead of changing my findings, I worked with the engineers to change their design to avoid historic resources, thus avoiding costly mitigation and timeline delays.

If you were appointed, what goals would you like to see accomplished on this board or commission?

I would like to see Erie be successful in securing CLG grants to invest in historic resources. I would also like to see more incorporation of public history in our parks, trails, and other shared spaces.

Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?

Yes

Upload resume and additional documents (optional)



Bibo\_Ayuda\_2026\_CV.pdf

Please read and agree with the following statement:

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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I Agree

Yes

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All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.

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Yes

Acknowledgement Signature

A handwritten signature in black ink, appearing to be "K. [unclear]". The signature is written in a cursive style with a prominent initial "K" and a long horizontal stroke at the end.

## KELSEY MARIE BIBO



**Education:** B.A. Archaeology, minor in Spanish, Mercyhurst College, 2011  
M.A. Historic Archaeology, University of West Florida, 2014

Ms. Bibo is a Registered Professional Archaeologist with experience working on cultural and historical resource management projects in California, Colorado, Florida, Kentucky, Louisiana, New Mexico, Oklahoma, Pennsylvania, and Texas. Ms. Bibo has overseen cultural resource projects for the following clients: the United States Army, the United States Army Corps of Engineers, the United States Air Force, NASA, the National Parks Service, the Federal Highway Administration via state departments of transportation, county and municipal governments, and commercial engineering firms. She conducts both archaeological and historical architecture surveys for NHPA and NEPA compliance.

### Relevant Employment History

**Cultural and Historical Resources Manager**, Ayuda Companies, Inc.; Denver, CO

**January 2022 – Present**

Responsibilities: Lead archaeologist for Fort Irwin National Training Center Cultural Resource Management Program (California); Project Manager for Fort Bliss Cultural Resource Management Program (Texas); Project Manager and Cultural Resource Lead for Tinker Air Force Base Integrated Environmental Support Tasks contract (Oklahoma) Commercial Project Manager/Principal Investigator for cultural resource investigations for state and county infrastructure projects (Colorado); general duties include conducting Section 106 archaeology and architecture surveys, recording historic and prehistoric sites, drafting Cultural Resource Survey reports, conducting NRHP evaluations, drafting Environmental Assessments, and drafting Cultural Resource Management Plans

**Environmental Research Analyst**, Toeroek Associates, Inc.; Denver, CO

**August 2016 – January 2022**

Responsibilities: Supported CERCLA and RCRA programs through historical research of property ownership and operations; drafted operations and ownership history reports; conducted archival research

**Maritime Archaeology Field School Supervisor**, University of West Florida; Pensacola, FL

**May 2013 – August 2013**

Responsibilities: Instructed students in archaeological field methods; conducted submerged cultural resource surveys; recorded submerged sites; supervised the recovery and inventory of artifacts

**Historical Documents Library Research Assistant**, University of West Florida; Pensacola, FL

**September 2012 – July 2016** (part time position)

Responsibilities: Supervised the historic documents library at the University of West Florida Anthropology Department; digitized microfilm, print, and slide items; conducted archival research in Florida, Louisiana, and Spain; prepared archaeological reports for cultural resource compliance projects

**Archaeological Collections Assistant**, University of West Florida Archaeology Institute; Pensacola, FL  
**August 2011 – September 2014**

Responsibilities: Daily management of curation facilities, including environmental monitoring; inventoried, organized, and housed archival collections, including paper, negative, photograph, slide, and digital media; managed artifact conservation projects; prepared artifacts for repatriation in compliance with NAGPRA

**Historic Archaeology Field School Supervisor**, Mercyhurst Archaeological Institute; Taos, NM  
**June 2011 – July 2011**

Responsibilities: Instructed students in archaeological field methods; conducted cultural resource surveys; completed paperwork to satisfy state and federal regulations for survey and excavation; supervised the recovery and inventory of artifacts

**Lab and Field Technician**, Mercyhurst Archaeological Institute; Erie, PA  
**September 2008 – May 2011** (part time position)

Responsibilities: Conducted cultural resource surveys, analyzed and catalogued artifacts; prepared soil samples for physical, chemical, and biochemical analysis

#### **Field Schools**

Historic Archaeology Field School: Mercyhurst College; Fort Burgwin, Taos, NM  
May 2009 – July 2009 (10 weeks)

Terrestrial and Maritime Field School: University of West Florida; Pensacola, FL  
May 2012 – August 2012 (13 weeks)

#### **Publications and Presentations**

Master's Thesis: *They Are Rich Only by the Sea: An Investigation of Calusa Salvage of 16th-century Spanish Shipwrecks*, presented in formal defense September, 2014 in Pensacola, FL and published on ProQuest January, 2015.

Chapter: "A History of the Comyn Family on Eglin AFB, Eglin FL," researched and produced for Thomas Prentice & Associates Archaeology, February, 2013.

McGuire, Kelsey M., Kelley T. Zophy, and Nicolas Lang. *The Use of Dendrochronological Assessment in Dating a Geologic Slump Event in Erie Bluff State Park, Erie, PA*. Presentation at the 46th Annual Northeastern and North-central Joint Meeting of the Geological Society of America in Pittsburgh, PA March 21, 2011.

#### **Relevant Training and Experience**

NHPA Section 106 compliance; NAGPRA compliance; curations and archival management; completion of a graduate-level archaeological policies and practices course focused on NHPA, NAGPRA, and NEPA; Property law and land title research; Project Management

#### **Certifications**

- Meets SOI Professional Qualification Standards in Archaeology and History
- Registered Professional Archaeologist
- First Aid and CPR



## Town of Erie Historic Preservation Advisory Board Application

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This board meets the **fourth Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Historic Preservation Advisory Board could be grounds for dismissal.

Full Name Rachel Folger

Are you an Erie resident? Yes

Are you under the age of eighteen (18)? No

Home Address

[REDACTED]

Email

[REDACTED]

Primary Phone Number

[REDACTED]

Employer Self

Job Title/Occupation Realtor

Have you ever been employed by the Town of Erie? No

Do you work for or own a company that does business with the Town of Erie? No

What is your highest level of education completed? Associates Degree

Are you currently serving on a board? Yes

Which board are you serving on? HPAB

Are you applying for more than one board? No

This board meets the fourth **Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?

I am reapplying to keep my role on HPAB. I have loved my last 4 years with this team of history lovers. While also serving at the Erie Historical Society, it has been my role to be the liaison between both boards. It is vital that both boards work together to keep History alive in Erie. I am a 5th-generation Colorado native and my family roots are very deep in Erie. While serving on HPAB I created the historic Walking Tour guide, both the small version and the big version books and guide. Worked with town staff to create the 150th anniversary year long celebration. Attend town events with the board. Went with Mike to properties in Old Town and presented them their plaques. And I also was featured in the Town's video about HPAB.

Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?

Prior to my current role on HPAB, I served on the Tree Board. While on Tree Board I help bring the leaf recycling event to life! It was so needed in town and had since become a huge event. We also worked hard to make the Arbor day a real staple event in town. I also currently serve as the Vice President of the Erie Historical Society and have had that role for over 10 years.

Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?

I am not afraid to speak up and share my opinion. I am very passionate about history and will say what is needed so that others have the correct facts.

If you were appointed, what goals would you like to see accomplished on this board or commission?

We have been working hard to get a few new landmarks completed, including the Eagle Mine and the Middle and Elementary school, I want to see that all come to fruition. As well as continue to landmark more homes and properties in Old Town.

Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?

yes and yes

**Please read and agree with the following statement:**

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

I Agree Yes

All board and commission members must follow the rules and Yes

regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.

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Acknowledgement Signature

A handwritten signature in black ink, consisting of a long horizontal stroke with a loop at the end and a vertical stroke crossing it.



## Open Space and Trails Advisory Board Application

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **second Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Open Space and Trails Advisory Board could be grounds for dismissal.

Full Name Kenneth Martin

Are you an Erie resident? Yes

Are you under the age of eighteen? No

Are you currently serving on the advisory board you are applying for? Yes

Home Address [REDACTED]

Email [REDACTED]

Primary Phone Number [REDACTED]

Alternate Phone Number [REDACTED]

Employer (retired)

Job Title/Occupation (none)

Have you ever been employed by the Town of Erie? No

Do you work for or own a company that does business with the Town of Erie? No

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What is your highest level of education completed? Bachelors Degree

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Are you currently serving on a board? Yes

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Which board are you serving on? OSTAB

---

Are you applying for more than one board? No

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This board meets the **second Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

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Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed? I have a lifelong interest in preserving natural areas and providing public access to those areas at the local level. I have been a member of OSTAB for over a dozen years, and I am currently the Chair.

---

Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues? I have not been a member of another board in Erie. However, prior to moving here, I was a member and chair of a similar board in a small town in Connecticut for about 20 years. The primary issue there was a lack of available funding, particularly since the town governing bodies were fiscally very conservative.

---

Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result? Since I have been the chair for almost all of the time rather than a single voice on each board, my role is very different. There is no "best" approach. Some options are:

- A compromise between the opposing voices;
- Modifying the proposal to eliminate or modify the most contentious issues;
- Find an "additional" reason to persuade some of the "opposition" to change.

---

If you were appointed, what goals would you like to see accomplished on this board or commission? 

1. Most importantly, moving forward on the former Page property to preserve the open space values and build the Spine Trail addition to connect the subdivisions to the north with the Coal Creek Trail.
2. Determine if the current requirement in the UDC for the open space set aside is sufficient to accommodate the additional users.
3. Preserve additional open space parcels on the OSTAB priority list using TNACC funds.

---

Are you aware of the time commitment, and do you have the personal time to devote to this board or commission? Yes

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### Please read and agree with the following statement:

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town.

I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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I Agree Yes

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All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use. Yes

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Acknowledgement Signature Kenneth Martin

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## Open Space and Trails Advisory Board Application

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **second Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Open Space and Trails Advisory Board could be grounds for dismissal.

Full Name Christine Felz

Are you an Erie resident? Yes

Are you under the age of eighteen? No

Are you currently serving on the advisory board you are applying for? Yes

Home Address [REDACTED]

Email [REDACTED]

Primary Phone Number [REDACTED]

Employer Primergy Solar

Job Title/Occupation Senior Project Development Manager

Have you ever been employed by the Town of Erie? No

Do you work for or own a company that does business with the Town of Erie? No

What is your highest level of education completed? Bachelors Degree

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Are you currently serving on a board? Yes

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Which board are you serving on? Open Space and Trails Advisory Board

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Are you applying for more than one board? No

---

This board meets the **second Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

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Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed? Over the past several years, I have greatly enjoyed serving on OSTAB. Everyone involved with OSTAB including staff and Town Council liaisons are wonderful to work with. I believe my experience on OSTAB plus my background in open space transactions, real estate, environmental work and project development are useful contributions to OSTAB. As the only woman and mom on the Board, I believe I bring a necessary and unique perspective.

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Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues? No

---

Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result? We have experienced disagreements on OSTAB. However, we are all very respectful of each member's opinions and have thoughtful conversations about the disagreement. In this situation, it is important to ask questions and seek to understand the other person's perspective as well as explain your own opinion in a clear and concise manner. Ultimately, if we still disagree, that is ok, as long as everyone is open to hearing each other and respectful.

---

If you were appointed, what goals would you like to see accomplished on this board or commission? I would like to 1) continue working on missing trail connections, particularly those identified as priority for the community 2) continue working to identify high value open space parcels that may need more focus due to competing development interests and 3) come to a consensus on OSTAB regarding our recommendation to the Town for the Village at Coal Creek

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Are you aware of the time commitment, and do you have the personal time to devote to this board or commission? Yes

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**Please read and agree with the following statement:**

I certify that the facts and statements contained in this Board and Commission Application are true and correct.  
I further understand that false statements shall be sufficient cause for rejection of this application.  
I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction.  
I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree.  
If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town.  
I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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I Agree

Yes

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All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.

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Yes

Acknowledgement Signature

A handwritten signature in black ink, appearing to read "Chris F. [unclear]". The signature is written in a cursive style with a large initial "C" and a distinct "F".



## Open Space and Trails Advisory Board Application

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This board meets the **second Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Open Space and Trails Advisory Board could be grounds for dismissal.

Full Name Ed Guignon

Are you an Erie resident? Yes

Are you under the age of eighteen? No

Are you currently serving on the advisory board you are applying for? No

Home Address [REDACTED]

Email [REDACTED]

Primary Phone Number [REDACTED]

Employer Retired

Job Title/Occupation Board Member of local non-profit

Have you ever been employed by the Town of Erie? No

Do you work for or own a company that does business with the Town of Erie? No

What is your highest level of education completed? Masters Degree or Higher

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Are you currently serving on a board? No

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Are you applying for more than one board? No

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This board meets the **second Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

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**Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?**

I have always had a strong interest in nature and the outdoors. As Erie continues to grow, I think it is important that we maintain a small town feel and provide the Quality of Life that citizens expect, and one way to do that is to balance out open space and trails with housing developments. The recent Erie community survey supports the fact that a majority of citizens want us to maintain and expand open spaces and trails, and I want to help make that happen.

As far as experience in this area, in the previous town where I lived I was a member of the Parks and Rec Board for 13 years, and was Chair or Vice-Chair of that board for 10 of those years. That town and Erie are very similar in their beginnings, their size and in the challenges they face as they grow. In that role on the Park Board I was very involved in helping to bring over 500 acres of parks and open spaces across 17 parks, and over 20 miles of hike and bike trails. I was also a Board member on a separate Hike and Bike Trail Master Plan Committee.

I have a passion for Open Space & Trails, and a passion for my community of Erie.

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**Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?**

I have only lived in Erie for a few years, but In the previous town where I lived I was very involved as a volunteer on Boards and Committees:

- \* 13 years on Parks and Rec Board
- \* 8 years on town Recreation and Development Board, which managed tax money for Parks and Rec parks, trails and facilities.
- \* 2 years on Hike and Bike Master Plan Committee
- \* Committee member on two different 20 year Strategic Planning Committee for the Town's overall planning
- \* Member of Community Arts Council to bring public art to the town
- \* Started a 501(c)3 focused on Health and Wellness in our Town
- \* Committee Co-Chair on 501(c)3 to build a \$600k interactive kids playground in town
- \* Board Member for local Performing Arts Center that we on the Community Arts Council helped bring to town.

In these roles I regularly dealt with issues related to development and use of parks, responsible and sustainable growth of the Town, and being good and responsible stewards of taxpayer money.

Since moving to Erie, I have been very involved in Town Council meetings and have been selected to be part of the new Parks and Rec Public Arts Committee. I'm looking to continue my passion for giving back to the community, especially in the area of Open space, trails and parks, which is why I am applying for a position on the OSTAB. With my experience and passion, I would be a valuable contributor to the Board and the Town.

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**Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?**

In my many volunteer roles working with local government, I have always strongly held to the concept that regardless of my own personal opinions, I make decisions based on the greatest good of the Town as a whole. There have been times when I personally disagreed with the direction of a project. My approach in those situations is to present my position in a logical and thought-provoking manner with the hopes that other members of the group might see the benefit of my position. And I am respectful of and listen to the other positions. Once the group has voted, I support

the decision made whether it was my position or not.  
To give an example.. As a Board member of the Health and Wellness non-profit that I helped start, one of the Board Members wanted to do a 3-month long community project. I made the case that it would be good for PR, but that it would be a lot of effort for a project that would not significantly move the needle on Health and Wellness in the town, and our resources would be better served elsewhere. However, this Board member was personally passionate about it and the Board voted to do it. I suggested that the Board member who initiated it be in charge of running it, and I proposed a separate project that I would run simultaneously. That's what we did and it was a win-win for all of us..

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**If you were appointed, what goals would you like to see accomplished on this board or commission?**

- \* Expand the acres of town-wide open space in Erie to be in more of a balance with new housing development.
- \* Establish the Page Property as open space
- \* Expand our trail system to connect more seamlessly with adjacent town trail systems.
- \* Work with the Parks and Rec Director to create open spaces and parks that bring the community together

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**Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?**

Yes

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**Please read and agree with the following statement:**

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or representation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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**I Agree**

Yes

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**All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.**

No

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**Acknowledgement Signature**



# Open Space & Trails Advisory Board Application

02/10/2026 8:37 PM (MST)



## Open Space and Trails Advisory Board Application

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **second Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Open Space and Trails Advisory Board could be grounds for dismissal.

Full Name Timothy Payne

Are you an Erie resident? Yes

Are you under the age of eighteen? No

Are you currently serving on the advisory board you are applying for? Yes

Home Address

[REDACTED]

Email

[REDACTED]

Primary Phone Number

[REDACTED]

Employer Northrop Grumman

Job Title/Occupation Senior Engineering Manager

Have you ever been employed by the Town of Erie? No

Do you work for or own a company that does business with the Town of Erie? No

What is your highest level of education completed? Bachelors Degree

Are you currently serving on a board? Yes

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Which board are you serving on? OSTAB

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Are you applying for more than one board? No

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This board meets the **second Monday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

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**Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?** I'd love to continue serving on OSTAB and bringing my passion for trails specifically, and outdoor recreation in general to our activities. As a Father of a young family, my personal hobbies continue to evolve and I appreciate every year more and more of what Erie offers to all ages. I love representing the board at Town events and engaging with Erie residents to hear their priorities, and then advocating for that as practical within OSTAB activity.

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**Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?** Yes, I've been on OSTAB for 2 terms and have never had any concerns or issues collaborating with my fellow board members now with town staff/representatives.

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**Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?** I'd respectfully offer my position to the group for consideration - making sure to clearly communicate the rationale behind my thinking, without stomping on anyone else's idea(s) - and then encourage the group to consider both options (and to ask any questions/clarification of my approach specifically). I believe in integrity and respect, and always treat others as such.

---

**If you were appointed, what goals would you like to see accomplished on this board or commission?** I'd like to see more active outreach regarding trails - for example, we could host a E180/360 day similar to what Boulder does each summer to spread general advocacy and to better communicate these amenities, and specifically trail connectivity, to the community.

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**Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?** Yes

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**Please read and agree with the following statement:**

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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**I Agree** Yes

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**All board and commission members must follow the rules and regulations in the Erie Municipal** No

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Code as well as the Town's policies related to harassment, anti-violence, and technology use.

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Acknowledgement Signature

A handwritten signature in black ink, appearing to be 'T. J. M.', written in a cursive style.



## Town of Erie Sustainability Advisory Board Application

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **first Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Sustainability Advisory Board could be grounds for dismissal.

Full Name	Anne Walsh
Are you an Erie resident?	Yes
Are you under the age of eighteen?	No
Home Address	[REDACTED]
Email	[REDACTED]
Primary Phone Number	[REDACTED]
Employer	Union Pacific Railroad
Job Title/Occupation	Director Environmental Programs
Have you ever been employed by the Town of Erie?	No
Do you work for or own a company that does business with the Town of Erie?	No
What is your highest level of education completed?	Masters Degree or Higher
Are you currently serving on an advisory board or commission?	Yes
What advisory board or commission are you currently	SAB

servicing on?

Are you currently serving on a board? No

Are you applying for more than one board? No

This board meets the **first Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed? See prior application

Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues? Yes - SAB

Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result? See prior application

If you were appointed, what goals would you like to see accomplished on this board or commission? See prior application

Are you aware of the time commitment, and do you have the personal time to devote to this board or commission? Yes

**Please read and agree with the following statement:**

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

I Agree Yes

All board and commission members must follow the rules and Yes

regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.

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Acknowledgement Signature

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.



## Town of Erie Sustainability Advisory Board Application

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **first Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Sustainability Advisory Board could be grounds for dismissal.

Full Name	Karen Winkler
Are you an Erie resident?	Yes
Are you under the age of eighteen?	No
Home Address	[REDACTED]
Email	[REDACTED]
Primary Phone Number	[REDACTED]
Employer	The Wealth Conservancy, Inc.
Job Title/Occupation	Operations Manager
Have you ever been employed by the Town of Erie?	No
Do you work for or own a company that does business with the Town of Erie?	No
What is your highest level of education completed?	Bachelors Degree
Are you currently serving on an advisory board or commission?	Yes
What advisory board or commission are you currently	Sustainability Advisory Board

servicing on?

Are you currently serving on a board? No

Are you applying for more than one board? No

This board meets the **first Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?

Having served on the Sustainability Advisory Board for the past two years, I've gained a deeper understanding of the Town's sustainability programs and action plan, as well as the important role the advisory board plays in helping Erie lead in the sustainability space. The board's work to inform, educate, and understand the diverse needs of the Erie community is essential to supporting projects that make a meaningful difference for the town. Working closely with Sustainability Division staff and with fellow board members has strengthened my commitment to environmental stewardship, and I would welcome the opportunity to continue supporting the town in its mission.

My husband and I have lived in Erie for nearly 26 years. We've raised our children here and have watched the town grow and evolve. Over those years, I've taken part in a wide range of volunteer opportunities as time and circumstances allowed—PTO officer, Neighborhood Watch, HOA committees, Library Association board member/treasurer, and the Erie Historical Society, among others. I'm approaching my three-year anniversary as a volunteer victims advocate with the Erie Police Department, and I served as chair during the final year of my two-year term on the Sustainability Advisory Board.

Engaging in the community in ways that give back and feel personally meaningful has always been a priority for me. Sustainability, climate impacts and resiliency, and the preservation of natural resources are issues I care deeply about. Supporting the Town of Erie in reaching its environmental and sustainability goals is something I find genuinely rewarding. I would like to continue contributing to the town's adoption of sustainable practices and help weave these values into the fabric of the community. I believe the board's accomplishments, my long-standing connection to Erie, and my desire to make a positive impact position me well to remain an asset to the Sustainability Advisory Board.

Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?

As mentioned, I am currently serving on the Sustainability Advisory Board in a two-year term and have been chair for the past year. Working closely with Sustainability Division staff, as well as other town staff and divisions, my fellow SAB members, members of other advisory boards, and Town Council has been a wonderfully positive and collaborative experience. It has allowed me to see issues in a more holistic way and to take into account varying perspectives on how to achieve the town's goals as they relate to all aspects of sustainability. Concerns to address in the coming years will include climate resiliency, water conservation, energy efficiency, and the continued expansion of our waste diversion opportunities. As the Extended Producer Responsibility Program rolls out in 2026, it will bring with it a vital need to understand the impacts and to effectively communicate to residents how it will affect them.

Please describe a situation where you were working with a small group and disagreed with the

I have worked with many small groups personally, professionally, and in volunteer roles. They tend to share similar dynamics that set them apart from larger groups: higher levels of engagement, more collaborative and efficient processes, and better

**direction of the project, what did you do? What was the result?**

communication among members. They are often task-oriented and results-driven. At the same time, because of—or sometimes in spite of—these strengths, they can also be among the most volatile when high engagement and passion for the mission collide with internal disagreement.

While I can think of many small-group situations where conflict arose, I often return to my experience on the Erie Library Association board, which was one of the most rewarding small, mission-driven groups I've worked with. When I joined, there were five members. As time went on, it became our responsibility to determine the future and legacy of the Lorraine David Children's Library in light of its anticipated closure, as the new full-service library would eventually make our services unnecessary. Each of us had strong ideas about what should happen next. Some members had been involved since Lorraine was alive and felt a deep personal connection to the library's origins. Others, without that history, approached the situation through a more economic or strategic lens. As a result, moving forward initially proved difficult.

Out of mutual respect, we decided to reset, step back, and identify our individual priorities. Removing sentiment—just temporarily—from the conversation allowed us to look at those priorities more objectively. From there, we realized we could craft a strategy that addressed nearly all of our goals. Each member felt heard and validated, and we gained a stronger appreciation for one another's perspectives. None of this would have been possible without respectful dialogue and a shared commitment to advancing our mission.

Ultimately, we were able to donate the library's collection and contents to a Lakota Sioux organization in South Dakota, sell the building to the town, and donate the proceeds to the Erie High School Education Foundation to establish a perpetual scholarship in Lorraine David's name—ensuring her legacy. That legacy was further honored through the naming of the children's section in the Erie Community Library. It was a truly gratifying and positive experience.

**If you were appointed, what goals would you like to see accomplished on this board or commission?**

Continued public engagement and outreach on matters of waste diversion, energy efficiency, climate resiliency, and the key topics outlined in the Sustainability Action Plan are priorities I would promote as an advisory board member. I would like to see the Town of Erie develop and maintain a stronger and more collaborative connection with the town's HOA boards and Metro Districts to enhance communication with Erie residents (the majority of whom live in these types of communities), and develop a strategy for effective communication with residents without these organizational constructs. I would also like to see Erie continue to expand its collaboration with Community Fruit Rescue and advance toward Pollinator District Certification. I would like to work toward more structured public engagement through community presentations and workshops to promote resources, rebates, and expertise that help Erie residents adopt more sustainable practices.

**Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?**

I am fully aware of the time commitment and can devote personal time towards being an effective member of the Sustainability Advisory Board.

### **Please read and agree with the following statement:**

I certify that the facts and statements contained in this Board and Commission Application are true and correct.

I further understand that false statements shall be sufficient cause for rejection of this application.

I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction.

I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or representation is evidence of perjury in the second degree.

If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town.

I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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I Agree

Yes

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All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.

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Yes

Acknowledgement Signature



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## Town of Erie Sustainability Advisory Board Application

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **first Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Sustainability Advisory Board could be grounds for dismissal.

Full Name William Thomas

Are you an Erie resident? Yes

Are you under the age of eighteen? No

Home Address

Email

Primary Phone Number

Alternate Phone Number

Employer United Power

Job Title/Occupation Distributed Energy Resources Engineer

Have you ever been employed by the Town of Erie? No

Do you work for or own a company that does business with the Town of Erie? Yes

If so, please explain I work for United Power coop electric utility that serves part of Erie.

What is your highest level of education completed? Masters Degree or Higher

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Are you currently serving on an advisory board or commission? No

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Are you currently serving on a board? No

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Are you applying for more than one board? No

---

This board meets the **first Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

---

**Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?**

I am interested in serving on the Sustainability Advisory Board because I care deeply about the long-term resilience, affordability, and quality of life in the Town of Erie. As both an energy professional and a parent raising a family here, I believe sustainability is not just an environmental concept—it is about responsible planning, reliable infrastructure, and thoughtful growth that benefits future generations.

Professionally, I work in the electric utility sector supporting distributed energy resources, microgrids, battery storage, and electrification programs. My experience includes reviewing energy infrastructure projects, evaluating cost-benefit and performance impacts, supporting grant-funded initiatives, and working across engineering, regulatory, and public-sector stakeholders. This gives me a practical understanding of how sustainability goals intersect with infrastructure realities, budgets, reliability requirements, and long-term system planning.

In addition to technical expertise, I bring experience facilitating collaboration among diverse groups. My background in both the military and public utility environments has taught me to approach complex issues with discipline, respect for differing perspectives, and a focus on mission outcomes rather than ideology. I believe effective sustainability work requires balancing ambition with feasibility, and I would aim to contribute thoughtful, data-driven insight to support the Town's goals.

Ultimately, I am motivated by service. I see this board as an opportunity to apply my professional knowledge in a way that directly benefits the community where my family lives, works, and grows.

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**Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?**

I have not previously served on a formal municipal board or commission. However, I have extensive experience working in advisory and collaborative settings within the utility sector, where I regularly contribute to discussions involving energy strategy, infrastructure planning, and program development. These efforts require balancing technical feasibility, cost considerations, regulatory requirements, and long-term community impact.

My professional and military leadership experience has taught me the importance of listening carefully, evaluating issues objectively, and working toward practical, consensus-driven solutions. I believe those skills would translate well to serving effectively on this board.

---

**Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?**

In a previous role, I was part of a small team designing a positive-pressure respirator for wildland firefighters. I had developed a highly effective rechargeable lithium-ion battery system that offered strong performance and long runtime. When the design went through review, it was returned with a request to redesign it to use AA batteries instead. I initially disagreed, as the lithium-ion system was technically superior in efficiency and space utilization.

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Rather than pushing back defensively, I reached out to the review team to better understand their reasoning. They explained that while the rechargeable system performed better on paper, firefighters in remote field environments often lack reliable access to charging infrastructure. However, they already have established resupply systems for AA batteries. The decision prioritized operational practicality over technical optimization.

That experience reinforced for me that disagreements are often rooted in gaps in shared information rather than conflicting goals. By seeking clarification instead of assuming error, we arrived at a design that better supported the end user's real-world conditions. It strengthened the final product and improved collaboration across the team.

**If you were appointed, what goals would you like to see accomplished on this board or commission?**

If appointed, I would like to see the board focus on practical, measurable sustainability initiatives that align with Erie's continued growth and long-term resilience. As the Town expands, thoughtful planning around energy use, infrastructure, water conservation, and transportation will be increasingly important.

One goal I would support is helping the Town identify sustainability actions that are both impactful and financially responsible. That includes exploring grant opportunities, leveraging partnerships, and ensuring that proposed initiatives are grounded in data and long-term cost-benefit considerations.

I would also like to see the board serve as a bridge between technical strategy and community understanding. Sustainability efforts are most successful when residents understand both the benefits and the tradeoffs. Clear communication and transparent evaluation of options can help build community trust and support.

Ultimately, I would hope to contribute to initiatives that improve resilience, maintain affordability, and preserve the quality of life that makes Erie such a desirable place to live.

**Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?**

Yes

**Upload resume and additional documents (optional)**



2025 resume pdf.pdf

### **Please read and agree with the following statement:**

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

**I Agree**

Yes

**All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.**

Yes

Acknowledgement Signature

A handwritten signature in black ink, appearing to be 'W. J. ...', written over a horizontal line.

## **WILLIAM THOMAS**

Erie, CO [REDACTED]

### **Professional Summary**

Mechanical Engineer and Energy Project Manager with extensive experience supporting energy efficiency, distributed energy, and infrastructure modernization initiatives. Background includes technical design review, performance evaluation, cost and funding justification, and coordination of project documentation across utilities, vendors, and public-sector partners. Has supported energy and resilience projects through early evaluation, design coordination, implementation support, and performance monitoring. Veteran with prior Secret clearance, experienced working in regulated, mission-critical environments.

### **Professional Experience**

#### **United Power Cooperative | Brighton, CO**

##### **Distributed Energy Resources Engineer II / Energy Systems Specialist**

*August 2021 – Present*

- Lead for United Power’s distributed energy resource initiatives.
- Managed the DERMS platform RFP development and vendor collaboration, enabling control and visibility across EV, battery, thermostats and solar systems.
- Wrote and administered the EV Home Charge Grant, funded through the Colorado Energy Office, expanding residential electrification access for cooperative members.
- Oversaw deployment of EV chargers across the cooperative’s service area and EV managed demand response through DERMS system.
- Supported design, procurement, and compliance management for major funded projects including the Fort Lupton Water Treatment Microgrid (DOE-funded) and Microgrid Batteries for Rural Emergency Services Project (DOLA-funded).
- Partnered with internal teams across engineering, IT, member services, and power supply to advance distributed energy integration and prepare for virtual power plant participation.
- Participated in the Cooperative Roadmap Development Process, aligning DER integration and grid strategy with long-term business and community goals.
- Utilized CIS and AMI data for energy use analysis, enhancing program efficiency and member engagement.
- Developed and hosted the United Power EV Showcase, a community car show-style event designed to connect members with cooperative programs, vendors, and staff while promoting awareness of United Power’s clean energy goals.
- Represented United Power as a public speaker at multiple energy and utility industry events, sharing insights on DER strategy, electrification programs, and microgrid development.
- Recognized by senior leadership as a High Performer and nominated for the RE Magazine Rising Star 2025 feature.

#### **Mechanical Design Engineer | TDA Research | Golden, CO**

*September 2020 – August 2021*

- Supported R&D initiatives in prototype design and system testing for mechanical and chemical energy systems.
- Created SolidWorks drawings and 3D-printed prototypes; oversaw mechanical design for injection-molded components.
- Conducted performance and reliability testing for clean technology components and developed technical reports for funded projects.

**Project Engineer (Part-Time) | Westover Corporation | Denver, CO**

*December 2019 – March 2020*

- Designed and commissioned HVAC control systems and building automation projects.
- Submitted RFIs, adapted schematic drawings, and tested control panel assemblies for commercial buildings.

**Project Manager Intern | Denver International Airport | Denver, CO**

*July 2019 – October 2019*

- Assisted with facility management projects, including the Glycol System Modernization and Cooling Tower Liner Replacement at the Central Utility Plant.
- Project lifecycle training
- Six Sigma training focused on efficiency and asset reliability.

**Solar PV Technician | NextEra Energy Resources | Blythe, CA**

*2015 – 2016*

- Performed inspection, commissioning, and troubleshooting for the McCoy (250 MW) and Blythe (250 MW) solar projects.
- Conducted high-voltage switching (700V+) and inverter diagnostics (Siemens 2 MW, GE 4 MW systems).
- Monitored and reported energy production for regulatory compliance (FERC).

**Wind Turbine Technician | NextEra Energy Resources | Peetz, CO**

*2014 – 2015*

- Troubleshot electrical and mechanical issues on GE 1.5 MW and Siemens 2.3 MW turbines.
- Conducted system diagnostics using SCADA monitoring and root-cause analysis.
- Mentored new technicians in safety, isolation procedures, and field troubleshooting.

**Staff Sergeant | U.S. Army Infantry | 10th Mountain Division / 1st Infantry Division**

*January 2001 – April 2011*

- Led teams through multiple combat deployments, including Kosovo (2002) and Iraq (2003–2007).
- Trained over 1,500 personnel in demolition, field safety, and combat leadership procedures.

- Trained and certified: Army Airborne, Warrior Leadership Course, Secret Clearance, Combat Lifesaver, Field Sanitation, Squad Designated Marksman, Dynamic Breaching (explosives), Army/Standard Vehicle Operator.
- Incorporated and trained foreign soldiers in tactics and operational procedures.
- Established operating procedures to optimize efficiency and safety in hazardous environment

## **Education**

### **Bachelor of Science, Mechanical Engineering**

Colorado School of Mines | Golden, CO | 2020

### **Associate of Applied Science, Renewable Energy Technology (Wind Energy Focus)**

Ecotech Institute | Denver, CO | 2014

## **Certifications, Awards & Recognition**

- **Project Management Professional (PMP)** – Project Management Institute
- **OSHA 30-Hour Construction Safety Certification**
- **High Voltage Switching**
- **CPR Certified**
- **Valid Driver's License**
- **RE Magazine Rising Star Nominee (2025)** – Selected by leadership for exceptional performance.
- **Army Commendation Medal (2x)** – For outstanding leadership and service.

## **Community & Leadership Involvement**

- **Erie High School NASA HERC Mentor (2025–Present)** – Mentoring students in mechanical design and prototyping for NASA's Human Exploration Rover Challenge.
- **Youth and High School Football Coach (2014–Present)** – Coach and mentor for Erie Youth Football and Prospect Ridge Academy High School.
- **STEM and Energy Outreach Advocate** – Support youth programs promoting engineering and renewable energy careers.

## **Key Skills**

- Distributed Energy Resource Management Systems (DERMS)
- EV Charging and Residential Battery Program Management
- Microgrid and Energy Storage Development
- RFP and Grant Administration (DOE, DOLA, CEO, CCAE)
- Research and Development Collaboration
- Renewable Energy Integration (Solar, Wind, Storage)
- Cross-functional Team Leadership
- Technical Writing & Communication
- Data Analysis & System Monitoring (AMI, SCADA, CIS)
- Public Outreach and Education



## Town of Erie Sustainability Advisory Board Application

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **first Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Sustainability Advisory Board could be grounds for dismissal.

Full Name Kathleen Teal

Are you an Erie resident? Yes

Are you under the age of eighteen? No

Home Address

Email

Primary Phone Number

Employer Longroad Energy

Job Title/Occupation Development Manager

Have you ever been employed by the Town of Erie? No

Do you work for or own a company that does business with the Town of Erie? No

What is your highest level of education completed? Masters Degree or Higher

Are you currently serving on an advisory board or commission? Yes

What advisory board or commission are you currently Sustainability Advisory Board

servicing on?

Are you currently serving on a board? No

Are you applying for more than one board? No

This board meets the **first Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

**Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?**

I'm passionate about building resilient, climate-forward communities and believe local engagement is one of the most impactful ways to drive change. My background in renewable energy project development—from site control and permitting to stakeholder outreach and financial structuring—gives me a deep understanding of how large-scale sustainable infrastructure is successfully implemented. I've also worked across sustainability consulting, ESG reporting, and impact investing, which has given me a systems-level view of both environmental and economic outcomes. I bring strong project management, public-private collaboration experience, and a genuine commitment to helping our town make meaningful progress on its sustainability goals.

**Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?**

I am currently serving on the Town's Sustainability Advisory Board and am seeking reappointment to continue this work. During my term, I have contributed strategic input and stakeholder-focused perspectives informed by my professional background in renewable energy and community-based sustainability initiatives. Prior to joining the Board and currently, I provide strategic advice and stakeholder engagement support for large renewable energy projects in partnership with federal, state, and tribal agencies. Additionally, through my AmeriCorps service and graduate-level consulting roles, I worked closely with nonprofit and private-sector stakeholders to design and implement community-based sustainability programs. These experiences—combined with my service on the Sustainability Advisory Board—have strengthened my ability to navigate diverse perspectives, build trust, and contribute to solutions that reflect shared community values. I am particularly comfortable working collaboratively to balance environmental objectives with financial feasibility and regulatory considerations, and I look forward to continuing to support the Town's sustainability goals through ongoing Board service.

**Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?**

While developing a transmission corridor project, I was part of a team planning outreach strategy for landowners and community groups. I had concerns that our initial approach didn't adequately consider the historical and cultural context of affected communities, particularly tribal partners. I voiced these concerns and proposed a more inclusive engagement strategy that incorporated early dialogue and formal consultation. The team agreed to revise the outreach plan, and the result was a much stronger foundation of trust with key stakeholders—helping us avoid costly delays and fostering long-term support for

the project. This experience reinforced my belief in the importance of active listening and thoughtful collaboration.

**If you were appointed, what goals would you like to see accomplished on this board or commission?**

If re-appointed, I'd like to support the development and implementation of actionable sustainability initiatives that improve both environmental outcomes and community wellbeing. Specifically, I'd advocate for: • Adopting a municipal climate action plan with defined emissions reduction targets and timelines, including sector-specific goals for transportation, buildings, and waste. • Accelerating the transition to clean energy, such as supporting solar installations on municipal buildings and community solar projects accessible to lower-income households. • Improving energy efficiency in town infrastructure, including LED streetlight upgrades, high-performance HVAC systems, and building envelope improvements. • Promoting electrification of municipal fleets and incentivizing EV adoption through expanded charging infrastructure. • Leveraging federal and state funding under the Inflation Reduction Act and Colorado's Greenhouse Gas Pollution Reduction Roadmap to help finance these initiatives. • Engaging the community through education campaigns, sustainability workshops, and climate resilience planning to ensure that the town's efforts are inclusive, transparent, and informed by resident priorities. My goal is to help the town translate big picture sustainability goals into specific, measurable, and community-driven actions.

**Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?**

Yes, I understand the time commitment and have the flexibility to dedicate time to board responsibilities. I'm currently working in a professional role that supports public engagement and collaboration, and I'm committed to contributing consistently and reliably to this important work.

**Upload resume and additional documents (optional)**



Teal\_Resume.pdf

### Please read and agree with the following statement:

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

**I Agree**

Yes

**All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.**

Yes

Acknowledgement Signature

A handwritten signature in black ink, appearing to be 'Kupfer', written in a cursive style.

# Kathleen E. Teal

Erie, CO · [REDACTED]

· [linkedin.com/in/kathleenteal](https://www.linkedin.com/in/kathleenteal)

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## SUMMARY

Experienced renewable energy project developer with 3+ years leading utility-scale solar and wind projects from greenfield through NTP and acquisition. Proven ability to manage full development lifecycle across multiple ISO. Skilled in interconnection, permitting, offtake strategy, and cross-functional coordination. Strong M&A, financial modeling, and stakeholder management experience with a focus on solar and wind projects. Able to hit the ground running in remote, fast-paced environments.

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## SKILLS:

- Full lifecycle utility-scale solar and wind project development
  - ISO familiarity: MISO, SPP, PJM, SERC
  - Land acquisition, permitting, and interconnection
  - Financial modeling, due diligence, and risk assessment
  - Cross-functional project management and team leadership
  - Strategic stakeholder engagement and community relations
- 

## PROFESSIONAL EXPERIENCE

### LONGROAD ENERGY

Erie, CO

#### *Development Manager*

*August 2025 - Present*

- Lead development of multiple utility-scale solar projects in SERC across Dominion Energy and Alabama Power
- Serve as primary coordinator across internal SMEs for land, permitting, interconnection, engineering, and offtake
- Direct stakeholder engagement and risk mitigation activities across early and mid-stage projects
- Maintain detailed financial models and project budgets; support financing and acquisition diligence
- Manage greenfield and acquisition opportunities, and oversee interconnection strategy and development timelines

### TRANSALTA

Boulder, CO

#### *Project Developer, Renewables*

*December 2023 - June 2025*

- Led project teams through all stages from conception to hand-off including: community outreach and stakeholder management, land acquisition, regulations, permitting at all levels, transmission and interconnection, engineering, and Power Purchase Agreements
- Focused on renewable project development across PJM, MISO, SPP, WECC, and ERCOT in wind and solar
- Overseeing and managing due diligence for acquisitions of portfolios and greenfield opportunities
- Managed project budgets and schedules, maintained financial models and key assumptions, conducted feasibility studies
- Supported portfolio transactions by building CIM's, setting up VDR's, and facilitating buyer Q&A

### INVENERGY

Denver, CO

#### *Senior Analyst, Transmission Development*

*March 2023 - December 2023*

- Supported development of NM North Path transmission line, a 400-mile, 4,000 MW HVDC transmission line for renewable energy delivery
- Negotiated site control and right-of-way agreements with private landowners and tribal governments
- Coordinated with permitting and environmental teams on local, state, and federal approvals
- Identified renewable siting strategies aligned with long-haul transmission interconnection options
- Handled confidential regulatory and stakeholder engagement processes

### GREEN ALPHA ADVISORS

Louisville, CO

#### *Equity Analyst*

*May 2022 - March 2023*

- Continually sought new corporate equity candidates for portfolio investment consideration and regularly reevaluated existing holdings through a comprehensive research and financial analysis process
  - Focused on renewable energy generation, storage at scale, and real estate development

- Built and maintained critical reports, financial models, and master list of Green Alpha's investable securities
- Led Investment Committee meetings and Investor Relations calls with external companies
- Authored blog posts and white papers, coauthored quarter and year end macro attribution commentary

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## ADDITIONAL EXPERIENCE

Sustainability Consultant Intern at Mercer Advisors • Consultant at EcoProducts • Impact Investing Intern at RePlant Capital • Graduate Consultant at EarthHero • Undergraduate Advisor at Columbia College • AmeriCorps Service Member

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## BOARD AND LEADERSHIP ROLES

**Board Member** — Sustainability Advisory Board, Town of Erie, CO

May 2025 – Present

- Provide strategic input on local environmental initiatives, energy policy, and long-term sustainability planning
- Advise municipal leadership on clean energy adoption, community engagement, and resource conservation

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## EDUCATION

UNIVERSITY OF COLORADO BOULDER, LEEDS SCHOOL OF BUSINESS

Boulder, CO

*Master of Business Administration*

May 2022

Focus on socially responsible business, project management, and renewable energy

UNIVERSITY OF COLORADO BOULDER, MASTERS OF THE ENVIRONMENT

Boulder, CO

*Masters in Sustainability*

May 2022

Focus on renewable energy, corporate social responsibility, and sustainability consulting

GREEN MOUNTAIN COLLEGE

Poultney, VT

*Bachelor of Arts, Sustainable Agriculture and Food Systems*

May 2015

Dean's list each semester, graduated Summa Cum Laude, captain of cross country and tennis teams

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## Town of Erie Sustainability Advisory Board Application

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **first Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Sustainability Advisory Board could be grounds for dismissal.

Full Name	Megan Anders
Are you an Erie resident?	Yes
Are you under the age of eighteen?	No
Home Address	[REDACTED]
Email	[REDACTED]
Primary Phone Number	[REDACTED]
Employer	Endress+Hauser
Job Title/Occupation	Regional Sales Manager
Have you ever been employed by the Town of Erie?	No
Do you work for or own a company that does business with the Town of Erie?	Yes
If so, please explain	I work for an process instrumentation company that has the potential that we have sold flow meters and other instrumentation devices into the wastewater and water treatment plants. I have not directly sold into the facilities, but I believe my company has. Please don't hesitate to reach out if you have any questions or concerns.
What is your highest level of education completed?	Bachelors Degree

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Are you currently serving on an advisory board or commission? No

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Are you currently serving on a board? No

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Are you applying for more than one board? No

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This board meets the **first Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

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**Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?**

As a resident of Erie, I am deeply committed to ensuring our town's rapid growth is balanced with long-term environmental resilience. I am currently pursuing my Master's in Sustainable Systems Engineering, expected graduation in May 2026, which has continued to fuel my passion for translating high-level sustainability goals into actionable strategic plans. I am eager to serve on the Sustainability Advisory Board to help Erie transition toward holistic energy conservation efforts, ensuring our community remains a leader in sustainable development.

Professionally, I bring a unique blend of technical expertise and strategic leadership to the table. In my current role as a Regional Sales Manager, I specialize in managing complex stakeholder relationships and developing comprehensive plans for industry leaders. While my academic focus has been on energy audits and sustainable infrastructure, the combination of these experiences allows me to bridge the gap between technical engineering requirements and community-wide implementation.

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**Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?**

While I have not yet served on a community board, I have experience serving in an advisory and committee capacities within my professional and academics circles. I have served on the Valparaiso University Women in Leadership Advisory Board in 2023 where I provided strategic guidance on professional development and mentorship initiatives. Internally at my organization, I am an active member of the Global Sustainability Circle and the Commission Rate Advisory Committee. These roles require me to evaluate complex data, represent the interests of diverse stakeholders, and provide formal recommendations to execute leadership to guide long-term policy and strategies.

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**Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?**

In my experience on the Commission Rate Advisory Committee, I encountered a situation where I was the only person disagreeing with the proposed project direction. I believe that healthy, open conflict is essential to a group's success; it surfaces misalignments and ensures every perspective is heard. Rather than staying silent, I voiced my concerns to the group, emphasizing that while we shared the same end goal, I saw a different path to get there. This led to a transparent discussion where I highlighted specific concerns that the rest of the team had not considered.

The result was a productive compromise. Although the team ultimately decided to move forward with the original direction, we integrated several adjustments to address my specific concerns and mitigate potential issues. Even though the final outcome wasn't my initial choice, I respected the group's perspective and collaboration during the process. My focus then shifted to being a team player and I dedicated time to understand the nuances of the implementation and ensure each one of us communicated the new process clearly and effectively to the rest of the organization.

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**If you were appointed, what goals would you like to see accomplished on this board or commission?**

If appointed, my goal is to serve as a collaborative "idea-generator" who bridges the gap between ambitious sustainability targets and the practical, day to day reality of a growing community. To support Erie's long term goals, I am eager to help implement a strategy to reduce the per-capita energy consumption, ensuring that the town's growth doesn't outpace the efficiency gains. Next, I would like to champion a community-wide composting program to divert organic waste from landfills and enrich our local soil. Finally, implementing further continued education across all generations of residence that empowers residents with the data and resources needed to navigate energy and water programs. I believe informed participation is the essential foundation for lasting and measurable change.

**Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?**

Yes I have reviewed the attendance requirements!

**Upload resume and additional documents (optional)**



Megan Anders - Resume - Sustainability Advisory Board.pdf

**Please read and agree with the following statement:**

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or representation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

**I Agree** Yes

**All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.** Yes

**Acknowledgement Signature**

# Megan Anders

████████████████████ | Erie, CO

Strategic leader with a unique background in both technical engineering and sales management, specializing in sustainable systems. Known for creating organization from chaos, developing high-performing teams, and implementing data-driven strategies that consistently improved process efficiencies.

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## Education

Master of Engineering: Sustainable Systems Engineering - University of Wisconsin - Madison: (Expected Graduation: May 2026)

- Core Competencies of Sustainability: Developed core competencies in sustainable development, focusing on risk management, carbon footprinting, and integrated engineering practices essential for driving a company's ESG strategy.
- Energy Efficiency in Buildings: Gained expertise in energy auditing, building energy modeling, and life cycle analysis (LCA) to identify and recommend high-impact energy conservation measures and performance improvements.
- Renewable Energy Systems: Analyzed the feasibility, availability, and environmental consequences of renewable energy sources, including methods for integrating them into existing systems to reduce emissions.
- Sustainable Energy Challenges and Solutions: Practiced analyzing complex energy problems to understand systemic social, environmental, and economic (ESG) impacts and to deploy comprehensive sustainability strategies.

Bachelor of Science in Engineering, Mechanical Concentration - Calvin University: International and Sustainability Designation | May 2018

## Experience

**Endress+Hauser – Sales Team, Greenwood, IN**

Regional Sales Manager – Rocky Mountains/Pacific Northwest | April 2025 – Present

- Manages the sales pipeline for a \$68 million region, contributing to a 24% growth over last year
- Spearheaded the development of a strategic partnership with a leading national hyperscaler, developing and expanding an initial \$8 million opportunity into a current \$68 million opportunity.
- Led the development and delivery of a new curriculum focused on technical product knowledge and Blue Belt training for the sales team, driving a sales growth of 20% growth over previous year within the first 3 months of implementation.
- Developed a data optimization and performance tracking initiative, implementing a centralized CRM (Salesforce) platform that improved data quality by 26% and enabled clear, data-driven strategic insights.
- Developed and implemented of a value optimization sales strategy, shifting the regional approach from transactional sales to deep-rooted customer partnerships developing 2 accounts from \$300k to \$1.5 million accounts

Product Manager – Liquid Analysis | May 2023 – April 2025

- Support 25-30 customers weekly on analysis applications to solve complex problems to help improve efficiency and meet regulatory requirements
- Enhancing analyzer service contracts by integrating remote connectivity support and proactive ticket creation into CRM
- Partner with diverse industries daily, including but not limited to wastewater, life sciences, chemical, power/energy, green energy, and semi-conductor, to specify and provide correct equipment solutions tailored to their unique applications.
- Drive products through the lifecycle from specifying, installing, integrating, maintaining, and end of life with the customer
- Responsible for \$14 million annually in sales for the Western US; growing the region by 25% over 2024

- Facilitate knowledge transfer to maintain B2B relationships, ensuring alignment to provide seamless support
- Manage new product launches to distribute information and training throughout the sales channel
- Championed sustainable solutions by partnering with clients on projects including CO2 capture from the ocean, biofuel operations for energy generation, and water quality measurement in concentrated solar applications

#### Technical Support Team Manager – Liquid and Optical Analysis | Apr 2022 – May 2023

- Manage a cross-functional team of 8 engineers in multiple locations who troubleshoot, service, and train on instruments
- Align cross-functional taskforce (including service VP) to integrate Raman Spectroscopy into our division through various projects, including data systems integration, customer portfolios, service trainings, and field service kits/OJT's, etc.
- Drive cross-functional strategic direction for the next 5 years for Optical Analysis alongside the executive team
- Reduced the customer wait time KPI in Liquid Analysis by 41% and in Optical Analysis by 67%
- Spearheaded project to develop service contracts for liquid analysis analyzers, from conception to market launch

#### Technical Support Engineer – Team Lead Analysis | March 2021 – Apr 2022

- Facilitated weekly meetings, project planning, and KPIs for liquid and optical analysis, digital solutions, and TRSS.
- Cultivated a culture of cross-functional collaboration, continuous learning, and curiosity
- Fielded and serviced products in high level urgent cases to mitigate issues for quality customer experience
- Serviced instrumentation on-site for high profile cases and customers for critical complex customer problems

#### Technical Support Engineer – Liquid Analysis | Jan 2021 – March 2021

- Resolved customers in-depth technical questions involving troubleshooting broken instrumentation, calibrating instrumentation, application support, programming PID loops, and PLC integration
- Managed 30-40 customer cases and 15-20 customer calls daily to rectify critical problems in our customer facilities
- Trained internal and external personnel to be able to commission, service, and troubleshoot instrumentation in the field

#### Rotational Engineer | Jan 2020 – Dec 2020

- Rotations: Technical Support Engineer – Flow/Temperature/Digital Solutions, Inside Sales Engineer, Operations Engineer
- Operations Engineer – Developed and implement process improvement initiative increasing order processing throughput by 25%

### **Integrated Packaging Machinery**

#### Mechanical Engineer | June 2018 – Sept 2019

### **Achievements, Skills, & Engagement**

Organizations Members: Society of Women Engineers, Women in Manufacturing

University of Colorado Boulder: SWE mentorship Program (2024)

Endress+Hauser Committees: Global Sustainability Circle (2024 – Present) Hydrogen Instrumentation Team (2023-Present), Mentorship Program – Mentor/Committee Member (2023-Present), Commission Rate Advisory Committee (2024-Present), D&I Events Committee (2020-2024), CCEF Steering Committee - Coding Booth Lead (2020-2023)

Valparaiso University: Women in Leadership Advisory Board (2023)

Skills: Proficiency in Microsoft Office, Salesforce (CRM), SAP, Seismic, B2B integration, Beginner PLC integration, EQuest, Systems Advisory Model



## Town of Erie Tree Advisory Board Application

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **second Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Tree Advisory Board could be grounds for dismissal.

