



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Meeting Agenda

### Town Council

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Tuesday, February 24, 2026

7:15 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

7:15 p.m.

#### II. Roll Call

#### III. Approval of the Agenda

#### IV. Consent Agenda

7:15-7:20 p.m.

[2026-90](#)

A Resolution of the Town Council of the Town of Erie Approving the Third Amendment to Contract Manager at Risk Contract with Fransen Pittman Construction for the Police Department Expansion and Remodel Project

**Attachments:**

[Resolution 26-031](#)

[Third Amendment](#)

[2026-110](#)

A Resolution of the Town Council of the Town of Erie Approving the Amendment and Partial Termination of Improvements Acquisition, Water System and Operations Agreement; of Agreement to Proceed; and of Common Interest and Confidentiality Agreement

**Attachments:**

[Resolution 26-026](#)

[Agreement](#)

[2026-101](#)

A Resolution of the Town Council of the Town of Erie Approving a Water Lease Agreement with the City of Boulder

**Attachments:**

[Resolution 26-038](#)

[Agreement](#)

[2026-109](#)

A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Agreement for Professional Services with Collab Architecture for Design Services for Erie Community Center Renovation

and Expansion Project (P25-520)

**Attachments:** [Resolution 26-034](#)  
[First Amendment](#)

[2026-111](#) A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with Via Mobility for the Erie Bee Transit Service Operations

**Attachments:** [Resolution 26-027](#)  
[Agreement](#)  
[Erie Microtransit Service Plan](#)

[2026-112](#) A Resolution of the Town Council of the Town of Erie Approving a Ditch Crossing Easement Agreement with Allo Communications, LLC

**Attachments:** [Resolution 26-035](#)

[2026-75](#) A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Agreement for Professional Services with RESPEC for the Colliers Hill Detention Pond Improvements (P24-649)

**Sponsors:** Public Works

**Attachments:** [Resolution 26-039](#)  
[First Amendment](#)

[2026-136](#) A Resolution of the Town Council of the Town of Erie Approving a Third Amendment to the Agreement for Professional Services with HDR Engineering, Inc. for Final Design and Construction Services for the Erie Lake Dam Rehabilitation Project

**Attachments:** [Resolution 26-033](#)  
[Amendment 3](#)

[2026-134](#) A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with Geo-Solutions for the Erie Lake Dam Rehabilitation Project

**Attachments:** [Resolution 26-032](#)  
[Agreement](#)

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

7:20-7:30 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

[2026-124](#) A Resolution of the Town Council of the Town of Erie Authorizing a Land

Use Application Submittal for an Erie Town Center Planned Development Amendment

**Attachments:** [Resolution 26-030](#)  
[Presentation](#)

7:30-8:15 p.m.

*Presenter(s): Deborah Bachelder, Deputy Director of Planning & Development  
Sarah Nurmela, Director of Planning & Development*

[2026-55](#) Discussion: Council Rules of Procedure; Council Codes of Ethics & Conduct; Virtual Meeting Policy

**Attachments:** [1001 - Council Rules of Order and Procedure Clean for Packet Feb 17](#)  
[1001 - Council Rules of Order and Procedure Redlined for Packet Feb 17](#)  
[02 17 2026 Packet - Ethics Ordinance](#)  
[02 17 2026 Packet - Code of Conduct](#)  
[1004 - Virtual Meeting and Virtual Participation Clean for Packet Feb 17](#)  
[1004 - Virtual Meeting and Virtual Participation Redlined for Packet Feb 17](#)

8:15-8:45 p.m.

*Presenter(s): Meredyth Muth, Director of Administrative Services & Operations*

## VIII. Councilmember Reports and Announcements

8:45-9:00 p.m.

## IX. Executive Session

[2026-149](#) EXECUTIVE SESSION to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); for which a topic cannot be disclosed without compromising the purpose of the executive session;

9:00-9:20 p.m.

[2026-150](#) EXECUTIVE SESSION to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees, and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), concerning the appointment of an Acting Town Manager and the recruitment strategy for a candidate search

9:20-10:20 p.m.

## X. General Business

[2026-151](#)

A Resolution of the Town Council of the Town of Erie Designating an Acting Town Manager

**Attachments:**

[Resolution Appointing MW as Manager.docx](#)

[Resolution Appointing Manager \(Blank\).docx](#)

10:20-10:30 p.m.