Full Name Jason Michael Shimmel

Are you an Erie resident? Yes

Are you under the age of eighteen? No

Home Address

[REDACTED]

Email

[REDACTED]

Primary Phone Number

[REDACTED]

Employer Shady Grove Horticulture

Job Title/Occupation Nursery Sales Representative

Have you ever been employed by the Town of Erie? No

Do you work for or own a company that does business with the Town of Erie? No

What is your highest level of education completed? Bachelors Degree

Are you currently serving on a board? Yes

Which board are you serving on? Tree Advisory Board

Are you applying for more than one board? No

This board meets the **second Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

**Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?**

I am interesting in serving on this board because it is a great way to share my passion and knowledge of trees and horticulture with the great town people of Erie. I have spent the past 4 years on the board, including being Chair since January 2025. This experience has given me great insight into how the Board operates and how I can best leverage our resources to help the town. I also have a degree in Horticulture and have worked in the Nursery industry for over 20 years. This experience has giving me direct knowledge of trees and horticulture for Colorado and how we can best set people up for success in their landscapes.

**Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?**

Yes, I am current Chair of the Tree Advisory Board. This has been a great experience so far as I have been able to leverage my passion and knowledge to help the Town of Erie's trees thrive and watch the confidence grow in our townspeople. The outreach that we have to both students and home owners has been the best part of experience, as we are able to simplify an otherwise daunting process, and help people appreciate trees just as much as I do.

**Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?**

I have been apart of many projects that had disagreements, but I am a true believer that communication is the best way forward. When people are free to express their feelings with a group, others can start to see where they are coming from and work towards finding a common ground. This common ground is where the group can finally start focusing on the results of the project, as opposed to the details that they disagreed on.

**If you were appointed, what goals would you like to see accomplished on this board or commission?**

If I am reappointed, I will continue to work to grow our two main outreach programs. The first is our annual Arbor Day/Earth Day Celebration which we have seen grow in a tremendous way over the last 4 years. The second is our Planting the Future program aimed at 1-3rd graders in Erie to help them get excited about the importance of trees. We are also working on new projects in conjunction with the Sustainability Board that are just in their infancy, and I'm very excited to watch them grow. The two projects are the Fruit Tree Rescue and the Pollinator District.

**Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?**

Yes, I have been serving on this board since 2022

**Please read and agree with the following statement:**

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission is representation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

**I Agree**

Yes

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All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.

Yes

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Acknowledgement Signature

A handwritten signature in black ink, appearing to be 'M. J. ...', written over a horizontal line.



**Town of Erie Tree Advisory Board Application**

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **second Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Tree Advisory Board could be grounds for dismissal.

Full Name	Patricia ODonnell
Are you an Erie resident?	Yes
Are you under the age of eighteen?	No
Home Address	[REDACTED]
Email	[REDACTED]
Primary Phone Number	[REDACTED]
Employer	N/A
Job Title/Occupation	N/A
Have you ever been employed by the Town of Erie?	No
Do you work for or own a company that does business with the Town of Erie?	No
What is your highest level of education completed?	Bachelors Degree
Are you currently serving on a board?	Yes
Which board are you serving on?	Tree Board

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Are you applying for more than one No  
board?

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This board meets the **second Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

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Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed? Continue service to community with my expertise in Trees and landscaping from previous occupation.

---

Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues? N/A

---

Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result? As I have previously answered this question a couple of times I would refer to my answers there. Working in a group requires compromise and understanding as to where differing views are coming from. Our tree board works well as a group.

---

If you were appointed, what goals would you like to see accomplished on this board or commission? We are working on a number of new projects and continuing to do our regular annual commitments to further community involvement and understanding of various tree and park issues for the town. Growing involvement in our Arbor Day event is my #1 issue now.

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Are you aware of the time commitment, and do you have the personal time to devote to this board or commission? Yes I have had no issues with this in the past

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### Please read and agree with the following statement:

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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I Agree Yes

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All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use. Yes

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Acknowledgement Signature

A handwritten signature in black ink, consisting of a series of connected loops and curves, positioned to the right of the 'Acknowledgement Signature' label.



**Town of Erie Tree Advisory Board Application**

All advisory board and commission members will be expected to support the priorities and work plan set forth by the Town Council.

This board meets the **second Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by majority of the Tree Advisory Board could be grounds for dismissal.

Full Name	Lianna Walsh
Are you an Erie resident?	Yes
Are you under the age of eighteen?	No
Home Address	[REDACTED]
Email	[REDACTED]
Primary Phone Number	[REDACTED]
Alternate Phone Number	[REDACTED]
Employer	Davey Resource Group
Job Title/Occupation	Urban Forestry Project Manager
Have you ever been employed by the Town of Erie?	No
Do you work for or own a company that does business with the Town of Erie?	Yes
If so, please explain	Yes- Erie currently uses the tree management software that my company sells (TreeKeeper). I am unaware of anything else.
What is your highest level of education completed?	Bachelors Degree

Are you currently serving on a board? No

Are you applying for more than one board? No

This board meets the **second Wednesday of each month at 6:30 PM**. You are required to notify your chair if you are going to be absent from a meeting. Only three excused absences are allowed per year.

**Why are you interested in serving on a board or commission and what specific talents or expertise do you bring if appointed?** I am interested in helping my community make smart tree decisions and grow its urban canopy! I am also interested in helping engage and educate other community members on the importance of trees and the benefits they bring.

I am an ISA Board Certified Master Arborist, an ISA Urban Forest Professional, hold the Tree Risk Assessment Qualification, and have over 8 years experience with urban forestry.

**Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?** Yes. I recently joined the Colorado Tree Coalition Champion Tree Committee. It has been a great experience so far. I have helped measure champion trees throughout Colorado and will be assisting with some administrative tasks to help improve the program. No concerns or issues. This committee meets quarterly and does not overlap with the tree advisory board meeting.

**Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?** As a project manager I have been in situations where people do not agree on the best way to accomplish a goal. When leading scoping and team meetings I make a point to make sure all opinions are heard and different perspectives are taken into account. Compromise is always a top priority.

**If you were appointed, what goals would you like to see accomplished on this board or commission?** I would love to assist with community education and engagement. I know that the Town has seen a huge increase in development over the last few years and would like to help make sure trees are protected and prioritized in our community.

**Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?** Yes

Upload resume and additional documents (optional)

 Tree Board Resume.pdf

**Please read and agree with the following statement:**

I certify that the facts and statements contained in this Board and Commission Application are true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a board or commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

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I Agree

Yes

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All board and commission members must follow the rules and regulations in the Erie Municipal Code as well as the Town's policies related to harassment, anti-violence, and technology use.

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Yes

Acknowledgement Signature



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# Lianna Walsh

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## Education

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### **Stony Brook University**

*Bachelor of Science in Biology*  
*Concentration in Ecology and Evolution*

**Stony Brook, NY**

Graduation: May 2017

## Experience

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### **Urban Forest Project Manager/ Site Manager**

July 2019 to Present

*Davey Resource Group*

- Managed teams tasked with inventorying all trees owned and maintained by cities and towns including all right of ways, parks and cemeteries. Managed projects in New York, Colorado, Pennsylvania, Connecticut, New Jersey, and California.
- Contributed to planning projects including tree ordinance revisions, urban forest management plans, inventory analysis and maintenance strategies, i-tree eco analysis plans, and the production of educational and community engagement materials.
- Lead client meetings including pre-kickoff meetings, kickoff meetings, TreeKeeper orientations, management plan meeting, and project closeout meetings.
- Created work plans for, reviewed safety procedures with, and assisted team members with species identification and other general questions.
- Speciated, measured and completed risk assessments for each tree within assigned areas.
- Identified viable planting locations
- Requested, reviewed and used in-house GIS based programs to record data on a field computer.
- Completed both in-field and office review of each team member's data on a weekly basis.
- Created training documents and videos for field crews.
- Performed pre-construction assessments and appraisals of forested areas to determine local tree ordinance compliance. This included locating and assessing specimen trees for size, condition and species rarity.
- Work on mitigation projects which included pesticide applications, tree plantings, seed spreading, and trash removal.

### **Data Manager / Inventory Arborist**

August 2018- July 2019

*Davey Resource Group*

Brooklyn, NY

- Reviewed and prepared data for the final deliverable.
- Coordinated with land-owners to schedule inspections.
- Worked with the client (USDA) to resolve land-access issues and provide support for our GIS based system.
- Carried out in-field quality control for general errors and mis-identified/missed trees.
- Provided office support to field teams and worked to resolve data issues.
- Includes all responsibilities listed in the Inventory Arborist position below.

### **Inventory Arborist**

January-August 2018

*Davey Resource Group*

Brooklyn, NY

- Part of a crew tasked with surveying the NYC area for Asian long-horned beetle (ALB) damage in all public and private trees.
- Assisted with public outreach by explaining to home owners what our project is and educated them on the signs of ALB.
- Identified and inventoried host tree species.
- Used an in-house GIS based program to record data.

**Seasonal Field Technician**

May to August 2016

*New Jersey Department of Environmental Protection Endangered and Non-game Species Program* Clinton, NJ

- Conducted bi-weekly surveys of previously managed snake habitat sites. This included taking canopy cover readings using a spherical densiometer and assessing felled/ fallen trees for habitat structure.
- Inventoried invasive tree and plant species to determine the location and extent of a proposed prescribed burn.
- Assessed forested areas for management to create open basking habitat.
- Assessed vegetation plots as part of a bog turtle habitat monitoring project.
- Responded to venomous snake reports and assisted in relocation.
- Transported and released venomous snakes.
- Conducted visual and acoustic bat surveys.
- Data entry and organization.
- Sterilized field equipment.
- 

**Skills and Certifications**

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- ISA Board Certified Master Arborist NY-6427BM
- ISA Urban Forest Professional NY-6427BM
- Tree Risk Assessment Qualified (TRAQ)

## AEDAB 2026 Appointments

Rank	Name	Seat	Term	Comments
1	Kevin Cain	2	2029	Re-appointment
2	Lyle Martin	5	2029	Re-appointment
3	Michael Bowden	7	2029	Re-appointment
4	Steve Toebben	6	2029	Andrew McClain Resignation

## HPAB 2026 Appointments

Rank	Name	Seat	Term	Comments
1	DeAndrea Arndt	6	2029	Reappointment
2	Alex Wicks	7	2029	Reappointment
3	Rachel Folger	5	2029	Reappointment
4	Kelsey Bibo	2	2029	Replacing Melanie Fuller who did not reapply

## OSTAB 2026 Appointments

Rank	Name	Seat	Term	Comments
1	Kenneth Martin	2	2029	Re-appointment
2	Christine Felz	5	2029	Re-appointment
3	Timothy Payne	7	2029	Re-appointment
4	Ed Guignon	6	2029	Replacing Joe Swanson Seat

## SAB 2026 Appointments

Rank	Name	Seat	Term	Comments
1	Anne Walsh	1	2029	Re-appointment
2	Karen Winkler	7	2029	Re-appointment
3	Kathleen Teal	2	2029	Re-appointment
4	William Thomas	3	2027	Richard Kattar's Resignation
5	Megan Anders	5	2027	Renaldo Grami's Resignation

## TAB 2026 Appointments

Rank	Name	Seat	Term	Comments
1	Jason Shimmel	2	2029	Re-appointment
2	Patty O'Donnell	6	2029	Re-appointment
3	Lianna Walsh	3	2029	Nathan Ruane Resignation



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 5/12/2026**

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**File #:** 2026-302, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services Under Cooperative Purchase Agreement with Star Playgrounds for Playground Equipment at Coal Miner Park

**DEPARTMENT:** Parks & Recreation

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

**TIME ESTIMATE:** 0 minutes

**FISCAL SUMMARY:**

Cost as Recommended:	\$540,000
Balance Available:	\$540,000
Fund	General Fund
Line Item Number:	110-50-810-605000-100147
New Appropriation Required:	No

**POLICY ISSUES:**

Per the Town's Purchasing Policy, the Council must approve contracts of this amount.

**STAFF RECOMMENDATION:**

Approve the Resolution

**SUMMARY/KEY POINTS:**

Staff requests Council approve an agreement with Star Playgrounds to replace the 25-year-old Coal Miner Park playground, a \$540,000 budgeted 2026 Capital Project that will deliver a new ADA-compliant and inclusive play area through a Cooperative Purchase Agreement.

**BACKGROUND OF SUBJECT MATTER:**

The Town of Erie annually budgets for the replacement of outdated playground equipment within its neighborhood park system, which consists of 13 parks maintained by the Parks and Open Space Division. This ongoing approach helps ensure residents have access to safe, modern playground equipment within walking distance of their homes. The 2026 Budget includes funding to replace the 25-year-old playground at Coal Miners Park, which meets the replacement criteria established by the Town's Certified Playground Safety Inspector.

Staff recommends entering into an agreement with Star Playgrounds to design and install the new playground. Construction is anticipated to begin in August 2026 and be completed by December 2026.

The playground design stems from community input, recommendations from the Parks, Recreation, Open Space & Trails Master Plan, and the expertise of staff and the contractor. The new playground will include equipment for multiple age groups, comply with ADA requirements, and emphasize inclusive play through accessible routes, sensory features, and opportunities for social interaction. The design will support a play environment where children of all abilities can play, learn, and connect together.

**Fiscal Impact:** The Town approved this project as part of the 2026 Capital Improvement Program and allocated \$540,000 for its completion. The contract with Star Playgrounds comes through a Cooperative Purchase Agreement. Star Playgrounds has an established track record with the Town and has partnered on several successful playground projects throughout the Town's park system.

**ATTACHMENT(S):**

1. Resolution
2. Agreement for Services Under Cooperative Purchase Agreement

**Agreement for Services Under Cooperative Purchase Agreement**

This Agreement for Services Under Cooperative Purchase Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Star Playgrounds, an independent contractor with a principal place of business at 9892 Titan Park Circle, Unit 1, Littleton, CO 80125 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires equipment, products, and services as stated in the Sourcewell Solicitation RFP #101625 ("Sourcewell Agreement"); and

Whereas, Contractor submitted a response to a procurement process with Sourcewell and Sourcewell is a local government agency and service cooperative that offers cooperative procurement to municipal governments within the United States; and

Whereas, the Parties desire to enter into an Agreement based upon this solicitation; and

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

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

**I. Scope of Services**

A. The Parties agree to be bound by the terms and conditions of the Sourcewell Agreement and with respect to the equipment, products, and services provided by Contractor, except as modified herein.

**Exhibit B:** Sourcewell Solicitation Number RFP #101625

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

C. Contractor shall complete the Scope of Work within 150 days of the Town's issuance of a Notice to Proceed.

**II. Term and Termination**

A. This Agreement shall commence on the Effective Date, and shall continue until December 31, 2026.

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

C. The Parties agree that the Indemnification and Warranty provisions of this Agreement shall survive termination.

### **III. Compensation**

Upon completion and final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed \$540,000 (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

### **IV. Modifications**

The Parties agree to modify certain terms and conditions contained in the Sourcewell Agreement as provided herein.

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

B. *Keep Jobs in Colorado Act.* Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, et seq. (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a

valid Colorado state-issued photo identification, or documentation that they have resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

C. *Responsibility.*

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

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

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

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

D. *Insurance.*

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

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

a. Worker's Compensation insurance as required by law.

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

c. Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

d. Builder's Risk or Installation Floater with limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The Town, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the Town.

e. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate. The policy shall be Claims Made, or tail policy placed, and shall be kept in force for three (3) years following the end of this Agreement.

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

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

E. *Indemnification.*

1. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

F. *Warranty.* Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the

work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

H. *Liquidated Damages.*

1. Because time is of the essence and delayed performance causes a compensable, yet difficult to ascertain, damage to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section I hereof, Contractor shall be assessed the amount of \$250 per day, which constitutes a reasonable estimate of the actual damages such delay would cause the Town.

2. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section I hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

I. *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.

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

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

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

M. *Inconsistent Terms.* All services provided to the Town are first subject to these Terms and secondarily the terms contained in the Sourcewell Agreement. These terms shall prevail over any inconsistent terms of Contractor’s other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding on the Town unless specifically accepted in writing with the signature of the Town Mayor.

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

**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

By: Signed by:  
*Erin Starr*  
PSAC9ACB092P430...

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of Star Playgrounds.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

## **Exhibit A Scope of Work**

### Project Location

Coal Miner Park is located at 480 Cheeseman Street, Erie, CO 80516, within the Old Town neighborhood. The existing playground footprint consists of approximately 3,787 square feet of level play area, enclosed by a concrete curb and currently surfaced with engineered wood fiber (EWF).

### Project Intent

The project shall deliver a distinctive, durable, and highly engaging playground that serves a wide range of ages and abilities, supports inclusive play, and functions as a long-term neighborhood asset.

Contractor will be expected to work collaboratively with Town staff through design finalization, public input, demolition, installation, and project closeout.

### Project Goals

The replacement playground shall:

- provide developmentally appropriate play opportunities for a range of ages and abilities;
- create varied and engaging play experiences that promote physical activity, creativity, and exploration;
- encourage intergenerational use through features that appeal to caregivers, young children, and older youth;
- serve as a unique neighborhood destination with a cohesive and context-sensitive design;
- utilize durable, high-quality materials that remain visually appealing and functional for a minimum of 15 years ; and
- minimize long-term maintenance needs through material selection, equipment durability, and manufacturer support.

### Applicable Standards

All equipment, materials, installation methods, and surfacing shall meet or exceed the Town of Erie Standards and Specifications, including Section 1273.00 for Playground Equipment, and shall comply with all applicable industry standards, including:

- ASTM F1487
- ASTM F1292
- ASTM F1951
- CPSC Handbook for Public Playground Safety
- IPEMA certification requirements

Where applicable, manufacturers shall maintain ISO 9001 and ISO 14001 certifications.

### Contractor Qualifications

The installer shall hold current CPSI certification. Contractor shall also have documented training or certification in playground construction through the equipment manufacturer and/or a recognized playground construction training program.

### Site Conditions and Existing Features to Remain

The following existing elements are anticipated to remain in place:

- existing concrete sidewalk
- existing concrete edging/curb
- underground drain system

Contractor shall field verify all existing dimensions, site conditions, grades, drainage patterns, and compatibility with adjacent trees, landscaping, and site layout prior to final design and installation.

### Design

- prepare a final playground design within the existing playground footprint
- ensure required use zones, fall zones, and equipment spacing are fully compliant with applicable standards
- incorporate inclusive and age-appropriate play opportunities
- include a subsurface drainage approach consistent with Town standards
- avoid impacts to adjacent landscaping, irrigation, and surrounding site features

### Demolition and Removal

- remove and legally dispose of all existing playground equipment
- remove and dispose of approximately 3,787 square feet of existing EWF surfacing
- protect all site features designated to remain during demolition and construction

### Site Preparation and Installation

- prepare and compact sub-base as required for installation of new playground equipment and surfacing
- maintain or improve existing drainage performance within the playground area
- evenly distribute or remove excavated material as necessary to leave the site clean, stable, and properly drained
- install all playground equipment, footings, and surfacing in accordance with manufacturer requirements and applicable standards

### Surfacing

Poured-in-place (PIP) surfacing is preferred for the full playground footprint. If alternate surfacing is proposed, the contractor shall clearly identify the alternate, explain why it is recommended, and provide associated maintenance implications and lifecycle considerations.

Any proposed surfacing shall meet all applicable accessibility and impact attenuation requirements. If EWF is included in any portion of the design, it shall be installed at proper

depth and with all containment and accessibility considerations addressed.

### Design Preferences

The Town prefers designs that include:

- roofs and/or shade elements
- a visually distinctive and cohesive appearance
- durable materials with low long-term maintenance demands

Metal slides and tube slides are not permitted.

### Public Engagement and Design Coordination

Contractor shall participate in at least one public engagement meeting coordinated by the Town. Contractor shall collaborate with Town staff to refine and finalize the preferred design prior to execution of a final price agreement or purchase authorization.

### Safety and Site Security

Contractor shall be responsible for site safety throughout demolition and installation. This includes:

- providing temporary fencing and site protection measures
- securing all materials, equipment, and work areas
- maintaining a safe construction site for the public and workers

### Inspection and Acceptance

Town staff will perform a post-construction CPSI audit prior to final acceptance. Any deficiencies identified shall be corrected by the contractor at no additional cost prior to project closeout.

### Required Deliverables

#### 1. Concept Plans

- Provide three conceptual graphic plans showing proposed playground layouts within the existing footprint. Each plan shall demonstrate compliance with required safety clearances and show how the design maximizes play value within the available area.

#### 2. Equipment Information

Provide an itemized list of all proposed playground features and components, including:

- Manufacturer
- Model number
- Material description
- Age range, where applicable
- Warranty information
- Color options
- Photographs or cut sheets for each major piece of equipment or structure

#### 3. Pricing

Provide a complete fee statement that includes:

- Total lump sum project price
- Itemized equipment pricing
- Surfacing pricing
- Installation costs
- Freight or delivery charges listed as separate line items
- Any reimbursable expenses
- Hourly rates for additional services, if required

Clearly identify the base price and any discounts applied to equipment and surfacing. The Town is tax exempt and will not pay sales tax.

Exhibit B  
Park Location Maps  
Site Vicinity Map



Overhead of Existing Footprint of Coal Miner Park Playground



Existing Concrete Perimeter Picture



Existing Equipment Photos



**Town of Erie  
Resolution No. 26-094**

**A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services Under Cooperative Purchase Agreement with Star Playgrounds for Playground Equipment at Coal Miner Park**

**Whereas**, the Town requires the services of Star Playgrounds for the purchase and installation of playground equipment at Coal Miner Park.

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

**Section 1.** The Agreement for Services Under Cooperative Purchase Agreement with Star Playgrounds 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 12th 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: 5/12/2026**

**File #:** 2026-306, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Professional Services Agreement with D2C Architects, Inc. for the Erie Police Department Expansion and Remodel Project Design (P24-519)

**DEPARTMENT:** Public Works

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

**TIME ESTIMATE:** 0 minutes.

**FISCAL SUMMARY:**

Cost as Recommended:	\$54,196
Balance Available:	\$35,181,874
Fund	Police Facility Impact Fund
Budget Line-Item Number:	325-70-440-605000-100391
New Appropriation Required:	No

**POLICY ISSUES:**

Council approval is required to amend this contract for additional design work needed to proceed with construction of parking canopies at the EPD facility.

**STAFF RECOMMENDATION:**

Approve the Resolution

**SUMMARY/KEY POINTS**

- Parking canopies were considered for a portion of the EPD fleet vehicle parking area but not pursued in design at the time of construction document completion due to Rough Order of Magnitude (ROM) pricing from vendors. Refined vendor cost estimates for the canopies are far lower than ROM estimates, allowing canopies to now be installed over a larger number of fleet vehicles. Additional design services are needed to incorporate the parking canopies into the construction documents.
- Approving the Second Amendment protects fleet vehicles from damage and facilitates the removal of existing irrigated turf areas, which will be replaced with low water plantings.
- Approving the Second Amendment also allows for a small design contingency amount to be

available to prevent construction delays for minor design add services during the construction administration phase.

**BACKGROUND OF SUBJECT MATTER:**

This resolution authorizes additional design services to include parking canopies in the design documents for the protection of Erie Police Department (EPD) Fleet Vehicles, and to replace existing irrigated turf areas with low water plantings. Contingency was not included in the original Professional Services Agreement with D2C, so this resolution authorizes a small design contingency amount (6%) for other potential minor design add services during the construction administration phase of the agreement to prevent construction delays. No additional appropriation of funds is required.

In 2023, a hailstorm damaged a significant percentage of the Town of Erie Fleet vehicles, rendering some EPD fleet vehicles unusable until repaired.

On Sept. 10, 2024, the Town Council approved an Agreement for Professional Services with D2C Architects for Design and Engineering Services for the Erie Police Department Expansion and Remodel Project.

On Aug. 26, 2025, the Town approved a Construction Manager at Risk contract with Fransen Pittman for pre-construction services for the Police Department Expansion and Remodel Project

On Oct. 28, 2025, the Town Council approved the First Amendment to PSA with D2C

**Agreement Cost Summary:**

Original Agreement	\$ 1,930,551
First Amendment	\$ 19,160
Second Amendment	\$ 54,196
Revised Agreement	\$ 2,003,907

**ATTACHMENT(S):**

1. Resolution
2. Second Amendment

**Town of Erie  
Resolution No. 26-095**

**A Resolution of the Town Council of the Town of Erie Approving a  
Second Amendment to Professional Services Agreement with D2C  
Architects, Inc. for the Erie Police Department Expansion and  
Remodel Project Design (P24-519)**

**Whereas**, on September 10, 2024, the Town and D2C Architects Inc. entered into a Professional Services Agreement (the "Agreement") for the Erie Police Department Expansion and Remodel project design; and

**Whereas**, on October 30, 2025, the Parties amended the Agreement (the "First Amendment") 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 Second Amendment to the Professional Services Agreement with D2C Architects Inc. is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the First Amendment on behalf of the Town.

**Adopted this 12th day of May, 2026.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Second Amendment to Agreement for Professional Services**  
**(Erie Police Department Expansion and Remodel Project (P24-519))**

This Second 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 D2C Architects, Inc. a Colorado corporation d/b/a D2C Architects, with a business address of 1212 S. Broadway, Suite 250, Denver, CO 80210 ("Contractor"), each a "Party" and collectively the "Parties".

Whereas, on September 10, 2024, the Parties entered into an Agreement for Professional Services (the "Original Agreement") for the Contractor to provide architectural and design services to the Town; and

Whereas, the Parties amended the Original Agreement on October 20, 2025 (the "First Amendment," and together with the Original Agreement, the "Agreement") to amend the Scope of Services and increase the maximum contract amount; and

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

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

1. Scope of Services. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work:

"All design services required to modify the Construction Documents to account for: (i) the addition of 4 solar photovoltaic ready parking canopies, covering 58 parking stalls, to the secure the parking area of the Erie Police Department; and (ii) replacement of the existing grass area on the east and south sides of the Erie Police Department with new low-water plantings. A detailed scope is outlined in Contractor's Amendment Number 2 proposal dated April 13, 2026."

2. Compensation. Section III. of the Agreement, entitled "**Compensation,**" is hereby deleted in its entirety and replaced with the following:

"In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$2,003,907 which includes a base amount of \$1,976,636 and a contingency of \$27,271. The contingency amount will only be paid upon the Town's approval. The not-to-exceed amount shall include all fees, costs and expenses incurred by Contractor. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt."

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

[signature page to follow]

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**

D2C Architects, Inc.  
a Colorado corporation



\_\_\_\_\_  
Name: Eric Combs  
Title: Vice President



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 5/12/2026**

**File #:** 2026-318, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Data Sharing and License Agreement with the Colorado Department of Labor and Employment for Quarterly Census of Employment and Wages Data

**DEPARTMENT:** Economic Development

**PRESENTER(S):** Stephanie Pitts-Nagus, Economic Development Manager

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

Cost as Recommended:	\$230.00
Balance Available:	\$50,000.00
Fund	General Fund
Line Item Number:	100-22-910-560100-000000
New Appropriation Required:	No

**POLICY ISSUES:**

The agreement with the State requires Town Council approval. This is a routine agreement to access labor market data for internal Town use.

**STAFF RECOMMENDATION:**

Approve the Resolution authorizing the Data Sharing and License Agreement with the Colorado Department of Labor and Employment.

**SUMMARY/KEY POINTS**

- This item seeks Council approval of a Data Sharing and License Agreement to obtain Quarterly Census of Employment and Wages (QCEW) data for economic development and planning purposes.
- The Agreement has an initial one-year term with automatic renewals and a cost of \$230 per report provided.
- This is a new agreement required to access CDLE data and has not previously been presented to Council.

**BACKGROUND OF SUBJECT MATTER:**

The Town of Erie utilizes labor market data to support economic development initiatives, business retention and expansion efforts, and long-range planning. The Colorado Department of Labor and Employment (CDLE) maintains Quarterly Census of Employment and Wages (QCEW) data, which provides detailed information on employment and wages across industries and geographies.

The proposed Data Sharing and License Agreement establishes the terms under which the Town may access and use this data for internal analysis and public policy development. The Agreement includes provisions related to data security, confidentiality, and permitted uses, and requires payment on a per-report basis. Approval of this agreement will allow staff to obtain more detailed and reliable labor market data to inform decision-making and support economic development strategy.

**ATTACHMENT(S):**

1. Resolution
2. Agreement

**Town of Erie  
Resolution No. 26-092**

**A Resolution of the Town Council of the Town of Erie Approving a  
Data Sharing and License Agreement with the Colorado  
Department of Labor and Employment for Quarterly Census of  
Employment and Wages Data**

**Whereas**, the Town of Erie ("Town") utilizes labor market data to support economic development, planning, and policy analysis;

**Whereas**, the Colorado Department of Labor and Employment ("CDLE") provides access to Quarterly Census of Employment and Wages ("QCEW") data through a Data Sharing and License Agreement; and

**Whereas**, the Town desires to enter into an Agreement with CDLE to obtain such data for municipal use.

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

**Section 1.** The State of Colorado Data Sharing and License Agreement between the Town of Erie and the State of Colorado acting by and through the Colorado Department of Labor and Employment is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney.

**Section 2.** Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

**Adopted this 12th day of May, 2026.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

# State of Colorado Data Sharing and License Agreement

## Cover Page

**Transferring Agency**

Colorado Department of Labor and Employment

**Recipient**

Town of Erie

**Agreement Number**

CRN 9012

**Agreement Performance Beginning Date**

The Effective Date

**Initial Agreement Expiration Date**

One (1) year from the Effective Date and shall automatically renew for additional one (1) year periods for up to five (5) years from the Effective Date. Agreement costs will be determined on annual renewal.

**Agreement Amount Received From Recipient**

**Initial Term**

State Fiscal Year Initial Year

2026: \$230.00 Per Report Provided

**Extension Term**

**Agreement Authority**

C.R.S. § 8-1-107, C.R.S. § 8-1-112, C.R.S. § 24-37.5-704.

**Agreement Purpose**

The purpose of the Agreement is for the Transferring Agency to provide Quarterly Census of Employment Wages “QCEW” wage and employment data from Colorado employers to the Recipient.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A - Data to be Shared
2. Exhibit B - PII Certification
3. Exhibit C - Third-Party Data Recipient Certification
4. Exhibit D - Sample Option Letter

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The main body of this Agreement.
2. Exhibit B - PII Certification
3. Exhibit A - Data to be Shared
4. Exhibit C - Third-Party Data Recipient Certification
5. Exhibit D - Sample Option Letter

**Principal Representatives**

**Transferring Agency:**

Tim Wonhof  
Director, Office of Labor Market  
Information  
Division of Labor Standards and Statistics  
Department of Labor and Employment  
707 17th St., Suite 2400  
Denver CO 80202  
[tim.wonhof@state.co.us](mailto:tim.wonhof@state.co.us)

**For Recipient:**

Julian Jacquin  
Economic Development Director  
Town of Erie  
645 Hollbrook St. P.O. Box 750  
Erie, CO 80516  
[jjacquin@erieco.gov](mailto:jjacquin@erieco.gov)

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

**Recipient**

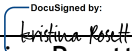
Town of Erie, CO

**State of Colorado**

Jared S. Polis, Governor  
Colorado Department of Labor and  
Employment  
Joe M. Barela, Executive Director

\_\_\_\_\_  
By: Andrew J. Moore, Mayor

Date: \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
By: Kristina Rosett, Interim Director  
DLSS

Date: \_\_\_\_\_

**State Controller**

Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: Melissa Vorenberg, State Controller Delegate

Effective Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated above by the State Controller or an authorized delegate.

This Data Sharing and License Agreement (“Agreement”) is entered into by and between the State of Colorado (the “State”) acting by and through the Colorado Department of Labor and Employment

(“Transferring Agency”), for the use and benefit of the Transferring Agency, having an address at 707 17th Street, Suite 2400 Denver, CO 80202 and Town of Erie, CO (“Recipient” or “Organization”), whose principal office is located at 645 Holbrook St. P.O.Box 750 Erie, CO 80516. Transferring Agency and Recipient are each individually a “Party” and together the “Parties.”

Whereas, Transferring Agency is an agent of the United States Bureau of Labor Statistics (“BLS”) for the purposes of collecting and securing Quarterly Census of Employment Wages (“QCEW”) wage and employment data from Colorado employers and is authorized to issue a non-exclusive license for this information to governmental entities provided that the information is adequately secured from non-authorized access or publication.

Whereas, Transferring Agency is charged with, among other duties, producing the QCEW report mandated by BLS. The report summarizes employment, total wages, taxable wages, and contributions information for approximately 205,000 employers subject to Colorado Unemployment Insurance laws under the Colorado Employment Security Act, publishes a variety of reports about the Colorado economy, and provides guidance and professional advice for other labor market information program state operations and other data users. See C.R.S. § 8-1-107, C.R.S. § 8-1-112.

Whereas, Recipient is undertaking analysis and/or research related to economic activity, development, land use, city planning, or other public policy development or works of public benefit, and will incorporate the Transferring Agency's data into such work (the Purpose). See C.R.S. § 8-1-107, C.R.S. § 8-1-112.

Whereas, in exchange for the data Recipient requested, Transferring Agency shall receive compensation detailed in Section 9.

Now, therefore, in consideration of the mutual promises contained herein, the sufficiency of which each Party hereby acknowledges as adequate, the Parties agree as follows:

## **1. Defined Terms**

- A. “Anonymized Data” means Data that has been properly De-identified.
- B. “CIPSEA” means the Confidential Information Protection and Statistical Efficiency Act, et seq., 44 U.S.C. §§ 3501, 3563, 3572, et seq. which protects identifiable information collected by federal agencies for exclusively statistical purposes under a pledge of confidentiality. CIPSEA requires informed consent to use or disclose protected information for non-statistical purposes. Restricted non-statistical uses include “administrative, regulatory, law enforcement, adjudicatory, or other purpose that affects the rights, privileges, or benefits of a particular identifiable” person or

organization as well as disclosures under the Freedom of Information Act. CIPSEA also authorizes data sharing between the Bureau of the Census, the Bureau of Economic Analysis (“BEA”), and the BLS for statistical purposes.

- C. “CORA” means the Colorado Open Records Act, § 24-72-200.1, et seq., C.R.S.
- D. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.
- E. “Data” means the information described in Appendix A.
- F. “Data Breach” means an event resulting in an unauthorized access, use, exposure, disclosure, exfiltration, or loss of Data.
- G. “De-identified” means the removal of all PII from the Data so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual.
- H. “Destroy” means to remove Data from Recipient’s systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in the OIT Security Policies.
- I. “Incident” means an event that results in or constitutes an imminent threat of the unauthorized access, use, loss, disclosure, modification, disruption, or destruction of communication and information resources of the State.
- J. “OIT” means the Governor’s Office of Information Technology.
- K. “OIT Security Policies” means the security policies established by OIT to secure information held by State Agencies, which are available at:  
<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
- L. “PII” means personally identifiable information, including information that can reasonably be used to identify, contact or locate an individual, either alone or in combination with other information.
- M. ‘Third-Party Data Recipient’ means an organization that will access the Transferring Agencies data on behalf of the Recipient, normally in the role of a Subcontractor of services as part of a Data Access Agreement. Third-Party Data Recipient is an example of an Agent or Subcontractor as defined in 45 C.F.R. 160.103 or referred to in 20 CFR 603.

## 2. Data Sharing

Transferring Agency will share the Data with Recipient using a secure method agreed to by the Parties and in accordance with the OIT Security Policies.

### **3. Data Use and Restrictions**

Transferring Agency hereby grants Recipient a limited, revocable right to use the Data solely for purposes defined in Section 6. below (“Purpose”).

#### **A. Disclosure to Third Parties**

Recipient shall not sell, lease, rent, loan, transfer, distribute, alter, mine or disclose the Data, including but not limited to, metadata and Anonymized Data, with any third party without prior written consent from Transferring Agency, and must be listed in Exhibit C (Third-Party Data Recipient Certification). If at any time the Recipient wishes to add or terminate access for a Third-Party Data Recipient, the Transferring Agency must be notified in writing in no less than 5 business days from the recipient's decision to terminate or add. This Exhibit does not constitute any right of transfer to any other third party or successor.

#### **B. Contracting with Third Parties**

The Recipient is responsible for ensuring all Third-Party Data Recipients, who have access to the Transferring Agency's data, comply with the terms of this Agreement, as outlined in Exhibit C. The Recipient shall provide Transferring Agency a copy of any agreement between Recipient and any Third-Party Data Recipient where the Data are being utilized. Said agreement(s) must be consistent with the terms of this Agreement, including use restrictions, confidentiality requirements, security requirements, storage and destruction of data. Any agreement with a Third-Party Data Recipient must stipulate that Data use and protection terms survive the termination or expiration of the agreement.

#### **C. No data access shall be granted until the Exhibit is fully executed by all parties and the Transferring Agency receives the agreement between Recipient and Third-Party Data Recipient. The Recipient will notify the Transferring Agency via email within 5 days of any termination of contract, so that sharing permissions can be updated. Each Third-Party Data Recipient is required to sign the Third-Party Data Use Certification attached to this Agreement as Exhibit C.**

#### **D. Costs associated with Third-Party Data Recipients**

The Recipient is responsible for all fees or charges associated with any Third-Party Data Recipient accessing the Transferring Agency's data.

E. Restrictions on Access

Recipient shall not disclose the Data to anyone other than Recipient's personnel and Third-Party Data Recipients who have a need to know or access the Data in order to support the Purpose.

4. Data Security Requirements.

Recipient agrees to secure and protect the Data against any unauthorized use or access in accordance with the most recent version of the OIT Security Policies (<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>).

A. Storage of Data

Recipient agrees to:

- i. use, hold, and maintain the Data in compliance with any and all applicable laws and regulations
- ii. store the Data only in facilities located within the United States
- iii. maintain the Data in a secure environment in accordance with the OIT Security Policies.

B. Destruction of Data

Upon Transferring Agency's request, Recipient or their Third-Party Data Recipients shall Destroy or return any Data in its possession, pursuant to Transferring Agency's instructions, in accordance with OIT Security Policies. Upon Transferring Agency's request, Recipient shall certify in writing that it has Destroyed the Data within thirty (30) days of Recipient's receipt of Transferring Agency's request.

5. Reservation of Rights

Except for the rights explicitly granted under this Agreement, Recipient is not granted any rights in and to the Data, including, but not limited to any Anonymized Data.

6. Purpose - Research, Analytics and Published Materials

Recipient may use the Data to run internal analytics and investigational protocols, and create reports for its internal use only, and only to the extent such activities align with the Purpose. **Prior to publishing, to the extent the Purpose includes the need to publish materials that are based on or include the Data, Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data and are given prior written approval by the Transferring Agency in order to ensure that such publication meets the threshold for its suppression and publication policies. The**

Parties, including Third-Party Data Recipients, may also work together to publish joint reports, as well as publish Anonymized Data on public dashboards.

**A. Limitations on Uses of Data**

**i. Publications**

**Recipient or Third-Party Data Recipients shall not publish or disclose the data, or any part thereof, to the extent that the information published of any area, industry, Federal Department or Federal Agency level contains fewer than three (3) reporting units (as defined in C.R.S. 8-70-103(9), 1987 Rep. Vol., as amended), or eighty percent (80%) of the total employment of the applicable reporting level is made up by a single reporting unit. Recipient shall not use the Data to publicly distribute any type of ranking list, including but not limited to “Top Ten Employers”, etc. Data are to be used for statistical purposes only, and not for any solicitation, advertising, enforcement, compliance by the Recipient and/or Third-Party Data Recipients.**

**ii. Linking Data to other Datasets by Recipient**

Transferring Agency agrees that Recipient may include the Data with data from other sources in carrying out the Purpose. Once included, Transferring Agency agrees that the Data will be integrated into Recipient’s databases. Recipient agrees that such combined datasets will utilize and safeguard the Data in accordance with the terms of this Agreement and all applicable laws.

**B. Use and Retention of Data by Third-Party Data Recipients**

**i. Third-Party Data Recipients shall only use and retain the Data for the Purpose and duration of their contracted services with the Recipient. Use of the Data for any other purpose is forbidden.**

**ii. Recipient is responsible for ensuring any Third-Party Data Recipient does not retain Data past the duration of their contracted services nor disseminates such Data, whether directly or indirectly.**

**7. Security Incident and Data Breach**

**A. Incident Response.**

If Recipient becomes aware of an Incident, Recipient shall use commercially reasonable practices to fully investigate and resolve the Incident and take steps to prevent

developments that may result in the Incident becoming a Data Breach in accordance with all applicable privacy and security laws.

B. Data Breach Response

Immediately upon becoming aware of a suspected or actual Data Breach, Recipient shall: (i) notify Transferring Agency of the Data Breach in writing, (ii) start a full investigation into the Data Breach, (iii) cooperate fully with Transferring Agency's investigation of and response to the Data Breach, and (iv) use commercially reasonable efforts to prevent any further Data Breach in accordance with applicable privacy and security laws. If notification of the Data Breach is required pursuant to applicable law, Recipient shall coordinate with Transferring Agency in delivering such notifications and shall be responsible for all costs associated with such notification. In the event the Parties determine that Recipient should deliver the necessary notifications, Recipient shall obtain Transferring Agency's prior written approval of the notifications prior to distributing such notifications.

C. Data Breach Report

If Transferring Agency reasonably determines that a Data Breach has occurred, then Transferring Agency may request that Recipient submit a written report, and any supporting documentation, identifying (i) the nature of the Data Breach including the dates of the Data Breach, when Recipient discovered the Data Breach, and number of impacted individuals, (ii) the steps Recipient has executed to investigate the Data Breach, (iii) what Data or PII was used or disclosed, (iv) who or what was the cause of the Data Breach, (v) what Recipient has done or shall do to remediate any deleterious effect of the Data Breach, and (vi) what corrective action Recipient has taken or shall take to prevent a future Incident or Data Breach. Recipient shall deliver the report within seven (7) days of Transferring Agency's request of the report. If the Recipient learns of more information necessary for understanding the nature of the Data Breach, risk to the Data, remediation efforts, or notification requirements after submitting the report, Recipient shall update Transferring Agency without delay.

D. Effect of Data Breach

Transferring Agency may terminate this Agreement immediately, at its sole discretion, upon the occurrence of a Data Breach. In addition, Transferring Agency may restrict Recipient's access to the Data and require Recipient to suspend all work involving the Data, pending the investigation and successful resolution of any Data Breach.

E. **Liability for Data Breach**

Without limiting any other remedies Transferring Agency may have under law or equity, Recipient shall be responsible for all costs, including but not limited to, audit costs, fines, and other imposed fees arising out of or relating to a Data Breach resulting from any act or omission of the Recipient. All responsibilities of Recipient under this Section 7 shall be completed by Recipient at Recipient's sole cost, without any right of reimbursement, set-off, payment, or remuneration of any kind from Transferring Agency.

**8. Term and Termination**

A. **Initial Term**

The "Term" of this Agreement shall be one (1) year from the Effective Date set forth on the Signature Page unless terminated sooner pursuant to the terms herein. At the end of the Term, this Agreement shall automatically renew for additional one (1) year periods for up to five (5) years unless either Party provides the other Party with written notice of its intent to terminate this Agreement sixty (60) days prior to the expiration of the then-current Term. Yearly access fees will be determined when the agreement is annually renewed.

B. **Termination for Breach**

Transferring Agency may suspend its performance or terminate this Agreement immediately upon written notice to Recipient in the event of Recipient's breach of any of its obligations under Sections 3 (Data Use and Restrictions) or 4 (Data Security Requirements).

C. **Termination on Notice**

Transferring Agency may cancel this Agreement upon thirty (30) days' written notice to the other Party for any reason or no reason. In the event that this Agreement is canceled or terminated, any data in the possession of or accessible to Recipient, in whatever format it may be stored, accessed or maintained, shall remain subject to the terms and conditions of this Agreement.

D. **Termination for Convenience**

Either Party may terminate this Agreement for convenience by giving the other Party 30 days prior written notice setting forth the date of termination.

**9. Financial Understanding**

- A. Recipient shall pay the total non-refundable payment due within thirty (30) days of receipt of the invoice. If payment is not received by the Transferring Agency, Recipient shall immediately pay the total amount specified in this Section 9 plus a billing fee calculated at the greater of eighteen percent per annum of the total amount due or twenty-five and no/100 dollars (\$25.00). If the fee is not paid within the above specified time, Recipient shall immediately return all data to the Transferring Agency and the Transferring Agency reserves the right to prohibit the receipt of future data until the balance is paid in full.
- B. Costs for Data Provided:
  - i. Each report provided shall be charged at \$230.00
  - ii. Total amount due within 30-days of invoice receipt. All fees are non-refundable.
- C. Data Requests and Invoicing  
Recipient shall submit each Data Request by sending an email to [cdle\\_qcew\\_datarequests@state.co.us](mailto:cdle_qcew_datarequests@state.co.us). Requests must be received at least 7 calendar days before a QCEW Data Release Date and contain which quarter(s) of data are being requested, which county(ies) are being requested, and at least two email addresses of where the data are to be sent. QCEW Data Release Dates can be found on the LMI Gateway website: <https://cdle.colorado.gov/dlss/labor-market-information-lmi/quarterly-census-of-employment-and-wages-qcew> . Transferring Agency will send Recipient a link to the Data via email. Recipient must promptly download and save Data. Recipient may submit an unlimited number of Data Requests during the term of this Agreement. Transferring Agency will invoice Recipient separately for each Data Request. Transferring Agency will invoice Recipient for each Data Request after transmission of the Data.
- D. Payment  
Recipient shall submit payment of each invoice within 30 days of invoice receipt in accordance with the instructions provided on the invoice.

## 10. Dispute Resolution

In the event of a dispute related to this Agreement, the Parties' Executive Directors shall have ten (10) business days to resolve the dispute. If this fails, both Parties shall submit the matter in writing to the Executive Director of the Department of Personnel and Administration, or their delegate for final resolution. The Parties agree to engage in this process if either Party loses funding to transfer or process the Data in accordance with this

Agreement in order to determine how cost should be covered or if this Agreement should be terminated prior to the expiration of the Term.

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Recipient for resolution.

B. Resolution of Controversies

If the initial resolution described in §10 fails to resolve the dispute within 10 Business Days, Recipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Recipient wishes to challenge any decision rendered by the Procurement Official, Recipient’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Recipient pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

**11. General Provisions**

A. Amendment

The Parties may only amend this Agreement in a writing signed by both Parties.

B. Assignment

Recipient’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Recipient’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.

C. Subcontracts

Recipient shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the Transferring Agency.

Recipient shall submit to the State a copy of each such subcontract upon request by the

State. All subcontracts entered into by Recipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

D. Binding Effect

Except as otherwise provided in §11.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

E. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

F. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

G. Counterparts

The Parties may execute this Agreement in multiple, identical, or original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

H. Entire Understanding

This Agreement, including, but not limited to, the recitals, which are incorporated into this Agreement by reference, represents the complete integration of all understandings between the Parties related to the data sharing. All prior representations and understandings related to the data sharing, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or

consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §12.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver,

nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. Standard and Manner of Performance

Recipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Recipient's industry, trade, or profession.

Q. CORA Disclosure

To the extent not prohibited by applicable law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA. The Parties agree to coordinate if either agency receives a CORA request for data that is subject to this Agreement. CORA requests are time sensitive and must be referred to the Parties within one (1) business day to meet statutory open records requirements. Any data requested through a CORA request that is otherwise protected under CIPSEA shall be protected and not open to release.

R. Legal Requests

Transferring Agency acknowledges and agrees that Recipient, Third-Party Data Recipients, or its contractors, may be required to share the Data to respond to a subpoena, court order, open records request or valid legal request (each a "Legal Request"). To the extent permitted by law, Recipient will refer the Legal Request to Transferring Agency of any disclosure of the Data so that Transferring Agency may seek a protective order at its own cost.

S. Recipient Liability

i. General Liability

Recipient shall assume liability against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) in relation to any act or omission by Recipient, or its employees, agents, Subcontractors, Third-Party Data Recipients, or assignees in connection with this Agreement.

ii. Confidential Information

Disclosure or use of State Confidential Information by Recipient in violation of §7 may be cause for legal action by third parties against Recipient, the State, or their respective agents. Recipient shall assume liability against any and all claims,

damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) in relation to any act or omission by Recipient, or its employees, agents, assigns, Third-Party Data Recipients or Subcontractors in violation of §7.

iii. Intellectual Property

Recipient shall assume liability against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Intentionally Omitted

T. Accessibility

i. Recipient shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require that the Recipient's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Recipient to review the selection of the third party. Recipient shall be responsible for all costs associated with the third-party vendor's assessment. If Recipient is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Recipient shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

U. Third Party Beneficiaries

No third party shall be able to enforce or have the benefit of any of the provisions of this Agreement.

**12. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

A. Consents and Compliance with Law

Each Party shall comply with (i) all applicable federal and State laws, rules, and regulations, that apply to their obligations under the Agreement (collectively, "Laws"); and (ii) shall obtain all necessary consents to transfer and use the Data for the Purpose in accordance with such Laws. In the event a consent is revoked by an individual in accordance with applicable Laws, the Party that receives the revocation of consent will

immediately notify the other Party of the revocation of consent. Upon receipt of a revocation of consent, Recipient shall Destroy and cease using the Data associated with that consent from the date Recipient receives the notice of revocation

B. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

C. Fund availability. §24-30-202(5.5), C.R.S.

Financial obligations of the either Party payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

D. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of each respective Party, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

## **Exhibit A, Data to be Shared**

The normal data record provides all data elements available on the State's micro file for the specified Unemployment Insurance (UI) Account Number/Reporting Unit Number (RUN) for that year and quarter. A delete record is a special type of data record that removes all data for the specified UI/RUN for all years and quarters. DATA ELEMENT DEFINITIONS define the data elements. A complete Equi Database Dictionary will be provided to the Recipient upon execution of this Agreement.

All Data must be used in compliance with Section 6 of this agreement (Purpose-Research, Analytics and Published Materials).

Recipient and/or any Third-Party Data Recipient shall not publish, sell, or disclose the data, or any part thereof, to the extent that the information published of any area, industry, Federal Department or Federal Agency level contains fewer than three (3) reporting units (as defined in C.R.S. 8-70-103(9), 1987 Rep. Vol., as amended), or eighty percent (80%) of the total employment of the applicable reporting level is made up by a single reporting unit.

Recipient shall not use the Data to publicly distribute any type of ranking lists, including but not limited to "Top Ten Employers", etc. Data are to be used for statistical purposes only, and not for any solicitation, advertising, enforcement, compliance by the Recipient and/or Third-Party Data Recipients. Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data and are given prior written approval by the Transferring Agency in order to ensure that such publication meets the threshold for its suppression and publication policies.

**Table 1: List of fields provided**

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
1	1	1	Adm	Transaction Code
2	3	2	Adm	State FIPS Numeric Code
4	7	4	Qtr	Year
8	8	1	Qtr	Quarter
9	1 8	10	Adm	UI Account Number
1 9	2 3	5	Adm	Reporting Unit Number
2 4	3 2	9	Adm	EIN (Employer Identification Number)
3 3	4 2	10	—	Filler 1 (Predecessor UI Account Number)
4 3	4 7	5	—	Filler 2 (Predecessor Reporting Unit Number)
4 8	5 7	10	—	Filler 3 (Successor UI Account Number)
5 8	6 2	5	—	Filler 4 (Successor Reporting Unit Number)

6 3	9 7	35	Adm	Legal/Corporate Name
9 8	1 3 2	35	Adm	Trade Name/DBA

**UI Address Block (133-243)**

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
1 3 3	1 6 7	35	Adm	UI Street Address--Line 1
1 6 8	2 0 2	35	Adm	UI Street Address--Line 2
2 0 3	2 3 2	30	Adm	UI Address--City
2 3 3	2 3 4	2	Adm	UI Address--State
2 3 5	2 3 9	5	Adm	UI Address--5-Digit ZIP Code
2 4 0	2 4 3	4	Adm	UI Address--ZIP Code Extension

**Physical Location Address Block (244-354)**

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
2 4 4	2 7 8	35	Adm	Physical Location (PLA) Street Address--Line 1
2 7 9	3 1 3	35	Adm	Physical Location (PLA) Street Address--Line 2
3 1 4	3 4 3	30	Adm	Physical Location Address (PLA)--City
3 4 4	3 4 5	2	Adm	Physical Location Address (PLA)--State
3 4 6	3 5 0	5	Adm	Physical Location Address (PLA)--5-Digit ZIP Code
3 5 1	3 5 4	4	Adm	Physical Location Address (PLA)--ZIP Code Extension

**Mailing/Other Address Block (355-466)**

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
3 5 5	3 8 9	35	Adm	Mailing/Other (MOA) Street Address-- Line 1
3 9 0	4 2 4	35	Adm	Mailing/Other (MOA) Street Address-- Line 2
4 2 5	4 5 4	30	Adm	Mailing/Other (MOA) Address--City
4 5 5	4 5 6	2	Adm	Mailing/Other (MOA) Address--State
4 5 7	4 6 1	5	Adm	Mailing/Other (MOA) Address--5-Digit ZIP Code
4 6 2	4 6 5	4	Adm	Mailing/Other (MOA) Address--ZIP Code Extension
4 6 6	4 6 6	1	Adm	Mailing/Other (MOA) Address Type

4	5	35	Adm	Reporting Unit Description
6	0			
7	1			

**Telephone Number (502-511)**

<b>S</b> <b>t</b> <b>a</b> <b>r</b> <b>t</b>	<b>E</b> <b>n</b> <b>d</b>	<b>L</b> <b>e</b> <b>n</b> <b>g</b> <b>t</b> <b>h</b>	<b>F</b> <b>i</b> <b>e</b> <b>d</b> <b>T</b> <b>y</b> <b>p</b> <b>e</b>	<b>D</b> <b>a</b> <b>t</b> <b>a</b> <b>E</b> <b>l</b> <b>e</b> <b>m</b> <b>e</b> <b>n</b> <b>t</b>
5 0 2	5 0 4	3	Adm	Phone Area Code
5 0 5	5 0 7	3	Adm	Phone Prefix
5 0 8	5 1 1	4	Adm	Phone Suffix

**Setup Date (512-519)**

<b>S t a r t</b>	<b>E n d</b>	<b>Le n g t h</b>	<b>Field Type</b>	<b>Data Element</b>
5 1 2	5 1 5	4	Adm	Setup Date--Year
5 1 6	5 1 7	2	Adm	Setup Date--Month
5 1 8	5 1 9	2	Adm	Setup Date--Day

**Initial Date of Liability (520-527)**

<b>S t a r t</b>	<b>E n d</b>	<b>Len g t h</b>	<b>Field Type</b>	<b>Data Element</b>
5 2 0	5 2 3	4	Adm	Initial Date of Liability--Year
5 2 4	5 2 5	2	Adm	Initial Date of Liability--Month

5 2 6	5 2 7	2	Adm	Initial Date of Liability--Day
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**End of Liability Date (528-535)**

Start	End	Length	Field Type	Data Element
5 2 8	5 3 1	4	Adm	End of Liability Date--Year
5 3 2	5 3 3	2	Adm	End of Liability Date--Month
5 3 4	5 3 5	2	Adm	End of Liability Date--Day

**Reactivation Date (536-543)**

Start	End	Length	Field Type	Data Element
536	539	4	Adm	Reactivation Date--Year
540	541	2	Adm	Reactivation Date--Month
542	543	2	Adm	Reactivation Date--Day

**Fields 544 to 798**

Start	End	Length	Field Type	Data Element
544	544	1	Qtr	Status Code
545	545	1	Adm	CES Indicator

Start	End	Length	Field Type	Data Element
546	547	2	Adm	ARS Response Code
548	551	4	Adm	ARS Refile Year
552	554	3	Adm	Old County Code
555	555	1	Adm	Old Ownership Code
556	559	4	Adm	ARS Verification Year
560	562	3	Adm	Old Township Code
563	567	5	Adm	Maximum Reporting Unit Number

Start	End	Length	Field Type	Data Element
568	568	1	Adm	MWR Mail Indicator
569	574	6	Adm	Old NAICS Code
575	575	1	Qtr	Data Source
576	576	1	QAdm	Special Indicator Code
577	580	4	Qtr	Agent Code
581	584	4	Qtr	SIC
585	590	6	Qtr	NAICS02 Code

Start	End	Length	Field Type	Data Element
591	596	6	Qtr	NAICS Code
597	597	1	Qtr	Ownership Code
598	598	1	Adm	Organization Type Code
599	601	3	Qtr	County Code
602	604	3	Qtr	Township Code
605	605	1	—	Filler
606	611	6	Qtr	First Month Employment

Start	End	Length	Field Type	Data Element
612	612	1	Qtr	First Month Employment Indicator
613	618	6	Qtr	Second Month Employment
619	619	1	Qtr	Second Month Employment Indicator
620	625	6	Qtr	Third Month Employment
626	626	1	Qtr	Third Month Employment Indicator
627	637	11	Qtr	Total Wages
638	638	1	Qtr	Total Wages Indicator

Start	End	Length	Field Type	Data Element
639	649	11	Qtr	Taxable Wages
650	658	9	Qtr	Contributions (Due)
659	659	1	Qtr	Type of Coverage Code
660	660	1	Qtr	MEEI Code
661	661	1	Adm	PLA Type Code
662	663	2	Qtr	First Comment Code
664	665	2	Qtr	Second Comment Code

Start	End	Length	Field Type	Data Element
666	667	2	Qtr	Third Comment Code
668	724	57	Qtr	Narrative Comment
725	726	2	Adm	Collection Mode Indicator
727	728	2	Qtr	ECCI
729	729	1	Adm	UI Address Type Code
730	737	8	Adm	Date PLA Changed
738	738	1	Adm	Geocoding Software

Start	End	Length	Field Type	Data Element
739	739	1	Adm	Geocoding Source
740	743	4	Adm	Match Code
744	746	3	Twice	Location Code
747	755	9	Twice	Latitude
756	766	11	Twice	Longitude

Start	End	Length	Field Type	Data Element
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7 6 7	7 7 1	5	Twice	Year and Quarter of New Latitude and Longitude
7 7 2	7 7 6	5	Qtr	Place Code
7 7 7	7 7 8	2	Qtr	Class Code
7 7 9	7 9 3	15	Qtr	Census ID: 2 digit State code 3 digit County code 6 digit Census Tract 1 digit Census Block Group 2 digit Census Block Code 1 digit optional Block Code letter
7 9 4	7 9 7	4	—	Filler
7 9 8	7 9 8	1	Adm	Address Source Code

**Nondisclosure/Informed Consent (799-807)**

Start	End	Length	Field Type	Data Element
799	799	1	Adm	Nondisclosure/Informed Consent Code
80003	80003	4	Adm	Nondisclosure/Informed Consent Year Agreed
80047	80007	4	Adm	Nondisclosure/Informed Consent Year Ended

**Future QCEW Contact Block (808-827)**

Start	End	Length	Field Type	Data Element
808	8011	4	Adm	Future ARS Refile Year
812	813	2	Adm	Future ARS Response Code

8 1 4	8 1 9	6	Adm	Future NAICS Code
8 2 0	8 2 2	3	Adm	Future County Code
8 2 3	8 2 5	3	Adm	Future Town Code
8 2 6	8 2 7	2	Adm	Future CMI Code

**Wage Record Summary Information (828-844)**

Start	End	Length	Field Type	Data Element
8 2 8	8 3 3	6	Qtr	Wage Record Count of Unique SSNs
8 3 4	8 4 4	11	Qtr	Wage Record Wages
8 4 5	8 4 9	5	Adm	Phone Extension

**QCEW Contact Block (850-1049)**

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
8 5 0	8 8 4	35	Adm	QCEW Contact (Attention Line)
8 8 5	9 1 9	35	Adm	QCEW Contact Title
9 2 0	9 7 9	60	Adm	QCEW Contact Email Address
9 8 0	9 8 9	10	Adm	QCEW Contact Fax
9 9 0	1 0 4 9	60	Adm	Website Address
1 0 5 0	1 0 5 0	1	—	Future Use

1 0 5 1	1 0 6 0	10	Qtr	Largest Wage Record Recipient— Possible or Actual Successor
1 0 6 1	1 0 6 6	6	Qtr	Wage Record Count to Largest Wage Record Recipient
1 0 6 7	1 0 7 6	10	Qtr	Largest Wage Record Contributor— Possible or Actual Predecessor
1 0 7 7	1 0 8 2	6	Qtr	Wage Record Count from Largest Wage Record Contributor
1 0 8 3	1 0 8 8	6	Qtr	Hires
1 0 8 9	1 0 9 4	6	Qtr	Separations
1 0 9 5	1 1 0 0	6	Qtr	"New Entrants"

1101	1106	6	Qtr	"Exits"
<b>S</b> <b>t</b> <b>a</b> <b>r</b> <b>t</b>	<b>E</b> <b>n</b> <b>d</b>	<b>L</b> <b>e</b> <b>n</b> <b>g</b> <b>t</b> <b>h</b>	<b>F</b> <b>i</b> <b>e</b> <b>l</b> <b>d</b> <b>T</b> <b>y</b> <b>p</b> <b>e</b>	<b>D</b> <b>a</b> <b>t</b> <b>a</b> <b>E</b> <b>l</b> <b>e</b> <b>m</b> <b>e</b> <b>n</b> <b>t</b>
1107	1112	6	Qtr	"Continuous Employees"

**Discrepancy Information (1113-1190)**

<b>S</b> <b>t</b> <b>a</b> <b>r</b> <b>t</b>	<b>E</b> <b>n</b> <b>d</b>	<b>L</b> <b>e</b> <b>n</b> <b>g</b> <b>t</b> <b>h</b>	<b>F</b> <b>i</b> <b>e</b> <b>l</b> <b>d</b> <b>T</b> <b>y</b> <b>p</b> <b>e</b>	<b>D</b> <b>a</b> <b>t</b> <b>a</b> <b>E</b> <b>l</b> <b>e</b> <b>m</b> <b>e</b> <b>n</b> <b>t</b>
1113	1116	4	Adm	Fact of Discrepancy Year
1117	1118	2	Adm	Fact of Discrepancy Month

1 1 1 9	1 1 2 0	2	Adm	Fact of Discrepancy Control/Action Code
1 1 2 1	1 1 2 6	6	Adm	Fact of Discrepancy NAICS
1 1 2 7	1 1 2 9	3	Adm	Fact of Discrepancy County
1 1 3 0	1 1 8 6	57	Adm	Fact of Discrepancy Explanation
1 1 8 7	1 1 9 0	4	—	Filler/Future Field

**TABLE FIELDS**

<b>Field Name</b>	<b>Field Description</b>
TRANSCODE	Transaction Code
STATE_FIPS	State FIPS Numeric Code
YEAR	Year
QUARTER	Quarter
UI_ACCT_NUM	UI Account Number
RUN	Reporting Unit Number
EIN	EIN (Employer Identification Number)
FILLER1	Filler (Pred UI Account Number)
FILLER2	Filler (Pred Reporting Unit Number)
FILLER3	Filler (Succ UI Account Number)
FILLER4	Filler (Succ Reporting Unit Number)
LGLNM	Legal/Corporate Name
TRDNM	Trade Name/DBA

**UI Address Block (133-243)**

<b>Field Name</b>	<b>Field Description</b>
UI_ADD1	UI Street Address--Line 1
UI_ADD2	UI Street Address--Line 2
UI_CITY	UI Address--City
UI_STATE	UI Address--State
UI_ZIP	UI Address--5-Digit ZIP Code
UI_ZIP_EXT	UI Address--ZIP Code Extension

**Physical Location Address Block (244-354)**

<b>Field Name</b>	<b>Field Description</b>
PL_ADD1	Physical Location (PLA) Street Address--Line 1
PL_ADD2	Physical Location (PLA) Street Address--Line 2
PL_CITY	Physical Location Address (PLA)--City
PLA_STATE	Physical Location Address (PLA)--State
PLA_ZIP	Physical Location Address (PLA)--5-Digit ZIP Code
PLA_ZIP_EXT	Physical Location Address (PLA)--ZIP Code Extension

**Mailing/Other Address Block (355-466)**

<b>Field Name</b>	<b>Field Description</b>
MOA_ADD1	Mailing/Other (MOA) Street Address--Line 1
MOA_ADD2	Mailing/Other (MOA) Street Address--Line 2
MOA_CITY	Mailing/Other (MOA) Address--City
MOA_STATE	Mailing/Other (MOA) Address--State
MOA_ZIP	Mailing/Other (MOA) Address--5-Digit ZIP Code
MOA_ZIP_EXT	Mailing/Other (MOA) Address--ZIP Code Extension
MO_ADD_TYPE	Mailing/Other (MOA) Address Type
RUD	Reporting Unit Description

**Telephone Number (502-511)**

<b>Field Name</b>	<b>Field Description</b>
PH_AREA_CODE	Phone Area Code
PH_PREFIX	Phone Prefix
PH_SUFFIX	Phone Suffix

**Setup Date (512-519)**

<b>Field Name</b>	<b>Field Description</b>
SETUP_YEAR	Setup Date—Year
SETUP_MONTH	Setup Date—Month
SETUP_DAY	Setup Date—Day

**Initial Date of Liability (520-527)**

<b>Field Name</b>	<b>Field Description</b>
LIAB_YEAR	Initial Date of Liability--Year
LIAB_MONTH	Initial Date of Liability--Month
LIAB_DAY	Initial Date of Liability--Day

**End of Liability Date (528-535)**

<b>Field Name</b>	<b>Field Description</b>
EOL_YEAR	End of Liability Date—Year
EOL_MONTH	End of Liability Date—Month
EOL_DAY	End of Liability Date—Day

**Reactivation Date (536-543)**

<b>Field Name</b>	<b>Field Description</b>
REACT_YEAR	Reactivation Date--Year
REACT_MONTH	Reactivation Date--Month
REACT_DAY	Reactivation Date--Day
STATUS_CODE	Status Code
CES_IND	CES Indicator
ARS_CODE	ARS Response Code
ARS_RYEAR	ARS Refile Year
OCNTY	Old County Code
OOWN	Old Ownership Code
ARS_VYEAR	ARS Verification Year
OTOWN	Old Township Code
MAXRU	Maximum Reporting Unit Number
MWR_MAIL_IND	MWR Mail Indicator
ONAICS	Old NAICS Code
DATASO	Data Source
SPEC_IND	Special Indicator Code

Field Name	Field Description
AGENT	Agent Code
SIC	SIC
NAICS02	NAICS02 Code
NAICS	NAICS Code
OWN_CODE	Ownership Code
ORG_TYPE	Organization Type Code
CNTY	County Code
TOWN_CODE	Township Code
FILLER 5	Filler
M1EMP	First Month Employment
M1EMP_IND	First Month Employment Indicator
M2EMP	Second Month Employment
M2EMP_IND	Second Month Employment Indicator
M3EMP	Third Month Employment
M3EMP_IND	Third Month Employment Indicator
TOTAL_WAGES	Total Wages
TOTAL_WAGES_IND	Total Wages Indicator

Field Name	Field Description
TAX_WAGES	Taxable Wages
CNTRB	Contributions (Due)
CVRG-CODE	Type of Coverage Code
MEEI	MEEI Code
PLA_TYPE_CODE	PLA Type Code
CMNT1	First Comment Code
CMNT2	Second Comment Code
CMNT3	Third Comment Code
COM_NARR	Narrative Comment
CMI	Collection Mode Indicator
ECCI	ECCI
UI_ADDR_IND	UI Address Type Code
PL-DATE_CHNG	Date PLA Changed
GEO_SOFT	Geocoding Software
GEO_SOURCE	Geocoding Source
MATCH_CODE	Match Code

Field Name	Field Description
MATCH_CODE	Match Code
LOCCODE	Location Code
LATITUDE	Latitude
LONGITUDE	Longitude
CNTRB	Contributions (Due)
CVRG-CODE	Type of Coverage Code
MEEI	MEEI Code
PLA_TYPE_CODE	PLA Type Code
CMNT1	First Comment Code
CMNT2	Second Comment Code
CMNT3	Third Comment Code
COM_NARR	Narrative Comment
CMI	Collection Mode Indicator
ECCI	ECCI
UI_ADDR_IND	UI Address Type Code

Field Name	Field Description
PL-DATE_CHNG	Date PLA Changed
GEOSOFT	Geocoding Software
GEOSOURCE	Geocoding Source
MATCH_CODE	Match Code
LOCCODE	Location Code
LATITUDE	Latitude
LONGITUDE	Longitude
LTLNGYRQTR	Year and Quarter of New Latitude and Longitude
PLACE_CODE	Place Code
PLACE_CLASS_CODE	Class Code
CENSUS_BLK	Census ID:
CENSUS_BLK	2 digit State code
CENSUS_BLK	3 digit County code
CENSUS_BLK	6 digit Census Tract
CENSUS_BLK	1 digit Census Block Group
CENSUS_BLK	2 digit Census Block Code

Field Name	Field Description
CENSUS_BLCK	1 digit optional Block Code letter
FILLER6	Filler
ADD_SOURCE	Address Source Code

**Nondisclosure/Informed Consent (799-807)**

Field Name	Field Description
ICCD	Nondisclosure/Informed Consent Code
ICST	Nondisclosure/Informed Consent Year Agreed
ICEND	Nondisclosure/Informed Consent Year Ended

**Future QCEW Contact Block (808-827)**

Field Name	Field Description
F_ARS_REF_YEAR	Future ARS Refile Year
F_RES_CODE	Future ARS Response Code
F_NAICS_CODE	Future NAICS Code
F_CNTY_CODE	Future County Code
F_TOWN_CODE	Future Town Code
F_CMI_CODE	Future CMI Code

**Wage Record Summary Information (828-844)**

<b>Field Name</b>	<b>Field Description</b>
WRC	Wage Record Count of Unique SSNs
WRW	Wage Record Wages
PHN_EXT	Phone Extension

**QCEW Contact Block (850-1049)**

Field Name	Field Description
CONTACT_NAME	QCEW Contact (Attention Line)
CONTACT_TITLE	QCEW Contact Title
CONTACT_EMAIL	QCEW Contact Email Address
CONTACT_FAX	QCEW Contact Fax
CONTACT_WEB	Website Address
FILLER7	Future Use
LWRR_UI	Largest Wage Record Recipient— Possible or Actual Successor
LWRR	Wage Record Count to Largest Wage Record Recipient
LWRC_UI	Largest Wage Record Contributor—Possible or Actual Predecessor
LWRC	Wage Record Count from Largest Wage Record Contributor
HIRES	Hires
SEPARATE	Separations
ENTRANTS	"New Entrants"
EXITS	"Exits"

CONT_EMPL	"Continuous Employees"
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**Discrepancy Information (1113-1190)**

Field Name	Field Description
FOD_YEAR	Fact of Discrepancy Year
FOD_MONTH	Fact of Discrepancy Month
FOD_CAC	Fact of Discrepancy Control/Action Code
FOD_NAICS	Fact of Discrepancy NAICS
FOD_CNTY	Fact of Discrepancy County
FOD_EXPLN	Fact of Discrepancy Explanation
FILLER8	Filler/Future Field

**Authorized Personnel and Contractors**

N/A

## Exhibit B, PII Certification

### State of Colorado

#### Third Party Entity / Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of entity / organization) (the “Organization”), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit C, Third-Party Data Recipient Certification

This Third-Party Data Recipient Certification (“Certification”) documents that the Third-Party Data Recipient is aware that the terms of the Agreement are applicable to the Third-Party Data Recipient.

### Term

The term of this Certification shall commence on the Effective Date and shall terminate One (1) year from the Effective Date unless sooner terminated in accordance with its terms or when the agreement between the Recipient and the Third-Party Data Recipient terminates. This Certification must be renewed every year if the Agreement is multiyear.

### Purpose

The Recipient, Town of Erie, CO wishes to provide a Third-Party Data Recipient \_\_\_\_\_ (Legal Entity Name) with access to the Transferring Agencies data (Colorado Department of Labor and Employment) for the purpose of \_\_\_\_\_(Insert description of the use case of Third party).

### Obligations

1. The Recipient acknowledges that as the Primary Recipient of the data they are responsible for ensuring the Third-Party Data Recipient meets all obligations outlined in this Certification. The Recipient will be held responsible for any breaches/harm caused by the Third-Party Data Recipient.
2. Third-Party Data Recipients shall only utilize the Data to deliver services related to the Purpose. No other use of the Data are permitted.
3. The Recipient will notify the Transferring Agency via email within 5 business days of any termination of contract, so that sharing permission can be updated.
4. This Certification is not transferable to any other party.
5. The Third-Party Data Recipient acknowledges that they are held to the same standards and responsibilities as the Recipient as outlined in this Agreement, including but not limited to compliance with all clauses outlined below:

Section 2 - “Data Sharing”

Section 3 - "Data Use and Restrictions"

Section 4 - "Data Security Requirements"

Section 6 - "Purpose - Research, Analytics and Published Materials"

Section 7 - "Security Incident and Data Breach"

All State and Federal Confidentiality requirements as described (if applicable):

Exhibit A - Data to be Shared and Attachments

Exhibit B - PII Certification

6. The Third-Party Data Recipient is subject to compliance auditing by the Transferring Agency, its representatives, the State of Colorado, and any Federal Agency. Any costs associated with compliance auditing will be the responsibility of the Recipient.

7. The Recipient shall provide the Transferring Agency with a copy of the Agreement between the Recipient and Third-Party Data Recipient that demonstrates all data privacy, confidentiality, security and handling requirements as outlined in this Agreement. Third-Party Data Recipient acknowledges they have assumed all obligations for data use and security as described in this Agreement.

8. Nothing in this Third-Party Data Recipient Certification constitutes an Agreement between the Transferring Agency and Third-Party Data Recipient.

Each person signing this Certification represents and certifies that they have full legal authority to execute this certification on behalf of the Organization.

**Third-Party Data Recipient**

\_\_\_\_\_  
Legal Name of Third-Party Data Recipient

By: \_\_\_\_\_

[Name & Title of Person Signing for Third-Party Data Recipient]

Date: \_\_\_\_\_

**Recipient**

[INSERT: Legal Name of Recipient]

By: \_\_\_\_\_

[Name & Title of Person Signing for Recipient]

Date: \_\_\_\_\_

## Exhibit D, Sample Option Letter

**State Agency**

[Insert Department's or IHE's Full Legal Name]

**Recipient**

[Insert Recipient's Full Legal Name]

**Option Letter Number**

[Insert the Option Number (e.g. "1" for the first option)]

**Original Agreement Number**

[Insert CMS number or Other Agreement Number of the Original Agreement]

**Option Agreement Number**

[Insert CMS number or Other Agreement Number of this Option]

**Agreement Performance Beginning Date**

[Month Day, Year]

**Current Agreement Expiration Date**

[Month Day, Year]

**Current Agreement Maximum Amount**

Initial Term

State Fiscal Year Initial Term [20xx]: [\$0.00]

Extension Terms

State Fiscal Year Extension Term 1 [20xx]: [\$0.00]

State Fiscal Year Extension Term 2 [20xx]: [\$0.00]

State Fiscal Year Extension Term 3 [20xx]: [\$0.00]

State Fiscal Year Extension Term 4 [20xx]: [\$0.00]

Total for All State Fiscal Years: [\$0.00]

**1. Options:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

**2. Required Provisions:**

- A. For use with Option 1(A):  
In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert Start Date] and ending on the current contract expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. For use with Options 1(B and C):  
In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or Both] at the rates stated in the Original Agreement, as amended.
- C. For use with Option 1(D):  
In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Exhibit/Section] [Number/Letter]. The Agreement rates attached to

this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.

D. For use with Option 1(E):

In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [Indicate which phase, 2, 3, 4 etc.], which shall begin on [Insert Start Date for Phase] and end on [Insert Ending Date for Phase] at the cost/price specified in Section [Number].

E. For use with all Options that modify the Agreement Maximum Amount:

The Agreement Maximum Amount table on the Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**3. Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or [Month Day, Year], whichever is later.

State of Colorado  
Jared S. Polis, Governor  
[INSERT: Name of Agency or IHE]

**State Controller**  
Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: [Name & Title of Person Signing for Agency or IHE]

Date: \_\_\_\_\_

\_\_\_\_\_  
By: [Name of Agency or IHE Delegate-  
Please delete if contract will be routed  
to OSC for approval]

Option Effective Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated above by the State Controller or an authorized delegate.



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 5/12/2026**

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**File #:** 2026-319, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Declaring a Stage 2 - Watch Condition under Erie's Drought and Water Supply Shortage Plan

**DEPARTMENT:** Utilities

**PRESENTER(S):** Todd Fessenden, Utilities Director  
Dylan King, Sustainability & Water Conservation Specialist

**TIME ESTIMATE:** 20 minutes  
*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**  
N/A

**POLICY ISSUES:**  
Declaring Stage 2 for the Town of Erie will formalize the current voluntary two-day-per-week watering schedule, align messaging with regional partners, and position Erie to responsibly steward water as a natural resource as well as work proactively to manage system resiliency and demand through the 2026 irrigation season. The final authority of a Drought Stage rests with Erie's Town Council.

**STAFF RECOMMENDATION:**  
Staff recommend the Town of Erie declare Stage 2 (Watch) conditions under the Drought and Water Supply Shortage Plan.

**SUMMARY/KEY POINTS**

- March was the hottest and driest March on record since record keeping began in Colorado.
- 2025/2026 was very warm and dry across the board, setting records for low precipitation totals and high temperatures.
- 89% of Colorado is currently in D2 (Severe Drought) drought conditions.
- 58% of Colorado is currently in D3 (Extreme Drought) drought conditions

**BACKGROUND OF SUBJECT MATTER:**

Staff are preparing proactive communication and asking for voluntary conservation efforts as conditions have remained dry since the Town experienced a water shortage emergency at the end of March.

A multi-departmental team was created to ensure coordinated monitoring, response actions, and messaging as we move through the irrigation season and beyond. This group will continue to provide recommendations and background information to Council and residents as necessary.

The Drought and Water Shortage Plan is designed to be flexible to adapt to the needs of the Town. The water shortage index and associated indicators serve as guidelines rather than prescriptive triggers, and staff may recommend a Stage declaration based on professional judgement, knowledge, and current conditions. While the current water shortage index may not independently trigger a Stage 2 declaration, observed conditions including a historically low snowpack, expected high irrigation demand, as well as regional conditions and actions warrant the Stage 2 declaration. The final authority of a Drought Stage rests with Erie's Town Council.

**ATTACHMENT(S):**

1. Memo

**Town of Erie  
Resolution No. 26-097**

**A Resolution of the Town Council of the Town of Erie Declaring a  
Stage 2 – Watch Condition under Erie’s Drought and Water Supply  
Shortage Plan**

**Whereas**, Erie’s primary water source is the Colorado-Big Thompson Project, originating on the Western Slope;

**Whereas**, Erie also obtains water through the South Boulder Canyon Ditch, originating from Gross Reservoir in Boulder;

**Whereas**, March 2026 was the hottest and driest March on record in Colorado;

**Whereas**, the United States Drought Monitor for Colorado categorizes Denver Water’s water collection system watersheds as being in a Severe to Exceptional Drought and the Denver Water service area as being in a Severe Drought; and

**Whereas**, implementation of a Stage 2 – Watch condition under Erie’s Drought and Water Supply Shortage Plan will conserve and manage water resources and protect public health and safety in the event of a prolonged drought.

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

**Section 1.** The Town Council hereby adopts, approves, and declares a Stage 2 – Watch condition under Erie’s Drought and Water Supply Shortage Plan in substantially the form attached hereto.

**Adopted this 12th day of May, 2026.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

# Memorandum

**To:** Town Council  
**From:** Todd Fessenden  
**Date:** May 12, 2026  
**Re:** Declaration of Stage 2 – Watch Conditions of Town of Erie Drought and Water Supply Shortage Plan



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## Agenda Item: 2026-319

This memo provides background information as well as staff recommendations for Council to declare Stage 2 “Watch” of Erie’s Drought and Water Supply Shortage Plan.

### Bottom Line Up Front (BLUF)

Staff recommends the Town of Erie declare **Stage 2 (Watch)** conditions under the Drought and Water Supply Shortage Plan (Plan). While the current water shortage index may not independently trigger a Stage 2 declaration, observed conditions including a historically low snowpack, expected high irrigation demand, as well as regional conditions and actions warrant the Stage 2 declaration.

---

Declaring Stage 2 for the Town of Erie will formalize the current, voluntary two-day-per-week watering schedule, align messaging with regional partners and position Erie to responsibly steward water as a natural resource as well as work proactively to manage system resiliency and demand through the 2026 irrigation season

Staff have worked on proactive communication and voluntary conservation efforts as the conditions have remained dry since the water shortage emergency at the end of March. A multi-departmental team was created to ensure coordinated monitoring, response actions, and messaging as we move through the irrigation season and beyond. This group will continue to regularly provide recommendations and background information to Council and residents as necessary.

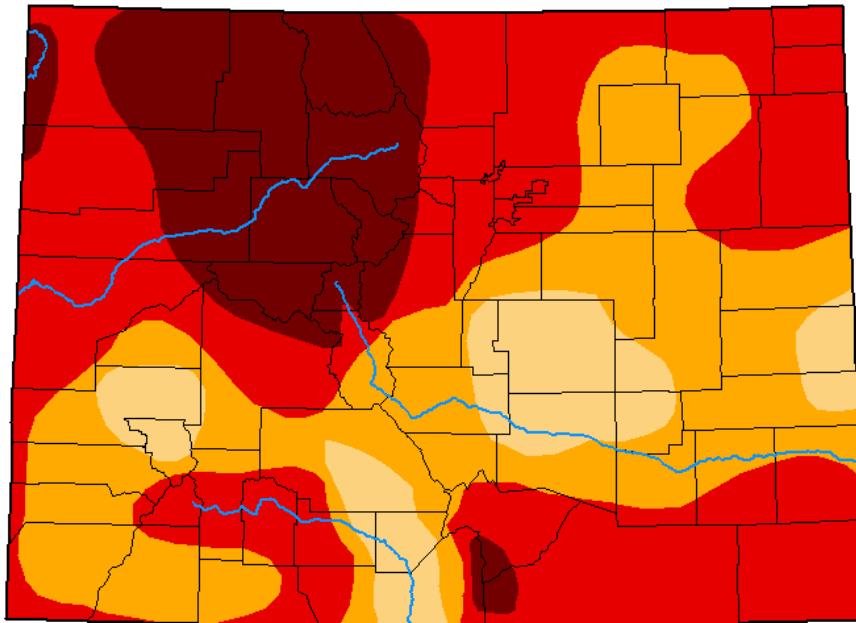
The Plan is designed to be flexible to adapt to the needs of the Town. The water shortage index and associated indicators serve as guidelines rather than prescriptive triggers, and staff may recommend a stage declaration based on professional judgement, knowledge, and current conditions. The final authority of a drought stage rests with Erie’s Town Council.

#### Facts:







- March was the hottest and driest March on record since record keeping began in Colorado.
- The 2025/2026 was very warm and dry across the board, setting records for low precipitation totals and high temperatures.
- 89% of Colorado is currently in D2 (Severe Drought) drought conditions.
- 58% of Colorado is currently in D3 (Extreme Drought) drought conditions

# U.S. Drought Monitor Colorado

**April 28, 2026**  
(Released Thursday, Apr. 30, 2026)  
Valid 8 a.m. EDT



### Intensity:

	None
	D0 Abnormally Dry
	D1 Moderate Drought
	D2 Severe Drought
	D3 Extreme Drought
	D4 Exceptional Drought

*The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>*

### Author:

Brad Rippey  
U.S. Department of Agriculture



[droughtmonitor.unl.edu](https://droughtmonitor.unl.edu)

## Rationale for Stage 2 Declaration

Erie's water rights portfolio is strong, and we have many systems and programs in place to help our users reduce their consumption. Erie's **Drought & Water Supply Shortage Plan** was designed specifically to handle variable conditions like this. That said, a few realities are worth highlighting:

- 1. Alignment with Current Operations:** The Town has implemented a voluntary 2-day-per-week watering schedule. Stage 2 will formalize this approach by aligning current practice with the appropriate Stage in the Plan. The Parks & Recreation Department has already committed to reducing their usage by 20% against the historical 5-year average which is called out and aligns with the Plan.
- 2. Alignment With Other Providers in the Region:** The 2-day-per-week voluntary restrictions put the Town in line with current best practices as well as many other water providers on the Front Range including: Denver, Aurora, Thornton, etc.

3. **Warm and Dry Springs Drive Early Irrigation Demand:** Higher-than-average temperatures have resulted in earlier-than-normal and higher seasonal irrigation demand. This demand will likely continue into the summer without a drastic change in weather pattern.
4. **Early Conservation is Far More Effective than Late Restrictions:** Erie's Drought Plan is built around staged response and early communication intentionally. If we wait until summer to react, the ability to meaningfully reduce peak demand is limited. Once irrigation timers are set, it's more difficult to change.

### *Town of Erie Drought Stages*



## Town Programming

The Town offers many water conservation and efficiency programs that are available to all users. These include:

- [Water Efficiency Rebates](#)
- [Slow the Flow Sprinkler Consultations](#)
- [Garden In A Box Kits](#)
- [Turf Replacement Rebate Program](#)



# DROUGHT AND WATER SUPPLY SHORTAGE PLAN

Prepared for:

Town of Erie

July 2021



Prepared by:



# Acknowledgements

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A sincere vote of appreciation is extended to the Colorado Water Conservation Board for the grant monies to fund the development of this Drought and Water Supply Shortage and to the following individuals and entities that participated in the Plan development.

## Erie Staff Members

Tyler Kesler, M.S. Environmental Policy & Management	Sustainability & Water Conservation Specialist
Todd Fessenden	Public Works Director
Bruce Chameroy, Certified Water Professional	Water Division Manager
Mike McGill	Parks and Open Space Division Manager
Ben Pratt, CEcD	Economic Development Director
Lucas Workman, MBA	Economic Development Specialist
Wendi Palmer, P.E. Certified Flood Manager	Civil Engineer
Patrick Hammer	Parks and Recreation Director
Deborah Bachelder, AICP	Planning Manager/Deputy Director, Planning & Development
David Pasic, P.E.	Town Engineer
Jody Lambert	Operations and Maintenance Division Manager
Fred Starr, AICP	Planning and Development Director
Amber Luttrell	Communications and Marketing Manager
Misty Hall, CPESC	Stormwater Coordinator
Jesse Ascunce	GIS Coordinator
Daniel Borrastero	GIS Technician

## Other Stakeholders

Phil Brink	Erie Open Space and Trails Advisory Board
Frank Kinder	Northern Water
Luke Shawcross	Northern Water
Brian Craig	Northern Water

## Consultant

Courtney Black, P.E.	INTERA Incorporated
Paul Zilis, Esq.	Vranesh and Raisch, LLP

# Executive Summary

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## Background

The Town of Erie (Erie or Town) was founded as a mining town in the 1870s and remained a small rural town until the mid-1990s when it started to experience new development. Erie is now rapidly changing into a prosperous northern Colorado municipality. A key component to Erie’s water management strategy is maintaining a long-term reliable and sustainable water supply as the Town continues to grow. Paramount to this effort is acquiring the water necessary to meet growing water demands, managing water efficiently, and ensuring resiliency in times of drought or other water shortages.

Erie responded to the 2002 drought by implementing a three-tiered water restrictions program. The program included both voluntary and mandatory level of restrictions providing flexibility to customers by recommending an irrigation schedule. In 2015, Erie developed a Drought Management Plan in accordance with the Colorado Water Conservation Board’s (CWCB) guidelines. This Drought and Water Supply Shortage Plan (Plan) is an update to the 2015 plan, capitalizing on new ideas, updated information and weather data available, and the experience of Erie staff.

Erie has a long history of addressing drought through mitigation measures, proactive planning, and a shortage response program.

## Objectives and Operating Principles

This Plan better prepares Erie for drought and provides a framework to respond to a water shortage when it occurs. The objectives of this Plan are provided below.

**Maintain and preserve** – Maintain health and safety to the maximum extent possible and preserve the economic vitality, quality of life, environmental and recreational stewardship during a water shortage.

**Guidance** – Provide data-driven guidance to decision makers and Town staff during a water shortage on how to best proceed while remaining aligned with community values and other planning efforts.

**Responsible monitoring and response** – Proactively monitor regional drought conditions, to ensure the Town’s data-driven response to its water shortage and responsibility contribute to lessening the local and regional stress that large scale droughts can have on the State.

Proactive planning is critical to maintaining a resilient community during times of drought and water shortages. This Plan provides a framework and set of guidelines directing Town leadership, Town staff and community members on how to work together to minimize impacts and preserve community livelihood and values when water supplies are stressed.

Operating principles were developed as means to assist with the development of this Plan and be used as a decision-making guidance tool when implementing this Plan. These are listed below.

**Ensure resiliency** – Resiliency to water shortages is paramount to the health and safety, economic vitality, and sustainability. Implementation of mitigation and response efforts are intended to minimize adverse impacts



during shortages while ensuring the critical functions (e.g., health and safety) necessary to maintain a resilient community.

**Ensure successful coordination and communication** – The response to water shortages is an inter-departmental effort. Coordination and communication among Erie staff are critical for implementing successful mitigation and response and in conveying consistent effective messages to the community.

**Maintain equity and stewardship** – Where possible, efforts should be made to allocate the costs and impacts associated with water use restrictions among all customers in an equitable manner. Adverse impacts to the environmental and recreational attributes of the Town’s surrounding land should also be avoided to the extent possible during a shortage.

**Capitalize on beneficial opportunities** – While drought and water shortages can be challenging to address, Erie will capitalize on learning opportunities and on establishing beneficial collaborative relationships among local and regional partners.

**Provide flexible framework** – Each water shortage is different and therefore flexibility is needed to best address unique circumstances during a drought. The drought response outlined in this Plan is intended to serve as a guiding framework for timely drought response. During a shortage, the response measures listed in Table E-1 and Section 7.0 may be adjusted to best meet current conditions.

Figure E-1 below summarizes Erie’s prioritization of customer-use during periods of a water shortage. Uses of highest priority consist of services essential to public health and safety such as indoor residential use, hospitals, schools, and firefighting. During periods of shortage, Erie will ensure that these essential needs are met. Depending on the severity and duration of the water shortage, customers will be encouraged or required to reduce water use.

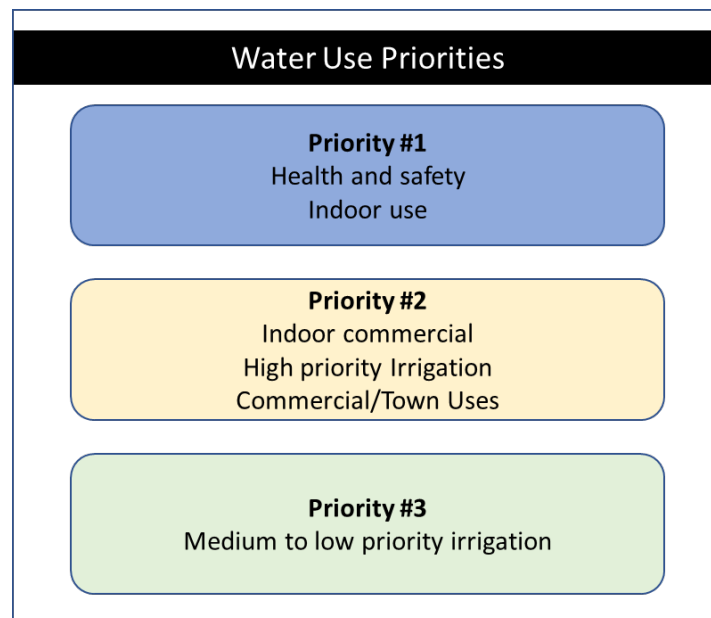


Figure E-1: Water Use Priorities



## Mitigation

Erie is committed to drought preparedness by mitigating for drought and water shortages before they occur. This includes mitigation measures that focus on firming existing and acquiring new supplies, operational practices, and water efficiency practices addressed in Erie's Water Efficiency Plan. These are listed in Figure E.2 below. Additional information each of these measures is provided in Section 6.1.

Mitigation consists of actions taken prior to a drought or water shortage to ensure optimum water supply reliability and that Erie is prepared for addressing shortages. Responses are actions taken during a shortage to avoid and reduce impacts while best maintaining water storage for future community needs and essential services.

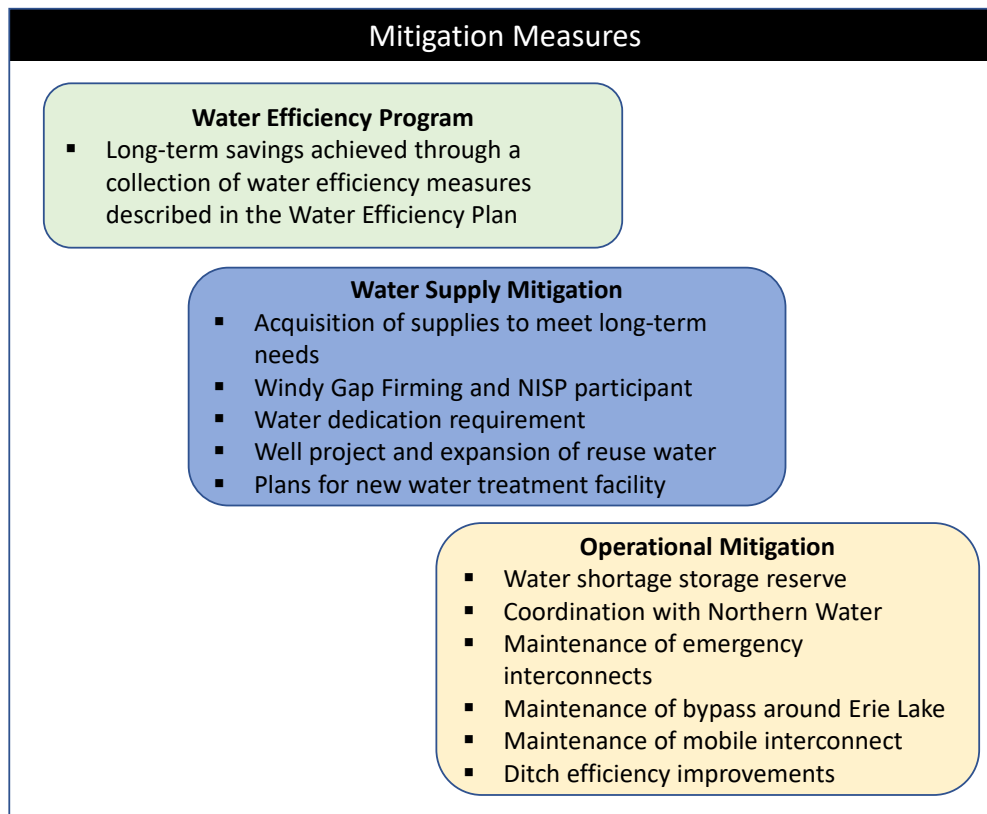


Figure E-2: Mitigation Measures

For purposes of this Plan, water efficiency practices are considered a form of drought mitigation. A community that understands the value of water and actively uses water responsibly is more likely to respond to the need to achieve additional water savings during a period of shortage. Furthermore, supply-side measures that support the efficient delivery of water supplies, reduces water waste and places less stress on the need for additional supplies during a shortage.



## Water Shortage Monitoring, Declaration, and Response

A collection of climate and hydrologic indicators such as snowpack, streamflow, and climate forecasts are collected by Erie on a regular basis to assess water supply conditions. This is particularly important in the spring just prior to snowmelt and runoff. Erie also relies on the Colorado Big Thompson (CBT) quota Northern Colorado Water Conservancy District (Northern Water) typically announces in early spring, which plays a strong role in how much wet water Erie will receive for the year. Other information including a drought index, calculated as the ratio of Erie's projected annual supply to demand, information on local water providers' actions if a drought is pending, and water supply infrastructure considerations all help inform Erie's decision on whether to declare a drought.

Water shortages are not only attributed to drought but can also be caused by natural events such as wildfire or infrastructure failure. This Plan may be used to address prolonged water shortages attributed to drought or other unforeseen circumstances.

Erie's response to water shortages is based on the four stages shown in Figure E-3 below. Each stage increases in severity as the index decreases<sup>1</sup>, calling for a higher water use reduction targets (more water to be saved) with each elevating stages. The total reduction target entails the water savings the Town is to achieve on an annual basis while the irrigation target focuses on outdoor water savings to be achieved during the irrigation season. Stages 1 and 2 (Voluntary and Watch) generally promote water efficiency and voluntary reductions of water use among all priorities detailed in Figure E-1. However, mandatory water restrictions may be implemented during Stage 2 if necessary, to meet water saving targets. Stage 3 (Severe) triggers mandatory restrictions of outdoor irrigation while Stage 4 (Emergency) may require prohibition of irrigation. Low priority irrigation may also be prohibited under Stage 3 (Severe) if needed to meet targeted water savings.

The water shortage index and other indicators serve as guidelines for a water shortage declaration. Recommendations are to be presented by Erie staff to the Town Board of Trustees (Town Board) who is responsible for making the final decision on whether to declare a shortage and the appropriate stage. Once the Town Board has decided to declare a shortage, the Town will initiate a Community Water Resiliency Campaign to educate the community on the shortage and implement a series of response measures.

Table E-1 below provides a summary of the supply-side response measures that may be implemented for each stage. These measures are best management practices that are generally consistent across many of the stages. However, during implementation the details of how each measure is carried out will likely differ depending on stage. Each drought and water shortage is unique and therefore these measures are written to allow for flexibility in how they are implemented when the drought and/or shortage occurs. Table E-2 below provides a summary of the demand-side response measures. These tables will be used as guidance to develop and implement the response effort when a drought or water shortage declaration has been made.

A community that understands the value of water and actively uses water responsibly is more likely to respond to the need to achieve additional water savings during a period of shortage. Erie has been able to realize these responsible water security and use measures currently in the statewide drought as it has proactively and responsively planned for the need for redundant water supplies for decades.

<sup>1</sup> The index represents the ratio of supplies to demands. Additional information on this index is provided in Section 5.



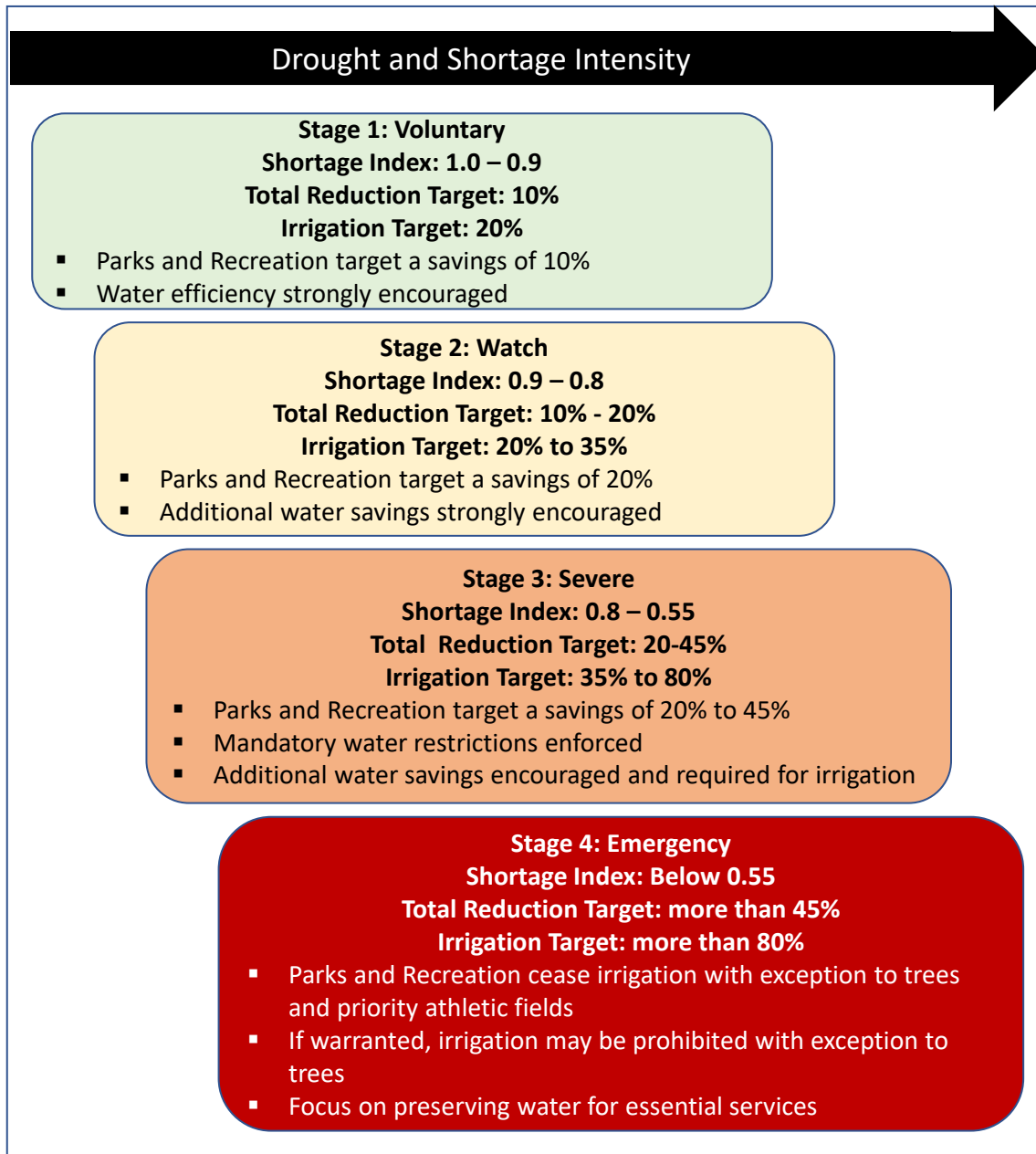


Figure E-3: Drought Stages, Trigger Guidelines, and Demand Reduction Targets

Table E-1: Supply-Side Response Measures

Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
<b>Actions for Implementations that can do Independently</b>				
Seek technical and financial assistance.	n/a	Identify any technical and financial assistance opportunities.	Identify any technical and financial assistance opportunities.	Identify any technical and financial assistance opportunities.
Maximize well project yields.	Optimize well project yields including reuse to preserve shortage reserves in storage.	Optimize well project yields including reuse to preserve shortage reserves in storage.	Optimize well project yields including reuse to preserve shortage reserves in storage.	Optimize well project yields including reuse to preserve shortage reserves in storage.
Maximize storage.	Ensure a 20% CBT carryover.	Ensure a 20% CBT carryover and consider maximizing storage in Erie, Thomas and the NWRf Storage as additional supply reserve.	Ensure a 20% CBT carryover and maximize storage in Erie, Thomas and the NWRf Storage as additional supply reserve to the extent possible.	Maximize CBT carryover and storage in Erie, Thomas and the NWRf Storage as additional supply reserve to the extent possible.
Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable.	Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).	Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).	Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).	Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).
<b>Actions for Implementation that Require Partnerships and Agreements</b>				
Acquire additional short-term water supplies during shortages.	Consider additional short-term water supplies during shortage, if needed. <sup>2</sup>	Acquire additional short-term water supplies, if needed. <sup>2</sup>	Acquire additional short-term water supplies, if available. <sup>2</sup>	Acquire additional short-term water supplies, if available. <sup>2</sup>
Coordinate and collaborate with others to create beneficial opportunities for Erie and the region.	Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region. <sup>3</sup>	Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region. <sup>3</sup>	Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region. <sup>3</sup>	Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region. <sup>3</sup>

<sup>2</sup> Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, leasing of groundwater pumped by other entities, and developing water transfers/trades with other entities to increase yield. In extreme circumstances, additional supplies could also entail a water hauling program or use of dead storage in Erie's local reservoir.

<sup>3</sup> This may include entities in the Boulder Creek watershed, Northern Water Partners and potentially a regional water supply program during extreme droughts.



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
Utilize existing emergency interconnects with Lafayette and Left Hand Water District, if needed.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.
<b>Actions for Consideration</b>				
Use reuse water to preserve key landscape features under severe and emergency droughts.	n/a	n/a	Use reuse water to preserve key landscape features. (In areas not accessible by the non-potable distribution system, hauling of reuse water to key features may be needed).	Where circumstances allow, use reuse water to preserve key landscape features. (In areas not accessible by the non-potable distribution system, hauling of reuse water to key features may be needed).
Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards.	n/a	n/a	Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards. <sup>4</sup>	Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards. <sup>4</sup>

<sup>4</sup> Sources of supply may include ditch water rights that are typically used for non-potable purposes. Erie will mitigate impacts where possible (e.g., blending of multiple sources and increase monitoring).



Table E-2: Demand-Side Response Measures

Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
TOWN: Active Turf Recreation (Park zones that are heavily used. This includes regular programmed athletic events and spaces rented by the community). <sup>5,6</sup>	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 35% savings relative to historical irrigation. Maintain athletic fields to level needed to ensure safety.	Watering limited to certain athletic fields. Athletic events may still be held on these fields at a reduced schedule.
TOWN: Passive Turf Recreation (Park zones of moderate use. Includes areas where the community recreates on an informal basis without a programmed schedule) <sup>5,6</sup>	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 45% savings relative to historical irrigation. Irrigate enough to ensure survival.	Watering prohibited.
TOWN: Irrigated Native and Grasses (Parks, medians, and open space zones with little foot traffic). <sup>5,6</sup>	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 45% savings relative to historical irrigation. Irrigation may be prohibited in certain areas. Decisions on what areas to maintain vs irrigate will be based on how to best minimize asset losses.	Watering prohibited.

<sup>5</sup> There are many site-specific factors that influence the amount of savings that may be achieved at each Park site (e.g., sun exposure, slope, soils, etc.). The percentages here apply to the cumulative total zoned area within all parks. Some areas will achieve greater savings than other areas.

<sup>6</sup> Erie tracks the amount of irrigation applied to Town parks and facilities on a routine basis. The targeted savings for this measure specifically refers to the savings that the Town may achieve relative to the amount of water the Town has used for irrigation over the past several years. As the climate continues to warm, irrigation may increase in response to an increase in evapotranspiration. Such an increase will be captured through Erie’s active monitoring.