**XI. Adjournment**

10:30 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: 2/24/2026**

**File #:** 2026-90, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving the Third Amendment to Contract Manager at Risk Contract with Fransen Pittman Construction for the Police Department Expansion and Remodel Project

**DEPARTMENT:** Public Works

**PRESENTER(S):** David Pasic - Public Works Director  
Chad Alexander - Facilities Manager

**TIME ESTIMATE:** 0 minutes

**FISCAL SUMMARY:**

Cost as Recommended:	\$29,318,751
Balance Available:	\$35,051,487
Fund	Police Facility Impact Fund
Line Item Number:	325-70-110-605000-100391
New Appropriation Required:	No. These funds will be reimbursed by Certificates of Participation financing

**POLICY ISSUES:**

The policy implications of this item include whether to expend funds on the expansion and remodel project for Erie Police Department facility to secure subcontractor agreements and to procure the final bid package materials and equipment. Approving this item is a step toward the execution of Certificates of Participation.

**STAFF RECOMMENDATION:**

Approve the Resolution

**SUMMARY/KEY POINTS**

- This resolution ensures the Police Department Expansion and Remodel project stays on schedule and current budget projections are maintained.
- Council approval is needed to secure the most competitive and predictable pricing available to procure items and ensure items are received when needed for the project.

- The combined total of the First, Second, and Third Amendment costs together with the Phase 1 Pre-Construction Services fee establishes the Guaranteed Maximum Price (GMP), as defined in the CMaR Contract between Fransen Pittman and the Town of Erie. This final GMP represents the total fixed limit of construction cost for the Project.

**BACKGROUND OF SUBJECT MATTER:**

On Sept. 10, 2024, the Town Council Approved the Award of a Consultant Contract to D2C Architects for the Police Department Expansion and Remodel Project Design. On Aug. 26, 2025, the Town approved the award of a Construction Manager at Risk (CMaR) agreement to Fransen Pittman Construction for Pre-Construction Phase services. On Oct. 28, 2025, the Town Council approved the First Amendment to CMaR with Fransen Pittman Construction for Construction Phase Services. On November 18, 2025, the Town Council approved the Second Amendment to CMaR with Fransen Pittman for Construction Phase Services.

The current resolution before the Town Council includes the Third Amendment to the CMaR Contract. The Third Amendment facilitates the execution of all remaining Construction Phase services including subcontractor and vendor contracts and all remaining equipment and materials to ensure the project remains on schedule for the Construction Phase of this Contract. The cost as recommended for the Third Amendment is \$29,318,751, which establishes the final Guaranteed Maximum Price (GMP) of the CMaR contract, in the amount of \$40,871,955

**ATTACHMENT(S):**

1. Resolution
2. Third Amendment

**Town of Erie  
Resolution No. 26-031**

**A Resolution of the Town Council of the Town of Erie Approving  
the Third Amendment to Contract Manager at Risk Contract with  
Fransen Pittman Construction for the Police Department  
Expansion and Remodel Project**

**Whereas**, on August 26, 2025, the Parties entered into a Construction Manager at Risk Contract (the "Contract");

**Whereas**, on October 28, 2025, the Parties entered into the First Amendment to the Contract;

**Whereas**, on November 18, 2025, the Parties entered into the Second Amendment to the Contract; and

**Whereas**, the Parties wish to amend the Contract to add a provision of work contained within the Phase 2 Bid Package 03.

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

**Section 1.** The Third Amendment to Contract Manager at Risk Contract with Fransen Pittman Construction is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Third Amendment on behalf of the Town.

**Adopted this 24th day of February, 2026.**

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

**Attest:**

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

**Third Amendment to Construction Manager at Risk Contract  
(Police Department Expansion and Remodel Project (P24-519))**

This Third Amendment to Construction Manager at Risk Contract (the "Third Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Fransen Pittman Construction, an independent contractor with a principal place of business at 522 Main Street Windsor, CO ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on August 26, 2025, the Parties entered into a Construction Manager at Risk Contract (the "Contract");

Whereas, on October 28, 2025, the Parties entered into the First Amendment to the Contract (the "First Amendment");

Whereas, on November 18, 2025, the Parties entered into the Second Amendment to the Contract (the "Second Amendment");

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

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

1. Section 4.02 of the Contract is hereby amended by the addition of new subsection D to read as follows:

4.02 For Phase 2 - Construction Services:

D. In full consideration of all remaining construction work for the Police Department Expansion and Remodel Project not included in Bid Package 01 or Bid Package 02, including, without limitation: General Conditions; building concrete and precast construction; unit masonry; structural steel and miscellaneous metals; rough and finish carpentry; moisture protection, roofing, metal wall panels, and sealants; Openings; doors, windows, and glazing systems; interior finishes including drywall, ceilings, flooring, and painting; specialties and equipment; furnishings; conveying systems; mechanical, plumbing, and HVAC systems; electrical and low-voltage systems; and all associated coordination, commissioning, and project closeout activities during the Construction Phase of the Contract, the Owner will pay to the Contractor \$29,318,751 ("Bid Package 03 Cost").

The Bid Package 03 Cost is based on the proposal from Fransen Pittman dated February 11, 2026, and is further described in the Exhibits identified in paragraph 3 below. The Bid Package 03 Cost shall be paid in accordance with the provisions of the Contract, including, without limitation, the withholding of applicable retainage.

1. The Bid Package 03 Cost is based on 100% construction documents dated December 22, 2025, Addendum No. 1 dated January 12, 2026, and Addendum No. 2 dated January 16, 2026, prepared by D2C Architects. The Bid Package 03 cost is in addition to the previously authorized Phase 1 Pre-Construction Services and Phase 2 Construction Services not-to-exceed fee of \$11,553,204, as set forth in the Second Amendment.
  2. Bid Package 03 establishes the final GMP, as that term is defined in Section 2.01.A.1 of the Contract, in the amount of \$40,871,955. The GMP includes contingency, project escalation, and other indirect costs as detailed in Exhibit A.3. Such contingencies and allowances are subject to drawn down only as authorized by the Owner in accordance with the Contract Documents.
2. Section 4.02 of the Contract is hereby further amended by the addition of new subsection E to read as follows:
- E. Reconciliation of Guaranteed Maximum Price:
1. The final GMP established in subsection D above supersedes and replaces the IGMP of \$41,266,172 established in the First Amendment. The Owner acknowledges that the final GMP represents the total fixed limit of construction cost for the Project.
  2. The combined total of Bid Package 01, Bid Package 02, and Bid Package 03 costs, together with the Phase 1 Pre-Construction Services fee of \$60,000, shall not exceed the final GMP without the Owner's prior written approval.
  3. Any unused portions of construction contingency, bidding and buyout contingency, or other allowances included in the GMP shall be returned to the Owner as savings upon final completion of the Project.
3. Section 8.01.A. of the Contract is hereby amended by the addition of new Subsection 11 to read as follows:
11. Contractor Bid Package 03 Exhibits, attached hereto and incorporated herein:
- a.3 Exhibit A.3 – 100% Construction Document Estimate (BP03)
  - b.3 Exhibit B.3 –Trend Log (BP03)
  - c.3 Exhibit C.3 – Buyout Summary (BP03)
  - d.3 Exhibit D.3 – Drawings and Specifications Index (BP03)
  - e.3 Exhibit E.3 – Clarifications (BP03)
  - f.3 Exhibit F.3 – Labor Rates and Insurance Rates (BP03)
  - g.3 Exhibit G.3 – Standard Tool and Equipment Rates (BP03)
  - h.3 Exhibit H.3 – Recommended Subcontractors (BP03)
  - i.3 Exhibit I.3 – Master Schedule (BP03)
4. Article 3, Section 3.01.C of the Contract is hereby amended to read as follows:
- 3.01 Construction Phase:

C. Substantial Completion of the entire Work shall be achieved on or before February 3, 2028, subject to adjustments of the Contract Times as provided in the Contract Documents. In addition, Contractor shall achieve the following interim milestones, subject to approved time extensions:

- (i) Addition Core & Shell completion by October 6, 2026;
- (ii) Second Floor Addition Buildout completion by February 1, 2027;
- (iii) First Floor Addition Buildout completion by April 2, 2027;
- (iv) Addition Temporary Certificate of Occupancy by April 13, 2027;
- (v) Existing Building Remodel completion by January 5, 2028; and
- (vi) Final Certificate of Occupancy by January 31, 2028.

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

*[Signatures to Follow]*

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

**Town of Erie, Colorado**

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

Attest:

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

**Contractor**

DocuSigned by:  
*Josh Davis*  
\_\_\_\_\_  
08D28C6DA3E44B2...