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
TOWN: Town Facilities (Turf grass on Town facilities). <sup>5,6</sup>	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 45% savings relative to historical irrigation. Irrigate enough to ensure survival. Signs may be posted on dormant grass to educate community that the grass is dormant and can be revived once restrictions are over.	Watering prohibited.
TOWN: Shrubs and Perennial Plantings (Zones in Parks, Town facilities and medians). <sup>5,6</sup>	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 30% savings relative to historical irrigation. Maintain irrigation to ensure survival.	Watering prohibited. Key shrubs may be watered just enough to ensure survival. Sprinkler system prohibited.
TOWN: Annual Plantings.	n/a	n/a	No irrigated annual plantings. Signs may be posted promoting need to save water.	Annual plantings prohibited. Signs may be posted promoting need to save water.
TOWN: Hydrants.	n/a	n/a	Reduce frequency of flushing while maintaining water quality.	Reduce frequency of flushing while maintaining water quality.
TOWN: Fleet vehicles (Including police vehicles).	Reduce washing frequency.	Limit washing to once per week.	No washing of fleet vehicles.	No washing of fleet vehicles.
TOWN: Ornamental fountains in parks and splash pad.	n/a	Ornamental fountains in parks are turned off and splash pads are turned off between 7 p.m. and 4 p.m. to avoid high evaporation during the day.	Ornamental fountains in parks and splash pads are turned off.	Ornamental fountains in parks and splash pads are turned off.
TOWN: Water efficiency activities that promote savings during a shortage.	Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct	Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if	Increase public outreach through water efficiency programs. Such program may include: EyeOnWater, Green Business & HOA Certification program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if	Increase public outreach through water efficiency programs. Such programs may include: indoor water audit and working with high water users.

Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
	installs, turf replacement program (if applicable), indoor water audits, and working with high water users.	applicable), indoor water audits, and working with high water users.	applicable), indoor water audits, and working with high water users.	
TOWN: Drought surcharge.	n/a	n/a	Consider drought surcharge.	Consider drought surcharge.
TOWN, RESIDENTIAL and COMMERCIAL: Trees (All irrigated trees within Erie's service area).	Voluntary Promote and apply best management practices to ensure efficient irrigation.	Voluntary Limit watering to hand-held hose or low-volume non spray on any day from 8 p.m. to 8 a.m.	Mandatory In areas where not irrigated with sprinkler system, limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m.	Mandatory Limit watering to just enough to ensure survival. Use hand-held hose or low-volume non spray from 8 p.m. to 8 a.m.
TOWN, RESIDENTIAL and COMMERCIAL: Indoor use.	n/a	Voluntary Public campaign encourages reductions.	Voluntary Public campaign encourages reductions.	Mandatory Public campaign encourages reductions. Fines/flow restrictors may be applied to abnormally high users.
TOWN AND RESIDENTIAL: High residential water users.	Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Encourage free water audits.	Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Encourage free water audits.	Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Require free water audit and implementation of recommendations if water use remains at Tier 3 or 4 levels.	If applicable, provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Require free water audits and implementation of recommendations if water use remains at Tier 3 or 4 levels.
TOWN and COMMERCIAL: Large public irrigators (Colorado National Golf Club, school districts, landscapers, HOAs).	Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.	Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.	Coordinate with large public water users to optimize water efficiency and discuss impacts associated with mandatory restrictions.	If applicable, coordinate with large public water users to optimize water efficiency and discuss impacts associated with mandatory restrictions.
RESIDENTIAL & COMMERCIAL: Turf grass	Voluntary Eliminate waste with additional water savings encouraged. Watering should not exceed three times per week and only	Voluntary Eliminate waste. Additional water savings encouraged. Watering should not exceed two times per week and only occur from 8 p.m. to 8 a.m. per	Mandatory Eliminate waste and additional savings required. Watering should not exceed two times per week from 8 p.m. to 8 a.m. per Water Waste code.	Mandatory to Prohibit If allowed, watering should not exceed once per week from 8 p.m. to 8 a.m. per Water Waste code. Exceptions to timing may be made for those

x



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
(residents, businesses, HOAs, and schools). <sup>7</sup>	occur from 8 p.m. to 8 a.m. per Municipal Code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.	Water Waste code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.	Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.	with large areas of irrigated turf or not on automated systems.
RESIDENTIAL & COMMERCIAL: Shrubs, perennials, vegetable gardens (residents, businesses, HOAs, and schools)..	Voluntary Apply best management practices to water efficiently.	Voluntary Limit watering to hand-held hose or low-volume non spray on any day from 8 p.m. to 8 a.m.	Mandatory Limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.	Mandatory to Prohibit If allowed limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.
RESIDENTIAL & COMMERCIAL: New seed and sod (residents, businesses, HOAs, and schools)..	n/a	n/a	Mandatory Residents may apply for waiver to irrigate every day to establish vegetation for two-week period. Resident will receive signage from Town to post in front lawn explaining why exempted from restrictions.	Mandatory to Prohibit If allowed, residents may apply for waiver to irrigate every day to establish vegetation for two-week period. Resident will receive signage from Town to post in front lawn explaining why exempted from restrictions.
RESIDENTIAL & COMMERCIAL: New plantings including trees, shrubs, perennials (residents, businesses, HOAs, and schools).	n/a	n/a	Mandatory Limit watering to hand-held hose or low-volume non spray from 8 p.m. to 8 a.m.	Mandatory to Prohibit If allowed limit watering to hand-held hose or low-volume non spray from 8 p.m. to 8 a.m. Consider prohibiting new plantings if irrigation throughout community is prohibited. Special cases may be made for establishment of low water use vegetation.

<sup>7</sup> In large areas (e.g., HOA open space) where irrigation of the entire area cannot be accomplished within the designated time, signs will be provided by the Town that includes messaging to inform the community of why watering is occurring outside of the designated window.



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
RESIDENTIAL & COMMERCIAL: Street, sidewalk, driveway, house/auxiliary structure cleaning and misting devices.	Voluntary Reduce/eliminate use of water for cleaning. Alternative cleaning methods encouraged.	Voluntary Reduce/eliminate use of water for cleaning. Alternative cleaning methods encouraged.	Prohibit Use of water for outdoor cleaning purposes is prohibited.	Prohibit Use of water for outdoor cleaning purposes is prohibited.
RESIDENTIAL & COMMERCIAL: Ornamental fountains.	n/a	Voluntary Shut off ornamental fountains.	Mandatory Shut off ornamental fountains. Special cases may be made for ponds containing fish or used for food production purposes.	Mandatory Shut off ornamental fountains. Special cases may be made for ponds containing fish or used for food production purposes.
RESIDENTIAL & COMMERCIAL: Private and public pools and hot tubs.	Voluntary Encourage use of covers & minimize filling.	Voluntary Encourage use of covers & minimize filling.	Voluntary Encourage use of covers & minimize filling.	Mandatory Require use of covers and minimize filling. Public works may coordinate filling events of public pools and hot tubs.
RESIDENTIAL & COMMERCIAL: Private car washing.	n/a	Encourage use of commercial car washes that use recycled water.	Consider prohibiting private car washing. Encourage use of commercial car washes that use recycled water.	Prohibit private car washing.
COMMERCIAL: Car washes without recycling.	Voluntary Promote best management practices to save water.	Voluntary Promote best management practices to save water.	Mandatory Must meet a standard of 40 gallons or less per vehicle.	Prohibit operations.
COMMERCIAL: Car washes with recycled water.	Voluntary Promote best management practices to save water.	Voluntary Promote best management practices to save water.	Voluntary Promote best management practices to save water.	Town review facilities to ensure water is being conserved at optimum levels. Modifications to operations may be required.
COMMERCIAL: Construction water.	Encourage efficient use of construction water.	Encourage efficient use of construction water.	Encourage efficient use of construction water.	Town may review use of construction water on a site-by-site basis to ensure water is being used at optimum efficiency.



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Appendix A – Summary of Public Comments

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# Background

## 1.1 Plan Purpose and Development

The Town of Erie has experienced significant development since the 1990s and is developing into a prosperous northern Colorado municipality. A key component to Erie’s water management strategy is maintaining a long-term reliable and sustainable water supply as the Town continues to grow. Paramount to this effort is acquiring the water necessary to meet growing water demands, managing water efficiently and ensuring resiliency in times of drought or other water shortages. This Water Shortage and Drought Management Plan provides the Town guidance necessary to ensure that such shortages are addressed in a proactive manner, minimizing long-term impacts, and ensuring that sufficient water is available for the health, safety, and community livelihood during water shortages.

This Plan is an update to the Erie’s 2015 Drought Management Plan. It was developed in accordance with the CWCB’s drought management planning guidelines and is the Town’s second State-approved Plan. Since 2015, Erie has experienced significant growth and changes to Town staff including hiring a Sustainability & Water Conservation Specialist focused on Town sustainability and water efficiency as well as a full-time Water Conservation Technician. This Plan capitalizes on the new ideas and experience offered by additional staff. The Plan was also developed in parallel with Erie’s Water Efficiency Plan 2021 update. Updating each plan in tandem provided an opportunity for Erie to streamline the development processes where appropriate, while also ensuring that the plans were integrated in a manner that optimizes both Erie’s water efficiency program and Erie’s approach to drought mitigation and response.

A series of five workshops were held both in-person and remotely (due to the COVID-19 pandemic) among a Planning Team throughout the development of both documents. The Planning Team, shown in Table 1 below, was comprised of representatives from a variety of Town services that could be impacted by a shortage. During the Plan development, the team members addressed potential public concerns based on their professional experience and provided valuable input. The Planning Team also reviewed the draft Plan prior to distribution to the community for comment. Additionally, a remote meeting was held with Northern Water to discuss water supply reliability of the two major water sources of water supply for Erie; Colorado Big Thompson (CBT) and Windy Gap. Northern Water and the Town of Erie also discussed drought impacts including the 2020 wildfires and coordination during future drought mitigation and response efforts. In addition, a public and community engagement effort was launched to ensure that the Plan incorporated community values and priorities. Public engagement is discussed in further detail in Section 9.1.

Table 1: Drought Planning Team

Member	Title	Role and Contribution
Deborah Bachelder AICP	Planning Manager/Deputy Director	Provided input from a planning perspective and Town's upcoming planning efforts.
Phil Brink	Representative of the Erie Open Space and Trails Advisory Board (not a part of Erie's staff)	Provided input as a community member.
Bruce Chameroy	Water Division Manager	Provide data and input on WTF production and system operations.
Todd Fessenden	Public Works Director	Provided input as the Public Works Director.



Member	Title	Role and Contribution
Misty Hall	Storm Water Coordinator	Reviewed Plan to ensure that it is compatible with storm water management efforts.
Patrick Hammer	Park and Recreation Director	Provided input on Parks current and future efforts related to irrigation and demand management.
Tyler Kesler	Sustainability & Water Conservation Specialist	Managed the project, coordinated data acquisition, and provided input from a sustainability perspective.
Jody Lambert	Operations & Maintenance Division Manager	Provided input from an operational perspective.
Amber Luttrell	Communications & Marketing Manager	Provided input on the public drought campaign and Town' interface with the community.
Mike McGill	Parks & Open Space Division Manager	Provided input on Parks current and future efforts related to irrigation and demand management.
Wendi Palmer	Civil Engineer	Provided technical expertise based on her long tenure with the Town.
David Pasic	Town Engineer	Provided input on from the engineering and future development perspective.
Ben Pratt	Economic Development Director	Provided input on drought response related to economic vitality and the commercial sector.
Fred Starr	Planning & Development Director	Provided input from a planning perspective and Town's upcoming planning efforts.
Lucas Workman	Economic Development Specialist	Provided input on drought response related to economic vitality and the commercial sector.

## 1.2 Overview of Erie’s Water System and Service Area

Erie provides water and wastewater services for residential, commercial, and other municipal needs. The service area consists of approximately 50 square miles bordered generally to the east by Interstate 25, to the west by Highway 287, to the north by Niwot Road, and to the south by Highway 7. Erie projects that it will serve approximately 50,020 people by 2035 assuming a 4% average growth rate. Approximately two thirds of Erie’s planning area could ultimately be developed for residential and commercial uses with the remainder of the planning area consisting of open space and other regional facilities.

### Water Demands and Customer Profile

Erie’s total annual water use has increased with its demand as the Town continues to develop and its population increases; this is shown in Figure 1 below. The total annual water use divided into treated water, ditch water for non-potable irrigation, and total reuse. Treated water tends to generally increase with population whereas ditch water and reuse water fluctuate on an annual basis. This trend is attributed to a combination of factors including weather, management of supplies, and availability of ditch supplies.



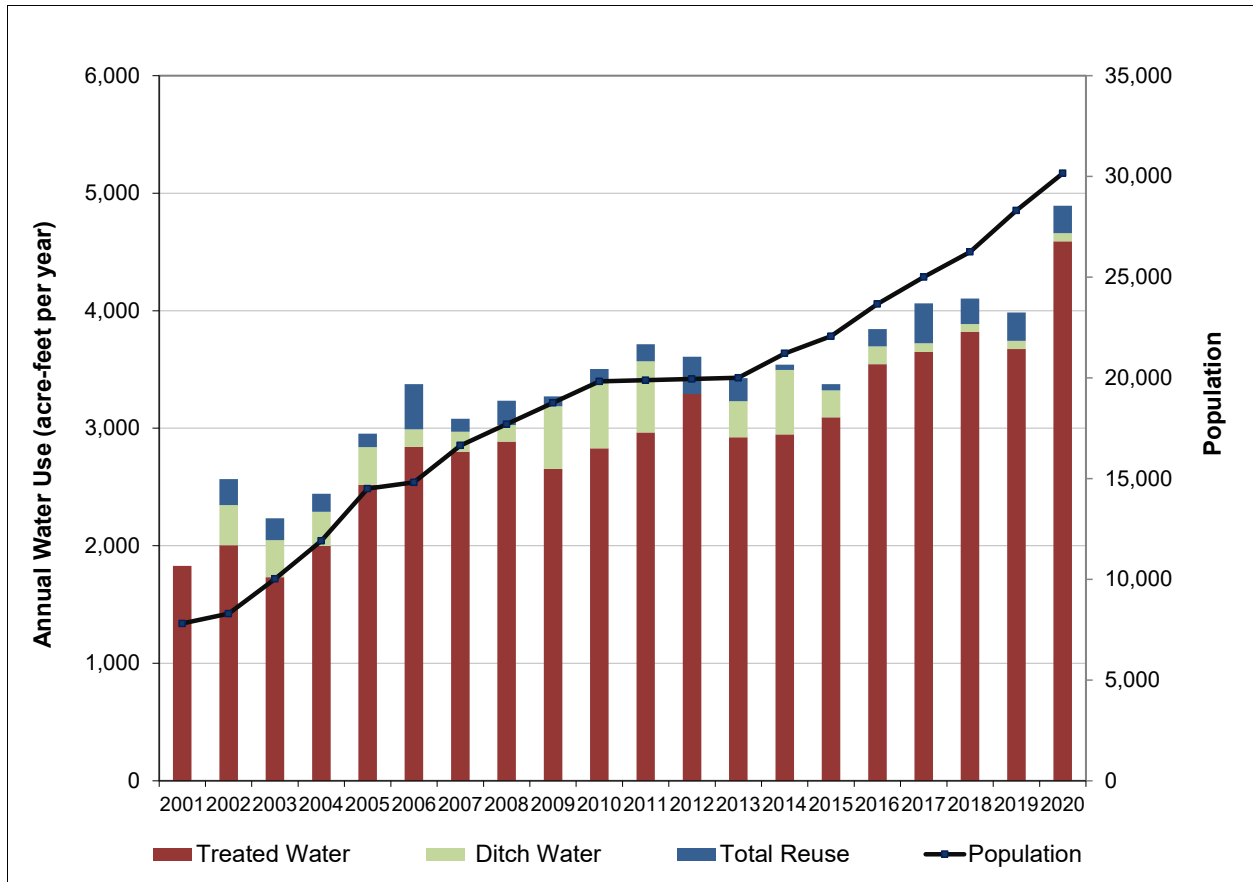


Figure 1: Historical Water Demands and Population<sup>8</sup>

Figure 2 below shows the average annual treated water use by customer sector from 2015 to 2019. Residential Single-family homes comprise nearly three quarters of demand followed by irrigation meters and water for construction. Section 3.1 in Erie’s 2021 Water Efficiency Plan provides descriptions for each of the customer sectors.

<sup>8</sup> Data on ditch water deliveries in 2001 is not available.



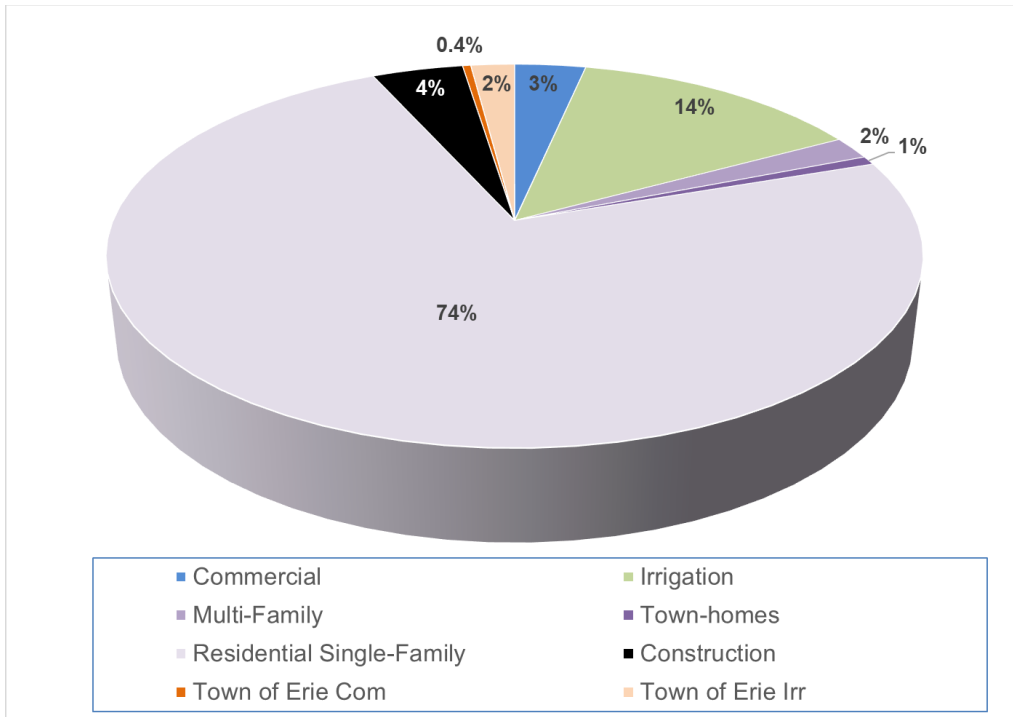


Figure 2: Average Customer Water Use by Sectors (2015-2020)

## Water Supply

Erie obtains water from a variety of surface water sources. Most of Erie’s supply is from the CBT and Windy Gap supply projects, which divert from the Colorado River Basin.

## Colorado-Big Thompson Project

The CBT and Windy Gap projects are operated by Northern Water and provide water supplies for municipal and agricultural use in northeast Colorado.

The CBT project consists of 11 reservoirs on the west and east slopes with a total reservoir storage capacity of approximately 1,000,000 acre-feet (AF = 1 acre, 1 foot deep), 35 miles of tunnels, 95 miles of canals, 7 hydroelectric power plants and 700 miles of transmission facilities. Each April Northern Water’s Board sets a CBT project quota which quantifies the amount of CBT water available to allottees each year.

The Windy Gap Project includes a diversion dam on the Colorado River, a 445-acre-foot reservoir, a pumping plant, and a six-mile pipeline to Lake Granby. Windy Gap water supplies are pumped and stored in Lake Granby before delivery to municipal water users through CBT’s East Slope distribution system.



As a standard operational practice, Erie utilizes Northern Water’s CBT carryover program, which allows Erie to store up to 20% of its annual CBT allotment in CBT project storage from one year to the next. This carryover storage serves as a drought reserve if drought conditions occur in the following year. Erie’s locally derived water supplies consist of direct flow and storage rights diverted from South Boulder Creek and Coal Creek. Storage rights are diverted into Erie and Thomas reservoirs for potable and non-potable use.

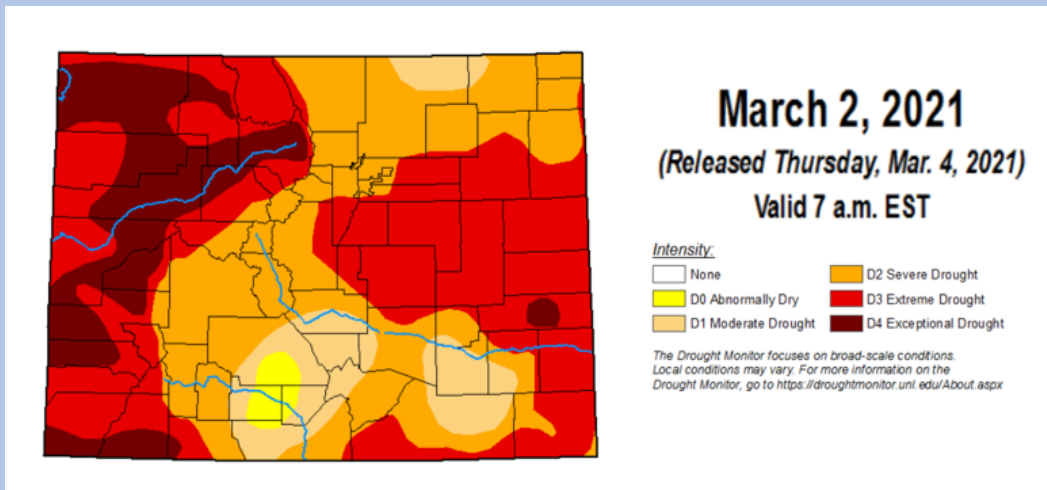
Erie’s CBT, Windy Gap, and local water supplies are treated at the Lee Morgan Water Treatment Facility (WTF) for potable use. Return flows derived from Erie’s first use of its Windy Gap water are legally reusable and Erie reuses its Windy Gap return flows for outdoor irrigation purposes. Wastewater is currently treated at the North Water Reclamation Facility (NWRf) and is either stored in a 1,000 AF reservoir adjacent to the NWRf (name of reservoir is “NWRf Storage”) for non-potable reuse or discharged into Coal Creek. Reuse and untreated ditch water may also be stored in a raw water pond adjacent to the Erie Commons development. Erie also has treated water interconnections with the Left-Hand Water District and the City of Lafayette for emergency purposes. Figure 3 below shows Erie’s the general location of Erie’s water supplies and service area.

### 1.3 Erie’s Definition of Drought

Drought may be generally defined as a hydrological imbalance caused by a period of abnormally dry weather. Meteorologists describe drought as a span of time when the actual supply of moisture for a given location is consistently less than normally expected. The magnitude of an associated water shortage depends on the severity, geographic extent, and duration of the drought. While droughts do not occur at regular predictable intervals, they are inevitable and in Colorado, droughts are historical natural occurring events.

Erie defines drought within the context of its system and this Plan as periods when there is a lack of precipitation and so there is an insufficiency in available water supplies to meet current or future customer demand. The magnitude of water shortage depends on the severity and duration of the drought. Multi-year droughts could have a significant impact on CBT storage and consequently impact the amount of

Most of Colorado was in extreme to exceptional drought conditions during the development of this Plan. This is depicted in the Drought Monitor map below.



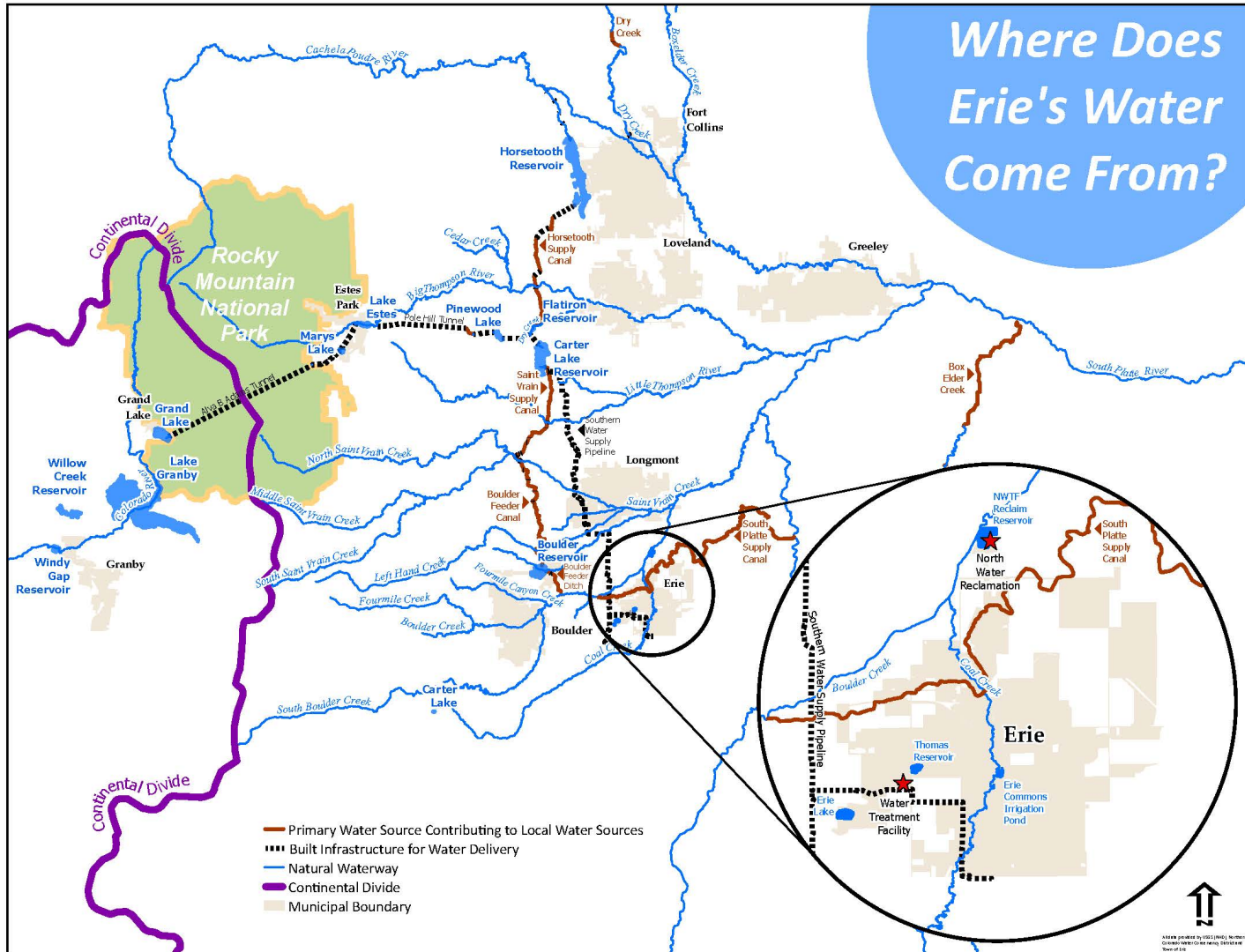


Figure 3: Erie's Water Supplies and Service Area



project water available to Erie. Single-year droughts could significantly reduce Erie’s Windy Gap supplies, which would also reduce Erie’s reuse supply. In addition to CBT and Windy Gap supplies, drought can reduce Erie’s ditch and reservoir supplies which decreases the Town’s water supply redundancy.

It is important to note that drought impacts Erie differently than from its surrounding municipalities on the Front Range. Each water provider has a unique water supply portfolio and infrastructure system that “behaves” differently, producing differing yields of water in the face of drought. While Erie will continue to grow and the additional acquisition of additional supplies is necessary for long-term sustainability, Erie’s water supply portfolio is secure at the time of this Plan development. Erie will closely monitor drought and water shortage conditions among other local providers to inform how the Town will respond to a regional drought. This is discussed in greater detail throughout the Plan.

It is also important to note that water supply shortages and drought are different situations that requires similar but individual response strategies. Water supply shortages may occur during drought or could be caused by other factors such as the failure of a key water distribution pipeline or facility. During a shortage, Erie is not able to maintain storage at adequate levels while also meeting community water demands. Strategies are needed to maintain supplies while also lowering community demands.



## 2.0 Objectives and Operating Principles

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### 2.1 Objectives

This Plan better prepares Erie for drought and provides an action-based guidance framework to respond to a water shortage when it occurs. The objectives of this Plan are provided below.

**Maintain and preserve** – Maintain health and safety to the maximum extent possible and preserve the economic vitality, quality of life, environmental and recreational stewardship during a water shortage.

**Guidance** – Provide data-driven guidance to decision makers and Town staff during a water shortage on how to best proceed while remaining aligned with community values and other planning efforts.

**Responsible monitoring and response** – Proactively monitor regional drought conditions, to ensure the Town’s data-driven response to its water shortage and responsibility contribute to lessening the local and regional stress that large scale droughts can have on the State of Colorado.



### 2.2 Operating Principles

The following operating principles were developed as means to assist with the development of this Plan and may also be used as a decision-making guidance tool when implementing drought response.

**Ensure resiliency** – Resiliency to water shortages is paramount to the health and safety, economic vitality, and sustainability. Implementation of mitigation and response efforts are intended to minimize adverse impacts during shortages while ensuring the critical functions (e.g., health and safety) necessary to maintain a resilient community.



**Ensure successful coordination and communication** – The response to water shortages is an inter-departmental effort. Coordination and communication among Erie staff are critical for implementing successful mitigation and response and in conveying consistent effective messages to the community.

**Maintain equity and stewardship** – Where possible, efforts should be made to allocate the costs and impacts associated with water use restrictions among all customers in an equitable manner. Adverse impacts to the environmental and recreational attributes of the Town’s surrounding land should also be avoided to the extent possible during a shortage.

**Capitalize on beneficial opportunities** – While drought and water shortages can be challenging to address, Erie will capitalize on leveraging emerging best management practices and on establishing beneficial collaborative relationships among local and regional partners.

**Provide flexible framework** – Each water shortage is different and therefore flexibility is needed to best address unique circumstances during a drought. The drought response outlined in this Plan is intended to serve as a guiding framework for timely drought response. During a shortage, the response measures listed in Table E-1 on page vii. and in Section 7.0 can be adjusted to best meet current conditions.

## Priorities

Table 2 below presents Erie’s prioritization of customer-use during periods of a water shortage. Customer uses of highest priority consist of services essential to public health and safety such as indoor residential use, hospitals, schools, and firefighting. During periods of shortage, the Town will ensure that these essential needs are met. Depending on the severity and duration of the water shortage, lower priority customer uses may be reduced or prohibited in very severe situations.

Table 2: Water Use Priorities

Priority	Customer Use	Description
1	Health and safety	Indoor use for essential services (e.g., hospitals, schools, etc.); indoor residential, fire fighting
2	Indoor, commercial, high priority irrigation and other commercial/Town uses	Indoor commercial building (businesses, schools)
		Indoor municipal buildings (Erie’s recreation center including indoor pool)
		Construction water
		Commercial car washing
		High priority irrigation (golf course, trees, athletic fields with scheduled events and areas that can be rented experiencing a lot of use)
		Swimming pools
		Hydrant flushing
3	Medium to low priority irrigation	Residential irrigation
		Commercial irrigation
		HOA and recreation space irrigation
		Passive turf parks and public facilities
		HOA landscaping spaces
		Outdoor municipal facilities irrigation (e.g., Town Hall)



## 2.3 Plan Jurisdiction and Coordination with Other Planning Efforts

### Drought vs Water Shortage

Water shortages are not only attributed to drought but can also be caused by natural events such as wildfire or infrastructure failure(s). Capital infrastructure improvements and operations and maintenance (O&M) procedures that are not properly planned for can cause shortages or exacerbate an existing shortage while in drought. This Plan may be used to address prolonged water shortages attributed to drought or other unforeseen circumstances. Acute short-term water shortages, such as a temporary break in a water main feeding a local neighborhood would activate an emergency response.

### Service Area

This Plan directly applies to Erie's water customers. However, there are residences and entities within Erie's service area that use well water or alternative sources such as water from Left Hand Water District. This can result in some confusion when water restrictions are being enforced. In these cases, outreach and signs on lawns that are being irrigated with alternative water sources may be needed to inform the public that these water users are exempt from Erie's water restrictions.





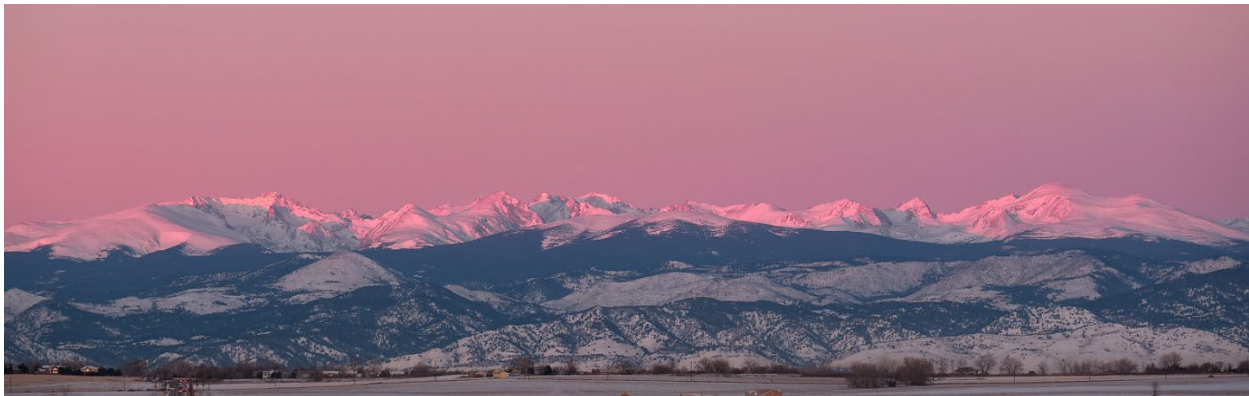
## 3.0 Drought Impact and Vulnerability Assessment

### 3.1 Drought and CBT Supplies

Most of Erie's supplies consist of CBT water and therefore, the annual CBT quota that Northern Water's Board determines plays a significant role in how much water is available through this delivery system to Erie. Figure 4 below shows the annual quota since the CBT project came online in the 1950s. Normally, the quota is based on the need for supplemental water (as low as 50%) in wet years because the native supply is plentiful and higher (as high as 100%) in dry years, when the need for supplemental supply is greater. In an average hydrological year, the quota is typically set at 70%. Other factors that can come into play in setting the quota include the amount of water in the CBT system and amount of supply reserves available.

Figure 4 below also shows monthly recorded CBT storage and project reserves.<sup>10</sup> CBT storage was significantly impacted during drought in the 1960s and 1970s. The CBT storage was also significantly impacted during the early 2000s when the dry years in 2000 and 2001 coupled with the drought in 2002 resulted in low storage.<sup>11</sup> While a blizzard in 2003 April provided relief, 2003 was the first time in history that the CBT quota was set at 50%, based on a supply-limited situation. A supply-limited situation occurred a second time in 2013 where the quota was set at 60% due to the drought in 2011/2012.

The CBT project provides supplemental water to users within Northern Water's boundaries. Erie owns 7,381 units out of a total of 310,000 units in the CBT system. The annual yield of each CBT unit is established by Northern Water's Board through an annual quota. The quota represents the annual water delivery volume per unit in AF. The quota has historically ranged from 50% to 100% (a 100% quota delivers 1.0 AF to each CBT unit). The Northern Water Board annually determines the quota through assessing snowpack, predicted runoff, soil moisture conditions, the availability and amount of local native supplies and the amount of water stored in CBT reservoirs. The quota is initially set in November and is then normally revisited in April, after most of the mountain snowpack has accumulated. Occasionally Northern Water's Board has increased the quota in the summer due to major unexpected reductions in supply or increases in demands.



<sup>10</sup> Project reserves consist of surplus unallocated CBT water in storage. These data did not start to be collected until the late 1980s.

<sup>11</sup> The 2002 drought impacted the entire state of Colorado and resulted in streamflow measurements that were the lowest on record for many areas throughout the State. This included the Poudre River where statistical analysis has shown that Water Year 2001-2002 resulted in a water deficit in the order of a 400+ year return period. Source: Pielke, 2005.

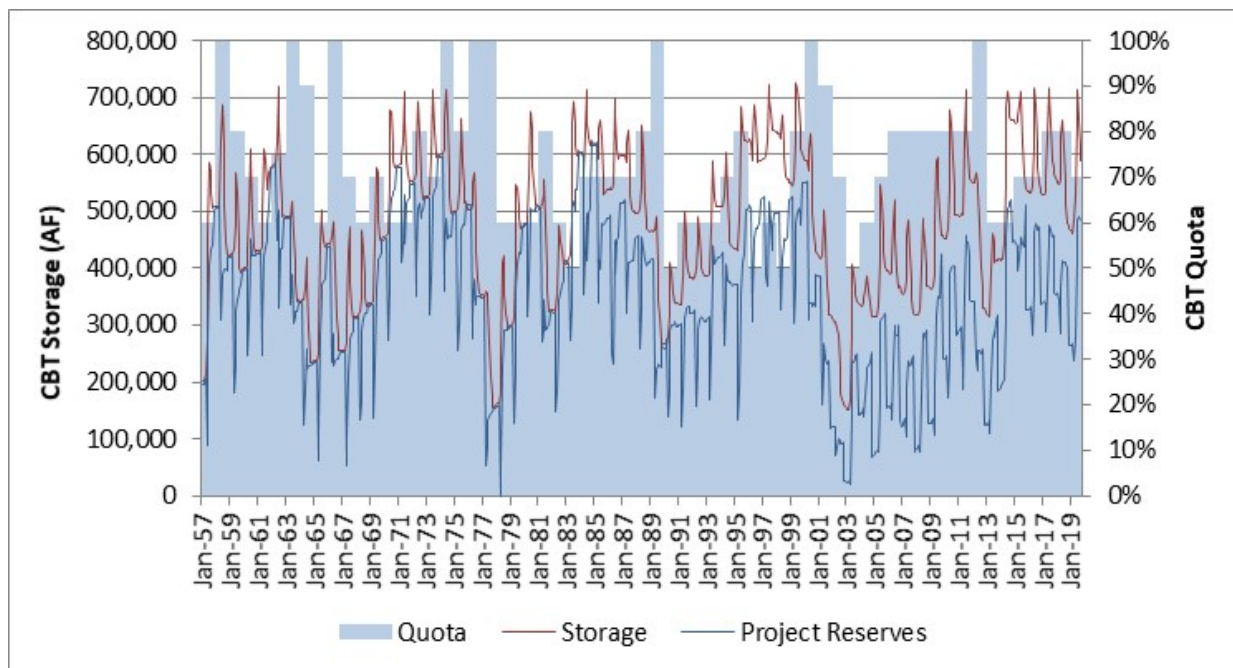


Figure 4: Storage and Quota of the CBT System<sup>12</sup>

Historical drought impacts on the CBT system have been a water quantity issue with little to no impacts related to water quality. However, the dry conditions and higher temperatures in 2020 contributed to the East Troublesome Wildfire in the fall of 2020. This wildfire burned a significant portion of the watersheds feeding both the Windy Gap and CBT systems. Northern Water is assessing the burn severity; potential debris flows and other impacts; and exploring water quality mitigation options for the 2021 spring runoff. Impacts will likely go on for years and will primarily occur on the western slope requiring extensive water quality monitoring and on-the-ground strategies to intercept sediment. Operational changes may also be made during 2021 to avoid water quality impacts to east-slope allottees in the spring and regional water restrictions may be implemented to reduce longer term impacts. This will require significant Northern Water staff time and resources to address the issues. The wildfire has altered the surrounding forest and runoff into the CBT and Windy Gap systems for decades to come.

### 3.2 Erie and History of Drought

Erie has a long history of addressing drought through mitigation measures, proactive planning, and a shortage response program. For purposes of this Plan, mitigation consists of actions taken prior to a drought or water shortage to ensure optimum water supply reliability and that Erie is prepared for addressing shortages. Responses are actions taken during drought and water shortages to avoid and reduce impacts while best maintaining water storage for future community needs and essential services. Erie has historically implemented the following mitigation practices, adopted as best management practices, to ensure the Town has sufficient supplies during periods of drought. These are discussed in further detail in Section 6.1.

<sup>12</sup> Data provided by Northern Water in the fall of 2020.



- Acquisition of water supplies to meet future demands.
- Maximum storage – Ensure a 20% CBT carryover as a drought reserve.
- Maintain emergency interconnects with Lafayette and Left-Hand Water District.
- Installed and maintain bypass around Erie Lake.
- Implement a water efficiency program.



Erie responded to the 2002 drought by implementing a three-tiered water restrictions program. The program included both voluntary and mandatory level of restrictions. Since the 2002 drought, Erie has grown significantly and has acquired additional water supplies to meet the needs of its growing population. Given this dramatic change, impacts Erie experienced during the 2002 drought are not as applicable to Erie’s current or future situation and are not included in this Plan. The drought impacts from the 2011/2012 drought are outlined in Table 3 below. Taste and odor complaints were of greatest significance, occupying the most amount of staff time to address. The remaining impacts were moderate to minor in severity requiring some to very little staff time. Mandatory water restrictions were not implemented during this period.

**Table 3: Historical Impacts During the 2011/2012 Drought<sup>13</sup>**

Severity	Impact
Significant	Taste and Odor
Moderate	Increased cost to parks
	Increase public complaints
	Loss of trees
Minor	Loss of revenues
	Recreational use
	Fish impacts

Minor –very little impact, did not require much staff time.

Moderate – some impact, required more staff time to address.

Significant – key impact, occupied staff time.

In 2015, Erie updated its drought response program through the development of the 2015 Drought Management Plan. This plan called for a public drought campaign and twenty drought response strategies that

<sup>13</sup> These historical impacts were developed by Erie staff in preparation for the 2015 Drought Management Plan and are retained in this document given that institutional memory at the time of the development of the 2015 Plan. An exercise conducted during the development of this 2021 Plan identifying historical drought impacts and future vulnerabilities yielded similar results.



were customized to four drought stage levels. General voluntary water restrictions applied to the Stage 1 Voluntary level while mandatory restriction applied to the more severe drought stages.

Erie has not needed to implement a water shortage response since the development of the 2015 Drought Management Plan. However, the COVID pandemic in 2020 and 2021 brought a unique set of challenges and pattern of water use. Many of Erie’s residents worked from home, causing an increase in indoor water use at the onset of the pandemic in early spring. As residents opted to stay home more throughout the year, more attention was given to outdoor landscapes to maintain a “healthy” look. The aforementioned behavioral changes in 2020 coupled with a hotter and drier summer resulted in an increase in treated outdoor water use relative to the average outdoor water use from 2015 through 2019. This increase in municipal water use was observed throughout the Front Range.

Dry conditions continued to persist into the spring of 2021 and at the time of finalizing this Plan, Erie has been diligently monitoring current climatic conditions and drought response efforts throughout the region. Several regional efforts have been developed to coordinate public drought messaging throughout the Front Range. In January 2021, Denver Water initiated discussions among over 40 providers to discuss the dry conditions and exchange information across the Front Range. These discussions have continued through the spring of 2021. In April of 2021, North Metro water suppliers issued a joint message to respective communities related to drought conditions and water reduction actions.<sup>14</sup> The message encouraged water customers in North Metro, Boulder County, and City and County of Broomfield to find ways to save water to help prevent drought restrictions and maintain water supply throughout the summer. Standard recommendations on saving water were provided. Additionally, the statewide nonprofit Colorado WaterWise developed a set of drought materials that membership organizations (Erie is a member) could use for public outreach leading up to and during a drought.

### 3.3 Water Supply Reliability Planning and Vulnerabilities

Water supply reliability planning is necessary to ensure there are sufficient supplies to meet growing demands in wet, normal, and dry years. The reliability of Erie’s water supply during shortages depends on a multitude of factors including the seniority, diversity, and amount of its water rights; storage; rate of customer growth and ability to respond to emergencies. While the Town’s current water supply portfolio is diverse with a sufficient amount of water to meet existing needs, additional water supplies are needed to meet future demands. Erie

The CBT system has provided a robust reliable water supply to allottees for seven decades with only two years (2003 and 2013) requiring reductions to allottees because of supply limitations. Modeling projections show that the CBT system is capable of meeting supply obligations through a 3-year drought of moderate severity. This duration could be less with droughts of higher severity.  
–Northern Water staff

is actively engaged in efforts to firm existing supplies, acquire additional supplies, and increase system redundancy and diversity to further improve resiliency. Such efforts include participating in the Northern Integrated Supply Project (NISP) and Windy Gap firming projects, acquisition of additional ditch water rights, expansion of its non-potable reuse supplies, and development of a horizontal wellfield along Boulder Creek in the northern portion of the service area. Erie also has a water dedication policy requiring new development within the service areas to provide either new water supplies or equivalent cash-in-lieu. Additional information on each of

<sup>14</sup> The north metro water providers included City of Arvada, City of Boulder, City of Lafayette, City of Longmont, City of Louisville, Northglenn, Town of Superior, Town of Erie, Left Hand Water District, City of Thornton, and Westminster.



these is provided as drought mitigation strategies in Section 6.1.

A part of Erie’s planning for long-term water supply reliability is considering the uncertainty and risk associated with climate change, a Colorado River compact call, and natural disasters such as wildfire. Numerous statewide and regional climate change studies have been conducted that provide insight into the potential implications of climate change on Erie’s supplies.<sup>15</sup> Climate science is indicating that Colorado will likely see more frequent droughts of higher severity and duration than observed in the historical record. A modeling exercise was conducted by Northern Water in support of the City of Fort Collin Utilities’ 2019 Water Supply Vulnerability Study. This study suggests that the average annual quota set by Northern Water, which historically has been 70%, may be less if average annual temperatures continue to increase and average annual precipitation remains the same or becomes drier. However, modeling simulations with a wetter future tend to show that the average of annual quotas could remain at 70% or be higher with sufficient precipitation to compensate for increasing temperatures.<sup>16</sup>

A Colorado River compact call could also impact Erie’s water supply since most of its supplies come from the Colorado River Basin that are junior to the Colorado River Compact of 1922. Under existing Colorado water law, a Colorado River Compact call could curtail water rights junior to the 1922 Colorado River Compact. These curtailed rights would be reserved for use by the lower basin states (California, Nevada and Arizona) and could not be diverted to the Front Range for use. Such a call could be attributed to low supply conditions in the lower basin states, even when the headwaters of the Colorado River (source of CBT and Windy Gap supplies) are not in a drought. The CWCB is currently leading a statewide engagement process bringing together stakeholders and technical experts to assess the diverse array of impacts and types of strategies that could be employed to meeting compact obligations if such a call occurs. Erie plans to continue to monitor new developments and act accordingly.



Erie’s water supply may also be vulnerable to large-scale wildfires on the west slope that impact the water quality of CBT and Windy Gap supplies. As discussed in Section 3.1, the impacts associated with the recent East Troublesome Wildfire, which burned a significant portion of the watershed feeding the CBT and Windy Gap systems, are being assessed. Northern Water has a long history of partnering with federal agencies to mitigate wildfire impacts through restoring watershed and forest health.<sup>17</sup> Northern Water is actively working with these partnerships to develop strategies in managing runoff debris and develop forest restoration for years to

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<sup>15</sup> These include the Colorado River Water Availability Study, the Joint Front Range Climate Change Vulnerability Study, Climate Change in Colorado: A Synthesis to Support Water Resources Management and Adaptation and Northern Water’s recent modeling efforts in support of Fort Collin Utilities’ Water Supply Vulnerability Study.

<sup>16</sup> Source: City of Fort Collins Utilities 2019.

<sup>17</sup> In 2012 the CBT Headwater Partnership was formed between Northern Water, U.S. Bureau of Reclamation and the U.S. Forest Service to pursue and restore forest and watershed health before wildlife fires occur and to develop a plan to protect water supplies after fires occur. Northern Water has also worked with local and federal stakeholders to address algae blooms and other related concerns in Granby Reservoir, Shadow Mountain Reservoir, and Grand Lake.

come. Northern Water is also working diligently to develop operational strategies to minimize impacts. Such strategies may include filling the east slope reservoirs in the CBT system prior to the 2021 spring runoff. This will eliminate/reduce water quality impacts to East Slope facilities and allottees in the 2021 water year.

During a water shortage Erie could experience a variety of future impacts within its service area. These impacts and corresponding level of concern by the Planning Team are listed in Table 4 below. Impacts of greatest concern include potential economic impacts to livelihoods (e.g., landscapers), loss of revenues and Town irrigated assets, environmental and landscaping impacts, and taste and odor issues with drinking water.

Table 4: Potential Future Drought Impacts<sup>18</sup>

Level	Potential Impacts and Vulnerabilities
1	Potential economic impacts to livelihoods (e.g., landscapers)
	Loss of revenues and Town irrigated assets
	Environmental and landscaping impacts
	Taste and odor issues with drinking water
2	Town credibility with public
	Social unrest and increase in public complaints
	Loss of vegetation and secondary effects on public spaces (e.g., safety on ball fields)
	Changes to operations
	Increased salinity downstream resulting in operational issues with wastewater treatment
3	Limit construction water
	Reduced firefighting capacity
	Increased cost to Parks
	Golf course impacts
4	Recreational use
	Fish impacts
	Other community activities
	Wildfires
	Algae blooms
	Oil and gas impacts

<sup>18</sup>The Planning Team developed this list of vulnerabilities and voted on the vulnerabilities of highest concern. The category levels are reflective of this voting exercise.



## 4.0 Drought and Water Shortage Monitoring

### 4.1 Drought and Water Shortage Indicators

Monitoring is critical to ensuring a timely and appropriate response to drought. Monitoring includes climatic and hydrologic data along with projected near-term demands and actions others are taking. Figure 5 below shows the indicators that Erie monitors on a routine basis at a watershed, service area, and local level. Indicators that are critically important to assess when managing water supply conditions leading into the irrigation season include snowpack conditions, near the onset of runoff, and Northern Water’s CBT quota announcement in April.

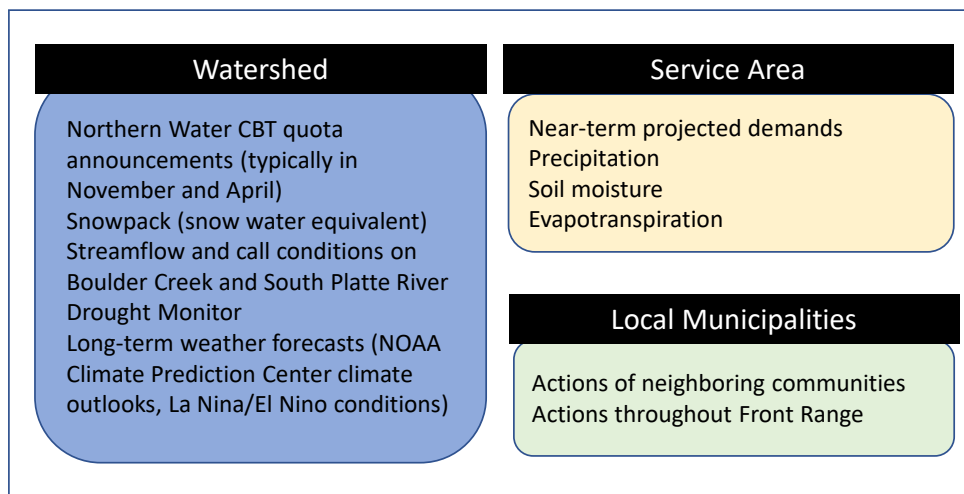


Figure 5: Drought Indicators

In addition to these indicators, a shortage index (equation shown below) showing the ratio of Erie’s projected water supply to demand, represents the availability of supplies relative demand. This may continue to be used in the long-term as Erie continues to develop and additional supplies and demands will evolve as the community develops. However, the level of water supply relative to demand will be just as applicable when long-term planning.

(1)

$$\text{Index} = \frac{\text{Projected supply}}{\text{Projected demand}}$$

(2)

$$\text{Index} = \frac{\text{CBT quota supply} + \text{CBT carryover from last year} + \text{Projected Windy Gap delivery} + \text{Projected yield of ditch rights} + \text{Projected yield of reservoir rights}}{\text{Historical average first use per capita demand} \times \text{This year's projected population} \times 10\% \text{ safety factor} + \text{Allowance for full CBT carryover}}$$

Details of the shortage index terms and input data are provided below.



- CBT quota supply: this year’s CBT quota times Erie’s CBT units (AF).
- CBT carryover from last year’s storage in the CBT carryover program minus a 10% shrinkage (AF).
- Projected Windy Gap delivery: estimated yield of Windy Gap water (AF).
- Projected yield of ditch rights: estimated yield of ditch water rights (AF).
- Projected yield of reservoir right: estimated yield of storage water rights minus 10% evaporation (AF).
- Historical average first-use per capita demand: Average annual water treatment plant production (AF) and raw water ditch deliveries for non-potable use divided by last year’s projected population (AF).
- This year’s projected population.
- Allowance for full CBT carryover (AF): CBT units owned by Erie times 20%.

Erie’s water shortage index plays a key role when declaring a water shortage and the corresponding level of response. The water shortage index is most frequently calculated and applied during the spring, normally in April after the spring update to the CBT quota has been announced, to project Erie’s annual water supply and demand for the upcoming irrigation season. The index includes all of Erie’s first-use supplies (CBT, Windy Gap, ditch water rights and reservoir rights). The projected demands entail last year’s per capita demand of Erie’s first-use water (this does not include reuse water) multiplied by this year’s population and safety factor of 10% plus an allowance for a maximum carry-over of Erie’s CBT supplies (number of CBT units owned by Erie x 0.2 acre-feet) into the following year.<sup>19,20</sup>

## 4.2 Monitoring

Erie will monitor the Town’s water shortage index and other indicators on a regular basis. Monitoring will be most intense from late March until early May (when the spring mountain snowpack has accumulated and Northern Water has made its final CBT quota announcement). However, in dry years (or in wet years when the CBT quota is low), monitoring will extend into the irrigation season. If the summer continues to remain dry, monitoring will extend past the irrigation season to determine whether a shortage response is needed in the winter.