Josh Davis, VP of Northern Colorado Operations

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

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of Fransen-Pittman Construction Co., Inc.

My commission expires:

(Seal)

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



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

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**File #:** 2026-110, **Version:** 1

---

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving the Amendment and Partial Termination of Improvements Acquisition, Water System and Operations Agreement; of Agreement to Proceed; and of Common Interest and Confidentiality Agreement

**DEPARTMENT:** Utilities

**PRESENTER(S):** Todd Fessenden, Utilities Director  
Pete Johnson, Town Water Attorney

**TIME ESTIMATE:** 0 minutes

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

**FISCAL SUMMARY:**

Cost as Recommended:	\$(322,000)
Balance Available:	N/A
Fund	Water Fund
Line Item Number:	500-75-110-605000-100438
New Appropriation Required:	No

**POLICY ISSUES:**

The Town strives to provide a robust and reliable water infrastructure. While the infrastructure to be conveyed to the Town as part of this project was not up to our standards and therefore will not be conveyed, the other aspects of the project remain in the Town's interest. Approving this item allows for the negotiated changes to the project to take affect and reimbursement of a half of the costs expended back to the Town.

**STAFF RECOMMENDATION:**

Approve the Resolution

**SUMMARY/KEY POINTS**

Approving this item allows for the negotiated changes to the project to take affect and reimbursement of a half of the costs expended back to the Town.

**BACKGROUND OF SUBJECT MATTER:**

The Town of Erie has been evaluating the Filly Lake Well Project since approximately 2020, when the Town first entered into an agreement to acquire the Filly Lake Well, a dewatering well intended to be converted into a municipal water supply well. The agreement also provided that the Town would receive a Court-approved augmentation plan and certain changed water rights that would be used to replace depletions from the Filly Lake Well, in exchange for water credits that the Town would provide for water taps within Town developments. Among other components of the transaction, the Town also agreed to provide sewer service to the Shores on Plum Creek Development in Frederick (the development is located on the property surrounding Filly Lake), at the Town's standard rate for out-of-Town sewer (double the in-Town sewer tap fee), and the Town would receive certain wastewater infrastructure easements. After initial testing and due diligence related to the well system, it appeared as though the well system could provide significant yield of raw water to the Town and consisted of adequate infrastructure, so the Town entered into an Agreement to Proceed in 2022 and began preliminary design work for the conversion of the well system into a municipal water supply system. This design work required additional testing of the well system performance and ground water modeling; this additional information revealed the well would not sustainably yield the annual volume of water originally contemplated. Staff also discovered the well infrastructure was not constructed according to the standards for municipal water supply systems.

Due to these issues, the Utilities staff and consultants have recommended the Town not pursue the water supply component of the project. Staff and legal counsel met with the other parties to the agreement in late 2025 and negotiated an amendment and partial termination of the project agreements. The primary portions of the project agreement that will remain in place are the Town's agreement to provide sewer service to the Shores on Plum Creek Development at the standard out-of-Town sewer rates, and the conveyance of utility easements to the Town, which have already been conveyed.

A key aspect of these negotiations was the payment of legal and engineering costs related to the project. The agreements originally required that Erie pay such costs during the due diligence period and the other parties pay these costs after the due diligence period. However, the parties disagreed about whether certain of these costs were related to due diligence even though the costs were incurred after the due diligence period. Utilities staff and water counsel negotiated with the other parties and counsel to agree to share these costs equally. Each party will be responsible for \$322,000 in such costs, with a payment in that amount due to the Town. These terms are reflected in the attached Amendment and Partial Termination agreement.

**ATTACHMENT(S):**

1. Resolution
2. Agreement

**Town of Erie  
Resolution No. 26-026**

**A Resolution of the Town Council of the Town of Erie Approving the Amendment and Partial Termination of Improvements Acquisition, Water System and Operations Agreement; of Agreement to Proceed; and of Common Interest and Confidentiality Agreement**

**Whereas**, on September 25, 2020, the Parties entered into that Improvements Acquisition, Water System and Operations Agreement (“Agreement”), as amended in that First Amendment dated March 9, 2021, that Second Amendment dated February 11, 2022, and that Third Amendment dated March 17, 2022;

**Whereas**, in July 2023 the Parties entered into that Common Interest and Confidentiality Agreement (“Confidentiality Agreement”); and

**Whereas**, the Town has determined that certain aspects of the Project are not feasible for the purposes described in the Agreement and the Agreement to Proceed, and the Parties therefore desire to terminate portions of the Agreement and Agreement to Proceed.