Erie’s Public Works Department is responsible for calculating the Erie drought index and collecting the other drought indicator data listed in Figure 5 above. The drought index, coupled with the other drought indicator data, is used by Public Works to determine whether there is a drought related shortage for the Town. If a shortage is anticipated, Public Works will develop recommendations for the Erie Board of Trustees to consider prior to any specific drought stage declaration is made. This recommendation may be modified if conditions change that either intensify or reduce shortage conditions.

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<sup>19</sup>The shortage index reflects the level of shortage Erie may experience in times of drought as well as in wet years when Northern Water sets a lower quota. Erie could be more vulnerable in wet years if Northern Water sets a lower quota (e.g., 50%). Historically, this has happened in wet periods when the amount of supplemental supply needed for agricultural irrigation is low.

<sup>20</sup> This index does not include reuse of Erie’s Windy Gap credits nor additional yields from the Well Project. Currently these yields are not a significant portion of Erie’s supply portfolio. The incorporation of reuse and additional Well Project yields into the index should be revisited during the next Plan update once the Well Project has been developed.



During the irrigation season of a drought or shortage, Public Works will continue to monitor key indicators. Erie may either increase or decrease the shortage stage (see Section 5 below) depending on the magnitude of shortage and regional drought conditions. Erie will also monitor the drought-related actions of other water providers in the region and consider whether these actions are relevant to Erie’s water supply situation. This monitoring enhances the Town’s ability to provide a consistent message to the community on why Erie’s level of response (e.g., water restrictions) is similar to or different from other neighboring urban communities. The Town may also monitor indicators into the fall season to determine whether a shortage declaration is still needed for the fall and into the winter.



## 5.0 Shortage Stages, Trigger Points, and Response Targets

Erie’s response to water shortages is based on the four stages shown in Table 5 below.<sup>21</sup> The stages increase in severity as the index decreases which calls for a higher demand reduction target (more water to be saved) with each elevating stage. Stages 1 and 2 (“Voluntary” and “Watch”) generally promote efficient and voluntary reduction of water use among all priorities detailed in Table 2 above. Voluntary programs are designed to increase the community’s awareness of shortage conditions and to provide information on ways to reduce water use. Stage 3 “Severe” entails mandatory restrictions of outdoor irrigation while Stage 4 “Emergency” may require prohibition of irrigation and/or rationing.

Table 5: Drought Stages, Trigger Guidelines, and Demand Reduction Targets

Stage	Shortage Index (Trigger)	Total Reduction Target*	Irrigation Reduction Target	Summary of Response
Stage 1. Voluntary	1.0 - .9	10%	20%	Parks and Recreation target a savings of 10%. Water efficiency strongly encouraged.
Stage 2 Watch	0.9 - 0.8	10% - 20%	20% to 35%	Parks and Recreation target a savings of 20%. Additional water savings strongly encouraged.
Stage 3 Severe	0.8- 0.55	20% - 45%	35% to 80%	Parks and Recreation target a savings of 20% - 45%. Mandatory water restrictions enforced. Additional water savings encouraged and required for irrigation.
Stage 4 Emergency	Below 0.55	more than 45%	More than 80%	Parks and Recreation Department ceases irrigation with exception to trees and priority athletic fields. If warranted, irrigation may be prohibited with exception to trees. Focus on preserving water for essential services.

\*These percentages should be applied to a “baseline demand” described in further detail below.

Each drought and water shortage events are unique and information from many indicators is needed to assess conditions and determine what water shortage stage is most appropriate. However, the shortage index serves as the main indicator and trigger. As discussed in Section 4.1, the index represents the ratio of Erie’s projected water supply to demand. This index, in combination with the other indicators discussed in Section 4.1, serve as guidelines for a water shortage declaration rather than a “set of rules”. Professional expertise, coupled with other factors, may contribute to staff recommendations and the Town Board’s decisions on a shortage declaration and appropriate response. Furthermore, while the indicators and stages primarily focus on drought-related shortages, these stages may be applied to water shortages that may not be associated with a drought. Such shortages could be induced by the destruction of significant infrastructure caused by natural or anthropogenic events.

In years when Erie is in a declared shortage stage, the total reduction target (percentage of annual demand reduction) should be selected based on targets shown in Table 5 above. The targeted amount of annual water

<sup>21</sup> The drought stages were initially developed during the 2015 Drought Management Plan update. They were modified during this update based on input from the Planning Committee where the level of enforcement and number of mandatory restrictions was lessened in the “Watch” stage to better represent the magnitude of response needed to meet targeted water use reductions and anticipated reactions from the community.



savings to be achieved (in AF or thousand gallons) should be determined by multiplying Erie’s “baseline demand” by the designated percentage response target defined in Table 5. The baseline demand should be determined by multiplying Erie’s current population by Erie’s annual average per capita water use for the previous five years. This may include reuse demands if Erie is also targeting the reduction of reuse water. The irrigation target shown in Table 5 above, represents the percentage reduction in outdoor use during the irrigation season necessary to achieve the annual total reduction target, assuming most of the annual savings is accomplished through outdoor irrigation.<sup>22</sup>

The drought index, coupled with the other drought indicator data and professional expertise, is used by Public Works to determine whether there is a drought related shortage for the Town. If a shortage is anticipated, Public Works will develop recommendations for the Erie Board of Trustees to consider prior to any specific drought stage declaration is made.

## Description of Stages

**Stage 1 Voluntary** – The “Voluntary” stage is considered for declaration when the index is between 1.0 to 0.9. Erie will take measures to optimize supply yields and efficiencies within the supply system, consider acquisition of additional supplies, if needed, and capitalize on beneficial opportunities that may occur from a regional drought.<sup>23</sup> The water use reduction target is 10% for the community as well as for irrigation by Parks and Recreation. The community reduction target is equivalent to about a 20% irrigation reduction assuming most of the savings occurs through irrigation. The commercial and residential sectors will be highly encouraged to reduce water use on a voluntary basis and the Community Water Resiliency Campaign will be initiated. This campaign will promote the “why” and the “how” to save water along with amplify outreach on selected water efficiency programs.

**Stage 2 Warning** – The “Warning” stage is considered when the index is between 0.9 and 0.8. Like Stage 1, the Town will take action to increase the yield of their water supply system, if needed, and consider using available technical and financial assistance. The selected water use reduction target will range from a 10% to 20% reduction, depending on conditions. This target is determined at the onset of the drought stage and may be adjusted to reflect conditions as the shortage persists. It is equivalent to about a 20% to 35% reduction in irrigation if most of the savings occurs through reduction in irrigation. The Town’s Parks and Recreation Department will target a 20% water savings in irrigation. Voluntary water restrictions coupled with an aggressive Community Water Resiliency Campaign will be enacted. If sufficient savings cannot be achieved through voluntary restrictions, the Town may consider changing some of the voluntary restrictions to mandatory. This will coincide with community education and engagement regarding the restrictions and messaging tactics that foster community ownership and participation.

**Stage 3 Severe** – The “Severe” stage is considered when the index is between 0.8 and 0.55. Erie will explore opportunities available to increase the yield of their water supply system and consider a variety of options to further extend their supplies including using available technical and financial assistance, using reuse water to preserve key landscape features, and using lesser quality water that still meets drinking water standards. The

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<sup>22</sup> The irrigation targets are calculated by dividing the total (annual) reduction target by 55% which is Erie’s annual average outdoor water use. For example, the irrigation target of 20% for Stage 1 “Voluntary” was calculated as 10% divided by 55%. The irrigation targets are rounded to 5% increments.

<sup>23</sup> Such benefits may include a regional program to provide additional water supplies to those in real need under a severe drought or a regional drought campaign. Section 3.2 provides an overview on regional drought communication efforts that occurred in 2021.



water use reduction target will be set within the range of 20% to 45% reduction, depending on conditions. This target is determined at the onset of the drought stage and may be adjusted to reflect conditions as the shortage persists. It is equivalent to about a 35% to 80% reduction in irrigation if most of the savings occurs through reduction in irrigation. The Town’s Parks and Recreation Department will select an irrigation water savings target within the range of 20% to 45%. Mandatory water restrictions, coupled with enforcement, will be enacted to help ensure water savings. If sufficient savings cannot be achieved through mandatory restrictions, the Town may consider prohibiting certain types of lower priority irrigation as shown in Table 2 above. The Community Water Resiliency Campaign will continue to aggressively promote water use reductions and provide supporting information on mandatory restrictions, fostering community ownership and buy-in accentuating responsible stewardship.

**Stage 4 Emergency** – The “Emergency” stage is considered when the index is below 0.55. A shortage of this severity would likely only occur under a severe multi-year drought that exceeds historical records. Focus is placed on ensuring that the health and safety needs of the community can be met. Erie will capitalize on opportunities available to increase the yield of their water supply system and set a water use reduction target exceeding 45% which calls for more than an 80% reduction in irrigation. This will require mandatory restrictions and possibly the prohibition of outdoor irrigation with exception to trees. The Parks and Recreation Department will cease irrigation with exception to highly valued trees and priority athletic fields. The Community Water Resiliency Campaign will emphasize the importance of preserving water for essential functions, fostering responsible stewardship, and amplify messaging on ways the community can save water from an indoor perspective.



## 6.0 Drought Mitigation and Response Strategies

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Erie employs a variety of mitigation and response strategies to address and avoid the impacts associated with drought and water shortages. Mitigation consists of actions taken prior to a drought or water shortage to ensure optimum water supply reliability and that Erie is prepared for addressing shortages. Response strategies are actions taken during a shortage to avoid and reduce impacts while best maintaining water storage for future community needs and essential services such as health and safety.

### 6.1 Drought Mitigation Measures and Action Plan

Erie is committed to drought preparedness by mitigating impacts of a drought before it occurs. This includes mitigation measures that focus on firming existing as well as acquiring new supplies, operational practices, and water efficiency practices addressed in Erie's Water Efficiency Plan. Erie currently implements the following mitigation measures.<sup>24</sup>

#### Water Supply Mitigation Measures

**Acquisition of supplies to meet long-term needs** – Erie continues to acquire additional CBT unit and local ditch water rights. These acquisitions are necessary to meet the growing demands of the community as well as to ensure that there are sufficient supplies during dry periods.

**Windy Gap Firming and NISP Participant** – Erie is a participant in NISP requesting an annual 6,500 AF of firm yield. The Town is also a participant in the Windy Gap Firming Project, which would increase the reliability of Windy Gap supplies such that Erie would be able to receive a substantial portion of its Windy Gap allotment during dry years.

**Water dedication requirement** – Municipal Code 8.1.9 requires new development within the service area to provide either new water supplies or equivalent cash-in-lieu.

**Well Project and expansion of reuse water** – Erie is in the process of developing a horizontal wellfield on Boulder Creek just upstream of the NWRf. The wellfield will enable the Town to divert junior water rights from South Boulder Creek. When the junior water rights are out-of-priority, Erie may use its Windy Gap reuse credits, stored at the 1,000 AF NWRf storage facility, to augment pumping. This will enable the Town to optimize reuse of its Windy Gap water. The increase in yield of its Windy Gap shares and addition of junior Boulder Creek water rights expands the diversity of Erie's water supply portfolio that is independent of the CBT system. This diversity coupled with the new system redundancy introduced by the well project improves the Town's resiliency to drought.

**Plans for a new WTF** – Erie plans to introduce additional redundancy into its system by building a new WTF near the NWRf in the next five years. This WTF will treat groundwater using a junior Boulder Creek water right.

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<sup>24</sup> Discussions were held with the Planning Committee in developing the mitigation measures. Erie's previous plan, coupled with Worksheets B and C in CWCB's Municipal Drought Management Plan Guidance Document, were used in selecting the mitigation measures.



## Operational Mitigation Measures

**Water shortage storage reserve** – Erie maximizes its 20% CBT carryover as a standard operational and drought mitigation practice. When possible, Erie will continue to do this in periods of drought to firm this storage reserve in the case the drought persists into the following year(s).

**Coordination with Northern Water** – Erie and Northern Water communicate on a regular basis regarding relevant capital improvements and infrastructure operations and maintenance. This is especially critical at the onset or during drought to ensure that there is sufficient storage and infrastructure necessary to meet community needs.

Coordination with Northern Water is essential to ensuring a consistent reliable supply. During the latter part of the summer of 2020, Northern Water lowered Boulder Reservoir for maintenance purposes. Northern Water provided advance notice to Erie which enabled Erie to lease water from Broomfield and Louisville to ensure peak irrigation demands could be met.

**Maintenance of emergency interconnects** – Erie has emergency interconnects with Lafayette and Left Hand Water District. Erie will consider working with these water providers in expanding the terms of use of these interconnects during dry periods.

**Maintenance of bypass around Erie Lake** – Low reservoir levels during dry periods can result in algae blooms and taste and odor issues in Erie Lake. Erie has installed a pipeline to bypass CBT and Windy Gap water around Erie Lake and thereby avoid water quality issues.

**Maintenance of mobile interconnect** – Erie is in the process of purchasing a mobile interconnect that can be transported by truck or trailer. The interconnect can be connected to the distribution system to circumnavigate portions of Erie’s system under acute short-term emergencies (e.g., move water around a distribution line failure). This equipment can also be used for beneficial purpose during longer-term water supply shortages.

**Ditch efficiency improvements** – Water savings may be achieved by lining ditches Erie uses to convey supplies within its service area. Erie plans to do this on an as needed basis.

## Water Efficiency Mitigation Measures

Responsible and efficient use of water is a prudent to Erie’s resiliency in times of water shortages and drought. Both of Erie’s water efficiency and drought planning efforts entail a combination of actions for reducing water use. However, one key distinction is that the water efficiency actions are geared towards long-term reductions in water use while the response actions in this Plan focus on temporary short-term water reuse reductions while in a shortage.

For purposes of this Plan, water efficiency practices are considered a form of drought mitigation. A community that understands the value of water and actively uses water responsibly is more likely to respond to the need to achieve additional water savings during a period of shortage. Furthermore, supply-side measures that support the efficient delivery of water supplies, reduces water waste and places less stress on the need for additional supplies during a shortage.



## Mitigation Action Plan

One of Erie’s guiding principles for education in its Water Efficiency Plan is creating community buy-in where the community understands why their water is valuable and how they can actively participate in using water efficiently. The Town plans to foster inclusivity by establishing a community based social marketing approach to the value of water along with its link to a sustainable community and the many benefits of water efficiency.

The Mitigation Action Plan provided in Table 6 below outlines the action items, milestone deadlines, and the Town’s departments and divisions leading the implementation of mitigation measures.

Table 6: Mitigation Action Plan

Mitigation Measures	Action Items	Milestones	Lead
<b>Water Supply Measures</b>			
Acquisition of supplies to meet long-term needs	Continue to acquire new CBT units and local ditch water rights.	Ongoing	Public Works
Windy Gap Firming and NISP participant	Continue to participate in NISP and the Windy Gap Firming projects.	Estimated completion: NISP– 2030 Windy Gap Firming - 2024	Public Works
Water dedication requirement	Continue to implement water dedication requirement.	Ongoing	Engineering
Well project and expansion of reuse water	<ul style="list-style-type: none"> <li>▪ Continue water court application process.</li> <li>▪ Develop wellfield.</li> </ul>	Completion of wellfield - 2024	Public Works
Plans for a new WTF	<ul style="list-style-type: none"> <li>▪ Initiate planning process for new WTF near the NWRf.</li> <li>▪ Consider options for drought response such as treating water normally designated for non-potable irrigation for potable purposes in a water shortage situation.</li> </ul>	WTF is anticipated to be completed by 2024	Public Works
<b>Operational Measures</b>			
Drought storage reserve	Maximize CBT carryover on an annual basis.	Ongoing	Public Works
Coordination with Northern Water	Communicate on regular basis regarding relevant capital improvements and infrastructure operations and maintenance.	Ongoing	Public Works
Maintenance of emergency interconnects	Maintain emergency interconnects with Lafayette and Left-Hand Water District. Consider working with these water providers in expanding the terms of use of these interconnects during dry periods.	Ongoing	Public Works
Maintenance of bypass around Erie Lake	Maintain bypass around Erie Lake.	Ongoing	Public Works
Maintenance of mobile interconnect	Maintain mobile interconnect.	Ongoing	Public Works



Mitigation Measures	Action Items	Milestones	Lead
Ditch efficiency improvements	Consider improving ditch efficiencies if needed.	n/a	Public Works
Implementation of the water efficiency program	<ul style="list-style-type: none"> <li>▪ Update Water Efficiency Plan every 7 years.</li> <li>▪ 2) Implement water efficiency program.</li> </ul>	Ongoing - Water Efficiency Plan to be updated in 2027.	Public Works

## 6.2 Response Strategies

Erie plans to implement a variety of supply and demand-side response strategies during droughts and water shortages. The supply-side strategies entail actions the Town will implement to extend water supplies. The demand-side response strategies focus on actions by Town staff and the Erie community to reduce water demand/use.<sup>25</sup> Table 7 below provides the supply-side response strategies and Table 8 below provides the demand-side response strategies.

Table 7: Supply-Side Response Strategies

Strategies	Details
<b>Actions for Implementation That Do Not Require Partnerships</b>	
Seek technical and financial assistance	Investigate opportunities for technical assistance with the drought and water shortage and capitalize on if needed.
Maximize well project yields	When the well project comes online, optimize groundwater extractions and use of Windy Gap return flows as a source of augmentation.
Maximize storage	Ensure a 20% CBT carryover in storage in case of a multi-year drought and consider maximizing storage in Thomas and Erie Reservoirs as well as the NWRf Storage as additional supply reserve.
Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable.	This may include using Erie's mobile interconnect to address an issue in the water supply distribution system when delivering existing or new supplies.
<b>Actions for Implementation that Require Partnerships and Agreements</b>	
Acquire additional short-term water supplies during shortage	Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, and developing water transfers/trades with other entities to increase yield. In extreme circumstances additional supplies could also entail a water hauling program or use of dead storage in Erie's local reservoirs.
Coordinate and collaborate with others to create beneficial opportunities for Erie and the region.	Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region. This may include entities in the Boulder Creek watershed, Northern Water allottees, and potentially a regional water supply program, if available during extreme droughts.
Utilize existing emergency interconnects with Lafayette and Left Hand Water District, if needed.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects.

<sup>25</sup> The response strategies were selected using the following criteria: 1) Technical feasibility: will the strategy work as intended in a timely manner? Is there staff available to implement the action? 2) Actual cost and perceived benefits: will the selected strategy provide an adequate amount of water savings/additional supplies relative to the cost? 3) Enforceable: is the strategy worth the cost/effort of enforcing it? 4) Public acceptance: how will the public accept the selected strategy?

Strategies	Details
<b>Actions for Consideration</b>	
Use reuse water to preserve key landscape features under severe and emergency droughts	Apply reuse water to landscape features of higher monetary, environmental, and social value such as larger established trees. In many cases, to limit irrigation only to key features, this would require direct application of reuse water (via a mobile unit) that is separate from the irrigation system.
Extend water supplies by using water of lesser quality water to meet needs while still meeting drinking water standards.	Use of lesser quality water, that typically is not used, could result in taste and odor issues. To mitigate issues Erie may increase water quality monitoring and consider options to reduce impacts such blending multiple sources of various qualities.

Table 8: Demand-Side Response Strategies

Category	Strategies
Town	Reduce water use on Town parks, open space, medians, and Town facilities.
	Limit use of hydrants (except for public safety).
	Reduce/postpone washing of Town fleet vehicles.
	Prohibit use of splash pad and ornamental fountains.
	Prohibit/limit Town street cleaning.
	Increase outreach of designated water efficiency activities that promote savings.
	Consider temporary drought surcharge on water bills.
Town, residential, commercial	Reduce irrigation of trees under severe and emergency shortages.
	Reduce indoor water use.
	Focus on reductions of large residential and commercial water users.
Town and commercial	Address use of covers and other best management practices on hot tubs and pools.
	Coordinate with large public water users to reduce water use.
Residential and commercial	Reduce outdoor watering of turf grass.
	Reduce irrigation on trees, shrubs, perennials, and vegetable gardens.
	Minimal watering on new seed and sod.
	Minimal watering on new plantings.
	Limit installation of new sod, seeding, and/or other landscaping.
	Limit street, sidewalk, driveway, house/auxiliary structure cleaning, and misting devices.
	Limit usage of ornamental fountains.
	Address use of covers and other best management practices on hot tubs and pools.
	Limit private car washing on non-recycled water.
Commercial	Address commercial car washing depending on whether use recycled water.
	Limit outdoor irrigation of golf courses.
	Promote and review efficiencies of using construction water.



## 6.3 Community Water Resiliency Campaign

The Community Water Resiliency Campaign will be closely coordinated with Erie’s water efficiency programs and rebates. During wet and normal periods, when there is not a pending or existing water shortage, Erie will rely on its water efficiency programs to increase community awareness on the importance of efficient water use. The Community Water Resiliency Campaign will be initiated at the onset of a drought or water shortage, educating the community on the implications, and promoting additional water savings beyond what is typically achieved through the water efficiency program. The frequency of messaging and staff effort focused on reaching out to the community will be elevated to ensure that the community understands the implications of the water shortage and what they can do to contribute to achieving additional water savings.

The objectives of the Community Water Resiliency Campaign are:

- Ensure all Town staff are updated on the status of the water shortage stage and interface with the community conveying coordinated consistent messages.
- Minimize the need for enforcement by fostering a nimble two-way partnership with the community where the community is an integral part of the solution. Campaign messaging should proactively address community concerns with flexibility to be adjusted based on unique circumstances of the shortage.
- Coordinate campaign efforts with relevant conservation-oriented entities and nearby municipalities, water districts, counties, and water providers to capitalize on synergistic opportunities and convey, where appropriate, consistent messaging on why there are differences in drought response in other jurisdictions.

Figure 6 below highlights the types of messaging Erie will convey to the community about water. During times when there is not a drought or shortage, messaging focuses on the value of water and promotion of using water efficiency. The goals and additional information on this educational outreach program are provided in Erie’s Water Efficiency Plan. During a drought and water shortage, messaging is expanded to encourage additional savings also shown in Figure 6. Messaging may be customized to each shortage situation, to ensure



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the campaign adequately addresses each unique circumstance. The frequency and intensity of the messaging should also be customized to each shortage and corresponding stage. For instance, the messaging for a multi-year drought with increasing intensity entering Stage 3 “Severe” drought will be very different from a short-term Stage 1 “Voluntary” drought that entails voluntary restrictions during the summer. Generally, messaging should focus on the following for each water shortage stage:

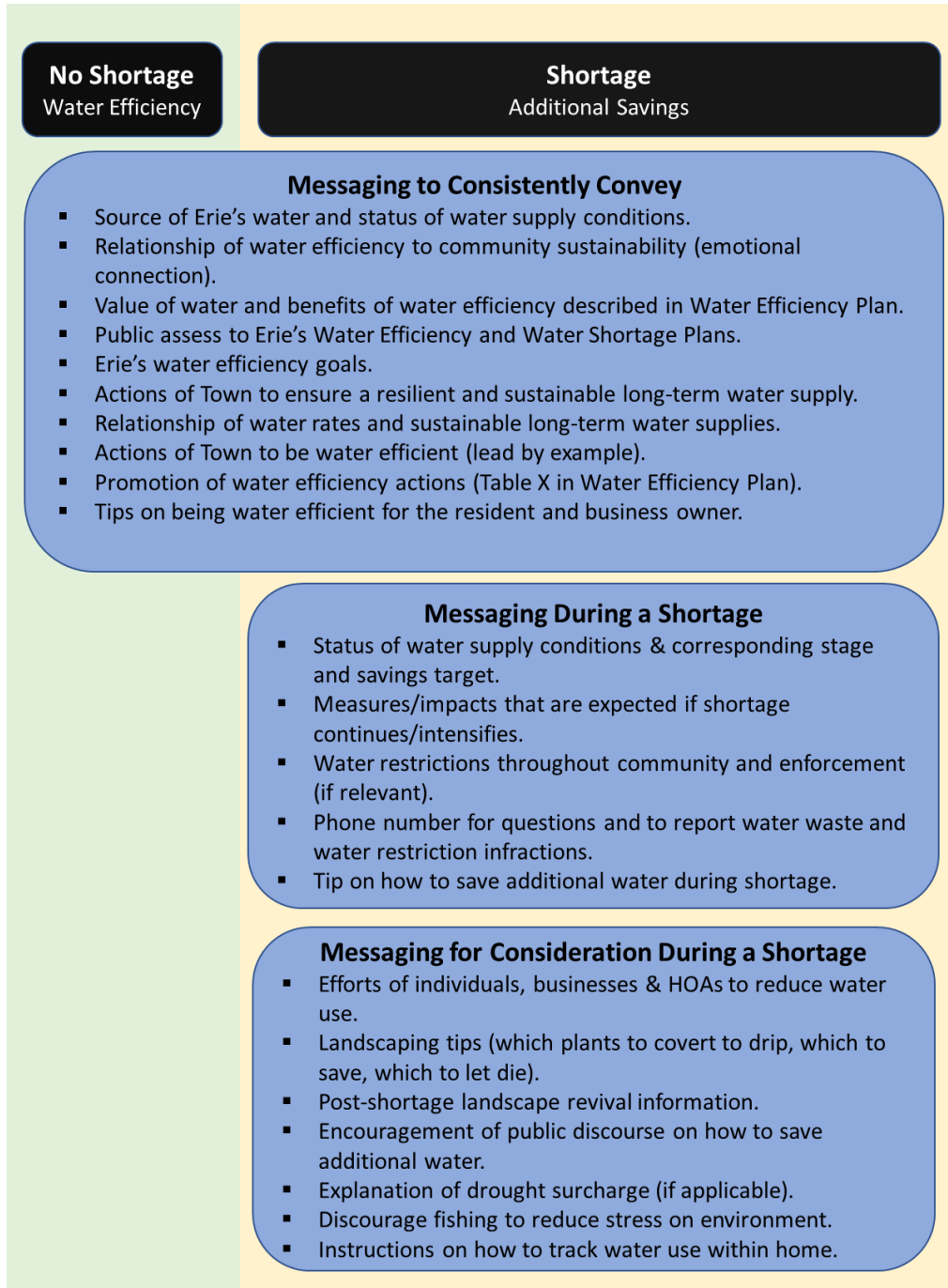


Figure 6: Community Messaging`



**Stage 1 Voluntary** – Promote the “why” and the “how” to save water along with amplify outreach on selected water efficiency programs.

**Stage 2 Warning** – Enact intensive messaging effort on why and how to reduce outdoor water irrigation, fostering community buy-in and a sense of responsible stewardship. If some of the voluntary restrictions are changed to mandatory status to meet the water use reduction target, additional messaging will be provided to educate the community on the need for the restrictions and importance to adhere to such restrictions.

**Stage 3 Severe** – Aggressively promote water use reduction and provide supporting information on mandatory restrictions, fostering community ownership and buy-in, and sense of responsible stewardship. During enforcement, appropriate transparency of data and consistency of messaging are critical to gaining community support and trust.

**Stage 4 Emergency** – Emphasize the importance of preserving water for essential functions, fostering responsible stewardship, and amplify messaging on ways the community can save water from an indoor perspective.

Prior to the formal declaration of a water shortage, Public Works will work with the Communications & Community Engagement Department in developing the Community Water Resiliency Campaign to ensure that the messages delivered are accurate. The Communications & Community Engagement Department will take the lead in developing the communications plan which will include key messages, groups to focus messaging on, frequency of messaging and communication tools. Messaging will heavily rely on current tools that routinely prove to be effective. This includes the Town’s Erie.co.gov and Erie.Earth websites, sustainability newsletter, social media, bill inserts, distribution lists, education videos, and demonstration gardens. Additional avenues for communication may be introduced such as newspaper articles, booths at special events, and school programs.

Coordination with other entities is an important component of the Community Water Resiliency Campaign. Efforts will be made to capitalize on synergistic opportunities with other conservation-oriented entities and nearby municipal, district, county, and water providers (e.g., Left Hand Water District) to provide drought messaging. Erie will also track other local water providers’ drought-related response activities, water use restrictions, and means of enforcement. This will enable Erie to explain to its customers their similarities and differences between Erie’s drought response activities and neighboring urban areas as well as build a regional response effort; water delivery is intimately connected and the actions of one community usually affect another.



## 7.0 Drought and Shortage Response

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This section outlines supply and demand-side response measures specific to each shortage stage.

### 7.1 Voluntary Stage

**Stage 1 Voluntary:** Index of 1.0 to 0.9

**Total Water Use Reduction Target:** 10%

**Irrigation Target:** 20%

**Summary** – The “Voluntary” stage is considered for declaration when the index is between 1.0 to 0.9. Erie will take measures to optimize supply yields and efficiencies within the supply system, consider acquisition of additional supplies, if needed, and capitalize on beneficial opportunities that may occur from a regional drought.<sup>26</sup> The water use reduction target is 10% for the community as well as for irrigation by Parks and Recreation. The community reduction target is equivalent to about a 20% irrigation reduction assuming most of the savings occurs through reduction in irrigation. The commercial and residential sectors will be highly encouraged to reduce water use on a voluntary basis and the Community Water Resiliency Campaign will be initiated. This campaign will promote the “why” and the “how” to save water along with amplify outreach on selected water efficiency programs.

#### Supply-Side Measures

- Optimize well project yields including reuse to preserve shortage reserves in storage.
- Ensure a 20% CBT carryover.
- Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).
- Consider additional short-term water supplies during shortage, if needed.<sup>27</sup>
- Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region.<sup>28</sup>
- If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.

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<sup>26</sup> Such benefits may include a regional program to provide additional water supplies to those in real need under a severe drought or a regional drought campaign. Section 3.2 provides an overview on regional drought communication efforts that occurred in 2021.

<sup>27</sup> Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, leasing of groundwater pumped by other entities, and developing water transfers/trades with other entities to increase yield. In extreme circumstances, additional supplies could also entail a water hauling program or use of dead storage in Erie's local reservoir.

<sup>28</sup> This may include entities in the Boulder Creek watershed, Northern Water partners, and potentially a regional water supply program during extreme droughts.

## Demand–Side Measures

### Town

*Note: The targeted savings (as percentages) in this section applies to the cumulative total zoned area within all Town parks and facilities. There are many site-specific factors that influence the amount of savings that may be achieved at each individual site (e.g., sun exposure, slope, soils etc.). Some areas will achieve greater savings than other areas. Erie also tracks the amount of irrigation applied to Town parks and facilities on a routine basis. The targeted savings for this measure specifically refers to the savings that the Town may achieve relative to the amount of water the Town has used for irrigation over the past several years. As the climate continues to warm, irrigation may increase in response to an increase in evapotranspiration. Such an increase will be captured through Erie’s active monitoring.*

- Active Turf Recreation (Park zones that are heavily used. This includes regular programmed athletic events and spaces rented by the community). – Target 10% savings relative to historical irrigation.
- Passive Turf Recreation (Park zones of moderate use. Includes areas where the community recreates on an informal basis without a programmed schedule). – Target 10% savings relative to historical irrigation.
- Irrigated Native and Grasses (Parks, medians, and open space zones with little foot traffic). – Target 10% savings relative to historical irrigation.
- Town Facilities (Turf grass on Town facilities) – Target 10% savings relative to historical irrigation.
- Shrubs and Perennial Plantings (Zones in parks, Town facilities and medians) – Target 10% savings relative to historical irrigation.
- Fleet Vehicles (Including police vehicles) – Reduce washing frequency.
- Water efficiency activities that promote savings during a shortage – Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification Program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if applicable), indoor water audits, and working with high water users.

### Town, Residential and Commercial

- Trees (all irrigated trees within Erie’s service area) – Voluntary. Promote and apply best management practices to ensure efficient irrigation.

### Town and Residential

- High Residential Water Users – Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Encourage free water audits.

### Town and Commercial

- Large public irrigators (Colorado National Golf Club, HOA common spaces, school districts, landscapers) – Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.

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## Residential and Commercial

- Turf grass (residents, businesses, HOAs, and schools) – Voluntary. Eliminate waste with additional water savings encouraged. Watering should not exceed three times per week and only occur from 8 p.m. to 8 a.m. per Municipal Code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.<sup>29</sup>
- Shrubs, perennials, vegetable gardens (residents, businesses, HOAs, and schools) – Voluntary. Apply best management practices to water efficiently.
- Street, sidewalk, driveway, house/auxiliary structure cleaning, and misting devices – Voluntary. Reduce/eliminate use of water for cleaning. Alternative cleaning methods encouraged.
- Private and public pools and hot tubs – Voluntary. Encourage use of covers and minimize filling.



## Commercial

- Car washes without recycling – Voluntary. Promote best management practices to save water.
- Car washes with recycled water – Voluntary. Promote best management practices to save water.
- Construction water – Encourage efficient use of construction water.

<sup>29</sup> In large areas (e.g., HOA open space) where irrigation of the entire area cannot be accomplished within the designated time, signs will be provided by the Town that includes messaging to inform the community of why watering is occurring outside of the designated window.

## 7.2 Warning Stage

Trigger: Index of 0.9 to 0.8

Total Water Use Reduction Target: 10% to 20%

Irrigation Target: 20% to 35%

**Summary** – The “Warning” stage is considered when the index is between 0.9 and 0.8. Like Stage 1, the Town will take action to increase the yield of their water supply system, if needed, and consider using available technical and financial assistance. The selected water use reduction target will range from a 10% to 20% reduction, depending on conditions. This target is determined at the onset of the drought stage and may be adjusted to reflect conditions as the shortage persists. It is equivalent to about a 20% to 35% reduction in irrigation assuming most savings occurs through reduction in irrigation. The Town’s Parks and Recreation Department will target a 20% water savings in irrigation. Voluntary water restrictions coupled with an aggressive Community Water Resiliency Campaign will be enacted. If sufficient savings cannot be achieved through voluntary restrictions, the Town may consider changing some of the voluntary restrictions to mandatory. This will coincide with community education and engagement regarding the restrictions and messaging tactics that foster community ownership and participation.

### Supply-Side Measures

- Identify any technical and financial assistance opportunities.
- Optimize well project yields including reuse to preserve shortage reserves in storage.
- Ensure a 20% CBT carryover and consider maximizing storage in Erie, Thomas, and the NWRP Storage as additional supply reserve.
- Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie’s mobile interconnect).
- Acquire additional short-term water supplies during shortage, if needed.<sup>30</sup>
- Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region.<sup>31</sup>
- If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.

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<sup>30</sup> Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, leasing of groundwater pumped by other entities, and developing water transfers/trades with other entities to increase yield. In extreme circumstances, additional supplies could also entail a water hauling program or use of dead storage in Erie’s local reservoir.

<sup>31</sup> This may include entities in the Boulder Creek watershed, Northern Water partners, and potentially a regional water supply program during extreme droughts.



## Demand–Side Measures

### Town

*Note: The targeted savings (as percentages) in this section applies to the cumulative total zoned area within all Town parks and facilities. There are many site-specific factors that influence the amount of savings that may be achieved at each site individual site (e.g., sun exposure, slope, soils, etc.). Some areas will achieve greater savings than other areas. Erie also tracks the amount of irrigation applied to Town parks and facilities on a routine basis. The targeted savings for this measure specifically refers to the savings that the Town may achieve relative to the amount of water the Town has used for irrigation over the past several years. As the climate continues to warm, irrigation may increase in response to an increase in evapotranspiration. Such an increase will be captured through Erie’s active monitoring.*

- Active Turf Recreation (Park zones that are heavily used. This includes regular programmed athletic events and spaces rented by the community). – Target 20% savings relative to historical irrigation.
- Passive Turf Recreation (Park zones of moderate use. Includes areas where the community recreates on an informal basis without a programmed schedule). – Target 20% savings relative to historical irrigation.
- Irrigated Native and Turf Grasses (Parks, medians, and open space zones with little foot traffic). – Target 20% savings relative to historical irrigation.
- Town Facilities – Turf grass on Town facilities – Target 20% savings relative to historical irrigation.
- Shrubs and Perennial Plantings (Zones in Parks, Town facilities and medians) – Target 20% savings relative to historical irrigation.
- Fleet Vehicles (Including police vehicles) – Limit washing to once per week.
- Ornamental fountains in parks and splash pad – Ornamental fountains in parks are turned off and splash pads are turned off between 7 p.m. to 4 p.m.
- Water efficiency activities that promote savings during a shortage – Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification Program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if applicable), indoor water audits, and working with high water users.

### Town, Residential and Commercial

- Trees (all irrigated trees within Erie’s service area) – Voluntary. Limit watering to hand-held hose or low-volume non spray on any day from 8 p.m. to 8 a.m.
- Indoor Use – Voluntary. Public campaign encourages reductions.



### Town and Residential

- High Residential Water Users – Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Encourage free water audits.

### Town and Commercial

- Large public irrigators (Colorado National Golf Club, school districts, landscapers, and HOAs) – Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.

### Residential and Commercial

- Turf grass (residents, businesses, HOAs, and schools) – Voluntary. Eliminate waste with additional water savings encouraged. Watering should not exceed two times per week and only occur from 8 p.m. to 8 a.m. per Water Waste code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.<sup>32</sup>
- Shrubs, perennials, vegetable gardens (residents, businesses, HOAs, and schools) – Voluntary. Limit watering to hand-held hose or low-volume non spray on any day from 8 p.m. to 8 a.m.
- Street, sidewalk, driveway, house/auxiliary structure cleaning and misting devices – Voluntary. Reduce/eliminate use of water for cleaning. Alternative cleaning methods encouraged.



<sup>32</sup> In large areas (e.g., HOA open space) where irrigation of the entire area cannot be accomplished within the designated time, signs will be provided by the Town that includes messaging to inform the community of why watering is occurring outside of the designated window.

- Ornamental fountains – Voluntary. Shut off ornamental fountains.
- Private and public pools and hot tubs – Voluntary. Encourage use of covers and minimize filling.
- Private car washing – Encourage use of commercial car washes that use recycled water.

#### Commercial

- Car washes without recycling – Voluntary. Promote and apply best management practices to save water.
- Car washes with recycled water – Voluntary. Promote best management practices to save water.
- Construction water – Encourage efficient use of construction water.



## 7.3 Severe Stage

Trigger: Drought Index of 0.8 to 0.55

Total Water Use Reduction Target: 20% to 45%

Irrigation Target: 35% to 80%

**Summary** – The “Severe” stage is considered when the index is between 0.8 and 0.55. Erie will explore opportunities available to increase the yield of their water supply system and consider a variety of options to further extend their supplies including using available technical and financial assistance, using reuse water to preserve key landscape features, and using lesser quality water that still meets drinking water standards. The water use reduction target will be set within the range of 20% to 45% reduction, depending on conditions. This target is determined at the onset of the drought stage and may be adjusted to reflect conditions as the shortage persists. It is equivalent to about a 35% to 80% reduction in irrigation if most of the savings occurs through reduction in irrigation. The Town’s Parks and Recreation Department will select an irrigation water savings target within the range of 20% to 45%. Mandatory water restrictions, coupled with enforcement, will be enacted to help ensure water savings. If sufficient savings cannot be achieved through mandatory restrictions, the Town may consider prohibiting certain types of lower priority irrigation as shown in Table 2 above. The Community Water Resiliency Campaign will continue to aggressively promote water use reductions and provide supporting information on mandatory restrictions, fostering community ownership and buy-in accentuating responsible stewardship.

### Supply-Side Measures

- Identify any technical and financial assistance opportunities.
- Optimize well project yields including reuse to preserve shortage reserves in storage.
- Ensure a 20% CBT carryover and maximize storage in Erie, Thomas and the NWRf Storage as additional supply reserve to the extent possible.
- Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g. use of Erie's mobile interconnect).
- Acquire additional short-term water supplies during shortage, if available<sup>33</sup>.
- Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region<sup>34</sup>.
- If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.

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<sup>33</sup> Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, leasing of groundwater pumped by other entities, and developing water transfers/trades with other entities to increase yield. In extreme circumstances, additional supplies could also entail a water hauling program or use of dead storage in Erie’s local reservoir.

<sup>34</sup> This may include entities in the Boulder Creek watershed, Northern Water partners, and potentially a regional water supply program during extreme droughts.



- Use reuse water to preserve key landscape features. (In areas not accessible by the non-potable distribution system, hauling of reuse water to key features may be needed).
- Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards.<sup>35</sup>

## Demand–Side Measures

### Town

*Note: The targeted savings (as percentages) in this section applies to the cumulative total zoned area within all Town parks and facilities. There are many site-specific factors that influence the amount of savings that may be achieved at each site individual site (e.g., sun exposure, slope, soils, etc.). Some areas will achieve greater savings than other areas. Erie also tracks the amount of irrigation applied to Town parks and facilities on a routine basis. The targeted savings for this measure specifically refers to the savings that the Town may achieve relative to the amount of water the Town has used for irrigation over the past several years. As the climate continues to warm, irrigation may increase in response to an increase in evapotranspiration. Such an increase will be captured through Erie’s active monitoring.*

- Active Turf Recreation (Park zones that are heavily used. This includes regular programmed athletic events and spaces rented by the community). – Target 20% to 35% savings relative to historical irrigation. Maintain athletic fields to level needed to ensure safety.
- Passive Turf Recreation (Park zones of moderate use. Includes areas where the community recreates on an informal basis without a programmed schedule). – Target 20% to 45% savings relative to historical irrigation. Irrigate enough to ensure survival.
- Irrigated Native and Turf Grasses (Parks, medians, and open space zones with little foot traffic). – Target 20% to 45% savings relative to historical irrigation. Irrigation may be prohibited in certain areas. Decisions on what areas to maintain vs irrigate will be based on how to best minimize asset losses.
- Town Facilities (Turf grass on Town facilities) – Target 20% to 45% savings relative to historical irrigation. Irrigate enough to ensure survival. Signs may be posted on dormant grass to educate community that the grass is dormant and can be revived once restrictions are over.
- Shrubs and Perennial Plantings (Zones in parks, Town facilities, and medians) – Target 20% to 30% savings relative to historical irrigation. Maintain irrigation to ensure survival.
- Annual Plantings – No irrigated annual plantings. Signs may be posted promoting need to save water.
- Hydrants – Reduce frequency of flushing while maintaining water quality.
- Fleet Vehicles (Including police vehicles) – No washing of fleet vehicles.

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<sup>35</sup> Sources of supply may include ditch water rights that are typically used for non-potable purposes. Erie will mitigate impacts where possible (e.g., blending of multiple sources and increasing monitoring).



- Ornamental fountains in parks and splash pad – Ornamental fountains in parks are turned off and splash pads are turned off.
- Water efficiency activities that promote savings during a shortage - Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification Program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if applicable), indoor water audits, and working with high water users.
- Drought surcharge – Consider drought surcharge.

#### Town, Residential and Commercial

- Trees (all irrigated trees within Erie’s service area) – Mandatory. In areas where not irrigated with sprinkler system, limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m.
- Indoor Use – Voluntary. Public campaign encourages reductions.

#### Town and Residential

- High Residential Water Users – Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Require free water audit and implementation of recommendations if water use remains at Tier 3 or 4 levels.

#### Town and Commercial

- Large public irrigators (Colorado National Golf Club, HOA common spaces, school districts, and landscapers) – Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.

#### Residential and Commercial

- Turf grass (residents, businesses, HOAs, and schools) – Mandatory. Eliminate waste and additional savings required. Watering should not exceed two times per week from 8 p.m. to 8 a.m. per Water Waste code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.<sup>36</sup>
- Shrubs, perennials, vegetable gardens (residents, businesses, HOAs, and schools) – Mandatory. Limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.
- New seed and sod (residents, businesses, HOAs, and schools) – Mandatory. Residents may apply for waiver to irrigate every day to establish vegetation for two-week period. Resident will receive signage from Town to post in front lawn explaining why exempted from restrictions.

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<sup>36</sup> In large areas (e.g., HOA open space) where irrigation of the entire area cannot be accomplished within the designated time, signs will be provided by the Town that includes messaging to inform the community of why watering is occurring outside of the designated window.



- New plantings including trees, shrubs, perennials (residents, businesses, HOAs, and schools – Mandatory. Limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.
- Street, sidewalk, driveway, house/auxiliary structure cleaning, and misting devices – Prohibit. Use of water for outdoor cleaning purposes is prohibited.
- Ornamental fountains – Mandatory. Shut off ornamental fountains. Special cases may be made for ponds containing fish or used for food production purposes.
- Private and public pools and hot tubs – Voluntary. Encourage use of covers & minimize filling.
- Private car washing – Consider prohibiting private car washing. Encourage use of commercial car washes that use recycled water.

### Commercial

- Car washes without recycling – Mandatory. Must meet a standard of 40 gallons or less per vehicle.<sup>37</sup>
- Car washes with recycled water – Voluntary. Promote best management practices to save water.
- Construction water – Encourage efficient use of construction water.



<sup>37</sup> Traditional car washes use an average of 38 gallons of water per vehicle yet this can range between 15 and 85 gallons without water conservation equipment. Sources: 1) [www.washos.com/blog/statistics-car-wash-industry](http://www.washos.com/blog/statistics-car-wash-industry) and 2) [earth911.com/eco-tech/water-conservation-and-car-washing/#:~:text=Traditional%20car%20washes%20use%20between%2015%20and%2085,tch%20%28depending%20on%20th e%20type%20of%20car%20wash%29.](http://earth911.com/eco-tech/water-conservation-and-car-washing/#:~:text=Traditional%20car%20washes%20use%20between%2015%20and%2085,tch%20%28depending%20on%20th e%20type%20of%20car%20wash%29.)

## 7.4 Emergency Stage

Trigger: Index below 0.55

Water Use Reduction Target: More 45%

Irrigation Target: More than 80%

**Summary** – The “Emergency” stage is considered when the index is below 0.55. A shortage of this severity would likely only occur under a severe multi-year drought that exceeds historical records. Focus is placed on ensuring that the health and safety needs of the community can be met. Erie will capitalize on opportunities available to increase the yield of their water supply system and set a water use reduction target exceeding 45% which calls for more than an 80% reduction in irrigation assuming most savings occurs from reduction in irrigation. This will require mandatory restrictions and possibly the prohibition of outdoor irrigation with exception to trees. The Parks and Recreation Department will cease irrigation with exception to highly valued trees and priority athletic fields. The Community Water Resiliency Campaign will emphasize the importance of preserving water for essential functions, fostering responsible stewardship, and amplify messaging on ways the community can save water from an indoor perspective.

### Supply-Side Measures

- Identify any technical and financial assistance opportunities.
- Optimize well project yields including reuse to preserve shortage reserves in storage.
- Maximize CBT carryover and storage in Erie, Thomas and the NWRP storage as additional supply reserve to the extent possible.
- Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).
- Acquire additional short-term water supplies during shortage, if available.<sup>38</sup>
- Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region.<sup>39</sup>
- If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.
- Where circumstances allow, use reuse water to preserve key landscape features. (In areas not accessible by the non-potable distribution system, hauling of reuse water to key features may be needed).

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<sup>38</sup> Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, leasing of groundwater pumped by other entities, and developing water transfers/trades with other entities to increase yield. In extreme circumstances, additional supplies could also entail a water hauling program or use of dead storage in Erie's local reservoir.

<sup>39</sup> This may include entities in the Boulder Creek watershed, Northern Water partners, and potentially a regional water supply program during extreme droughts.



- Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards.<sup>40</sup>

## Demand–Side Measures

### Town

- Active Turf Recreation (Park zones that are heavily used. This includes regular programmed athletic events and spaces rented by the community). – Watering limited to certain athletic fields. Athletic events may still be held on these fields at a reduced schedule.
- Passive Turf Recreation (Park zones of moderate use. Includes areas where the community recreates on an informal basis without a programmed schedule). – Watering prohibited.
- Irrigated Native and Turf Grasses (Parks, medians, open space zones with little foot traffic). – Watering prohibited.
- Town Facilities (Turf grass on Town facilities) – Water prohibited.
- Shrubs and Perennial Plantings (Zones in parks, Town facilities and medians) – Water prohibited. Key shrubs may be watered just enough to ensure survival. Sprinkler system prohibited.
- Annual Plantings – Annual plantings prohibited. Signs may be posted promoting need to save water.
- Hydrants – Reduce frequency of flushing while maintaining water quality.
- Fleet Vehicles (Including police vehicles) – No washing of fleet vehicles.
- Ornamental fountains in parks and splash pad – Ornamental fountains in parks are turned off and splash pads are turned off.
- Water efficiency activities that promote savings during a shortage – Increase public outreach through water efficiency programs. Such programs may include: indoor water audit and working with high water users.
- Drought surcharge – Consider drought surcharge.

### Town, Residential and Commercial

- Trees (all irrigated trees within Erie’s service area) – Mandatory. Limit watering to just enough to ensure survival. Use hand-held hose or low-volume non spray from 8 p.m. to 8 a.m.
- Indoor Use – Mandatory. Public campaign encourages reductions. Fines/flow restrictors may be applied to abnormally high users.

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<sup>40</sup> Sources of supply may include ditch water rights that are typically used for non-potable purposes. Erie will mitigate impacts where possible (e.g., blending of multiple sources and increasing monitoring).



## Town and Residential

- High Residential Water Users – If applicable, provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Require free water audits and implementation of recommendations if water use remains at Tier 3 or 4 levels.

## Town and Commercial

- Large public irrigators (Colorado National Golf Club, HOA common spaces, school districts, landscapers). – If applicable, coordinate with large public water users to optimize water efficiency and discuss impacts associated with mandatory restrictions.

## Residential and Commercial

- Turf grass (residents, businesses, HOAs, and schools) – Mandatory to Prohibit. If allowed, watering should not exceed once per week from 8 p.m. to 8 a.m. per Water Waste code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.<sup>41</sup>
- Shrubs, perennials, vegetable gardens (residents, businesses, HOAs, and schools) – Mandatory to Prohibit. If allowed limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.
- New seed and sod (residents, businesses, HOAs, and schools)– Mandatory to Prohibit. If allowed, residents may apply for waiver to irrigate every day to establish vegetation for two-week period. Residents will receive signage from Town to post in front lawn explaining why exempted from restrictions.
- New planting including trees, shrubs, perennials (residents, businesses, HOAs, and schools) – Mandatory to Prohibit. If allowed limit watering to hand-held hose or low-volume non spray from 8 p.m. to 8 a.m. Consider prohibiting new plantings if irrigation throughout community is prohibited. Special cases may be made for establishment of low water use vegetation.
- Street, sidewalk, driveway, house/auxiliary structure cleaning and misting devices – Prohibit. Use of water for outdoor cleaning purposes is prohibited.
- Ornamental fountains – Mandatory. Shut off ornamental fountains. Special cases may be made for ponds containing fish or used for food production purposes.
- Private and public pools and hot tubs – Mandatory. Require use of covers and minimize filling. Public works may coordinate filling events of public pools and hot tubs.
- Private car washing – Prohibit private car washing.

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<sup>41</sup> In large areas (e.g., HOA open space) where irrigation of the entire area cannot be accomplished within the designated time, signs will be provided by the Town that includes messaging to inform the community of why watering is occurring outside of the designated window.



## Commercial

- Car washes without recycling water – Prohibit operations.
- Car washes with recycled water. – Town review facilities to ensure water is being conserved at optimum levels. Modifications to operations may be required.
- Construction water – Town may review use of construction water on a site-by-site basis to ensure water is being used at optimum efficiency.



## 8.0 Operational and Administrative Framework of Response

### 8.1 Drought and Shortage Declaration Process

Public Works Department is responsible for the monitoring of climactic conditions and providing recommendations to the Town Administrator and Board of Trustees on the declaration of a drought and/or water shortage and accompanying stage. The water shortage index and other indicators in Figure 5 serve as guidelines for a declaration. Recommendations are to be presented to the Town Board who is responsible for making the final decision considering the Public Works Director's recommendations. The Town Board will have an opportunity to discuss the recommendations, ask questions and ultimately decide whether the recommended stage should be officially declared. Once the Town Board has decided to make a declaration, the Mayor may make the declaration and the Town Administrator is the appointed authority during a Drought Declaration per Municipal Code Chapter 8. The Town's Communications Department will be responsible in delivering the message to the community in close coordination with Public Works.

The declaration of drought and water shortages is not a straight-forward decision. There are a lot of climatic, operational, and community factors to take into consideration. Monitoring data coupled with professional expertise and other critical factors inform the final decision.

The timing of a declaration will be an important consideration by both Erie staff and the Town Board. If a shortage is declared too late, and actions are not taken early enough to reduce water use, water storage can be severely depleted and result in impacts that would have been less or otherwise avoided. Conversely, premature declarations can result in unnecessary actions and messaging where the community can lose confidence in Town leadership.

### 8.2 Implementation of the Drought and Shortage Response

In preparation for the declaration of a water shortage or drought, the Public Works Director will develop a Response Team consisting of a consortium of interdepartmental Erie staff to help coordinate the response. Figure 7 below highlights the key departments and essential staff positions to be included on the Response Team. Additional staff may be included depending on circumstances of the shortage.

Weekly or bi-weekly staff meetings will be initiated prior to the declaration of a shortage to start preparing the response effort and Community Water Resiliency Campaign. Ideally, this should be started as soon as the Public Works Department acquires enough information to warrant the consideration of such a declaration. This may occur early spring prior to final snowpack accumulation if there is sufficient climatic data suggesting a drought of such intensity that a declaration is warranted. The initial Response Team meetings will focus on the response measures and Community Water Resiliency Campaign. Suggested items are listed below. As the shortage persists, the Public Works Department will be responsible for developing agendas, posting meeting minutes, and facilitating discussions as appropriate.



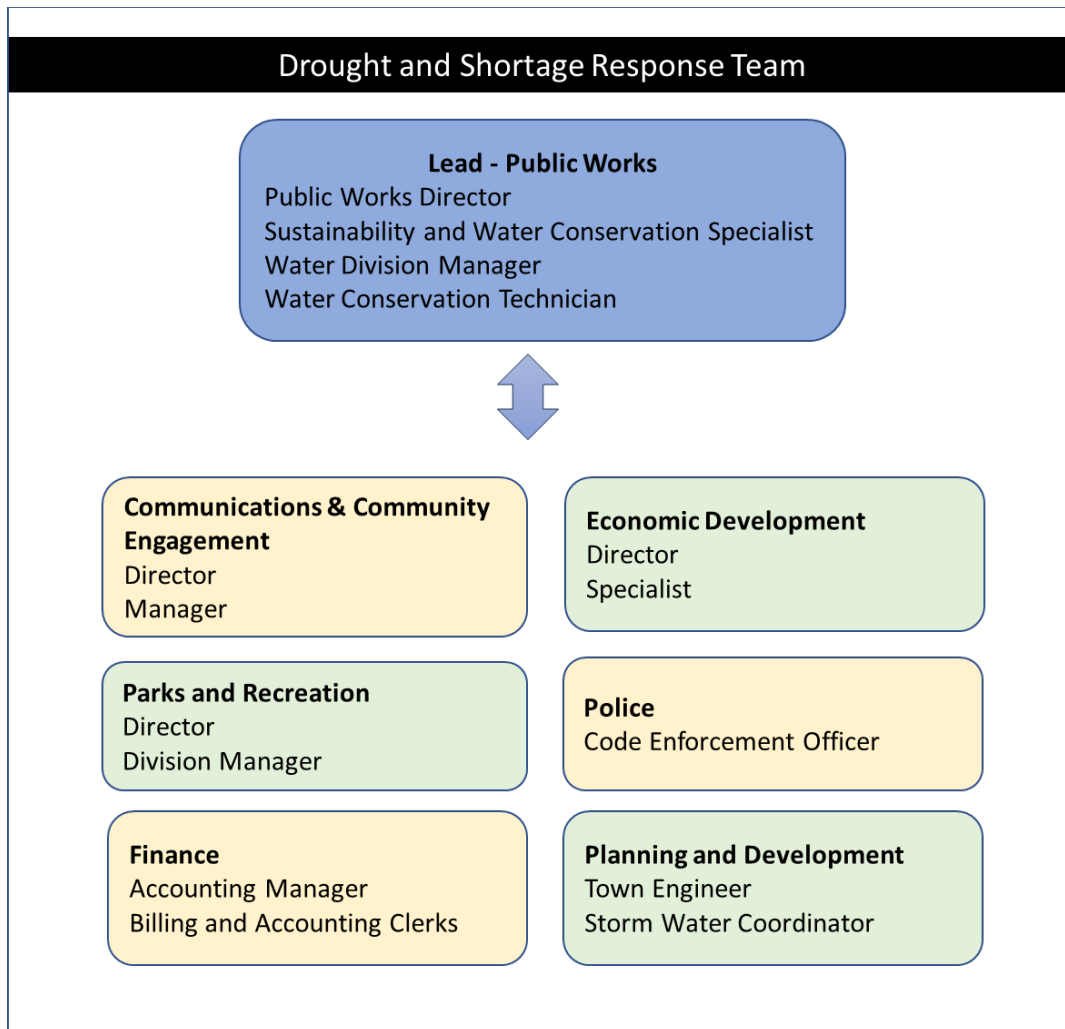


Figure 7: Drought and Shortage Response Team`

- Review of funds available for implementation of the drought and water shortage response.
- Actions necessary to initiate the response measures necessary to achieve the appropriate water use reduction target.
- Messaging to the community including education of Town staff interfacing with the public and an outreach plan for conveying the messaging. This should include how the messaging will be conveyed and how the Town will receive input from the community as the shortage persists.
- Roles and responsibilities of individual staff in carrying out the response.
- Actions necessary for enforcement (if applicable).

An overview of roles and responsibilities on a departmental level for administering the drought and shortage response is provided in Table 9 below. This will need to be refined to include specific staff members and individual responsibilities at the onset of the declaration. Responsibilities will be adjusted throughout the declaration period as each response is unique.

Table 9: Implementation of the Drought and Water Shortage Response

Roles and Responsibilities	Timeframe	Lead
Monitor climate and hydrologic indicators Calculate drought index.	Year round with frequency increasing early spring	Public Works Parks and Recreation
Provide recommendations to Town Board on shortage declaration.	ASAP prior to declaration	Public Works
Formulate interdepartmental Response Team and facilitate weekly or bi-weekly meetings.	ASAP prior to declaration and during declaration period	Public Works
Develop plan for shortage response (using Table ES-1 and Section 7 as a guideline).	ASAP prior to declaration	Public Works (with help from Response Team)
Develop plan for the Community Water Resiliency Campaign.	ASAP prior to declaration	Marketing and Communications (with help from Response Team)
Estimate costs and staff resource needs for implementation of response measures.	ASAP prior to declaration	Public Works (coordinate with Finance)
Administer response measures and coordinate responsibilities among Town staff.	During declaration period	Public Works (with help from Response Team)
Reduce irrigation to meet targeted reductions on parks and Town facilities.	During declaration period	Parks and Recreation
Monitor revenue changes and expenses.	During declaration period	Finance
Monitor enforcement actions including citation of fines (for Stage 3 Severe and Stage 4 Emergency).	During declaration period	Finance
Monitor irrigation use in relation to water savings target.	During declaration period	Parks and Recreation
Monitor water demands in relation to water use reduction target.	During declaration period	Public Works
Develop community messaging when coming out of a shortage or drought.	End of declaration	Communications
Closely monitor and document response (Section 8.5).	ASAP prior to declaration and during declaration period	Public Works

### 8.3 Enforcement of the Drought and Shortage Response

Enforcement of the drought and shortage response measures is needed when mandatory water restrictions are enacted and there is noncompliance. This will occur in Stage 3 “Severe” and Stage 4 “Emergency” and could potentially occur in Stage 2 “Watch” if monitoring data is showing that the necessary water use reduction target is not being achieved. Prior to enforcement, the Community Water Resiliency Campaign will craft messaging to prepare the community for mandatory restrictions underlying the importance of reducing water use and how the restrictions will be enforced. Appropriate transparency or data and consistency of messaging are important to gain community support and trust. The Public Works Department will work closely with the



Communications & Community Engagement Department to ensure that information on enforcement is accurate and appropriately messaged.

Prior to stage declaration, the Public Works Department will work with the Response Team to determine the level of enforcement necessary and penalties assigned to infractions. The severity of penalty will depend upon the declared stage and number of infractions incurred by a customer. Penalties could range from warning citations and monetary fines to the temporary shut-off of water services in severe cases.

Enforcement will be managed by the Public Works Department in coordination with the Police Department. This will include patrol of neighborhoods and business districts to identify community members that are in violation of mandatory restrictions and issuing citations and appropriate penalties. Additional temporary staff or contractor(s) may be needed to assist with enforcement. The Public Works Department will work with the Response Team in identifying the necessary resources ensure sufficient enforcement. A call-in number (hotline) may also be established where members of the community can call to report infractions within their local area. These “hotline claims” would be verified by the Town prior to issuance of citations. Outreach and enforcement actions will also be coordinated with the Police Department to ensure consistent messaging and to explore further opportunities to coordinate with enforcement efforts.

Customers will also have an opportunity to appeal citations. Written appeals may be mailed/emailed to the Town Clerk’s office at Town Hall (PO Box 750, Erie CO 80516 or 645 Holbrook Street Erie, CO 80516) providing justification for why the citation should be appealed. An email address may also be set up for correspondence. Reasons for appeal may include:

- The citation mistakenly included the wrong address.
- New resident has moved into a house that had received multiple previous citations through no fault of the new resident.
- Resident irrigates with water from a well of another service provider (Left Hand Water District).
- Resident is establishing new sod where frequent irrigation is necessary for establishment and has been approved for a temporary exemption.

For certain exceptions, signage may be provided by the Town for posting on the irrigated area informing others of why the exception exists for established water restrictions.



## 8.4 Revenue Implications and a Financial Budgeting Plan

A reduction in customer water use during periods of droughts and shortages also reduces water sales and consequently could result in a revenue shortfall for the utility. Increased costs associated with implementation of the drought and shortage response, Community Water Resiliency Campaign, and enforcement could further intensify the shortfall. At the onset of a declaration, the Public Works Department will work with the Finance Department in estimating the costs necessary to implement the response and potential revenue shortfalls. If necessary, the Public Works Department will request supplemental appropriations from the Town Board for additional funding.

In addition, Erie plans to seek available financial drought-related assistance (e.g., public drought-related loans, grants, etc.) in a “Watch”, “Severe”, or “Emergency” stage. Also, the shortage response calls for the consideration of a temporary shortage surcharge which would be applied to the utility bills that would be approved by the Town Board. The main objective of the surcharge is to provide additional financial incentive to save water; however, as a secondary benefit, the surcharge could also be used to help compensate for reduced water sales and increased response costs.

## 8.5 Monitoring of Response

The monitoring of Erie’s mitigation, climatic monitoring data, and shortage response is important to ensuring Erie’s success in preparing and responding to drought and shortages. The following data will be collected by the Public Works Department on an annual basis. This information provides a useful inventory of data that can be used to inform future drought and shortage planning along with long-term water supply planning efforts.

- Index and indicators – The drought index will be recorded on an annual basis (e.g., index calculated in November, March, April, and May) including the specific parameters needed to develop the drought index (see equation in Section 4). Information on the other indicators provided in Section 4 will also be recorded in addition to changes in CBT policy/operations, infrastructure repairs, or modifications that affect supply delivery, etc.
- Customer water demands – The Water Efficiency Plan provides a set of demand monitoring data to record on an annual basis.
- Drought mitigation measures – Status of the mitigation activities and documentation of other relevant factors that could be useful for future planning efforts.

Shortly following a shortage declaration, the Public Works Department, in coordination with the Response Team, will develop a report documenting the following items. These monitoring data provide a means to assess the effectiveness of this Plan and make beneficial adjustments for future water shortage response efforts.



- Water use and targets – Discussion and data supporting whether water use reductions corresponded to the response and how the present year’s demands compare to previous non-drought years. This should include Parks and Recreation irrigation data as well as water use by the community.
- Community - Community perceptions and behavioral changes made in response to the Community Water Resiliency Campaign and shortage response. This includes documentation of public comments on the response given at public/Town meetings and through phone calls and electronic correspondence. Formal public surveys may also be used to gather public input.
- Administrative data on the response – This includes the amount of citations delivered to customers, summary of shortage-related calls received via a hotline, specific response measures that were enacted and enforced, etc.
- Lessons learned – Any issues, challenges, and concerns that arose during implementation of the response measures, enforcement, and the Community Water Resiliency Campaign.



## 9.0 Plan Adoption and Updates

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### 9.1 Community Engagement and Public Review Process

Erie held a 30–day public review period from March 15 to April 15, 2021 to obtain feedback on this Plan as well as the Water Efficiency Plan. The plans were posted online where members of the public were able to review the plans and post comments. Additionally, Erie used a variety of methods to educate the community about the plans and receive public input. The outreach was conducted digitally during the 2020/2021 COVID pandemic and therefore, outreach and education was developed to accommodate safe distancing. These methods are highlighted in the bullets below.

- Announcements on the plan review process and the opportunity to provide comments were made through the following avenues during the public review period:
  - Customer water bills;
  - Social media outreach;
  - Letters and personal correspondence with commercial businesses and public and private schools; and
  - Personal correspondence with partners encouraging them to review the plans (e.g., Northern Water, Resource Central, registrants of the Green Business and HOA Program, Town’s O.N.E. group, Town Advisory Boards, and the Sustainability listserv).
- A questionnaire asking for specific feedback on water efficiency and drought and water shortage response was distributed to members on the Town’s community advisory boards during the public review period.
- A special study session was held during the public review period with stakeholders providing background on the plans, a panel session, and an opportunity for participants to ask questions.
- A community member from the Erie Open Space and Trails Advisory Board was included on the Planning Committee during the Plan development.
- A video session was held with Northern Water to discuss the resiliency of the CBT and Windy Gap water supply systems, the recent wildfires, Northern Water’s response to drought, and its efforts in promoting water efficiency.

### 9.2 Plan Adoption or Promulgation

Resolution 21-081 was passed on June 8, 2021, adopting the Town of Erie’s Drought and Water Supply Shortage. Each Board member had the opportunity to review the Plan and comment prior to finalization of the Plan and formal approval. No additional regulatory codes were needed to as of a result of this Plan update. As a component of the Water Efficiency Plan, the Town plans to update its Water Waste Municipal Code 8-1-11 which will provide congruent priorities with this Plan as well as additional clarification on water waste.

Erie currently does not have any official agreements with other entities related to drought mitigation or response. Erie will consider entering future agreements if such agreement(s) provide Erie with drought mitigation and/or response benefits.

### 9.3 Periodic Review and Update

Erie’s Drought Management Plan will be updated every seven years. The next update is scheduled for 2028. The new plan will incorporate information from the annual monitoring reports discussed in Section 8.5.



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## Appendix A – Summary of Public Comments

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This appendix provides the comments collected during Erie’s 30-day public review period of the document. Section 9.1 provides additional information on the community engagement process.



Table A.1: Public Comments on Erie’s Drought and Water Supply Management Plan

Comments	Reponses
<p>In the first paragraph on page 6 of the drought plan under ‘Water Shortage, Monitoring, Declaration, and Response’, it says that the drought index is calculated as the ratio of Erie’s projected demand to supply. Should that be the other way around (supply/demand)?</p>	<p>Yes, good catch. This has been corrected.</p>
<p>1. Rather than home visits, mandatory audits, fines, asking neighbors to snitch on each other, and threats of turning off water for high users during drought conditions, just charge exorbitantly for everything above the allotted usage. That will encourage self-interested cooperation, rather than inciting anger and resentment toward the town for authoritarian and intrusive measures. Especially, encouraging neighbors snitch on one another will cause nothing but bad blood between neighbors. Why on earth would you take that despicable approach?                  2. How are citizens notified of severe or emergency drought conditions and what the ‘rules’ are for those conditions? Given Erie’s deplorable lack of communication with it’s citizens, this is a recipe for disaster.</p>	<p>Thank you for engaging with the Town on these matters. Let me try and answer these questions, but please feel free to email me directly at tkesler@erieco.gov for a more detailed discussion. 1. The approach for municipalities soliciting help through neighborhood watches with water waste is an industry norm and one that most municipalities already have implemented in our area. More details on the Town’s existing Water Waste Municipal Code 8-1-11 can be found here:  <a href="https://library.municode.com/co/erie/codes/code_of_ordinances?nodeId=TIT8WAWA_CH1WAUSSE">https://library.municode.com/co/erie/codes/code_of_ordinances?nodeId=TIT8WAWA_CH1WAUSSE</a> 2. The communications process is outlined in detail within the Plan.</p>
<p>Shame on you for suggesting that neighbors should snitch on neighbors regarding water use. This is not only detrimental to neighborhood goodwill but can create anger and violent reactions. Why mention this when you can obviously determine individual residence water use yourselves. According to your statement water requirements of the 35,000 Eriens are currently satisfied, but the plans to double town residents may change that. If you cannot guarantee sufficient water resources to new residents, I suggest you immediately call a halt to building new housing units and place a moratorium on town growth. Anything less would be highly irresponsible.</p>	<p>Thank you for engaging with comments and a question. The Town has sufficient water for the anticipated future buildout and also for providing redundancy options should our water supply continue to be impacted by climate change or natural disasters. If details for sufficient water supply aren’t able to be located in the Plans, please feel free to email me directly at tkesler@erieco.gov for a more detailed discussion if you would prefer.</p>



Comments	Reponses
<p>The town has each resident's minute by minute water usage available at their fingertips, so has no need of encouraging neighbors to snitch on one another to gain water usage information except as a means of increasing distrust, antagonism and fear between neighbors. Intimidating residents with the knowledge that they are being watched by people who should be their community and will be reported by them to state authorities for breaking the rules is a tactic of an authoritarian government, yet is, of course, quite efficacious to get people to obey out of fear. So, of course this is an industry norm under the current globalist regime which is gobbling our freedoms with each passing day. War is Peace,</p> <p>Freedom is Slavery,</p> <p>Ignorance is Strength and encouraging neighbors to snitch on one another is 'soliciting help'. Sorry sir, but however you sugarcoat it, this is a despicable practice, no matter how many other towns are doing it. I read the communications plan and don't remember seeing how the residents would be informed of the reprisals for over-use of water during drought conditions, only how they would be notified of the conditions themselves and what their water restrictions are at each level. Perhaps I missed this.? The documents were long...</p> <p>I notice you didn't respond to my comment about the fact that Erie's approach to gaining the cooperation of its citizens is controlling and punitive. But, this approach is part and parcel of the current political climate, I suppose.</p>	<p>Efficiency and responsible stewardship are important components of Erie's water management strategy. As competition and costs for water supplies increase coupled with the uncertainty of climate change and influx of new Erie residents; water efficiency is a critical component to maintaining a resilient, sustainable, and a thriving community. Erie has a long history of water efficiency and conservation practices and continues to explore innovative strategies to promote water efficiency and eliminate water waste (see Municipal Code 8-1-11). The Town prioritizes robust community engagement at every level, including reporting of illegal activities, illicit discharge, and water waste.</p>



Comments	Reponses
<ol style="list-style-type: none"> <li>1. Please provide information about the federal/state conditions of the grant that allowed the obviously expensive documents to be produced by consultants. There are always strings attached to government grants.</li> <li>2. Population growth in Erie benefits the individuals governing the town and state (more income money to manage which equals more power), but not the current citizens of Erie. We don't want any more growth.</li> <li>3. Zero growth would solve all future water shortage issues.</li> <li>4. The mayor and certain trustees have sneered at the people of Weld county engaged in agriculture, essentially calling them hicks in various news articles. Yet, retaining Weld agriculture is FAR more important than residential growth or maintaining the golf course, town properties and parks.</li> <li>5. Achieving a 10% reduction in water use is arbitrary, and we the people did not agree to it, nor do we accept it unless we understand exactly what it will mean for us individually.</li> <li>6. Education, NOT repressive regulation, is the way to engage citizens.</li> <li>7. Smart meters are a health hazard and the town needs to allow citizens who are aware of these hazards to have analog meters installed instead. Additionally, they invade the privacy of citizens. Many communities around the country that have installed smart meters allow this substitution at a cost to the individual homeowners, to cover costs of the analog meter and monthly meter readers.</li> <li>8. Smart irrigation devices make the home owner vulnerable to hacking and dangerous radiation. We would never use these by choice.</li> <li>9. Threatening to terminate water services due to a leak that hasn't been fixed is draconian, authoritarian, and probably illegal.</li> <li>10. What on earth do diversity, equity and inclusion have to do with water conservation education? This was obviously included to be 'politically correct' but comes off as absurd.</li> <li>11. The plan to 'educate' school students about water conservation, who will then in turn 'educate' their parents is an example of undermining the family hierarchy and family values. Parents should be the ones educating their children, not the reverse.</li> <li>12. The supposed quarterly sustainability newsletter has never once made it to our mailbox.</li> </ol>	<p>Thank you for engaging with comments and questions. Let me try and answer some of your questions, but please feel free to email me directly at <a href="mailto:tksler@erieco.gov">tksler@erieco.gov</a> for a more detailed discussion if you would prefer - I'm happy to help.</p> <p>1. Thank you for your request. The Town can provide documentation for the CWCB Grant (state) should you file a CORA request. Directions on how to complete said request can be found here: <a href="https://www.erieco.gov/400/Records-Request7">https://www.erieco.gov/400/Records-Request7</a>. Town staff, neighboring municipalities, nor local/regional/national/international experts have found public health dangers in correlation to smart water meters. Please email any findings that we may have missed to me directly as our primary focus is on the public health, safety, and welfare of our neighbors and citizens.</p> <p>10. The Town of Erie is committed to equity and inclusion and welcomes diversity. It is recognized that communities and workplaces are strengthened by diversity and that more inclusive conservation efforts are necessary to ensure lasting and equitable outcomes. Biases and disparities disproportionately burden communities of color, indigenous communities, and low-income communities with legacies of environmental damage and on-going harm that limit their access to healthy, life-sustaining waters. It is also understood that these disparities can impact who has access to healthy land and water. For these reasons, our staff and board are committed to making meaningful efforts in all the work we do so that all voices are included, heard, and can benefit from Erie's programs and services equally. Just as biodiversity strengthens natural systems, water protection and conservation work is made stronger by the contributions, experiences, perspectives, and values of all different peoples within the community. For more information regarding diversity, equity, and inclusivity work within the Town of Erie, please engage with the Town's newly formed DE&amp;I Advisory Board. More information can be found here: <a href="https://www.erieco.gov/1766/Diversity-Equity-and-Inclusion-Advisory-Again">https://www.erieco.gov/1766/Diversity-Equity-and-Inclusion-Advisory-Again</a>, thank you for your contribution in making these plans a successful endeavor for the Town.</p>



Comments	Reponses
<p>Thank you for your link to the process to file for a copy of the CWCB grant. Of course it would have been easier if you could have just told me what the town of Erie owes the government in exchange for the grant. But, I'll go through the process to obtain the CWCB grant and wade through it to find the information for myself. Regarding the dangers of smart meters, I can only assume that the town either did no research, or ignored existing research showing the dangers of smart meters. A one minute internet search resulted in a wealth of scientific studies that have been conducted on the subject which clearly show adverse health impacts. See <a href="https://bioinitiative.org/table-of-contents/">https://bioinitiative.org/table-of-contents/</a> for one example. Checking my water usage on the national monitoring tool which Erie uses, I can easily see that my water usage is available by the minute, which means the meter is in constant electromagnetic contact with a server somewhere, probably where my personal minute-by-minute usage is stored in perpetuity. So, not only are all residents being exposed to dangerous radiation, but also our privacy is being invaded.</p> <p>Thank you for your politically correct response to my comments regarding the inclusion of the standard diversity and inclusion statement now being made in all state controlled documents. You failed to address the crux of the issue... population growth only increases water demand issues and rationing during naturally occurring drought cycles. Even if the town is able to mitigate the problems as you describe, why would we put ourselves into that precarious situation when all we have to do is halt growth? But, I suppose Erie's forced growth is part of the government's front range mega-region plan, so the will of the citizens is irrelevant.</p>	<p>I appreciate your concerns. If you could contact me directly, we can set up some time to talk through and answer some of your questions that require a much longer and nuanced conversation than this platform allows. Thank you again for engaging with our Water Planning process.</p>
<p>Shame on you for suggesting that neighbors should snitch on neighbors regarding water use. This is not only detrimental to neighborhood goodwill but can create anger and violent reactions. Why mention this when you can obviously determine individual residence water use yourselves. According to your statement water requirements of the 35,000 Eriens are currently satisfied, but the plans to double town residents may change that. If you cannot guarantee sufficient water resources to new residents, I suggest you immediately call a halt to building new housing units and place a moratorium on town growth. Anything less would be highly irresponsible.</p>	<p>Thank you for engaging with comments and a question. The Town has sufficient water for the anticipated future buildout and also for providing redundancy options should our water supply continue to be impacted by climate change or natural disasters. If details for sufficient water supply aren't able to be located in the Plans, please feel free to email me directly at <a href="mailto:tkesler@erieco.gov">tkesler@erieco.gov</a> for a more detailed discussion if you would prefer.</p>



Comments	Reponses
<p>What does the verbiage mean in Table E-1 Summary of Water Efficiency Activities, under Regulations and Ordinances, "Require documentation of outdoor water demands on residential parcel basis"? Please explain in detail.</p>	<p>Thank you for your question and great catch! This was actually a remnant of the discussion we had during the planning process about documenting outdoor water demands via the water dedication requirement process at the development stage. We decided to eliminate this measure but we had forgotten to take this out of the Executive Summary. This will be deleted in the final plan. I'm glad you saw this and let us know - thank you!</p>
<p>You recently changed the rate structure to charge heavy water users more money - that is incentive enough for most people to use less. If you want to be scientific, only change one variable and see what the results are over time. Spying on citizens to try to tighten up usage is not the answer. I was not asked if I wanted a smart meter or if I wanted my privacy invaded by the data it provides you. If there is a drought, ask the good people of Erie to reduce lawn watering. If someone is having trouble getting their leak fixed, don't shut off their water - unless they ask you to. They're probably stressed enough with the leak and don't need you cutting off the most basic of utilities. Please answer my question of April 9th, regarding the verbiage in Table E-1 Summary of Water Efficiency Activities, under Regulations and Ordinances, "Require documentation of outdoor water demands on residential parcel basis" - what does that mean, specifically? And, yes, stay out of our schools. If you don't think the parents of Erie are intelligent and engaged enough to teach our children stewardship, then I'm insulted. We don't need school time distracted by the government teaching values that should be imparted at home. A better venue would be a tent at town events to offer education, not impose it.</p>	<p>Smart meters are becoming the industry standard and provide customer benefits. Customers are able to download the EyeOnWater app which enables them to track their own water use. Research has shown that the more aware customers are of their water use, the less water they use. Also, this technology enables leaks to be identified shortly after the onset of the leak, providing significant cost savings to the customer whom can fix the leak promptly avoiding a high water bill.</p>
<p>If we are going to measure the water usage of one house to another all houses, old and new, must have a water meter. No more residences with no meter and a flat monthly bill. This is a common problem in a number of significant cities much less small towns.</p>	<p>All residences who purchase water from Erie are equipped with a water meter (see Municipal Code 8-1-13) and are billed using Erie's tiered rate structure. Find Erie's tiered rate structure here: <a href="https://www.erieco.gov/1021/Water-Service-Monthly-Volume-Charges">https://www.erieco.gov/1021/Water-Service-Monthly-Volume-Charges</a></p>
<p>As recently as a year ago the town of Erie said the population max was set for 42,000. We also knew that many mayors ago a contract was completed to make sure Erie would have sufficient water for 42,000. The citizens were shocked when 72,000+ was mentioned at the Charrette meeting. This increase was not approved by the voters as well as the new water shortage that will occur.</p>	<p>The Town has sufficient water for the anticipated future buildout and also for providing redundancy options should our water supply continue to be impacted by climate change or natural disasters. If details for sufficient water supply aren't able to be located in the Plans, please feel free to email me directly at <a href="mailto:tkesler@erieco.gov">tkesler@erieco.gov</a> for a more detailed discussion.</p>



Comments	Reponses
<p>The price of water in Erie is 4 fold greater than near by communities. The predominant part of this cost is not water but rather financing for the excessive expansion of Erie. Millions are being poured into the plan. When if ever will our water prices be in line with our neighboring communities?</p>	<p>Diverting water from the western slope to the Front Range is a very lengthy, complex, and expensive process. Water is governed in Colorado by the Prior Appropriation Doctrine – or as it’s known in shorthand, “first in time, first in right.” Older cities typically hold senior water rights and younger cities typically have junior rights; Erie is among the latter group, which means our raw water costs are often higher than some of our neighbors.</p> <p>But youth has its advantages too. For instance, in Colorado and nationwide, many utilities are grappling with funding the expensive prospect of replacing aging infrastructure. Fortunately, as Erie is a younger community, our water customers enjoy the benefits of our modern, efficient infrastructure. To read more about and view the 2020 Rate Study, please visit:  <a href="https://www.erieco.gov/Faq.aspx?QID=272">https://www.erieco.gov/Faq.aspx?QID=272</a></p>
<p>I find it interesting that you want neighbors reporting on neighbors water usage. The meters should be enough without destroying neighborhoods. A year ago I observed water being taken from our hydrants by the freeway. I reported it to 3 different town employees and nothing was done for over a year.</p>	<p>The approach for municipalities soliciting help through neighborhood watches with water waste is an industry norm and one that most municipalities already have implemented in our area.</p>
<p>How much water is being used (or wasted) with the many building projects. Communities on top of communities with tons of water used in the process. How much does this account for the water usage today.</p>	<p>The amount of water necessary for new development significantly varies depending on the nature of the development plan and measures used to conserve water. The Town is actively engaged in developing in a sustainable manner by integrating water efficiency into landuse planning and future development. These actions are outlined in the Water Efficiency Plan.</p>
<p>It seems clear that there needs to be a community meeting in person to review the plans and provide for an interactive exchange of information. This is required under Colorado meeting laws. The number of people commenting on this exchange clearly shows the community has not been correctly informed nor is able to comment.</p>	<p>The public review process is outlined in Section 7.1 of the Water Efficiency Plan and Section 9.1 of the Drought and Water Shortage Response Plan. This process met the requirements of the State. An in-person meeting was not held due to the COVID pandemic.</p>



Comments	Reponses
<p>I have tried before to find out how the revenue from water was spent and how much was collected annually. I was only burdened with the whole budget for the town which was only a smoke screen from the town because they knew I wouldn't be able to pull all the data. I researched the charges for water for surrounding communities and discovered that Erie residents pay on average close to 50% more than surrounding communities and they raised the rates for Erie again this year. This is a political game driven by personal wishes. We are being ripped off and have been for years. The supposed goal is to save water in ten years. Stop giving out building permits like candy at Halloween and you instantly start saving water!,</p>	<p>There are various costs included in one's utility bill each month. All municipalities have similar, but different costs, financing structures, and infrastructure cost associated with each line item. Your utility bill in Erie includes charges for water, wastewater, and stormwater drainage services. The rates you pay on your utility bill cover the costs to provide these three services to you. Customers are charged for water service through a fixed service charge and a tiered volume charge. The fixed service charge covers billing costs and customer costs such as field service crews, meter replacement, and repair. The tiered volume charge recovers the cost to collect, treat, and distribute water, as well as fire protection. Water is charged on an actual basis and typically fluctuates each month.</p> <p>Customers are charged for wastewater service through a fixed service charge determined by your average winter usage for December, January, and February. We do this because typically, all water used is used indoors in these months, so it is a reasonable estimation of your wastewater service needs. Wastewater charges are consistent month-to-month after being updated annually.</p> <p>Customers are charged for stormwater drainage through a fixed monthly charge. To learn more about the Town's Utility Billing, please visit:  <a href="https://www.erieco.gov/Faq.aspx?QID=272">https://www.erieco.gov/Faq.aspx?QID=272</a></p>



Comments	Reponses
<p>My HOA terrorizes us homeowners with nasty letters and threats, for less than perfectly green lawns, forcing us to continue dumping more and more water in an effort to satisfy them. We are spending hundreds of dollars a month in the warmer months trying to keep out of trouble. It is an absurd situation and a huge waste of resources. Perhaps the amount of grass per building site should be mandated and limited. Zeroscape much of it and give the children and pets a smaller place to play. The way things are now is not sustainable!</p>	<p>On March 7th 2019, Colorado House Bill 19-1050, which encourages the use of xeriscape in common interest communities was signed and enacted into law by the Colorado Legislature.</p> <p>The bill expands section 38-33.3-106.5 of the Colorado Common Interest Ownership Act (CCIOA) which allows unit owners to use xeriscape or drought- tolerant vegetative landscapes to property for which a unit owner is responsible for, including limited common elements or property owned by the unit owner.</p> <p>Note that associations may adopt and enforce design, aesthetic guidelines or rules on drought-tolerant vegetative landscapes or regulate the type, number, and placement of drought-tolerant plantings that may be installed on the unit owner's property or on a limited common element or other property.</p> <p>The bill further extends and amends section 37-60-126 of the Colorado Revised Statutes by prohibiting any restrictive covenants, rules or regulations that limit the installation or use drought-tolerant vegetative landscapes or that requires cultivated vegetation to consist wholly or partially of turf grass, and deems those covenants, rules or regulations as contrary to public policy.</p> <p>The Town provides developers with Residential use category design standards for in Municipal Code 10-6-7 which specifies the minimum to which a developer must meet these standards. The Town is beginning a Comprehensive Plan update in 2021 to be adopted in 2022 which will envision more detailed water and land use decision-making and strategies the Town can provide to HOAs and homeowners to continue using water most efficiently.</p>



# Appendix B – Resolution Adopting Plan

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**Town of Erie  
Resolution No. 21-081**

**A Resolution of the Board of Trustees of the Town of Erie Adopting an Updated Water Efficiency Plan and an Updated Drought and Water Supply Shortage Plan**

**Whereas,** Colorado’s Water Conservation Act of 2004 requires that the Town have a state approved water efficiency plan;

**Whereas,** water efficiency planning, drought planning, and water supply reliability planning in relation to land use decisions are interrelated and are required by the state to be examined in an integrated manner during plan updates;

**Whereas,** water efficiency planning is necessary to plan for the Town’s long-term water supply needs and account for current and future costs, population growth, and a changing climate;

**Whereas,** the Town entered in an Agreement for Services with INTERA to update the Town’s Water Efficiency Plan and the Town’s Drought and Water Supply Shortage Plan; and

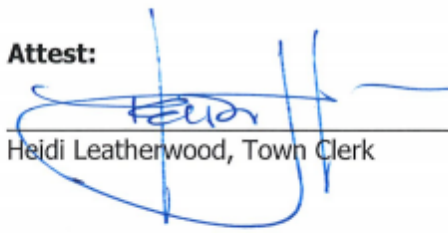
**Whereas,** the Board of Trustees finds that it is in the best interest of the Town and the public health, safety and welfare to adopt the updated Water Efficiency Plan and the updated Drought and Water Supply Shortage Plan.

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

Section 1. The Board of Trustees hereby adopts the update Water Efficiency Plan and the updated Drought and Water Supply Shortage Plan, both in the form attached hereto.

**Adopted this 8<sup>th</sup> day of June, 2021.**

**Attest:**

  
Heidi Leatherwood, Town Clerk

  
Jennifer Carroll, Mayor





# Stage 2 Drought Declaration

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Erie Town Council

May 12, 2026

Dylan King, Sustainability & Water Conservation Specialist II

Eryka Thorley, Sustainability Manager



# Agenda

1. Drought Response To Date
2. Drought and Water Supply Shortage Plan
3. Drought Stage 2 Response Measures
4. Questions

# Drought Response

- Water Shortage Emergency declared 3/20/2026
- Ongoing snow-drought and record high temperatures
- Recommended 2-day-a-week watering schedule in early April

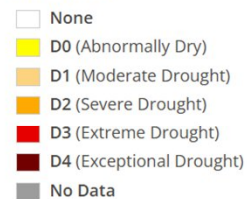
## Colorado

[Home](#) / Colorado

Map released: Thurs. May 7, 2026

Data valid: May 5, 2026 at 8 a.m. EDT

### Intensity



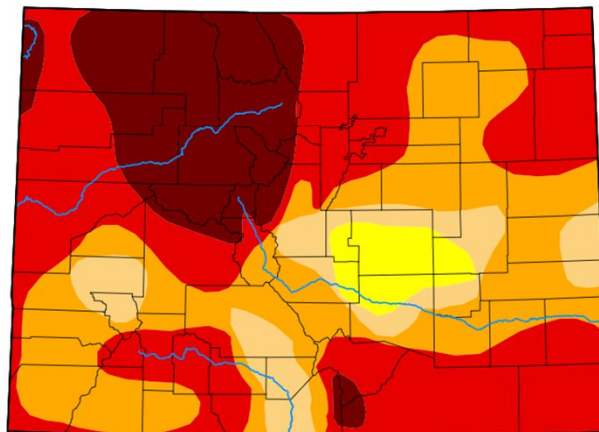
### Authors

United States and Puerto Rico Author(s):

[Adam Allgood](#), NOAA/NWS/NCEP/CPC

Pacific Islands and Virgin Islands Author(s):

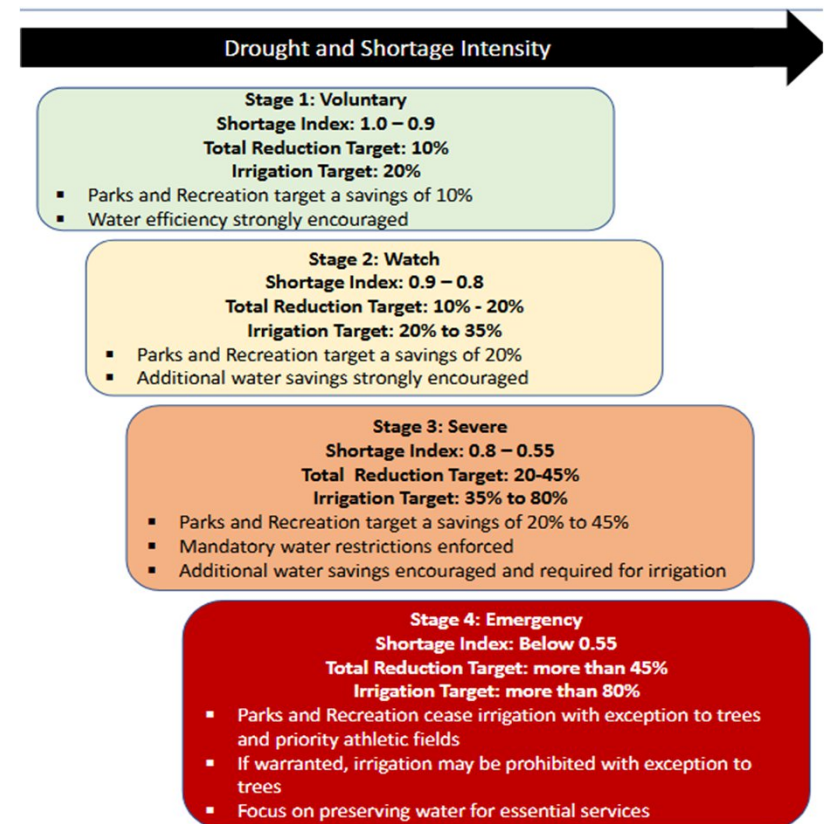
[Lindsay Johnson](#), National Drought Mitigation Center





# Drought and Water Supply Shortage Plan

- Dynamic plan protecting water reliability through response measures.
- Stage 2 calls for increased conservation measures & outdoor irrigation reductions.
- Formation of staff-led drought response task force for ongoing monitoring.





## Stage 2 Actions

- Active Turf Recreation: Park zones that are heavily used - programmed athletic events and spaces rented by the community.
  - Target 20% savings relative to historical irrigation.
- High Residential Water Users: Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Encourage free water audits.
- Large public irrigators: Colorado National Golf Club, school districts, landscapers, and HOAs – Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.
- Turf grass (residents, businesses, HOAs, and schools) – Voluntary. Eliminate waste with additional water savings encouraged. Watering should not exceed two times per week and only occur from 8 p.m. to 8 a.m. per Water Waste code.



## Stage 2 Actions Cont.

### Commercial:

- Car washes without recycled water – Voluntary. Promote and apply best management practices to save water.
- Car washes with recycled water – Voluntary. Promote best management practices to save water.
- Construction water – Encourage efficient use of construction water.



## Two Day Watering Schedule

- Even Addresses: Monday & Thursday
- Odd Addresses: Tuesday & Friday
- Optional third day if needed
  - Even: Saturday
  - Odd: Sunday
- Third day necessity to be determined by town staff reviewing previous and future temperature and precipitation forecasts.
- 2-day-a-week watering schedules are common practice across the front range



## Regional Context

- Many front range communities use this watering schedule. Some enforce it during times of drought.
- Erie staff participate in regional drought conversations through organizations like Northern Water, Colorado Water Conservation Board, Colorado WaterWise and others.
- These groups are developing and encouraging regional collaboration through outreach campaigns and aligned messaging.



# Questions & Discussion

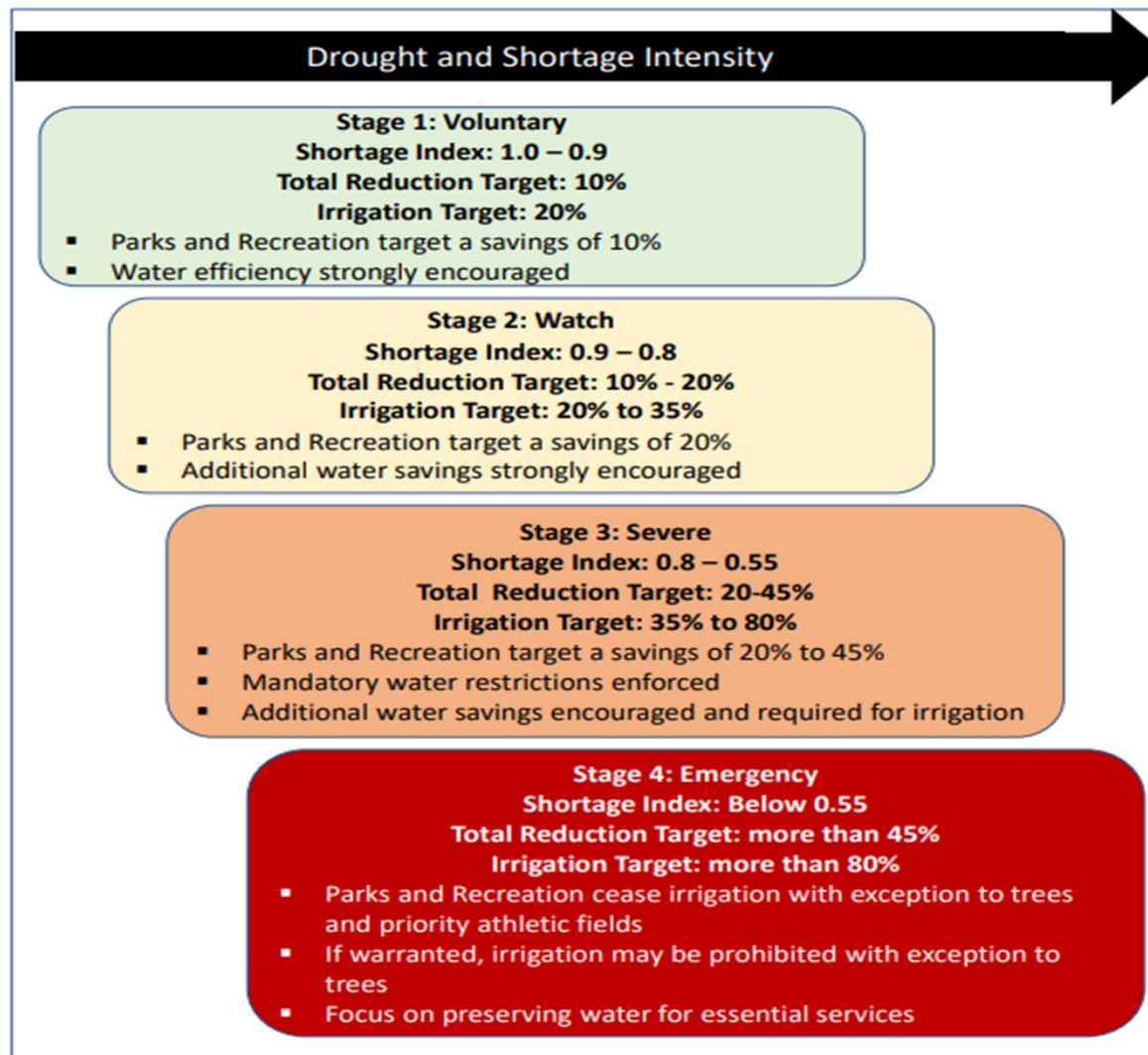


Figure E-3: Drought Stages, Trigger Guidelines, and Demand Reduction Targets



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
Utilize existing emergency interconnects with Lafayette and Left Hand Water District, if needed.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.
<b>Actions for Consideration</b>				
Use reuse water to preserve key landscape features under severe and emergency droughts.	n/a	n/a	Use reuse water to preserve key landscape features. (In areas not accessible by the non-potable distribution system, hauling of reuse water to key features may be needed).	Where circumstances allow, use reuse water to preserve key landscape features. (In areas not accessible by the non-potable distribution system, hauling of reuse water to key features may be needed).
Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards.	n/a	n/a	Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards. <sup>4</sup>	Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards. <sup>4</sup>



Table E-2: Demand-Side Response Measures

Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
TOWN: Active Turf Recreation (Park zones that are heavily used. This includes regular programmed athletic events and spaces rented by the community). <sup>5,6</sup>	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 35% savings relative to historical irrigation. Maintain athletic fields to level needed to ensure safety.	Watering limited to certain athletic fields. Athletic events may still be held on these fields at a reduced schedule.
TOWN: Passive Turf Recreation (Park zones of moderate use. Includes areas where the community recreates on an informal basis without a programmed schedule) <sup>5,6</sup>	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 45% savings relative to historical irrigation. Irrigate enough to ensure survival.	Watering prohibited.
TOWN: Irrigated Native and Grasses (Parks, medians, and open space zones with little foot traffic). <sup>5,6</sup>	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 45% savings relative to historical irrigation. Irrigation may be prohibited in certain areas. Decisions on what areas to maintain vs irrigate will be based on how to best minimize asset losses.	Watering prohibited.



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
TOWN: Town Facilities (Turf grass on Town facilities). <sup>5,6</sup>	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 45% savings relative to historical irrigation. Irrigate enough to ensure survival. Signs may be posted on dormant grass to educate community that the grass is dormant and can be revived once restrictions are over.	Watering prohibited.
TOWN: Shrubs and Perennial Plantings (Zones in Parks, Town facilities and medians). <sup>5,6</sup>	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 30% savings relative to historical irrigation. Maintain irrigation to ensure survival.	Watering prohibited. Key shrubs may be watered just enough to ensure survival. Sprinkler system prohibited.
TOWN: Annual Plantings.	n/a	n/a	No irrigated annual plantings. Signs may be posted promoting need to save water.	Annual plantings prohibited. Signs may be posted promoting need to save water.
TOWN: Hydrants.	n/a	n/a	Reduce frequency of flushing while maintaining water quality.	Reduce frequency of flushing while maintaining water quality.
TOWN: Fleet vehicles (Including police vehicles).	Reduce washing frequency.	Limit washing to once per week.	No washing of fleet vehicles.	No washing of fleet vehicles.
TOWN: Ornamental fountains in parks and splash pad.	n/a	Ornamental fountains in parks are turned off and splash pads are turned off between 7 p.m. and 4 p.m. to avoid high evaporation during the day.	Ornamental fountains in parks and splash pads are turned off.	Ornamental fountains in parks and splash pads are turned off.
TOWN: Water efficiency activities that promote savings during a shortage.	Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct	Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if	Increase public outreach through water efficiency programs. Such program may include: EyeOnWater, Green Business & HOA Certification program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if	Increase public outreach through water efficiency programs. Such programs may include: indoor water audit and working with high water users.



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
	installs, turf replacement program (if applicable), indoor water audits, and working with high water users.	applicable), indoor water audits, and working with high water users.	applicable), indoor water audits, and working with high water users.	
TOWN: Drought surcharge.	n/a	n/a	Consider drought surcharge.	Consider drought surcharge.
TOWN, RESIDENTIAL and COMMERCIAL: Trees (All irrigated trees within Erie's service area).	Voluntary Promote and apply best management practices to ensure efficient irrigation.	Voluntary Limit watering to hand-held hose or low-volume non spray on any day from 8 p.m. to 8 a.m.	Mandatory In areas where not irrigated with sprinkler system, limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m.	Mandatory Limit watering to just enough to ensure survival. Use hand-held hose or low-volume non spray from 8 p.m. to 8 a.m.
TOWN, RESIDENTIAL and COMMERCIAL: Indoor use.	n/a	Voluntary Public campaign encourages reductions.	Voluntary Public campaign encourages reductions.	Mandatory Public campaign encourages reductions. Fines/flow restrictors may be applied to abnormally high users.
TOWN AND RESIDENTIAL: High residential water users.	Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Encourage free water audits.	Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Encourage free water audits.	Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Require free water audit and implementation of recommendations if water use remains at Tier 3 or 4 levels.	If applicable, provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Require free water audits and implementation of recommendations if water use remains at Tier 3 or 4 levels.
TOWN and COMMERCIAL: Large public irrigators (Colorado National Golf Club, school districts, landscapers, HOAs).	Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.	Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.	Coordinate with large public water users to optimize water efficiency and discuss impacts associated with mandatory restrictions.	If applicable, coordinate with large public water users to optimize water efficiency and discuss impacts associated with mandatory restrictions.
RESIDENTIAL & COMMERCIAL: Turf grass	Voluntary Eliminate waste with additional water savings encouraged. Watering should not exceed three times per week and only	Voluntary Eliminate waste. Additional water savings encouraged. Watering should not exceed two times per week and only occur from 8 p.m. to 8 a.m. per	Mandatory Eliminate waste and additional savings required. Watering should not exceed two times per week from 8 p.m. to 8 a.m. per Water Waste code.	Mandatory to Prohibit If allowed, watering should not exceed once per week from 8 p.m. to 8 a.m. per Water Waste code. Exceptions to timing may be made for those



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
(residents, businesses, HOAs, and schools). <sup>7</sup>	occur from 8 p.m. to 8 a.m. per Municipal Code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.	Water Waste code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.	Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.	with large areas of irrigated turf or not on automated systems.
RESIDENTIAL & COMMERCIAL: Shrubs, perennials, vegetable gardens (residents, businesses, HOAs, and schools)..	Voluntary Apply best management practices to water efficiently.	Voluntary Limit watering to hand-held hose or low-volume non spray on any day from 8 p.m. to 8 a.m.	Mandatory Limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.	Mandatory to Prohibit If allowed limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.
RESIDENTIAL & COMMERCIAL: New seed and sod (residents, businesses, HOAs, and schools)..	n/a	n/a	Mandatory Residents may apply for waiver to irrigate every day to establish vegetation for two-week period. Resident will receive signage from Town to post in front lawn explaining why exempted from restrictions.	Mandatory to Prohibit If allowed, residents may apply for waiver to irrigate every day to establish vegetation for two-week period. Resident will receive signage from Town to post in front lawn explaining why exempted from restrictions.
RESIDENTIAL & COMMERCIAL: New plantings including trees, shrubs, perennials (residents, businesses, HOAs, and schools).	n/a	n/a	Mandatory Limit watering to hand-held hose or low-volume non spray from 8 p.m. to 8 a.m.	Mandatory to Prohibit If allowed limit watering to hand-held hose or low-volume non spray from 8 p.m. to 8 a.m. Consider prohibiting new plantings if irrigation throughout community is prohibited. Special cases may be made for establishment of low water use vegetation.



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
RESIDENTIAL & COMMERCIAL: Street, sidewalk, driveway, house/auxiliary structure cleaning and misting devices.	Voluntary Reduce/eliminate use of water for cleaning. Alternative cleaning methods encouraged.	Voluntary Reduce/eliminate use of water for cleaning. Alternative cleaning methods encouraged.	Prohibit Use of water for outdoor cleaning purposes is prohibited.	Prohibit Use of water for outdoor cleaning purposes is prohibited.
RESIDENTIAL & COMMERCIAL: Ornamental fountains.	n/a	Voluntary Shut off ornamental fountains.	Mandatory Shut off ornamental fountains. Special cases may be made for ponds containing fish or used for food production purposes.	Mandatory Shut off ornamental fountains. Special cases may be made for ponds containing fish or used for food production purposes.
RESIDENTIAL & COMMERCIAL: Private and public pools and hot tubs.	Voluntary Encourage use of covers & minimize filling.	Voluntary Encourage use of covers & minimize filling.	Voluntary Encourage use of covers & minimize filling.	Mandatory Require use of covers and minimize filling. Public works may coordinate filling events of public pools and hot tubs.
RESIDENTIAL & COMMERCIAL: Private car washing.	n/a	Encourage use of commercial car washes that use recycled water.	Consider prohibiting private car washing. Encourage use of commercial car washes that use recycled water.	Prohibit private car washing.
COMMERCIAL: Car washes without recycling.	Voluntary Promote best management practices to save water.	Voluntary Promote best management practices to save water.	Mandatory Must meet a standard of 40 gallons or less per vehicle.	Prohibit operations.
COMMERCIAL: Car washes with recycled water.	Voluntary Promote best management practices to save water.	Voluntary Promote best management practices to save water.	Voluntary Promote best management practices to save water.	Town review facilities to ensure water is being conserved at optimum levels. Modifications to operations may be required.
COMMERCIAL: Construction water.	Encourage efficient use of construction water.	Encourage efficient use of construction water.	Encourage efficient use of construction water.	Town may review use of construction water on a site-by-site basis to ensure water is being used at optimum efficiency.



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 5/12/2026**

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**File #:** 2026-317, **Version:** 1

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**SUBJECT:**

Page Property Update & Discussion

**DEPARTMENT:** Planning & Development  
Parks & Recreation

**PRESENTER(S):** Sarah Nurmela, AICP, Director of Planning & Development  
Luke Bolinger, Director of Parks & Recreation

**TIME ESTIMATE:** 30 minutes

**FISCAL SUMMARY:**

N/A

**POLICY ISSUES:**

The Town Council will discuss the future use of the Page Property and how the site contributes to the Town of Erie's overall vision. The Council may also consider how the future use of the site relates to the intended use of the funds utilized in the site's purchase.

**STAFF RECOMMENDATION:**

Provide Town staff with direction for the use of the Town-owned Page Property.

**SUMMARY/KEY POINTS**

- The Page Property was originally purchased to serve multiple goals of open space and trails, mixed-income residential development, and potential Parks Division facilities.
- Multiple concepts were drafted and reviewed by Council over the past year.
- Town Council may provide Town staff with direction on future use of the site.