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

**Section 1.** The Amendment and Partial Termination of Improvements Acquisition, Water System and Operations Agreement; of Agreement to Proceed; and of Common Interest and Confidentiality Agreement by and between the Town and the Shores at Plum Creek Metropolitan District No. 1, 35 Acre, LLC, KOKALOA, LLC and 833, LLC 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 24th day of February, 2026.**

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

**Attest:**

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

**AMENDMENT AND PARTIAL TERMINATION OF IMPROVEMENTS  
ACQUISITION, WATER SYSTEM AND OPERATIONS AGREEMENT; OF  
AGREEMENT TO PROCEED; AND OF COMMON INTEREST  
AND CONFIDENTIALITY AGREEMENT**

This Amendment and Partial Termination of Improvements Acquisition, Water System and Operations Agreement; of Agreement to Proceed; and of Common Interest and Confidentiality Agreement ("**Amendment**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and among the Town of Erie, a municipal corporation of the State of Colorado ("**Erie**"), the Shores on Plum Creek Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado ("**Metro District**"), KOKALOA, LLC, a Colorado limited liability company, its predecessors, affiliates, subsidiaries, successors and assigns, (collectively referred to hereinafter as the "**Developer**"), 35 Acre, LLC, a Colorado limited liability company, its affiliates, successors, agents and assigns ("**35 Acre**") and 833, LLC, a Colorado limited liability company, its affiliates, successors, agents and assigns ("**833**") (each a "**Party**" and collectively the "**Parties**"). This Amendment is effective as of the date of mutual execution by the Parties.

**RECITALS**

WHEREAS, on September 25, 2020, the Parties entered into that Improvements Acquisition, Water System and Operations Agreement ("**Agreement**"), as amended in that First Amendment dated March 9, 2021, that Second Amendment dated February 11, 2022, and that Third Amendment dated March 17, 2022; and

WHEREAS, on September 25, 2020, the Parties entered into that Improvements Acquisition, Water System and Operations Agreement ("**Agreement**"), as amended in that First Amendment dated March 9, 2021, that Second Amendment dated February 11, 2022, and that Third Amendment dated March 17, 2022and

WHEREAS, in July 2023 the Parties entered into that Common Interest and Confidentiality Agreement ("**Confidentiality Agreement**"); and

WHEREAS, Paragraph C.4 of the Agreement provided that the Agreement may be amended by the mutual written agreement of the Parties; and

WHEREAS, Erie has determined that certain aspects of the Project are not feasible for the purposes described in the Agreement and the Agreement to Proceed, and the Parties therefore desire to terminate portions of the Agreement and Agreement to Proceed, as provided herein; and

WHEREAS, Paragraph 16 of the Confidentiality Agreement provides that the terms of said agreement will remain in effect until the date on which the Parties mutually agree to terminate it.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Meaning of Terms. All terms used in this Amendment have the same meaning as in the Agreement to Proceed and/or the Confidentiality Agreement, as applicable.
2. Agreement.
  - 2.1. Partial Termination of Agreement. The following portions of the Agreement are hereby terminated:
    - 2.1.1. Section A, including all subsections therein except subsection 1.8 and subsection 10.2.8.
  - 2.2. Portions of Agreement Not Terminated. The following portions of the Agreement are not terminated herein and shall remain in full force and effect:
    - 2.2.1. Sections A.1.8, A.10.2.8, B.1, B.2, and B.3 of the Agreement, as modified by and subject to the Agreement to Proceed.
    - 2.2.2. Section C, including all subsections therein.
3. Agreement to Proceed.
  - 3.1. Partial Termination of Agreement to Proceed. The following portions of the Agreement to Proceed are hereby terminated:
    - 3.1.1. Sections 3, 4, 5, 6, 7, 8, and 9, including all subsections therein.
    - 3.1.2.
  - 3.2. Portions of Agreement to Proceed Not Terminated. Sections 10.1 and 10.2 of the Agreement to Proceed are not terminated herein and remain in full force and effect.
4. Confidentiality Agreement.
  - 4.1. The Confidentiality Agreement is hereby terminated.
  - 4.2. The Parties remain bound by their obligations under the Confidentiality Agreement with respect to Common Interest Information they exchanged while the Confidentiality Agreement was in effect.
5. Additional Terms and Conditions.
  - 5.1. Payment of Costs and Fees. The Parties have reached a compromise with respect to the obligations in the Agreement to Proceed regarding reimbursement to Erie of all