**BACKGROUND OF SUBJECT MATTER:**

The Town of Erie purchased the 46.5-acre Page Property with the goals of expanding open space and trail opportunities, creating a mixed-income neighborhood, and adding space for the Parks and Open Space Division. Staff worked with the Board of Trustees (now Town Council) and Open Space and Trails Advisory Board (OSTAB) to approve the funding for the project.

The \$6.6M purchase, completed in October 2023, was funded using equal amounts of Trails, Natural

Areas, and Community Character (TNACC) and American Rescue Plan Act (ARPA) funds. In January 2024, the Council adopted an ordinance to annex the parcel into the Town of Erie. Zoning action was not taken with the annexation, and the property is currently zoned as Agricultural Holding (AGH).

Planning for an overall site layout began in 2024, along with demolition of existing industrial buildings. The planning and discussion of concepts for the site went through several iterations, including:

- **April 2025**

Town staff presented three options for a mix of development and open space on April 15, 2025. Town Council asked staff to evaluate additional view corridors and building height impacts.

- **September 2025**

Staff presented three updated land use alternatives for the Page Property on Sept. 23, 2025. Each alternative included areas defined for Open Space, Public Lands Institutional (PLI), and AGH. The PLI area included a Parks & Open Space facility. Town Council requested that staff evaluate two additional options with no development—one that kept the Parks & Open Space facility and one fully open space.

- **November 2025**

Staff presented five land use alternatives for the Page Property on Nov. 18, 2025. Three of the options were the same as presented in September 2025 with three-dimensional views of potential development. Two alternatives reflected the options for just Parks and Open Space uses. Town Council did not provide direction on any one alternative at that meeting; however, they did direct staff to not consider building a large Parks and Open Space facility on the site. The meeting materials included a precedent study that illustrated housing typologies that could be appropriate for the site.

Town staff seek direction from Council regarding the future use of the site. If direction leads to no development, the Town Council may choose to review the expenditure of ARPA funds originally spent with the intent to construct a mixed-income neighborhood. Past discussions of the use of these funds included consideration of reimbursing the Town's Affordable Housing efforts from the TNACC fund.

**ATTACHMENT(S):**

1. Presentation



# Page Property

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Town Council

Sarah Nurmela, Director of Planning & Development

Luke Bolinger, Director Parks & Recreation

May 12, 2026



# Overview

- Brief History
- Use Alternatives
- Direction from Council
- Next Steps





## Brief History

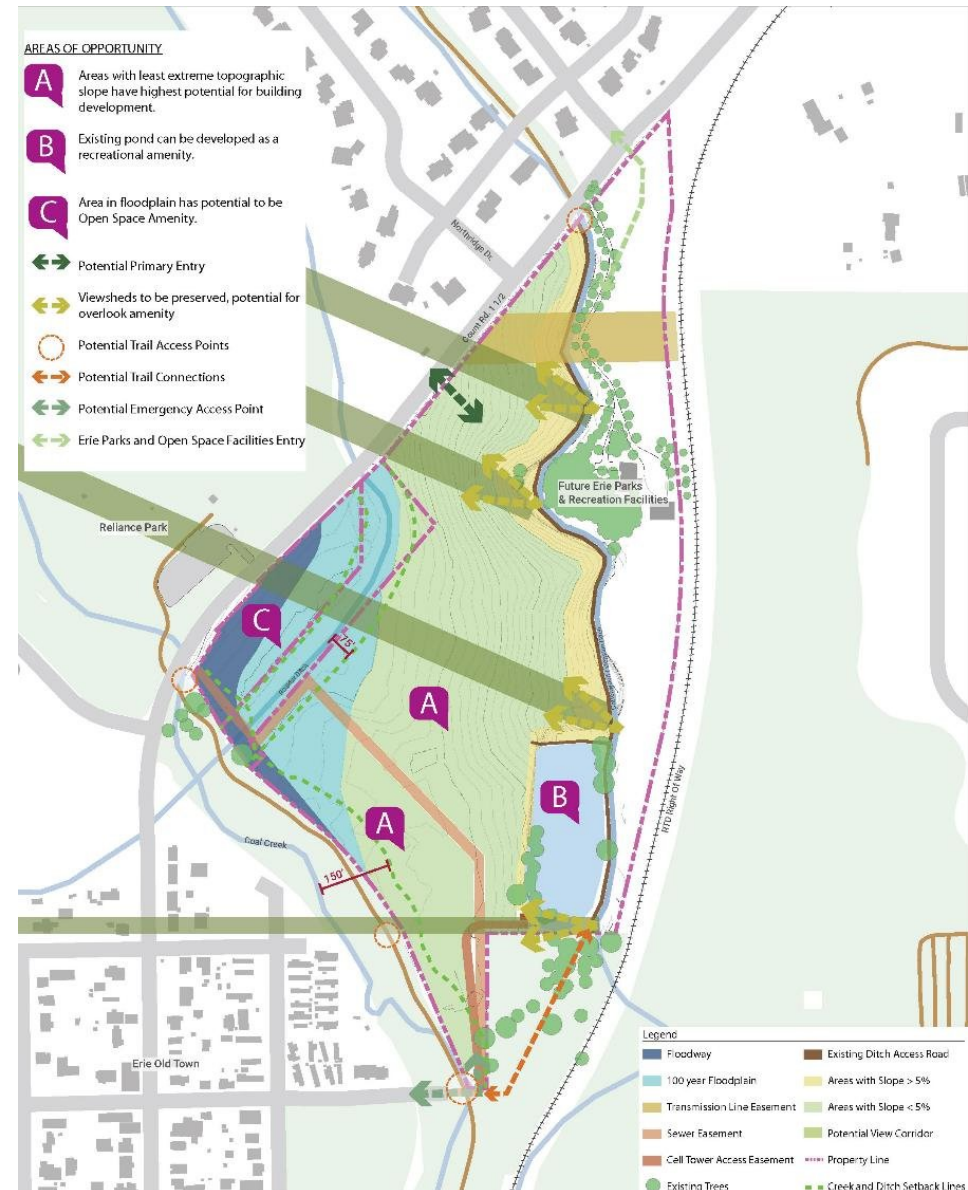
- Purchased Page Property in October 2023 for \$6.6M
- Annexed in January 2024 with AGH zoning
- December 2024, initiated contract with DIG Studios to develop concept plan





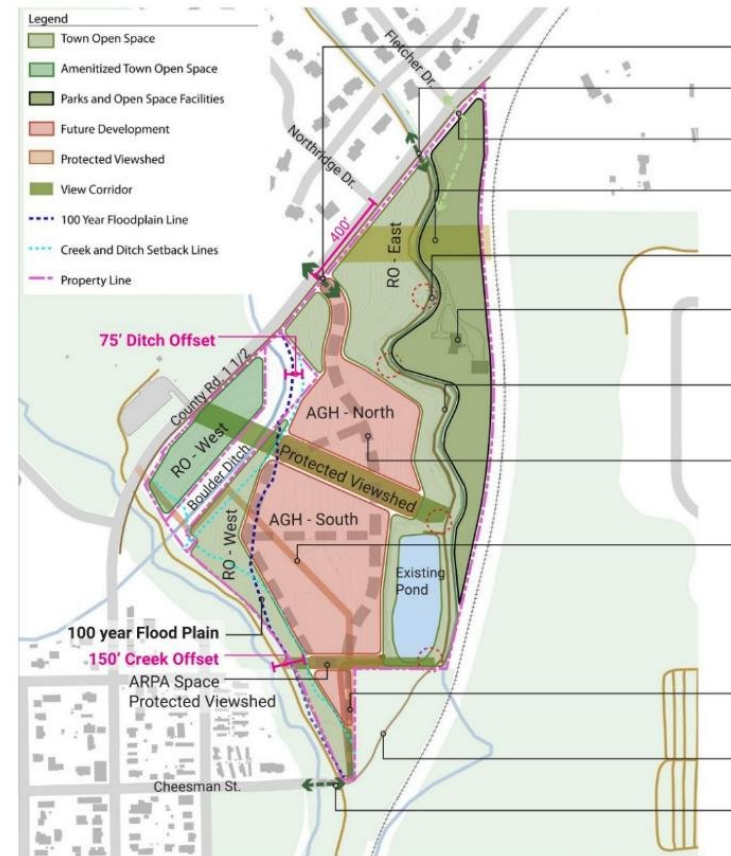
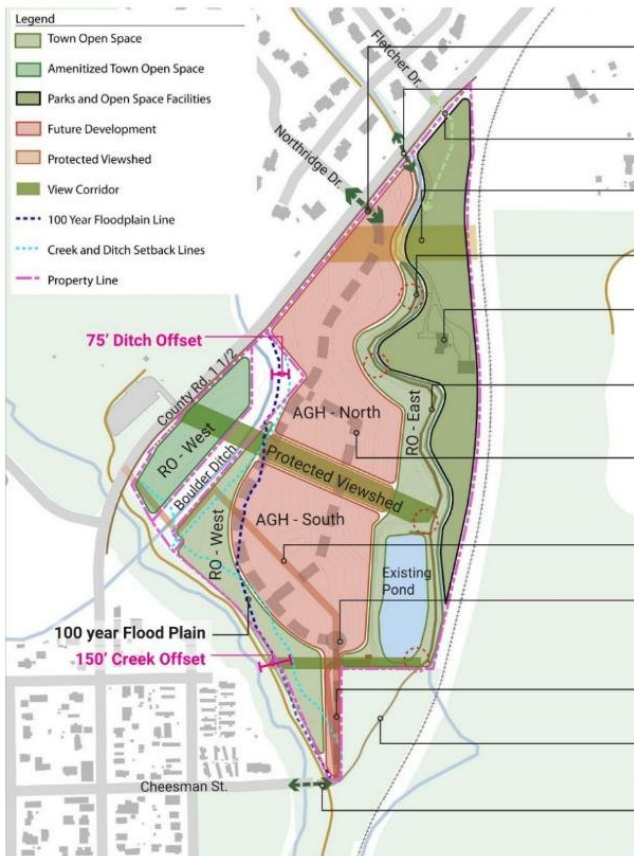
# Brief History

- April 2025  
3 initial concepts to Council
- September 2025  
3 refined concepts
- November 2025  
2 additional concepts with no development & Council direction to not consider a large Parks & Open Space facility on the site.





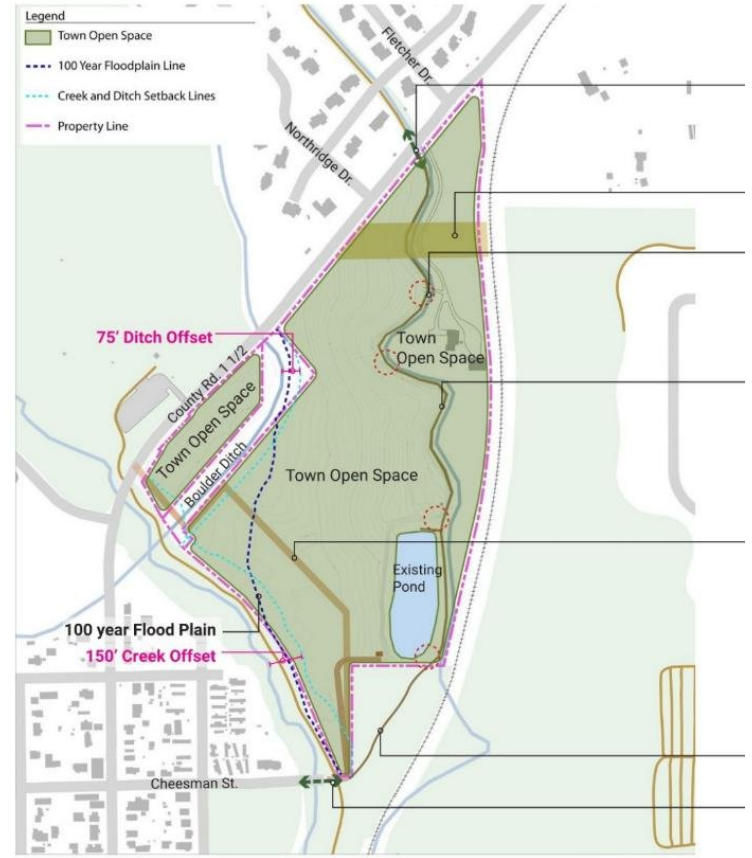
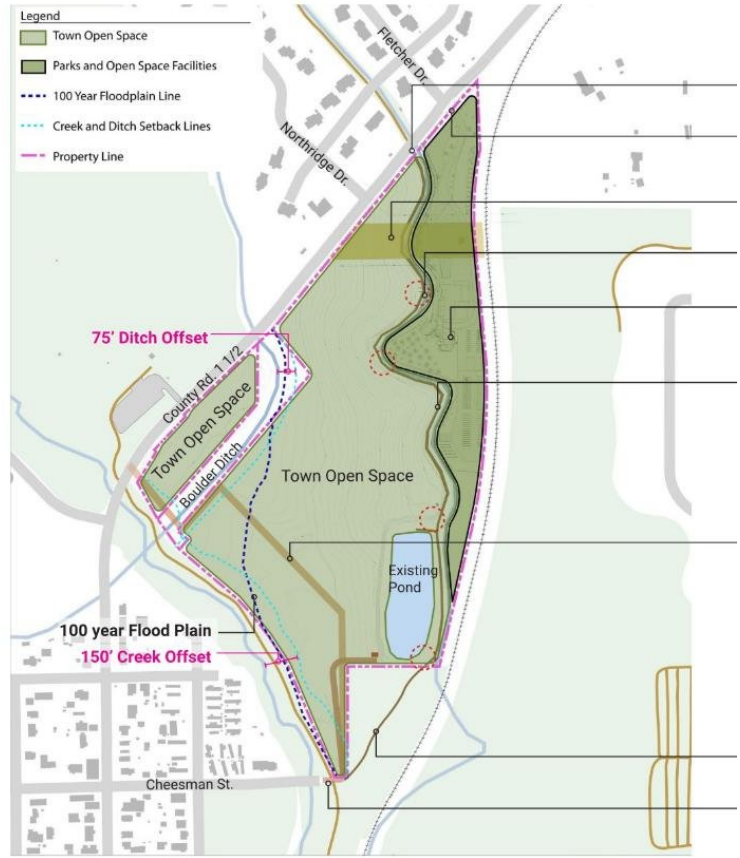
# Options 1-3: Neighborhood; Open Space & Trails; Parks & Open Space Facilities





## Options 4: Open Space & Facilities Only

## Options 5: Open Space Only





# Concept Plan Options

Options	Description (Zoning)	Housing (AGH)	Open Space (ROS)	Facilities (PLI)	Vehicle Traffic & Transportation Infrastructure
1-3	Original Vision: Mixed income neighborhood/development; open space & trails; Parks & Open Space facilities	YES; Dependent on affordability levels & partner	YES; \$255k pond; \$1M trail	YES; \$19M POS Facilities	Neighborhood traffic; infrastructure paid by developer
4	NO neighborhood; reserved open space & trails; Parks & Open Space facilities	NO; \$3.6M reimbursement to housing fund	YES; \$160k reclamation; \$255k pond; \$1M trail	YES; \$19M POS Facilities	Minor facilities traffic; infrastructure paid by Town
5	NO neighborhood; reserved open space& trails; NO Parks & Open Space facilities	NO; \$3.6M reimbursement to housing fund	YES; \$160k reclamation; \$255k pond; \$1M trail	NO; \$40M LAWSC Facilities	No traffic impact; Trail infrastructure paid by Town



## Project Costs to Date

- Property Purchase - \$6.7M
  - TNACC - \$3.4M
  - ARPA - \$3.3M
- Site Evaluation & Clean-up
  - Demolition - \$100,000
  - Environmental Evaluation
- Concept Planning
  - \$172,000 Total Contract Cost with DIG Studios
  - Approximately \$67,000 remaining



## Council Direction

- Future use of Page Property
- TNACC & ARPA Funds



# Open Space and Trails Advisory Board

April 13, 2026

To the Erie Town Council Members:

The Open Space and Trails Advisory Board (OSTAB) writes to clarify its position regarding the Page property. OSTAB’s position is that the property should be preserved in its entirety only for appropriate open space uses, and that no development should occur on any portion of the site. OSTAB believes the Page property holds significant open space, ecological, agricultural, scenic, and community value, and that preserving the property as a whole best protects those attributes for current and future generations. If the opportunity to purchase the entire property and rezone to an appropriate open space zoning, OSTAB would welcome that opportunity.

OSTAB also recommends that the existing buildings on the property be further evaluated for potential use as storage for the Parks and Open Space Division. This evaluation would allow the Town to consider whether the structures can serve a functional purpose while remaining consistent with preserving the broader property as open space.

In addition, OSTAB suggests that staff pursue opportunities to enhance the property’s value through exploration of trail connections, restoration activities, agricultural uses, and management of the existing pond. OSTAB believes these efforts could strengthen habitat value, improve connectivity, and support long-term stewardship of the site in a manner consistent with the Town’s open space goals.

Should Council determine that development is desired and move forward with a development plan, OSTAB maintains that at least 50 percent of the property’s acreage should remain as open space and any additional requirements should be in accordance with the Unified Development Code. Any development plan should also strive to preserve as much of the property’s open space value as possible, including viewsheds, trail corridors, and natural habitat.

OSTAB offers this clarification to ensure its position is clearly understood as Council considers the future of the Page property. OSTAB continues to support conservation-focused planning that protects the site’s unique character and long-term public value.

Sincerely,

The OSTAB Board

Ken Martin, Chair

Christine Felz, Vice-Chair

Phil Brink, Member

Tim Payne, Member

Bill Rigler, Member

Joe Swanson, Member

Dave Tazik, Member

# State of Colorado Data Sharing and License Agreement

## Cover Page

**Transferring Agency**

Colorado Department of Labor and Employment

**Recipient**

Town of Erie

**Agreement Number**

CRN 9012

**Agreement Performance Beginning Date**

The Effective Date

**Initial Agreement Expiration Date**

One (1) year from the Effective Date and shall automatically renew for additional one (1) year periods for up to five (5) years from the Effective Date. Agreement costs will be determined on annual renewal.

**Agreement Amount Received From Recipient**

**Initial Term**

State Fiscal Year Initial Year

2026: \$230.00 Per Report Provided

**Extension Term**

**Agreement Authority**

C.R.S. § 8-1-107, C.R.S. § 8-1-112, C.R.S. § 24-37.5-704.

**Agreement Purpose**

The purpose of the Agreement is for the Transferring Agency to provide Quarterly Census of Employment Wages “QCEW” wage and employment data from Colorado employers to the Recipient.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A - Data to be Shared
2. Exhibit B - PII Certification
3. Exhibit C - Third-Party Data Recipient Certification
4. Exhibit D - Sample Option Letter

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The main body of this Agreement.
2. Exhibit B - PII Certification
3. Exhibit A - Data to be Shared
4. Exhibit C - Third-Party Data Recipient Certification
5. Exhibit D - Sample Option Letter

**Principal Representatives**

**Transferring Agency:**

Tim Wonhof  
Director, Office of Labor Market  
Information  
Division of Labor Standards and Statistics  
Department of Labor and Employment  
707 17th St., Suite 2400  
Denver CO 80202  
[tim.wonhof@state.co.us](mailto:tim.wonhof@state.co.us)

**For Recipient:**

Julian Jacquin  
Economic Development Director  
Town of Erie  
645 Hollbrook St. P.O. Box 750  
Erie, CO 80516  
[jjacquin@erieco.gov](mailto:jjacquin@erieco.gov)

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

**Recipient**

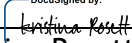
Town of Erie, CO

**State of Colorado**

Jared S. Polis, Governor  
Colorado Department of Labor and  
Employment  
Joe M. Barela, Executive Director

\_\_\_\_\_  
By: Andrew J. Moore, Mayor

Date: \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
By: Kristina Rosett, Interim Director  
DLSS

Date: \_\_\_\_\_

**State Controller**

Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: Melissa Vorenberg, State Controller Delegate

Effective Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated above by the State Controller or an authorized delegate.

This Data Sharing and License Agreement (“Agreement”) is entered into by and between the State of Colorado (the “State”) acting by and through the Colorado Department of Labor and Employment

(“Transferring Agency”), for the use and benefit of the Transferring Agency, having an address at 707 17th Street, Suite 2400 Denver, CO 80202 and Town of Erie, CO (“Recipient” or “Organization”), whose principal office is located at 645 Holbrook St. P.O.Box 750 Erie, CO 80516. Transferring Agency and Recipient are each individually a “Party” and together the “Parties.”

Whereas, Transferring Agency is an agent of the United States Bureau of Labor Statistics (“BLS”) for the purposes of collecting and securing Quarterly Census of Employment Wages (“QCEW”) wage and employment data from Colorado employers and is authorized to issue a non-exclusive license for this information to governmental entities provided that the information is adequately secured from non-authorized access or publication.

Whereas, Transferring Agency is charged with, among other duties, producing the QCEW report mandated by BLS. The report summarizes employment, total wages, taxable wages, and contributions information for approximately 205,000 employers subject to Colorado Unemployment Insurance laws under the Colorado Employment Security Act, publishes a variety of reports about the Colorado economy, and provides guidance and professional advice for other labor market information program state operations and other data users. See C.R.S. § 8-1-107, C.R.S. § 8-1-112.

Whereas, Recipient is undertaking analysis and/or research related to economic activity, development, land use, city planning, or other public policy development or works of public benefit, and will incorporate the Transferring Agency's data into such work (the Purpose). See C.R.S. § 8-1-107, C.R.S. § 8-1-112.

Whereas, in exchange for the data Recipient requested, Transferring Agency shall receive compensation detailed in Section 9.

Now, therefore, in consideration of the mutual promises contained herein, the sufficiency of which each Party hereby acknowledges as adequate, the Parties agree as follows:

## 1. Defined Terms

- A. “Anonymized Data” means Data that has been properly De-identified.
- B. “CIPSEA” means the Confidential Information Protection and Statistical Efficiency Act, et seq., 44 U.S.C. §§ 3501, 3563, 3572, et seq. which protects identifiable information collected by federal agencies for exclusively statistical purposes under a pledge of confidentiality. CIPSEA requires informed consent to use or disclose protected information for non-statistical purposes. Restricted non-statistical uses include “administrative, regulatory, law enforcement, adjudicatory, or other purpose that affects the rights, privileges, or benefits of a particular identifiable” person or

organization as well as disclosures under the Freedom of Information Act. CIPSEA also authorizes data sharing between the Bureau of the Census, the Bureau of Economic Analysis (“BEA”), and the BLS for statistical purposes.

- C. “CORA” means the Colorado Open Records Act, § 24-72-200.1, et seq., C.R.S.
- D. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.
- E. “Data” means the information described in Appendix A.
- F. “Data Breach” means an event resulting in an unauthorized access, use, exposure, disclosure, exfiltration, or loss of Data.
- G. “De-identified” means the removal of all PII from the Data so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual.
- H. “Destroy” means to remove Data from Recipient’s systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in the OIT Security Policies.
- I. “Incident” means an event that results in or constitutes an imminent threat of the unauthorized access, use, loss, disclosure, modification, disruption, or destruction of communication and information resources of the State.
- J. “OIT” means the Governor’s Office of Information Technology.
- K. “OIT Security Policies” means the security policies established by OIT to secure information held by State Agencies, which are available at:  
<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
- L. “PII” means personally identifiable information, including information that can reasonably be used to identify, contact or locate an individual, either alone or in combination with other information.
- M. ‘Third-Party Data Recipient’ means an organization that will access the Transferring Agencies data on behalf of the Recipient, normally in the role of a Subcontractor of services as part of a Data Access Agreement. Third-Party Data Recipient is an example of an Agent or Subcontractor as defined in 45 C.F.R. 160.103 or referred to in 20 CFR 603.

## 2. Data Sharing

Transferring Agency will share the Data with Recipient using a secure method agreed to by the Parties and in accordance with the OIT Security Policies.

### 3. Data Use and Restrictions

Transferring Agency hereby grants Recipient a limited, revocable right to use the Data solely for purposes defined in Section 6. below (“Purpose”).

#### A. Disclosure to Third Parties

Recipient shall not sell, lease, rent, loan, transfer, distribute, alter, mine or disclose the Data, including but not limited to, metadata and Anonymized Data, with any third party without prior written consent from Transferring Agency, and must be listed in Exhibit C (Third-Party Data Recipient Certification). If at any time the Recipient wishes to add or terminate access for a Third-Party Data Recipient, the Transferring Agency must be notified in writing in no less than 5 business days from the recipient's decision to terminate or add. This Exhibit does not constitute any right of transfer to any other third party or successor.

#### B. Contracting with Third Parties

The Recipient is responsible for ensuring all Third-Party Data Recipients, who have access to the Transferring Agency's data, comply with the terms of this Agreement, as outlined in Exhibit C. The Recipient shall provide Transferring Agency a copy of any agreement between Recipient and any Third-Party Data Recipient where the Data are being utilized. Said agreement(s) must be consistent with the terms of this Agreement, including use restrictions, confidentiality requirements, security requirements, storage and destruction of data. Any agreement with a Third-Party Data Recipient must stipulate that Data use and protection terms survive the termination or expiration of the agreement.

C. No data access shall be granted until the Exhibit is fully executed by all parties and the Transferring Agency receives the agreement between Recipient and Third-Party Data Recipient. The Recipient will notify the Transferring Agency via email within 5 days of any termination of contract, so that sharing permissions can be updated. Each Third-Party Data Recipient is required to sign the Third-Party Data Use Certification attached to this Agreement as Exhibit C.

#### D. Costs associated with Third-Party Data Recipients

The Recipient is responsible for all fees or charges associated with any Third-Party Data Recipient accessing the Transferring Agency's data.

E. Restrictions on Access

Recipient shall not disclose the Data to anyone other than Recipient's personnel and Third-Party Data Recipients who have a need to know or access the Data in order to support the Purpose.

4. Data Security Requirements.

Recipient agrees to secure and protect the Data against any unauthorized use or access in accordance with the most recent version of the OIT Security Policies (<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>).

A. Storage of Data

Recipient agrees to:

- i. use, hold, and maintain the Data in compliance with any and all applicable laws and regulations
- ii. store the Data only in facilities located within the United States
- iii. maintain the Data in a secure environment in accordance with the OIT Security Policies.

B. Destruction of Data

Upon Transferring Agency's request, Recipient or their Third-Party Data Recipients shall Destroy or return any Data in its possession, pursuant to Transferring Agency's instructions, in accordance with OIT Security Policies. Upon Transferring Agency's request, Recipient shall certify in writing that it has Destroyed the Data within thirty (30) days of Recipient's receipt of Transferring Agency's request.

5. Reservation of Rights

Except for the rights explicitly granted under this Agreement, Recipient is not granted any rights in and to the Data, including, but not limited to any Anonymized Data.

6. Purpose - Research, Analytics and Published Materials

Recipient may use the Data to run internal analytics and investigational protocols, and create reports for its internal use only, and only to the extent such activities align with the Purpose. **Prior to publishing, to the extent the Purpose includes the need to publish materials that are based on or include the Data, Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data and are given prior written approval by the Transferring Agency in order to ensure that such publication meets the threshold for its suppression and publication policies. The**

Parties, including Third-Party Data Recipients, may also work together to publish joint reports, as well as publish Anonymized Data on public dashboards.

**A. Limitations on Uses of Data**

**i. Publications**

**Recipient or Third-Party Data Recipients shall not publish or disclose the data, or any part thereof, to the extent that the information published of any area, industry, Federal Department or Federal Agency level contains fewer than three (3) reporting units (as defined in C.R.S. 8-70-103(9), 1987 Rep. Vol., as amended), or eighty percent (80%) of the total employment of the applicable reporting level is made up by a single reporting unit. Recipient shall not use the Data to publicly distribute any type of ranking list, including but not limited to “Top Ten Employers”, etc. Data are to be used for statistical purposes only, and not for any solicitation, advertising, enforcement, compliance by the Recipient and/or Third-Party Data Recipients.**

**ii. Linking Data to other Datasets by Recipient**

Transferring Agency agrees that Recipient may include the Data with data from other sources in carrying out the Purpose. Once included, Transferring Agency agrees that the Data will be integrated into Recipient’s databases. Recipient agrees that such combined datasets will utilize and safeguard the Data in accordance with the terms of this Agreement and all applicable laws.

**B. Use and Retention of Data by Third-Party Data Recipients**

**i. Third-Party Data Recipients shall only use and retain the Data for the Purpose and duration of their contracted services with the Recipient. Use of the Data for any other purpose is forbidden.**

**ii. Recipient is responsible for ensuring any Third-Party Data Recipient does not retain Data past the duration of their contracted services nor disseminates such Data, whether directly or indirectly.**

**7. Security Incident and Data Breach**

**A. Incident Response.**

If Recipient becomes aware of an Incident, Recipient shall use commercially reasonable practices to fully investigate and resolve the Incident and take steps to prevent

developments that may result in the Incident becoming a Data Breach in accordance with all applicable privacy and security laws.

B. Data Breach Response

Immediately upon becoming aware of a suspected or actual Data Breach, Recipient shall: (i) notify Transferring Agency of the Data Breach in writing, (ii) start a full investigation into the Data Breach, (iii) cooperate fully with Transferring Agency's investigation of and response to the Data Breach, and (iv) use commercially reasonable efforts to prevent any further Data Breach in accordance with applicable privacy and security laws. If notification of the Data Breach is required pursuant to applicable law, Recipient shall coordinate with Transferring Agency in delivering such notifications and shall be responsible for all costs associated with such notification. In the event the Parties determine that Recipient should deliver the necessary notifications, Recipient shall obtain Transferring Agency's prior written approval of the notifications prior to distributing such notifications.

C. Data Breach Report

If Transferring Agency reasonably determines that a Data Breach has occurred, then Transferring Agency may request that Recipient submit a written report, and any supporting documentation, identifying (i) the nature of the Data Breach including the dates of the Data Breach, when Recipient discovered the Data Breach, and number of impacted individuals, (ii) the steps Recipient has executed to investigate the Data Breach, (iii) what Data or PII was used or disclosed, (iv) who or what was the cause of the Data Breach, (v) what Recipient has done or shall do to remediate any deleterious effect of the Data Breach, and (vi) what corrective action Recipient has taken or shall take to prevent a future Incident or Data Breach. Recipient shall deliver the report within seven (7) days of Transferring Agency's request of the report. If the Recipient learns of more information necessary for understanding the nature of the Data Breach, risk to the Data, remediation efforts, or notification requirements after submitting the report, Recipient shall update Transferring Agency without delay.

D. Effect of Data Breach

Transferring Agency may terminate this Agreement immediately, at its sole discretion, upon the occurrence of a Data Breach. In addition, Transferring Agency may restrict Recipient's access to the Data and require Recipient to suspend all work involving the Data, pending the investigation and successful resolution of any Data Breach.

E. **Liability for Data Breach**

Without limiting any other remedies Transferring Agency may have under law or equity, Recipient shall be responsible for all costs, including but not limited to, audit costs, fines, and other imposed fees arising out of or relating to a Data Breach resulting from any act or omission of the Recipient. All responsibilities of Recipient under this Section 7 shall be completed by Recipient at Recipient's sole cost, without any right of reimbursement, set-off, payment, or remuneration of any kind from Transferring Agency.

**8. Term and Termination**

A. **Initial Term**

The "Term" of this Agreement shall be one (1) year from the Effective Date set forth on the Signature Page unless terminated sooner pursuant to the terms herein. At the end of the Term, this Agreement shall automatically renew for additional one (1) year periods for up to five (5) years unless either Party provides the other Party with written notice of its intent to terminate this Agreement sixty (60) days prior to the expiration of the then-current Term. Yearly access fees will be determined when the agreement is annually renewed.

B. **Termination for Breach**

Transferring Agency may suspend its performance or terminate this Agreement immediately upon written notice to Recipient in the event of Recipient's breach of any of its obligations under Sections 3 (Data Use and Restrictions) or 4 (Data Security Requirements).

C. **Termination on Notice**

Transferring Agency may cancel this Agreement upon thirty (30) days' written notice to the other Party for any reason or no reason. In the event that this Agreement is canceled or terminated, any data in the possession of or accessible to Recipient, in whatever format it may be stored, accessed or maintained, shall remain subject to the terms and conditions of this Agreement.

D. **Termination for Convenience**

Either Party may terminate this Agreement for convenience by giving the other Party 30 days prior written notice setting forth the date of termination.

**9. Financial Understanding**

- A. Recipient shall pay the total non-refundable payment due within thirty (30) days of receipt of the invoice. If payment is not received by the Transferring Agency, Recipient shall immediately pay the total amount specified in this Section 9 plus a billing fee calculated at the greater of eighteen percent per annum of the total amount due or twenty-five and no/100 dollars (\$25.00). If the fee is not paid within the above specified time, Recipient shall immediately return all data to the Transferring Agency and the Transferring Agency reserves the right to prohibit the receipt of future data until the balance is paid in full.
- B. Costs for Data Provided:
  - i. Each report provided shall be charged at \$230.00
  - ii. Total amount due within 30-days of invoice receipt. All fees are non-refundable.
- C. Data Requests and Invoicing  
Recipient shall submit each Data Request by sending an email to [cdle\\_qcew\\_datarequests@state.co.us](mailto:cdle_qcew_datarequests@state.co.us). Requests must be received at least 7 calendar days before a QCEW Data Release Date and contain which quarter(s) of data are being requested, which county(ies) are being requested, and at least two email addresses of where the data are to be sent. QCEW Data Release Dates can be found on the LMI Gateway website: <https://cdle.colorado.gov/dlss/labor-market-information-lmi/quarterly-census-of-employment-and-wages-qcew> . Transferring Agency will send Recipient a link to the Data via email. Recipient must promptly download and save Data. Recipient may submit an unlimited number of Data Requests during the term of this Agreement. Transferring Agency will invoice Recipient separately for each Data Request. Transferring Agency will invoice Recipient for each Data Request after transmission of the Data.
- D. Payment  
Recipient shall submit payment of each invoice within 30 days of invoice receipt in accordance with the instructions provided on the invoice.

## 10. Dispute Resolution

In the event of a dispute related to this Agreement, the Parties' Executive Directors shall have ten (10) business days to resolve the dispute. If this fails, both Parties shall submit the matter in writing to the Executive Director of the Department of Personnel and Administration, or their delegate for final resolution. The Parties agree to engage in this process if either Party loses funding to transfer or process the Data in accordance with this

Agreement in order to determine how cost should be covered or if this Agreement should be terminated prior to the expiration of the Term.

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Recipient for resolution.

B. Resolution of Controversies

If the initial resolution described in §10 fails to resolve the dispute within 10 Business Days, Recipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Recipient wishes to challenge any decision rendered by the Procurement Official, Recipient’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Recipient pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

**11. General Provisions**

A. Amendment

The Parties may only amend this Agreement in a writing signed by both Parties.

B. Assignment

Recipient’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Recipient’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.

C. Subcontracts

Recipient shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the Transferring Agency.

Recipient shall submit to the State a copy of each such subcontract upon request by the

State. All subcontracts entered into by Recipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

D. Binding Effect

Except as otherwise provided in §11.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

E. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

F. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

G. Counterparts

The Parties may execute this Agreement in multiple, identical, or original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

H. Entire Understanding

This Agreement, including, but not limited to, the recitals, which are incorporated into this Agreement by reference, represents the complete integration of all understandings between the Parties related to the data sharing. All prior representations and understandings related to the data sharing, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or

consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §12.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver,

nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. Standard and Manner of Performance

Recipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Recipient's industry, trade, or profession.

Q. CORA Disclosure

To the extent not prohibited by applicable law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA. The Parties agree to coordinate if either agency receives a CORA request for data that is subject to this Agreement. CORA requests are time sensitive and must be referred to the Parties within one (1) business day to meet statutory open records requirements. Any data requested through a CORA request that is otherwise protected under CIPSEA shall be protected and not open to release.

R. Legal Requests

Transferring Agency acknowledges and agrees that Recipient, Third-Party Data Recipients, or its contractors, may be required to share the Data to respond to a subpoena, court order, open records request or valid legal request (each a "Legal Request"). To the extent permitted by law, Recipient will refer the Legal Request to Transferring Agency of any disclosure of the Data so that Transferring Agency may seek a protective order at its own cost.

S. Recipient Liability

i. General Liability

Recipient shall assume liability against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) in relation to any act or omission by Recipient, or its employees, agents, Subcontractors, Third-Party Data Recipients, or assignees in connection with this Agreement.

ii. Confidential Information

Disclosure or use of State Confidential Information by Recipient in violation of §7 may be cause for legal action by third parties against Recipient, the State, or their respective agents. Recipient shall assume liability against any and all claims,

damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) in relation to any act or omission by Recipient, or its employees, agents, assigns, Third-Party Data Recipients or Subcontractors in violation of §7.

iii. Intellectual Property

Recipient shall assume liability against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Intentionally Omitted

T. Accessibility

i. Recipient shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require that the Recipient's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Recipient to review the selection of the third party. Recipient shall be responsible for all costs associated with the third-party vendor's assessment. If Recipient is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Recipient shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

U. Third Party Beneficiaries

No third party shall be able to enforce or have the benefit of any of the provisions of this Agreement.

**12. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

A. Consents and Compliance with Law

Each Party shall comply with (i) all applicable federal and State laws, rules, and regulations, that apply to their obligations under the Agreement (collectively, "Laws"); and (ii) shall obtain all necessary consents to transfer and use the Data for the Purpose in accordance with such Laws. In the event a consent is revoked by an individual in accordance with applicable Laws, the Party that receives the revocation of consent will

immediately notify the other Party of the revocation of consent. Upon receipt of a revocation of consent, Recipient shall Destroy and cease using the Data associated with that consent from the date Recipient receives the notice of revocation

B. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

C. Fund availability. §24-30-202(5.5), C.R.S.

Financial obligations of the either Party payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

D. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of each respective Party, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

## **Exhibit A, Data to be Shared**

The normal data record provides all data elements available on the State's micro file for the specified Unemployment Insurance (UI) Account Number/Reporting Unit Number (RUN) for that year and quarter. A delete record is a special type of data record that removes all data for the specified UI/RUN for all years and quarters. DATA ELEMENT DEFINITIONS define the data elements. A complete Equi Database Dictionary will be provided to the Recipient upon execution of this Agreement.

All Data must be used in compliance with Section 6 of this agreement (Purpose-Research, Analytics and Published Materials).

Recipient and/or any Third-Party Data Recipient shall not publish, sell, or disclose the data, or any part thereof, to the extent that the information published of any area, industry, Federal Department or Federal Agency level contains fewer than three (3) reporting units (as defined in C.R.S. 8-70-103(9), 1987 Rep. Vol., as amended), or eighty percent (80%) of the total employment of the applicable reporting level is made up by a single reporting unit.

Recipient shall not use the Data to publicly distribute any type of ranking lists, including but not limited to "Top Ten Employers", etc. Data are to be used for statistical purposes only, and not for any solicitation, advertising, enforcement, compliance by the Recipient and/or Third-Party Data Recipients. Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data and are given prior written approval by the Transferring Agency in order to ensure that such publication meets the threshold for its suppression and publication policies.

**Table 1: List of fields provided**

S t a r t	E n d	L e n g t h	Field Type	Data Element
1	1	1	Adm	Transaction Code
2	3	2	Adm	State FIPS Numeric Code
4	7	4	Qtr	Year
8	8	1	Qtr	Quarter
9	1 8	10	Adm	UI Account Number
1 9	2 3	5	Adm	Reporting Unit Number
2 4	3 2	9	Adm	EIN (Employer Identification Number)
3 3	4 2	10	—	Filler 1 (Predecessor UI Account Number)
4 3	4 7	5	—	Filler 2 (Predecessor Reporting Unit Number)
4 8	5 7	10	—	Filler 3 (Successor UI Account Number)
5 8	6 2	5	—	Filler 4 (Successor Reporting Unit Number)

6 3	9 7	35	Adm	Legal/Corporate Name
9 8	1 3 2	35	Adm	Trade Name/DBA

**UI Address Block (133-243)**

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
1 3 3	1 6 7	35	Adm	UI Street Address--Line 1
1 6 8	2 0 2	35	Adm	UI Street Address--Line 2
2 0 3	2 3 2	30	Adm	UI Address--City
2 3 3	2 3 4	2	Adm	UI Address--State
2 3 5	2 3 9	5	Adm	UI Address--5-Digit ZIP Code
2 4 0	2 4 3	4	Adm	UI Address--ZIP Code Extension

**Physical Location Address Block (244-354)**

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
2 4 4	2 7 8	35	Adm	Physical Location (PLA) Street Address--Line 1
2 7 9	3 1 3	35	Adm	Physical Location (PLA) Street Address--Line 2
3 1 4	3 4 3	30	Adm	Physical Location Address (PLA)--City
3 4 4	3 4 5	2	Adm	Physical Location Address (PLA)--State
3 4 6	3 5 0	5	Adm	Physical Location Address (PLA)--5-Digit ZIP Code
3 5 1	3 5 4	4	Adm	Physical Location Address (PLA)--ZIP Code Extension

**Mailing/Other Address Block (355-466)**

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
3 5 5	3 8 9	35	Adm	Mailing/Other (MOA) Street Address-- Line 1
3 9 0	4 2 4	35	Adm	Mailing/Other (MOA) Street Address-- Line 2
4 2 5	4 5 4	30	Adm	Mailing/Other (MOA) Address--City
4 5 5	4 5 6	2	Adm	Mailing/Other (MOA) Address--State
4 5 7	4 6 1	5	Adm	Mailing/Other (MOA) Address--5-Digit ZIP Code
4 6 2	4 6 5	4	Adm	Mailing/Other (MOA) Address--ZIP Code Extension
4 6 6	4 6 6	1	Adm	Mailing/Other (MOA) Address Type

4	5	35	Adm	Reporting Unit Description
6	0			
7	1			

**Telephone Number (502-511)**

<b>S</b> <b>t</b> <b>a</b> <b>r</b> <b>t</b>	<b>E</b> <b>n</b> <b>d</b>	<b>L</b> <b>e</b> <b>n</b> <b>g</b> <b>t</b> <b>h</b>	<b>F</b> <b>i</b> <b>e</b> <b>d</b> <b>T</b> <b>y</b> <b>p</b> <b>e</b>	<b>D</b> <b>a</b> <b>t</b> <b>a</b> <b>E</b> <b>l</b> <b>e</b> <b>m</b> <b>e</b> <b>n</b> <b>t</b>
5	5	3	Adm	Phone Area Code
0	0			
2	4			
5	5	3	Adm	Phone Prefix
0	0			
5	7			
5	5	4	Adm	Phone Suffix
0	1			
8	1			

**Setup Date (512-519)**

<b>S t a r t</b>	<b>E n d</b>	<b>Le n g t h</b>	<b>Field Type</b>	<b>Data Element</b>
5 1 2	5 1 5	4	Adm	Setup Date--Year
5 1 6	5 1 7	2	Adm	Setup Date--Month
5 1 8	5 1 9	2	Adm	Setup Date--Day

**Initial Date of Liability (520-527)**

<b>S t a r t</b>	<b>E n d</b>	<b>Len g t h</b>	<b>Field Type</b>	<b>Data Element</b>
5 2 0	5 2 3	4	Adm	Initial Date of Liability--Year
5 2 4	5 2 5	2	Adm	Initial Date of Liability--Month

5 2 6	5 2 7	2	Adm	Initial Date of Liability--Day
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**End of Liability Date (528-535)**

Start	End	Length	Field Type	Data Element
5 2 8	5 3 1	4	Adm	End of Liability Date--Year
5 3 2	5 3 3	2	Adm	End of Liability Date--Month
5 3 4	5 3 5	2	Adm	End of Liability Date--Day

**Reactivation Date (536-543)**

Start	End	Length	Field Type	Data Element
536	539	4	Adm	Reactivation Date--Year
540	541	2	Adm	Reactivation Date--Month
542	543	2	Adm	Reactivation Date--Day

**Fields 544 to 798**

Start	End	Length	Field Type	Data Element
544	544	1	Qtr	Status Code
545	545	1	Adm	CES Indicator

Start	End	Length	Field Type	Data Element
546	547	2	Adm	ARS Response Code
548	551	4	Adm	ARS Refile Year
552	554	3	Adm	Old County Code
555	555	1	Adm	Old Ownership Code
556	559	4	Adm	ARS Verification Year
560	562	3	Adm	Old Township Code
563	567	5	Adm	Maximum Reporting Unit Number

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
5 6 8	5 6 8	1	Adm	MWR Mail Indicator
5 6 9	5 7 4	6	Adm	Old NAICS Code
5 7 5	5 7 5	1	Qtr	Data Source
5 7 6	5 7 6	1	QAdm	Special Indicator Code
5 7 7	5 8 0	4	Qtr	Agent Code
5 8 1	5 8 4	4	Qtr	SIC
5 8 5	5 9 0	6	Qtr	NAICS02 Code

Start	End	Length	Field Type	Data Element
591	596	6	Qtr	NAICS Code
597	597	1	Qtr	Ownership Code
598	598	1	Adm	Organization Type Code
599	601	3	Qtr	County Code
602	604	3	Qtr	Township Code
605	605	1	—	Filler
606	611	6	Qtr	First Month Employment

Start	End	Length	Field Type	Data Element
612	612	1	Qtr	First Month Employment Indicator
613	618	6	Qtr	Second Month Employment
619	619	1	Qtr	Second Month Employment Indicator
620	625	6	Qtr	Third Month Employment
626	626	1	Qtr	Third Month Employment Indicator
627	637	11	Qtr	Total Wages
638	638	1	Qtr	Total Wages Indicator

Start	End	Length	Field Type	Data Element
639	649	11	Qtr	Taxable Wages
650	658	9	Qtr	Contributions (Due)
659	659	1	Qtr	Type of Coverage Code
660	660	1	Qtr	MEEI Code
661	661	1	Adm	PLA Type Code
662	663	2	Qtr	First Comment Code
664	665	2	Qtr	Second Comment Code

Start	End	Length	Field Type	Data Element
666	667	2	Qtr	Third Comment Code
668	724	57	Qtr	Narrative Comment
725	726	2	Adm	Collection Mode Indicator
727	728	2	Qtr	ECCI
729	729	1	Adm	UI Address Type Code
730	737	8	Adm	Date PLA Changed
738	738	1	Adm	Geocoding Software

Start	End	Length	Field Type	Data Element
739	739	1	Adm	Geocoding Source
740	743	4	Adm	Match Code
744	746	3	Twice	Location Code
747	755	9	Twice	Latitude
756	766	11	Twice	Longitude

Start	End	Length	Field Type	Data Element
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7 6 7	7 7 1	5	Twice	Year and Quarter of New Latitude and Longitude
7 7 2	7 7 6	5	Qtr	Place Code
7 7 7	7 7 8	2	Qtr	Class Code
7 7 9	7 9 3	15	Qtr	Census ID: 2 digit State code 3 digit County code 6 digit Census Tract 1 digit Census Block Group 2 digit Census Block Code 1 digit optional Block Code letter
7 9 4	7 9 7	4	—	Filler
7 9 8	7 9 8	1	Adm	Address Source Code

**Nondisclosure/Informed Consent (799-807)**

Start	End	Length	Field Type	Data Element
799	799	1	Adm	Nondisclosure/Informed Consent Code
80003	8003	4	Adm	Nondisclosure/Informed Consent Year Agreed
80047	8007	4	Adm	Nondisclosure/Informed Consent Year Ended

**Future QCEW Contact Block (808-827)**

Start	End	Length	Field Type	Data Element
808	8011	4	Adm	Future ARS Refile Year
812	813	2	Adm	Future ARS Response Code

8 1 4	8 1 9	6	Adm	Future NAICS Code
8 2 0	8 2 2	3	Adm	Future County Code
8 2 3	8 2 5	3	Adm	Future Town Code
8 2 6	8 2 7	2	Adm	Future CMI Code

**Wage Record Summary Information (828-844)**

Start	End	Length	Field Type	Data Element
8 2 8	8 3 3	6	Qtr	Wage Record Count of Unique SSNs
8 3 4	8 4 4	11	Qtr	Wage Record Wages
8 4 5	8 4 9	5	Adm	Phone Extension

**QCEW Contact Block (850-1049)**

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
8 5 0	8 8 4	35	Adm	QCEW Contact (Attention Line)
8 8 5	9 1 9	35	Adm	QCEW Contact Title
9 2 0	9 7 9	60	Adm	QCEW Contact Email Address
9 8 0	9 8 9	10	Adm	QCEW Contact Fax
9 9 0	1 0 4 9	60	Adm	Website Address
1 0 5 0	1 0 5 0	1	—	Future Use

1 0 5 1	1 0 6 0	10	Qtr	Largest Wage Record Recipient— Possible or Actual Successor
1 0 6 1	1 0 6 6	6	Qtr	Wage Record Count to Largest Wage Record Recipient
1 0 6 7	1 0 7 6	10	Qtr	Largest Wage Record Contributor— Possible or Actual Predecessor
1 0 7 7	1 0 8 2	6	Qtr	Wage Record Count from Largest Wage Record Contributor
1 0 8 3	1 0 8 8	6	Qtr	Hires
1 0 8 9	1 0 9 4	6	Qtr	Separations
1 0 9 5	1 1 0 0	6	Qtr	"New Entrants"

1101	106	6	Qtr	"Exits"
<b>S</b> <b>t</b> <b>a</b> <b>r</b> <b>t</b>	<b>E</b> <b>n</b> <b>d</b>	<b>L</b> <b>e</b> <b>n</b> <b>g</b> <b>t</b> <b>h</b>	<b>F</b> <b>i</b> <b>e</b> <b>l</b> <b>d</b> <b>T</b> <b>y</b> <b>p</b> <b>e</b>	<b>D</b> <b>a</b> <b>E</b> <b>l</b> <b>e</b> <b>m</b> <b>e</b> <b>n</b> <b>t</b>
1107	112	6	Qtr	"Continuous Employees"

**Discrepancy Information (1113-1190)**

<b>S</b> <b>t</b> <b>a</b> <b>r</b> <b>t</b>	<b>E</b> <b>n</b> <b>d</b>	<b>L</b> <b>e</b> <b>n</b> <b>g</b> <b>t</b> <b>h</b>	<b>F</b> <b>i</b> <b>e</b> <b>l</b> <b>d</b> <b>T</b> <b>y</b> <b>p</b> <b>e</b>	<b>D</b> <b>a</b> <b>E</b> <b>l</b> <b>e</b> <b>m</b> <b>e</b> <b>n</b> <b>t</b>
1113	116	4	Adm	Fact of Discrepancy Year
1117	118	2	Adm	Fact of Discrepancy Month

1 1 1 9	1 1 2 0	2	Adm	Fact of Discrepancy Control/Action Code
1 1 2 1	1 1 2 6	6	Adm	Fact of Discrepancy NAICS
1 1 2 7	1 1 2 9	3	Adm	Fact of Discrepancy County
1 1 3 0	1 1 8 6	57	Adm	Fact of Discrepancy Explanation
1 1 8 7	1 1 9 0	4	—	Filler/Future Field

**TABLE FIELDS**

<b>Field Name</b>	<b>Field Description</b>
TRANSCODE	Transaction Code
STATE_FIPS	State FIPS Numeric Code
YEAR	Year
QUARTER	Quarter
UI_ACCT_NUM	UI Account Number
RUN	Reporting Unit Number
EIN	EIN (Employer Identification Number)
FILLER1	Filler (Pred UI Account Number)
FILLER2	Filler (Pred Reporting Unit Number)
FILLER3	Filler (Succ UI Account Number)
FILLER4	Filler (Succ Reporting Unit Number)
LGLNM	Legal/Corporate Name
TRDNM	Trade Name/DBA

**UI Address Block (133-243)**

<b>Field Name</b>	<b>Field Description</b>
UI_ADD1	UI Street Address--Line 1
UI_ADD2	UI Street Address--Line 2
UI_CITY	UI Address--City
UI_STATE	UI Address--State
UI_ZIP	UI Address--5-Digit ZIP Code
UI_ZIP_EXT	UI Address--ZIP Code Extension

**Physical Location Address Block (244-354)**

<b>Field Name</b>	<b>Field Description</b>
PL_ADD1	Physical Location (PLA) Street Address--Line 1
PL_ADD2	Physical Location (PLA) Street Address--Line 2
PL_CITY	Physical Location Address (PLA)--City
PLA_STATE	Physical Location Address (PLA)--State
PLA_ZIP	Physical Location Address (PLA)--5-Digit ZIP Code
PLA_ZIP_EXT	Physical Location Address (PLA)--ZIP Code Extension

**Mailing/Other Address Block (355-466)**

<b>Field Name</b>	<b>Field Description</b>
MOA_ADD1	Mailing/Other (MOA) Street Address--Line 1
MOA_ADD2	Mailing/Other (MOA) Street Address--Line 2
MOA_CITY	Mailing/Other (MOA) Address--City
MOA_STATE	Mailing/Other (MOA) Address--State
MOA_ZIP	Mailing/Other (MOA) Address--5-Digit ZIP Code
MOA_ZIP_EXT	Mailing/Other (MOA) Address--ZIP Code Extension
MO_ADD_TYPE	Mailing/Other (MOA) Address Type
RUD	Reporting Unit Description

**Telephone Number (502-511)**

<b>Field Name</b>	<b>Field Description</b>
PH_AREA_CODE	Phone Area Code
PH_PREFIX	Phone Prefix
PH_SUFFIX	Phone Suffix

**Setup Date (512-519)**

<b>Field Name</b>	<b>Field Description</b>
SETUP_YEAR	Setup Date—Year
SETUP_MONTH	Setup Date—Month
SETUP_DAY	Setup Date—Day

**Initial Date of Liability (520-527)**

<b>Field Name</b>	<b>Field Description</b>
LIAB_YEAR	Initial Date of Liability--Year
LIAB_MONTH	Initial Date of Liability--Month
LIAB_DAY	Initial Date of Liability--Day

**End of Liability Date (528-535)**

<b>Field Name</b>	<b>Field Description</b>
EOL_YEAR	End of Liability Date—Year
EOL_MONTH	End of Liability Date—Month
EOL_DAY	End of Liability Date—Day

**Reactivation Date (536-543)**

<b>Field Name</b>	<b>Field Description</b>
REACT_YEAR	Reactivation Date--Year
REACT_MONTH	Reactivation Date--Month
REACT_DAY	Reactivation Date--Day
STATUS_CODE	Status Code
CES_IND	CES Indicator
ARS_CODE	ARS Response Code
ARS_RYEAR	ARS Refile Year
OCNTY	Old County Code
OOWN	Old Ownership Code
ARS_VYEAR	ARS Verification Year
OTOWN	Old Township Code
MAXRU	Maximum Reporting Unit Number
MWR_MAIL_IND	MWR Mail Indicator
ONAICS	Old NAICS Code
DATASO	Data Source
SPEC_IND	Special Indicator Code

Field Name	Field Description
AGENT	Agent Code
SIC	SIC
NAICS02	NAICS02 Code
NAICS	NAICS Code
OWN_CODE	Ownership Code
ORG_TYPE	Organization Type Code
CNTY	County Code
TOWN_CODE	Township Code
FILLER 5	Filler
M1EMP	First Month Employment
M1EMP_IND	First Month Employment Indicator
M2EMP	Second Month Employment
M2EMP_IND	Second Month Employment Indicator
M3EMP	Third Month Employment
M3EMP_IND	Third Month Employment Indicator
TOTAL_WAGES	Total Wages
TOTAL_WAGES_IND	Total Wages Indicator

Field Name	Field Description
TAX_WAGES	Taxable Wages
CNTRB	Contributions (Due)
CVRG-CODE	Type of Coverage Code
MEEI	MEEI Code
PLA_TYPE_CODE	PLA Type Code
CMNT1	First Comment Code
CMNT2	Second Comment Code
CMNT3	Third Comment Code
COM_NARR	Narrative Comment
CMI	Collection Mode Indicator
ECCI	ECCI
UI_ADDR_IND	UI Address Type Code
PL-DATE_CHNG	Date PLA Changed
GEO_SOFT	Geocoding Software
GEO_SOURCE	Geocoding Source
MATCH_CODE	Match Code

Field Name	Field Description
MATCH_CODE	Match Code
LOCCODE	Location Code
LATITUDE	Latitude
LONGITUDE	Longitude
CNTRB	Contributions (Due)
CVRG-CODE	Type of Coverage Code
MEEI	MEEI Code
PLA_TYPE_CODE	PLA Type Code
CMNT1	First Comment Code
CMNT2	Second Comment Code
CMNT3	Third Comment Code
COM_NARR	Narrative Comment
CMI	Collection Mode Indicator
ECCI	ECCI
UI_ADDR_IND	UI Address Type Code

Field Name	Field Description
PL-DATE_CHNG	Date PLA Changed
GEOSOFT	Geocoding Software
GEOSOURCE	Geocoding Source
MATCH_CODE	Match Code
LOCCODE	Location Code
LATITUDE	Latitude
LONGITUDE	Longitude
LTLNGYRQTR	Year and Quarter of New Latitude and Longitude
PLACE_CODE	Place Code
PLACE_CLASS_CODE	Class Code
CENSUS_BLK	Census ID:
CENSUS_BLK	2 digit State code
CENSUS_BLK	3 digit County code
CENSUS_BLK	6 digit Census Tract
CENSUS_BLK	1 digit Census Block Group
CENSUS_BLK	2 digit Census Block Code

Field Name	Field Description
CENSUS_BLCK	1 digit optional Block Code letter
FILLER6	Filler
ADD_SOURCE	Address Source Code

**Nondisclosure/Informed Consent (799-807)**

Field Name	Field Description
ICCD	Nondisclosure/Informed Consent Code
ICST	Nondisclosure/Informed Consent Year Agreed
ICEND	Nondisclosure/Informed Consent Year Ended

**Future QCEW Contact Block (808-827)**

Field Name	Field Description
F_ARS_REF_YEAR	Future ARS Refile Year
F_RES_CODE	Future ARS Response Code
F_NAICS_CODE	Future NAICS Code
F_CNTY_CODE	Future County Code
F_TOWN_CODE	Future Town Code
F_CMI_CODE	Future CMI Code

**Wage Record Summary Information (828-844)**

<b>Field Name</b>	<b>Field Description</b>
WRC	Wage Record Count of Unique SSNs
WRW	Wage Record Wages
PHN_EXT	Phone Extension

**QCEW Contact Block (850-1049)**

Field Name	Field Description
CONTACT_NAME	QCEW Contact (Attention Line)
CONTACT_TITLE	QCEW Contact Title
CONTACT_EMAIL	QCEW Contact Email Address
CONTACT_FAX	QCEW Contact Fax
CONTACT_WEB	Website Address
FILLER7	Future Use
LWRR_UI	Largest Wage Record Recipient— Possible or Actual Successor
LWRR	Wage Record Count to Largest Wage Record Recipient
LWRC_UI	Largest Wage Record Contributor—Possible or Actual Predecessor
LWRC	Wage Record Count from Largest Wage Record Contributor
HIRES	Hires
SEPARATE	Separations
ENTRANTS	"New Entrants"
EXITS	"Exits"

CONT_EMPL	"Continuous Employees"
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**Discrepancy Information (1113-1190)**

Field Name	Field Description
FOD_YEAR	Fact of Discrepancy Year
FOD_MONTH	Fact of Discrepancy Month
FOD_CAC	Fact of Discrepancy Control/Action Code
FOD_NAICS	Fact of Discrepancy NAICS
FOD_CNTY	Fact of Discrepancy County
FOD_EXPLN	Fact of Discrepancy Explanation
FILLER8	Filler/Future Field

**Authorized Personnel and Contractors**

N/A

## Exhibit B, PII Certification

### State of Colorado

#### Third Party Entity / Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of entity / organization) (the “Organization”), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit C, Third-Party Data Recipient Certification

This Third-Party Data Recipient Certification (“Certification”) documents that the Third-Party Data Recipient is aware that the terms of the Agreement are applicable to the Third-Party Data Recipient.