legal and engineering fees incurred in relation to the Adjudication(s), Permit(s), and Ditch Company Approvals, and reimbursement to Erie of the cost of designing the Raw Water Facilities. Upon execution of this Amendment, 35 Acre, Developer, and Metro District shall be jointly and severally responsible for immediate payment to Erie of three hundred and twenty-two thousand dollars (\$322,000.00), such amount representing approximately one-half of outstanding costs and fees incurred to date in relation to the Adjudication(s), Permit(s), and Ditch Company Approvals. Upon payment to Erie of said \$322,000.00 to Erie, 35 Acre and its associated entities shall have no further obligation to Erie for payment of Erie's legal or engineering consulting fees under the Agreement and/or the Agreement to Proceed.

- 5.2. Erie shall deliver to 35 Acre, at no charge to any other Party and within ten business days of the date on which this Amendment is executed, all work product prepared by DiNatale Water Consultants, LRE Water, and Kennedy Jenks in association with the Agreement and the Agreement to Proceed.

*[remainder of page intentionally blank]*

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth above.

**Town of Erie, Colorado**

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Andrew J. Moore, Mayor

Attest:

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Debbie Stamp, Town Clerk

**SHORES ON PLUM CREEK  
METROPOLITAN DISTRICT NO. 1**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO        )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing document was subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of Shores on Plum Creek Metropolitan District No. 1.

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

My Commission Expires:

**35 ACRE LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO        )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing document was subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of 35 Acre, LLC.

—

\_\_\_\_\_

Notary Public

My Commission Expires:

**KOKALOA, LLC,**  
A Colorado limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO        )  
  ) ss.  
County of \_\_\_\_\_ )

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

My commission expires:

(Seal)

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

**833, LLC,**  
A Colorado limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The foregoing instrument was subscribed, sworn to and acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as  
\_\_\_\_\_ of 833, LLC.

My commission expires:

(Seal)

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



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

**File #:** 2026-101, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Water Lease Agreement with the City of Boulder

**DEPARTMENT:** Utilities

**PRESENTER(S):** Todd Fessenden, Utilities Director

**TIME ESTIMATE:** 0 minutes

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

**FISCAL SUMMARY:**

Cost as Recommended:	\$222,000 (\$600 per acre-foot)
Balance Available:	\$0
Fund	Water Fund
Line Item Number:	500-75-110-573440-00000
New Appropriation Required:	Yes, with \$222,000 supplemental appropriation

**POLICY ISSUES:**

The Town strives to maintain adequate water supplies ensuring we are prepared for emergencies. This lease of an emergency water supply from City of Boulder will help bolster our ability to supply water if needed. This water comes from the Boulder Reservoir directly upstream of our treatment plant.

**STAFF RECOMMENDATION:**

Approve the Resolution

**SUMMARY/KEY POINTS**

- This lease of an emergency water supply from City of Boulder will help bolster our ability to supply water if needed.
- The Town is initiating the provision of this lease, in part, to ensure we have water supply while repairs are made to the dam at Erie Lake.
- This lease was recently approved by the Northern Water Board.
- Approval of the City of Boulder Council is also needed to have this lease in place for Summer 2026.

**BACKGROUND OF SUBJECT MATTER:**

The City of Boulder and Northern Colorado Water Conservancy District are partners in storage held in Boulder Reservoir. The Town of Erie has infrastructure to take water from Boulder Reservoir's supply canal and deliver that water to be treated at the Town's Lynn R Morgan Water Treatment Facility. As part of settlement negotiations with City of Boulder related to a water court case in 2024, the Town and City agreed to a 20-year lease of up to 370 acre-feet of water held in Boulder Reservoir as Colorado Big Thompson (CBT) shares. Town staff and Boulder staff worked together, along with respective water counsel, to draft an agreement that met the terms of the settlement as well as terms requested by Northern. As such the initial lease has been reduced to 10 years to comply with Northern's rules. At the end of the 10-year term the Town and City, if they deem the process a success, may approach Northern and request an additional ten years.