### Term

The term of this Certification shall commence on the Effective Date and shall terminate One (1) year from the Effective Date unless sooner terminated in accordance with its terms or when the agreement between the Recipient and the Third-Party Data Recipient terminates. This Certification must be renewed every year if the Agreement is multiyear.

### Purpose

The Recipient, Town of Erie, CO wishes to provide a Third-Party Data Recipient \_\_\_\_\_ (Legal Entity Name) with access to the Transferring Agencies data (Colorado Department of Labor and Employment) for the purpose of \_\_\_\_\_(Insert description of the use case of Third party).

### Obligations

1. The Recipient acknowledges that as the Primary Recipient of the data they are responsible for ensuring the Third-Party Data Recipient meets all obligations outlined in this Certification. The Recipient will be held responsible for any breaches/harm caused by the Third-Party Data Recipient.
2. Third-Party Data Recipients shall only utilize the Data to deliver services related to the Purpose. No other use of the Data are permitted.
3. The Recipient will notify the Transferring Agency via email within 5 business days of any termination of contract, so that sharing permission can be updated.
4. This Certification is not transferable to any other party.
5. The Third-Party Data Recipient acknowledges that they are held to the same standards and responsibilities as the Recipient as outlined in this Agreement, including but not limited to compliance with all clauses outlined below:

Section 2 - “Data Sharing”

Section 3 - "Data Use and Restrictions"

Section 4 - "Data Security Requirements"

Section 6 - "Purpose - Research, Analytics and Published Materials"

Section 7 - "Security Incident and Data Breach"

All State and Federal Confidentiality requirements as described (if applicable):

Exhibit A - Data to be Shared and Attachments

Exhibit B - PII Certification

6. The Third-Party Data Recipient is subject to compliance auditing by the Transferring Agency, its representatives, the State of Colorado, and any Federal Agency. Any costs associated with compliance auditing will be the responsibility of the Recipient.

7. The Recipient shall provide the Transferring Agency with a copy of the Agreement between the Recipient and Third-Party Data Recipient that demonstrates all data privacy, confidentiality, security and handling requirements as outlined in this Agreement. Third-Party Data Recipient acknowledges they have assumed all obligations for data use and security as described in this Agreement.

8. Nothing in this Third-Party Data Recipient Certification constitutes an Agreement between the Transferring Agency and Third-Party Data Recipient.

Each person signing this Certification represents and certifies that they have full legal authority to execute this certification on behalf of the Organization.

**Third-Party Data Recipient**

\_\_\_\_\_  
Legal Name of Third-Party Data Recipient

By: \_\_\_\_\_

[Name & Title of Person Signing for Third-Party Data Recipient]

Date: \_\_\_\_\_

**Recipient**

[INSERT: Legal Name of Recipient]

By: \_\_\_\_\_

[Name & Title of Person Signing for Recipient]

Date: \_\_\_\_\_

## Exhibit D, Sample Option Letter

**State Agency**

[Insert Department's or IHE's Full Legal Name]

**Recipient**

[Insert Recipient's Full Legal Name]

**Option Letter Number**

[Insert the Option Number (e.g. "1" for the first option)]

**Original Agreement Number**

[Insert CMS number or Other Agreement Number of the Original Agreement]

**Option Agreement Number**

[Insert CMS number or Other Agreement Number of this Option]

**Agreement Performance Beginning Date**

[Month Day, Year]

**Current Agreement Expiration Date**

[Month Day, Year]

**Current Agreement Maximum Amount**

Initial Term

State Fiscal Year Initial Term [20xx]: [\$0.00]

Extension Terms

State Fiscal Year Extension Term 1 [20xx]: [\$0.00]

State Fiscal Year Extension Term 2 [20xx]: [\$0.00]

State Fiscal Year Extension Term 3 [20xx]: [\$0.00]

State Fiscal Year Extension Term 4 [20xx]: [\$0.00]

Total for All State Fiscal Years: [\$0.00]

**1. Options:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

**2. Required Provisions:**

- A. For use with Option 1(A):  
In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert Start Date] and ending on the current contract expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. For use with Options 1(B and C):  
In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or Both] at the rates stated in the Original Agreement, as amended.
- C. For use with Option 1(D):  
In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Exhibit/Section] [Number/Letter]. The Agreement rates attached to

this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.

D. For use with Option 1(E):

In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [Indicate which phase, 2, 3, 4 etc.], which shall begin on [Insert Start Date for Phase] and end on [Insert Ending Date for Phase] at the cost/price specified in Section [Number].

E. For use with all Options that modify the Agreement Maximum Amount:

The Agreement Maximum Amount table on the Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**3. Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or [Month Day, Year], whichever is later.

State of Colorado  
Jared S. Polis, Governor  
[INSERT: Name of Agency or IHE]

**State Controller**  
Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: [Name & Title of Person Signing for Agency or IHE]

Date: \_\_\_\_\_

\_\_\_\_\_  
By: [Name of Agency or IHE Delegate- Please delete if contract will be routed to OSC for approval]

Option Effective Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated above by the State Controller or an authorized delegate.

**Agreement for Services Under Cooperative Purchase Agreement**

This Agreement for Services Under Cooperative Purchase Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Star Playgrounds, an independent contractor with a principal place of business at 9892 Titan Park Circle, Unit 1, Littleton, CO 80125 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires equipment, products, and services as stated in the Sourcewell Solicitation RFP #101625 ("Sourcewell Agreement"); and

Whereas, Contractor submitted a response to a procurement process with Sourcewell and Sourcewell is a local government agency and service cooperative that offers cooperative procurement to municipal governments within the United States; and

Whereas, the Parties desire to enter into an Agreement based upon this solicitation; and

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

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

**I. Scope of Services**

A. The Parties agree to be bound by the terms and conditions of the Sourcewell Agreement and with respect to the equipment, products, and services provided by Contractor, except as modified herein.

**Exhibit B:** Sourcewell Solicitation Number RFP #101625

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

C. Contractor shall complete the Scope of Work within 150 days of the Town's issuance of a Notice to Proceed.

**II. Term and Termination**

A. This Agreement shall commence on the Effective Date, and shall continue until December 31, 2026.

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

C. The Parties agree that the Indemnification and Warranty provisions of this Agreement shall survive termination.

### **III. Compensation**

Upon completion and final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed \$540,000 (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

### **IV. Modifications**

The Parties agree to modify certain terms and conditions contained in the Sourcewell Agreement as provided herein.

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

B. *Keep Jobs in Colorado Act.* Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, et seq. (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a

valid Colorado state-issued photo identification, or documentation that they have resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

C. *Responsibility.*

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

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

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

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

D. *Insurance.*

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

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

a. Worker's Compensation insurance as required by law.

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

c. Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

d. Builder's Risk or Installation Floater with limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The Town, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the Town.

e. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate. The policy shall be Claims Made, or tail policy placed, and shall be kept in force for three (3) years following the end of this Agreement.

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

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

E. *Indemnification.*

1. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

F. *Warranty.* Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the

work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

H. *Liquidated Damages.*

1. Because time is of the essence and delayed performance causes a compensable, yet difficult to ascertain, damage to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section I hereof, Contractor shall be assessed the amount of \$250 per day, which constitutes a reasonable estimate of the actual damages such delay would cause the Town.

2. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section I hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

I. *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.

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

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

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

M. *Inconsistent Terms.* All services provided to the Town are first subject to these Terms and secondarily the terms contained in the Sourcewell Agreement. These terms shall prevail over any inconsistent terms of Contractor's other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding on the Town unless specifically accepted in writing with the signature of the Town Mayor.

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

**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

By: Signed by:  
*Erin Starr*  
PSAC9ACB092P430...

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of Star Playgrounds.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

## **Exhibit A Scope of Work**

### Project Location

Coal Miner Park is located at 480 Cheeseman Street, Erie, CO 80516, within the Old Town neighborhood. The existing playground footprint consists of approximately 3,787 square feet of level play area, enclosed by a concrete curb and currently surfaced with engineered wood fiber (EWF).

### Project Intent

The project shall deliver a distinctive, durable, and highly engaging playground that serves a wide range of ages and abilities, supports inclusive play, and functions as a long-term neighborhood asset.

Contractor will be expected to work collaboratively with Town staff through design finalization, public input, demolition, installation, and project closeout.

### Project Goals

The replacement playground shall:

- provide developmentally appropriate play opportunities for a range of ages and abilities;
- create varied and engaging play experiences that promote physical activity, creativity, and exploration;
- encourage intergenerational use through features that appeal to caregivers, young children, and older youth;
- serve as a unique neighborhood destination with a cohesive and context-sensitive design;
- utilize durable, high-quality materials that remain visually appealing and functional for a minimum of 15 years ; and
- minimize long-term maintenance needs through material selection, equipment durability, and manufacturer support.

### Applicable Standards

All equipment, materials, installation methods, and surfacing shall meet or exceed the Town of Erie Standards and Specifications, including Section 1273.00 for Playground Equipment, and shall comply with all applicable industry standards, including:

- ASTM F1487
- ASTM F1292
- ASTM F1951
- CPSC Handbook for Public Playground Safety
- IPEMA certification requirements

Where applicable, manufacturers shall maintain ISO 9001 and ISO 14001 certifications.

### Contractor Qualifications

The installer shall hold current CPSI certification. Contractor shall also have documented training or certification in playground construction through the equipment manufacturer and/or a recognized playground construction training program.

### Site Conditions and Existing Features to Remain

The following existing elements are anticipated to remain in place:

- existing concrete sidewalk
- existing concrete edging/curb
- underground drain system

Contractor shall field verify all existing dimensions, site conditions, grades, drainage patterns, and compatibility with adjacent trees, landscaping, and site layout prior to final design and installation.

### Design

- prepare a final playground design within the existing playground footprint
- ensure required use zones, fall zones, and equipment spacing are fully compliant with applicable standards
- incorporate inclusive and age-appropriate play opportunities
- include a subsurface drainage approach consistent with Town standards
- avoid impacts to adjacent landscaping, irrigation, and surrounding site features

### Demolition and Removal

- remove and legally dispose of all existing playground equipment
- remove and dispose of approximately 3,787 square feet of existing EWF surfacing
- protect all site features designated to remain during demolition and construction

### Site Preparation and Installation

- prepare and compact sub-base as required for installation of new playground equipment and surfacing
- maintain or improve existing drainage performance within the playground area
- evenly distribute or remove excavated material as necessary to leave the site clean, stable, and properly drained
- install all playground equipment, footings, and surfacing in accordance with manufacturer requirements and applicable standards

### Surfacing

Poured-in-place (PIP) surfacing is preferred for the full playground footprint. If alternate surfacing is proposed, the contractor shall clearly identify the alternate, explain why it is recommended, and provide associated maintenance implications and lifecycle considerations.

Any proposed surfacing shall meet all applicable accessibility and impact attenuation requirements. If EWF is included in any portion of the design, it shall be installed at proper

depth and with all containment and accessibility considerations addressed.

### Design Preferences

The Town prefers designs that include:

- roofs and/or shade elements
- a visually distinctive and cohesive appearance
- durable materials with low long-term maintenance demands

Metal slides and tube slides are not permitted.

### Public Engagement and Design Coordination

Contractor shall participate in at least one public engagement meeting coordinated by the Town. Contractor shall collaborate with Town staff to refine and finalize the preferred design prior to execution of a final price agreement or purchase authorization.

### Safety and Site Security

Contractor shall be responsible for site safety throughout demolition and installation. This includes:

- providing temporary fencing and site protection measures
- securing all materials, equipment, and work areas
- maintaining a safe construction site for the public and workers

### Inspection and Acceptance

Town staff will perform a post-construction CPSI audit prior to final acceptance. Any deficiencies identified shall be corrected by the contractor at no additional cost prior to project closeout.

### Required Deliverables

#### 1. Concept Plans

- Provide three conceptual graphic plans showing proposed playground layouts within the existing footprint. Each plan shall demonstrate compliance with required safety clearances and show how the design maximizes play value within the available area.

#### 2. Equipment Information

Provide an itemized list of all proposed playground features and components, including:

- Manufacturer
- Model number
- Material description
- Age range, where applicable
- Warranty information
- Color options
- Photographs or cut sheets for each major piece of equipment or structure

#### 3. Pricing

Provide a complete fee statement that includes:

- Total lump sum project price
- Itemized equipment pricing
- Surfacing pricing
- Installation costs
- Freight or delivery charges listed as separate line items
- Any reimbursable expenses
- Hourly rates for additional services, if required

Clearly identify the base price and any discounts applied to equipment and surfacing. The Town is tax exempt and will not pay sales tax.

Exhibit B  
Park Location Maps  
Site Vicinity Map



Overhead of Existing Footprint of Coal Miner Park Playground



Existing Concrete Perimeter Picture



Existing Equipment Photos



**Construction Contract**  
**(2026 Street Maintenance Project (P26-1017-2))**

This Construction Contract (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado home rule municipality (the "Town"), and Western Plains Construction, an independent contractor with a principal place of business at 8134 Conifer Road, Denver, CO 80221 ("Contractor") (each a "Party" and collectively the "Parties").

**Recitals**

- A.** The Town issued a Request for Bids for the construction of the Project, dated March 31, 2026, ("RFB"), which is incorporated by this reference as if fully set forth here. The Town subsequently issued addendums on April 17, 2026, and April 20, 2026, all of which are also incorporated by this reference as if fully set forth here.
- B.** Contractor responded to the RFB and submitted its Bid for the Project on April 24, 2026, which Bid is incorporated by this reference as if fully set forth here.
- C.** The Town has determined that Contractor submitted the most qualified, responsible and responsive Bid and has selected Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

**Agreement**

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

- 1. **Contract Documents.** The "Contract Documents" for this Project consist of the following:
  - A. Bid Form (including Bid Summary)
  - B. Bid Schedule
  - C. Bidder's Qualification Statement
  - D. This Contract
  - E. General Provisions
  - F. Special Provisions
  - G. Federal Forms and Provisions (if applicable)
  - H. Technical Specifications
  - I. Construction Drawings
  - J. Certificate of Insurance Verification
  - K. Notice of Award
  - L. Notice to Proceed

- M. Bid Bond
- N. Payment and Performance Bond
- O. Certificate of Final Payment
- P. Final Acceptance Form
- Q. Documentation submitted by Contractor prior to Notice of Award
- R. Bid Addenda 1 through 2

Any conflicts or inconsistencies between or among any of the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

2. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference:

- Application of a 2" edge mill & overlay on portions of various roads in Vista Ridge—approximately 185,394 SY. All areas in Vista Ridge will require repair of premarked subgrade failures, profile milling, following the milling the surface will be inspected for cracking and addressed as needed, valves and manholes will be adjusted and all pavement marking replaced, as well as additional Pavement markings.
- Application of a 2" edge mill & overlay on portions of various roads in Historic Old Town Erie – approximately 30,897 SY. All areas in Historic Erie will require repair of premarked subgrade failures, profile milling, following the milling the surface will be inspected for cracking and addressed as needed, valves and manholes will be adjusted and all pavement marking replaced.

3. Term. The initial term of this Agreement shall be one (1) year ("Initial Term"). Following the Initial Term, the Town may opt to extend this Agreement for up to two (2) successive one (1) year renewal terms (each a "Renewal Term"). Any such extension of this Agreement shall be confirmed by a written amendment to this Agreement signed by both Parties.

4. Bonds. Within 10 days of the date of this Contract, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents. A payment and performance bond is not required for contract amounts under \$50,000 unless indicated differently in the Request for Bids or the Contract Documents.

5. Commencement and Completion of Work. Contractor shall commence the Work within 10 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished pursuant to the schedule in the Contract Documents, unless the period Substantial Completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 14 days of the date of Substantial Completion and in no event beyond the expiration of the Initial Term.

6. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed \$3,502,700.00. The Town shall be entitled to keep all savings resulting from a difference in total sums finally paid to Contractor and the Contract Price.

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

8. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

k. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. The foregoing notwithstanding, in accordance with §24-91-103.6, C.R.S., the Town has appropriated funds in an amount at least equal to the Contract Price and will comply with the requirements of §24-91-103.6, C.R.S., for any approved Change Orders.

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

In Witness Whereof, this Construction Contract has been executed by the Parties as of the Effective Date.

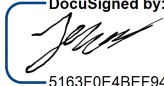
**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

By:  \_\_\_\_\_  
5163F0E4BEF94F8...  
Jesus Guiterrez, Owner

## **Agreement for Design Services (Zone 3 Storage Tank and System Improvements P25-1205)**

This Agreement for Design Services (the "Agreement") is made and entered into this \_\_day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Burns & McDonnell Engineering Company, INC., an independent contractor with a principal place of business at 9400 Ward Parkway, Kansas City, MO 64114 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires design services; and

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

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

### **I. Scope of Services**

A. Consultant shall furnish all of the professional services, labor, materials, and equipment required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described in the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services").

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

C. Consultant may request a Change Order seeking an equitable adjustment in the compensation or time allowed to perform the Services for any change in the Project or the Agreement that affect the cost or schedule of the Services consisting of Town directed or requested changes the sequence, scope or timing of the Services, any unforeseen or differing site conditions, any suspension of the Services, any disruption or delay not caused by Consultant or its Design Consultants, or any change in \_\_\_\_\_ applicable \_\_\_\_\_ law.

## **II. Term and Termination**

A. *Term.* The term of this Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Services in compliance with the Agreement, unless terminated earlier.

B. *Termination for Convenience.* The Town may, at any time and without cause, terminate the Agreement in whole or in part for the Town's convenience and without cause upon 30 days' written notice to Consultant. If the Town terminates this Agreement for convenience, the following shall apply:

1. Consultant is not entitled to any claim for any amount, including lost profits or other special or consequential damages, for or in connection with any portion of the Services yet to be performed.

2. Upon receipt of a termination notice, Consultant shall, unless otherwise directed by the Town, take all of the following actions: (a) cease operations as directed by the Town in the notice; (b) take all actions necessary or that the Town may direct for the protection and the preservation of work performed by Consultant pursuant to the Agreement; and (c) use all reasonable efforts to cancel or divert outstanding commitments and subcontracts for procurement of services, materials or equipment to the extent they relate to the terminated portion of the Services.

3. The Town shall pay Consultant for that portion of the Services properly executed prior to the date of the termination and, to the extent approved by the Town, actual cancellation charges or loss incurred by Consultant upon outstanding commitments or subcontracts that Consultant is unable to cancel, provided Consultant has proven reasonable efforts to divert the commitments to other activities. Within 60 days of the effective date of the termination, Consultant shall submit a claim to the Town, along with all supporting backup documentation and cost records substantiating the amounts claimed. Consultant shall not be entitled to lost profits or any other form of special or consequential damages, or any costs incurred due to Consultant's or any of its suppliers or subconsultants fault or failure to mitigate as a result of any such termination by the Town for convenience.

C. *Termination for Default.* If Consultant defaults in the timely and proper performance of any of its obligations under this Agreement, Town may provide Consultant notice of such default, and Consultant shall, within 30 days, cure or commence to cure and diligently and continuously pursue cure of such default. Should Consultant fail to do so, Town may terminate the Services of Consultant. Upon termination, the Town shall pay Consultant for that portion of the Services previously authorized and satisfactorily completed prior to the date of the notice of termination, subject to any offset or other claim for damages suffered by the Town that are attributable to Consultant's default.

### **III. Compensation**

In consideration for the completion of the Services by Consultant, the Town shall pay Consultant an amount not to exceed \$1,415,240, which shall include all fees, costs and expenses incurred by Consultant. Payment shall be made in accordance with **Exhibit B**, attached hereto and incorporated herein by this reference.

### **IV. Professional Responsibility**

A. Consultant represents and warrants that it is qualified to assume the responsibilities and render the Services and has all requisite corporate authority and professional licenses in good standing, required by law. The work and Services performed by Consultant shall be performed in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work or services in the applicable community. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, incidental services or materials, and other work furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors, omissions or deficiencies in its designs, drawings, specifications, reports, and other work that fails to maintain the level of skill and care that an ordinary prudent professional in the same or similar circumstances would maintain, or fails to conform to applicable law, and Consultant shall reimburse the Town for any costs, expenses, or other liabilities caused by or attributable to such errors, omissions or deficiencies.

B. If Consultant fails to meet the standard of care in design services, it will perform at its own cost, and without reimbursement from Town, the professional engineering services necessary to correct errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one year from the completion of Consultant's design professional services.

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

D. Approval, review or acceptance by the Town of drawings, designs, specifications, reports, incidental Services or materials, and other work or Services furnished by Consultant or its subcontractors or subconsultants hereunder shall not in any way relieve Consultant of responsibility for the Services.

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

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

G. Affiliates. Consultant may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell International Inc., and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill Contractor's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between Contractor and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall be billed according to the applicable rate sheet for the Scope of Work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of Contractor and able to act on behalf of Contractor within the scope of the authority granted such personnel according to job function and billing classification.

## **V. Ownership**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor and delivered to Town as required by Exhibit A shall be exclusively owned by the Town upon full payment by the Town. Notwithstanding the foregoing, all documents proprietary to Consultant shall remain the property of Consultant. Such materials and documents are not intended or represented to be suitable for reuse or used if not complete by Town or others on extension of the Project or any other project. Any reuse or use of incomplete documents without written verification or adaptation by Consultant for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to the Consultant or its subcontractors, and Town shall hold harmless Consultant and its subcontractors from and against all claims, damages,

losses and expenses, including attorney's fees arising out of or resulting therefrom.

## **VI. Independent Contractor**

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

## **VII. Insurance**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance for the coverages listed below. Consultant shall procure and maintain, and shall require its subcontractors to procure and maintain adequate insurance for their portions of the work.

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

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

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

## **VIII. Indemnification**

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, and any of their respective heirs and assigns, from and against all third party claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, to the extent caused by the negligent act, omission, error, professional error, mistake, negligence, any subcontractor or subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant, or which may arise out of a workers' compensation claim of any employee of Consultant or of any employee of any subcontractor or subconsultant of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor or subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor or subconsultant of Consultant.

B. The extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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

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

M. *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.*

N. Both parties release each other and waive damages, costs, expenses and all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance or that could be covered by property insurance, if self-insured (including deductibles), during and after the completion of Consultant's services. A provision similar to this shall be incorporated into all construction contracts entered into by the Town, and all construction contractors shall be required to provide waivers of subrogation in favor of the Town and Consultant for damage covered by any construction contractor's property insurance.

O. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise shall either Party be liable for consequential, special or indirect damages, including, without limitation, damages or losses in the nature of delay, business interruption, loss of reputation, loss of or increased costs related to third party financing, loss of product, loss of anticipated



**Exhibit A**  
**Scope of Services**

1. Services. Consultant hereby agrees to and accepts responsibility to perform the following Services:

## Scope of Services – Zone 3 Tank and Pipeline

The Town of Erie (Owner) has identified a need for a new 4.3 MG Zone 3 water storage tank in the southwest corner of the planning boundary near Aspen Ridge Dr and Lucerne Dr.

The professional services fee estimate is based on the following scope items. Any changes to these scope items will be considered supplemental services and require an amendment:

- ▶ New 4.3 MG Zone 3 water storage tank (fully buried concrete tank)
- ▶ Tank will be a post-tensioned or pre-stressed concrete tank. It is assumed that the site can accommodate the tank and associated construction activities with adequate clearances.
- ▶ New 1.87-mile transmission waterline between the new tank and Zone 3/Lynn R. Morgan Water Treatment Plant. Scope includes a brief alignment study.
- ▶ A pre-fabricated building will be utilized to house electrical equipment associated with the tank.

### Task Series 100 – Project Management

#### Task 101 – Project Kickoff Meeting

Engineer will lead a Project Kickoff meeting at the Owner’s offices. This meeting is expected to last one (1) hour. During the Project Kickoff meeting the project team will discuss the following:

- ▶ Define project goals, including design criteria
- ▶ Discuss scope of work
- ▶ Discuss project requirements including Owner design standards
- ▶ Establish a project schedule
- ▶ Identify key project issues
- ▶ Identify key personnel who are to provide input on the project,
- ▶ Establish a communication plan, and
- ▶ Get initial input on design items

Engineer’s Project Manager and two (2) discipline engineers will attend in person. It is expected that this meeting will be held concurrently with the kickoff meeting for pump station project.

#### Task 102 – Progress Meetings

Engineer will conduct biweekly design progress meetings. These meetings will be held by Microsoft Teams and are expected to last one (1) hour each. The duration of the design phase is anticipated to take approximately thirteen (13) months. Therefore, this task assumes a total of twenty-four (24) biweekly design progress meetings. Engineer will provide meeting minutes with a decision log and a list of action items which will be distributed via email. Engineer’s Project Manager and two (2) discipline engineers will attend. Additional disciplines will attend up to four (4) meeting each.

It is expected that twenty-four (24) of these meetings will be held concurrently with the pump station project.

### Task 103 – Project Management

The Engineer’s project manager will review project status, review project schedule, review project deliverables, align resources including sub-consultants, and provide oversight of the Quality Control/Quality Assurance program. This task also includes an internal weekly progress meeting with the design team.

### Task 104 – Quality Control/Quality Assurance

The Engineer’s project team will follow Engineer’s QA/QC program. This task includes internal review of the project by qualified staff.

### Task 105 – Project Schedule

Engineer will develop a master project engineering schedule in critical path format that includes the major design activities. The schedule will be updated monthly.

## Task Series 200 – Preliminary Design Phase

### Task 201 – Review Existing Documents

Engineer will review reports/design documents and data provided by the Owner to support understanding of the project. This information will be used to generate a baseline for the planning and design of the project.

### Task 202 – Pipeline Alignment Study

Engineer’s project team will perform a desktop study to identify and evaluate up to two (2) potential alignments for the transmission main for the new Zone 3 tank. This study will utilize publicly available data, including aerial imagery, GIS data, available utility information, and online databases to assess the alignments based on the following criteria:

- ▶ Hydraulic considerations.
- ▶ Potential for utility conflicts along the alignment based on readily available information.
- ▶ Potential environmental, biological, and cultural resource constraints.
- ▶ Current landownership and potential fee acquisition/easement requirements.
- ▶ Accessibility for construction and future maintenance.

The findings and recommendations of the alignment analysis will be summarized in a technical memorandum, which will include a ranking of the alignment alternatives and a recommendation for the preferred alignment to be carried forward into the preliminary design. One (1) meeting with the City of Lafayette is included to discuss the potential pipeline alignments.

### Task 203 – Prepare 30% Design Documents:

Drawings and specifications will be provided by Engineer at the 30% design level. The 30% Documents will include the following, as needed:

- ▶ Specification Table of Contents
- ▶ Plan View of Pipelines and Connections
- ▶ Civil Drawings
- ▶ Structural Drawings
- ▶ Architectural Drawings

- ▶ Process Drawings
- ▶ Electrical Drawings
- ▶ Mechanical Drawings
- ▶ Plumbing Drawings
- ▶ Instrumentation and Controls Drawings
- ▶ Landscaping Plan
- ▶ List of necessary environmental, permitting, and construction permits
- ▶ Estimated Construction Schedule
- ▶ Memorandum detailing tank construction options

The Owner will be given at least one (1) week to review the drawings and outline specifications prior to holding the 30% Design Review Meeting. PDF documents will be provided to the Owner for review.

#### Task 204 – 30% Engineer’s Opinion of Probable Construction Cost

Based on the 30% design documents, Engineer will prepare the engineer’s opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 5.

#### Task 205 – Preliminary Design Review Meeting

After the Engineer has drafted a preliminary site layout and pipeline alignment, Engineer will conduct a preliminary design review meeting at the Owner’s offices. This meeting is expected to last two (2) hours and will be attended by the Engineer’s project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to review the preliminary design prior to finalizing the 30% design documents. Comments will be incorporated into the 30% design documents as applicable.

#### Task 206 – Water Model Verification

Engineer will work with Owner’s hydraulic modeling consultant to discuss and confirm the planned water infrastructure for Zone 3. The model results will be used to preliminarily size the new transmission line. Several iterations of discussions may be required with the modeling consultant.

The model is assumed to be fully calibrated, is accurate without independent verification by Engineer, that no updates to the hydraulic model will be required, and that no data collection or field testing will be required for this planning level scope. This will include demand conditions, proposed and existing infrastructure attributes, and boundary conditions. Boundary conditions are critical to establish as the surge model will only include the proposed infrastructure. Any existing infrastructure will be included simplified boundary conditions based on model outputs provided by the modeling consultant.

#### Task 207 – Environmental and Cultural Desktop Review

Engineer will conduct a desktop evaluation of the project area to identify potential environmental, cultural, and historic resource constraints. For cultural resources, this evaluation will be limited to a file search with the Colorado Office of Archaeology and Historic Preservation and a literature review and using available historical records. For the environmental component, Engineer will utilize desktop data sources to assess

the site for the potential presence of wetlands, other aquatic resources, and habitat for protected species. An environmental specialist will then conduct a site visit to verify the findings of the desktop review.

The findings of the desktop evaluation will be documented in a memorandum, summarizing any identified environmental or cultural constraints. Based on the results, Engineer will provide recommendations regarding potential permitting requirements and construction methods and timing.

A single report which covers the tank and pipeline project and the pump station site will be developed.

### **Task 208 – 30% Design Review Meeting**

After the Owner has had an opportunity to review the 30% design documents, Engineer will conduct a 30% design review meeting at the Owner's offices. This meeting is expected to last two (2) hours and will be attended by the Engineer's project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the 60% design documents as applicable.

## **Task Series 300 – 60% Design**

### **Task 301 – 60% Design Documents**

Drawings and specifications will be provided by Engineer at the 60% design level. The 60% Documents will include the following:

- ▶ Technical Specifications
- ▶ Drawings included in the 30% design package brought to 60% completion, including pipeline profiles
- ▶ Additional detail drawings needed for final design

The Owner will be given at least one (1) week to review the drawings and specifications prior to holding the 60% Design Review Meeting. PDF documents will be provided to the Owner for review.

### **Task 302 – 60% Engineer's Opinion of Probable Construction Cost**

Based on the 60% design documents, Engineer will prepare the engineer's opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 4.

### **Task 303 – 60% Design Review Meeting**

After the Owner has had an opportunity to review the 60% design documents, Engineer will conduct a 60% design review meeting. This meeting is expected to last two (2) hours and will be attended by the Engineer's project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the 90% design documents as appropriate.

### **Task 304 – Topographical Survey**

Engineer will subcontract with a licensed surveyor, King Surveyors, to conduct field surveys to provide a topographic map for detailed design. The survey will show property boundaries and easements necessary for the project, as well as the location of utilities and surface features that are likely to affect the project.

The survey will include the new tank site and the approximately 1.87-mile transmission main alignment. The survey will also include available existing utility mapping from individual utility companies and the Owner, as well as utility marks provided by Colorado One-Call (811). Survey will be scaled from Colorado State Plane to Ground Plane. A scaling factor will be provided. If scaling to Colorado State Plane is required, it will be considered supplemental services and require an amendment.

### Task 305 – Utility Potholing

Engineer will subcontract with a licensed utility potholing firm, Pro-Vac, to perform subsurface utility engineering (SUE) Level A locates of existing utilities near the new transmission waterlines to determine their location, elevation, size, and material. Engineer assumes thirty-five (35) potholes within the proposed site and proposed pipeline alignment. Fifteen (15) are assumed to be within pavement and twenty (20) are assumed to be outside of pavement.

Engineer will develop a Utility Potholing Report summarizing the findings from the utility potholing. Information obtained from utility potholing will be incorporated into the design plans.

### Task 306 – Geotechnical Investigation

Engineer will subcontract with a licensed geotechnical firm, Kumar & Associates, to conduct soil borings and laboratory tests at key locations as needed to determine subsurface conditions. This scope includes up to seven (7) geotechnical bores. Two (2) geotechnical bores are based on one (1) assumed trenchless crossing location of State Highway 287 and will be drilled to 50 feet in depth. Five (5) geotechnical bores will be performed within the proposed tank footprint; four (4) will be drilled up to 50 feet in depth and one (1) will be drilled up to 75 feet in depth. The geotechnical firm will provide a geotechnical data report (GDR) with recommendations for the foundation and design of new tank, building(s), and walls, and recommendations for site paving, excavation, trench stabilization, pipe backfill, and protection from corrosive soils.

## Task Series 400 – 90% Design

### Task 401 – 90% Design Documents

Drawings and specifications will be provided by Engineer at the 90% design level. The 90% Documents will include the following:

- ▶ Refined Technical Specifications
- ▶ Drawings included in the 60% design package, brought to 90% completion
- ▶ Additional detail drawings needed for final design

The Owner will be given at least one (1) week to review the drawings and specifications prior to holding the 90% Design Review Meeting. PDF documents of the drawings will be provided to the Owner for review.

### Task 402 – 90% Engineer’s Opinion of Probable Construction Cost

Based on the 90% design documents, Engineer will prepare the engineer’s opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 3.

### Task 403 – 90% Design Review Meeting

After the Owner has had an opportunity to review the 90% design documents, Engineer will conduct a 90% design review meeting. This meeting is expected to last two (2) hours and will be attended by the Engineer's project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the IFB design documents as appropriate.

### Task 404 – Easement Document Preparation

Engineer's surveyor subconsultant will complete up to two (2) legal descriptions for permanent easements and up to two (2) legal descriptions for temporary construction easements. Legal descriptions will include the written description and be supported by an exhibit (map). Additional legal descriptions/exhibits, if needed, can be provided at \$770 each.

## Task Series 500 – Construction Documents

### Task 501 – Issue for Bid Design Documents

Engineer will prepare and submit Issue for Bid drawings and specifications to the Owner for bidding purposes. The drawings and specifications will incorporate final Owner comments prior to bidding.

Furnish one (1) electronic copy of the Issue for Bid documents to Owner

Redlines of the Owner's standard contract documents to include project-specific information

### Task 502 – 100% Engineer's Opinion of Probable Construction Cost

Based on the 100% design documents, Engineer will prepare the engineer's opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 3.

### Task 503 – Contractor Prequalification Support

Engineer will provide Contractor prequalification support to the Owner, including assistance with preparation of the prequalification package for advertisement and attendance at the prequalification meetings.

### Task 504 – Bid Phase Support

Engineer will provide bid phase support, facilitation of the pre-bid meeting, preparation of up to three (3) addenda, review of submitted contractor bids, and recommendation for award to the Owner.

### Task 505 – Issued for Construction Documents

Engineer will prepare and submit issued for construction drawings and specifications. The drawings and specifications will incorporate the bidding addenda prior to submitting.

## Task Series 600 – Permitting and Community Outreach

### Task 601 – Permitting

Engineer will work with the permitting authorities for permitting and project approval requirements. Permit applications and necessary documents will be prepared and provided to the Owner for signature and

submittal as required. The scope of permitting for this project is assumed to include permits from City of Lafayette, Town of Erie, CDOT, and CDPHE. Owner and/or Contractor will be responsible for all permitting fees.

### Task 602 – Document Preparation for Community Outreach

Engineer will develop a presentation of the conceptual layout of the tank site and the proposed pipeline alignment to support public outreach. The presentation is anticipated to be developed following the 30% design phase; therefore, any figures included in the presentation will be limited to the detail provided in the 30% submittal documents. 3D renderings are not anticipated to be developed.

Engineer will not be responsible for presenting the materials to the public, printing any materials for public outreach, or any mailing of public outreach documents.

### Task 603 – Develop CDPHE BODR

Engineer will complete the CDPHE Basis of Design Report Application. Permit applications and necessary documents will be prepared and provided to Owner for signature and submittal as required. All permitting fees will be paid directly by Owner to permitting agencies.

### Task 604 – Due Diligence and Title Commitments

Our in-house right-of-way (ROW) specialists will manage all aspects of the easement acquisition process. We conduct thorough research using county records, surveys, and stakeholder input to evaluate easement validity and ownership gaps. We subcontract a title company and review title commitments to prepare parcel-specific encumbrance memos and confirm ownership. We also identify and address physical encroachments. Title commitments will be reviewed for two (2) parcels requiring permanent easement acquisition. Vesting deeds will be reviewed to verify land ownership for two (2) parcels requiring temporary easement acquisition.

### Task 605 – Easement Valuation and Negotiations

We will complete a Market Data Study, and with approval from Owner, assign a base fee value for each parcel. Then use these values to populate a compensation worksheet, including easement costs and budget. Our team will populate standard land acquisition agreements provided by Owner.

We will conduct landowner negotiations virtually and up to one (1) in-person meeting is included. The ROW team will serve as a bridge between the Owner and the affected landowners and will work to address landowner questions and concerns to reach a timely settlement, agreeable to both parties. For landowners unable or unwilling to meet in person, contacts will be advanced through phone, online, or via FedEx (signature required). For the purposes of our fee, we have included easement negotiations for five (5) parcels along the preferred alignment. We focus on obtaining voluntary agreements with the landowners and demonstrating good faith negotiations documented in landowner negotiation logs.

### Task 606 – Easement Recordings

Our ROW team will record up to two (2) fully executed permanent easements with Boulder County identified in Task 605. Recording and title fees will be paid by the Owner.

## Task Series 700 – Zone 4A Pump Station Study

The Town of Erie (Owner) has identified a deficiency with fire flow timing in Zone 4A and requested an alternatives analysis to understand what solutions exist to correct the deficiency.

### Task 701 – Zone 4A Study Kick Off Meeting

Engineer will lead a Zone 4A Study Kickoff meeting at the Owner’s offices. This meeting is expected to last one (1) hour. During the Zone 4A Study Kickoff meeting the project team will discuss the following:

- ▶ Material Testing
- ▶ Define study goals, including design criteria
- ▶ Discuss scope of work
- ▶ Identify key project issues
- ▶ Identify and select three (3) alternatives for analysis in subsequent tasks
- ▶ Discuss project requirements including Owner design standards
- ▶ Identify key personnel who are to provide input on the project,
- ▶ Establish a communication plan, and
- ▶ Get initial input on design items

Engineer’s Project Manager and two (2) discipline engineers will attend in person. It is expected that this meeting will be held concurrently with the kickoff meeting for the tank and pipeline project.

### Task 702 – Zone 4A Study Progress Meetings

Engineer will conduct biweekly progress meetings dedicated to the Zone 4A Study. These meetings are separate from the design progress meetings above (Task 102). These meetings will be held by Microsoft Teams and are expected to last one (1) hour each. The duration of the study is anticipated to take approximately four (4) months. Therefore, this task assumes a total of eight (8) biweekly design progress meetings. Engineer will provide meeting minutes with a decision log and a list of action items which will be distributed via email. Engineer’s Project Manager and two (2) discipline engineers will attend.

### Task 703 – Review Existing Documents

Engineer will review reports/design documents and data provided by the Owner to support understanding of the project. This information will be used to generate a baseline for the planning and design of the project.

### Task 704 – Zone 4A Pump Station Alternatives Analysis

Engineer will evaluate up to three (3) conceptual alternatives to meet the Zone 4A fire flow requirements. The following alternatives will be evaluated:

1. **Alternative 1: New Zone 4A Pump Station:** New Zone 4A Pump Station is constructed along the proposed inlet/outlet pipe for the Zone 3 tank. No siting study will be performed. It is assumed that the pump station will be located near the intersection of Arapahoe Rd and N 111<sup>th</sup> St. The new Pump Station will replace the existing Zone 4A Pump Station at the Lynn R. Morgan Water Treatment Facility. Discussion related to this alternative will also consider space made available at the Lynn R. Morgan Water Treatment Facility for future Zone 3 pumping expansion.

2. **Alternative 2: Distribution System Improvements:** Targeted distribution system improvements within Zone 4A. Improvements may include pipeline upsizing or additional looping considerations.
3. **Alternative 3: Upsized City of Lafayette Interconnect:** Upsize the interconnection with the City of Lafayette and inclusion of new pressure reducing valve (PRV).

Engineer will develop the conceptual alternatives to be modeled by others. Modeling work will be performed by others. Engineer will hold up to two (2) virtual conference calls with the Town's modeler to discuss the three (3) alternatives.

Based on modeling results provided by others, Engineer will develop and submit a paired comparison analysis technical memorandum to summarize findings and recommendations, including a sketch plan of the pump station layout and sketches of the extents of upsized pipeline, as applicable. The paired comparison will focus on evaluating the technical, environmental, and social impacts for the alternatives.

This analysis will also include a cost opinion based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 5.

This task includes two (2) in-person meetings with the City of Lafayette.

This task includes a draft and final technical memorandum.

#### Task 705 – Zone 4A Alternatives Workshop

Engineer will conduct a workshop at the Owner's offices to review the Paired Comparison Analysis. The workshop is anticipated to last two (2) hours and will be attended by Engineer's Project Manager and two (2) discipline engineers.

#### Task Series 800 – Construction Phase Engineering Services

The Engineer and Owner will negotiate Construction Phase Engineering Services during the progress of design, as scope and construction contracting methods are better defined. Construction Phase Engineering Services are excluded from this scope of work.

## Clarifications and Exceptions

Our proposal is based on the following clarifications and exceptions:

1. Price is based upon Engineer's proposal, attached preliminary schedule, and associated clarifications and exceptions. The proposal and associated clarifications and exceptions will be incorporated into the final prime agreement between Owner and Engineer.
2. It is assumed that Engineer will not encounter any existing hazards including, but not limited to, contaminated soils. Mitigation/abatement of all existing hazardous substances is not included. Additionally, scope does not include performing a hazardous material survey/assessment of the existing conditions present at the proposed project site.
3. Scope does not include electrical load study or arc flash study.
4. This scope of work assumes that power can be available at the proposed site and any design upstream of the power meter is to be provided by electric utility. It is assumed that only a single feed will be required for the entire site.
5. Communication system design (fiber optic and wireless) from the facility to the Town's SCADA system is to be provided by others. Engineer will use a single point of contact for SCADA. Engineer is to provide specifications and delegated design as required.
6. Task Series 800 Zone 4A Pump Station Study
  - a. Survey, subsurface utility engineering, geotechnical investigations, environmental and cultural resources reviews are not included.
  - b. All sketches of alignments and/or site layouts will be based on available Town GIS, information provided by the City of Lafayette, and aerial data.
7. An official Army Corps of Engineers wetland delineation is not included in the scope.
8. No species-specific wildlife surveys are included in the scope.
9. A cultural resources field survey (Class III) is not included in the scope.
10. A single pre-fabricated building will be utilized for electrical equipment associated with the tank. Engineer will develop performance based specifications for electrical, I&C, mechanical, structural, and architectural elements of the building.
11. An approximately 1.87-mile transmission main (24" diameter) will be designed which connects the proposed tank to the treatment plant. A single trenchless crossing of US 287 is assumed for this alignment.
12. It is expected that the property is currently platted and zoned for the planned site use.
13. Review of the Client's contract documents will be limited to project-specific details. Engineer will not review other aspects of the contract documents.
14. Up to four (4) total submissions of SPAR and/or BLD plans are assumed to be required to obtain approval from the City of Lafayette. Additional submissions will be considered supplemental services and require an amendment.
15. Assumes City of Lafayette is sole authority for all site development permitting. Fee assumes attendance at a pre-application, site development plan submittal, and comment response to one review.
16. Costs or schedule constraints/impacts associated with permitting are not included.
17. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%.

18. The services of contract/agency and/or any personally of a Burns & McDonnell subsidiary or affiliate shall be billed to the City according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
19. Owner will provide all document templates related to easement acquisitions.
20. Cost estimate does not include activities that may become necessary for addressing title defects such as subordination and clearing. If title defects need to be addressed, Burns & McDonnell will research the specific situation and provide recommended action and related costs.
21. Appraisals will be performed by Engineer's ROW specialists. ROW specialists are not licensed appraisers, and full appraisals are not included in the scope of work.
22. Owner will provide legal assistance to communicate with the legal counsel of any landowner when necessary.
23. Condemnation support is not included.
24. The rates shown above are effective for services through December 31, 2028, and are subject to revision thereafter as allowed by the Agreement.
25. Estimates, schedules, forecasts, and projections prepared by Engineer relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Engineer's experience, qualifications, and judgment as a professional. Since Engineer has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Engineer.

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

- 30% Design Documents
- 30% EOPCC
- Pipeline Alignment Study
- Environmental and Cultural Desktop Review
- 60% Design Documents
- 60% EOPCC
- Topographical Survey and Utility Designation Documents
- Utility Potholing Documents
- Geotechnical Investigation Documents
- 90% Design Documents
- 90% EOPCC
- Easement Documents
- IFB Documents
- 100% EOPCC
- IFC Documents
- Permits
- Community Outreach Documents
- CDPHE BODR
- Zone 4A Pump Station Alternatives Analysis

3. Time. The Services shall commence on 5/13/2026 and be completed by: 7/4/2028.

**Exhibit B**  
**Compensation**

As compensation for completion of the Services in compliance with this Agreement, the Town shall pay Consultant as follows:



Except as expressly provided in this Exhibit B, Consultant shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.), vehicle, mileage, or equipment costs.

Consultant may submit invoices to the Town no more frequently than once per month that itemize the Services completed since the last invoice. Consultant shall include in all invoices an itemization of the Services rendered and the hourly breakdown for all personnel and other charges, and supporting documentation as may be required by the Town.

### Certificate Of Completion

Envelope Id: 3B6A44C2-8FF6-8784-82EC-9703AD21E306  
 Subject: Complete with Docusign: BMcD PSA Zone 3 Tank and System Improvements.pdf  
 Source Envelope:  
 Document Pages: 25  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Lyndsy Willette  
 645 Holbrook Street  
 P.O. Box 750  
 Erie, CO 80516  
 lwillette@erieco.gov  
 IP Address: 50.206.104.130

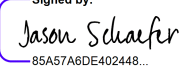
### Record Tracking

Status: Original  
 5/1/2026 10:41:11 AM  
 Holder: Lyndsy Willette  
 lwillette@erieco.gov  
 Location: DocuSign

### Signer Events

Jason Schaefer  
 jschaefer@burnsmcd.com  
 Vice President  
 Burns & McDonnell, Inc.  
 Security Level: Email, Account Authentication  
 (None)

### Signature

Signed by:  
  
 85A57A6DE402448...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 4.17.8.122

### Timestamp

Sent: 5/1/2026 10:42:37 AM  
 Viewed: 5/4/2026 8:17:40 AM  
 Signed: 5/4/2026 8:25:42 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/13/2021 3:40:43 PM  
 ID: a67ce963-f82d-4603-a856-d0337d7552de

### 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

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

**COPIED**

Sent: 5/4/2026 8:25:43 AM  
 Viewed: 5/4/2026 8:43:27 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/29/2026 1:14:18 PM  
 ID: 88131ad6-4c44-43ab-a862-bef78a421034

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	5/1/2026 10:42:37 AM
Certified Delivered	Security Checked	5/4/2026 8:17:40 AM
Signing Complete	Security Checked	5/4/2026 8:25:42 AM
Completed	Security Checked	5/4/2026 8:25:43 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

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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](mailto:docusign@erieco.gov)

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

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- 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.