The Town is requesting to initiate the 10-year term this year due to the need to drain Erie Lake to make repairs to resolve a leak in the toe (bottom) of the dam. The Town must indicate to Boulder the number of shares it would like to request by June and then may utilize those shares this irrigation season.

**ATTACHMENT(S):**

1. Resolution
2. Agreement

**Town of Erie  
Resolution No. 26-038**

**A Resolution of the Town Council of the Town of Erie Approving a  
Water Lease Agreement Between the Town of Erie and the City of  
Boulder**

**Whereas**, the Town of Erie’s service area is located within the Northern Colorado Water Conservancy District;

**Whereas**, the Town of Erie desires to lease up to 370 acre-feet of Colorado-Big Thompson Project water per year; and

**Whereas**, the City of Boulder is the owner of contractual rights to use water through the Colorado-Big Thompson Project and desires to lease said amounts to the Town of Erie.

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

**Section 1.** That the Water Lease with the City of Boulder is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

**Adopted this 24th day of February, 2026.**

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

**Attest:**

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

## WATER LEASE AGREEMENT

This WATER LEASE AGREEMENT (“Agreement”), dated this \_\_\_\_ day of \_\_\_\_\_, is entered into between TOWN OF ERIE (“Erie”) and CITY OF BOULDER, a Colorado municipal corporation and home rule city (“Boulder”).

### RECITALS

- A. Erie’s water service area is located within the boundaries of the Northern Colorado Water Conservancy District (“District”).
- B. Erie is an owner of contractual rights to use water delivered through the Colorado-Big Thompson Project (“CBT”) by the District, and a participant in the Northern Integrated Supply Project and Windy Gap Firming Project, and is actively developing additional water supplies to meet its growing water demand.
- C. Erie is seeking a lease to provide emergency water supply while the Northern Integrated Supply Project and Windy Gap Firming Project are being developed; and while Erie’s only emergency water supply, Erie Lake, is drained to accommodate seep repair work on Erie Lake Dam, which is anticipated to be completed within four years from the date of this Agreement.
- D. Boulder is the owner of contractual rights to use water delivered through the CBT by the District.
- E. Pursuant to the Agreement for Settlement of Water Court Application in Case No. 20CW3053 between Erie and Boulder dated August 28, 2024 (“Settlement Agreement”), Boulder agreed to provide Erie with an option to lease up to 370 acre-feet of CBT water per year, subject to the terms and conditions of the Settlement Agreement.
- F. Boulder and Erie desire to enter into this Agreement for Boulder to lease CBT water to Erie for municipal purposes.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

### AGREEMENT AND LEASE

1. Lease of CBT Water. Boulder hereby agrees to lease to Erie up to 370 acre-feet of CBT water per CBT Water Year as available and pursuant to the water schedule in Paragraph 3 below, to be delivered at times and amounts specified by the water commissioner and the District for municipal use within Erie’s service area (“Leased Water”). Boulder shall transfer the Leased Water to Erie’s District account. It shall be the sole responsibility of Erie to arrange delivery of the Leased Water from the District, subject to any capacity limitations in the Boulder Creek Supply Canal or otherwise, and to arrange any approvals necessary to deliver such water. Erie shall bear any losses

associated with conveyance of the Leased Water as assessed by the District from the delivery point to the location where Erie may use the water.

2. Term of Lease. The term of this Agreement shall begin on the date of this Agreement and expire on October 31, 2035. It is understood by Erie that the Leased Water may not be available to Erie in any future CBT Water Year and Erie specifically waives any claim, legal or equitable, for renewal of this Agreement and specifically disclaims any expectation for such renewal. The parties further agree that the lease provided by Boulder to Erie pursuant to this Agreement fully satisfies the provisions of Section 2.a. of the Settlement Agreement.

3. Water Schedule and Administration. On or before September 1 of each year of this Agreement, Erie shall submit to Boulder a Projection Notice, which shall include the annual volume of Leased Water demand projected by Erie for the following CBT Water Year, up to the annual total amount of 370 acre-feet. On or before June 1 of each year of this Agreement, Erie shall submit to Boulder a Lease Request for the current CBT Water Year up to the annual total amount of 370 acre-feet. Upon receipt of said Lease Request, Boulder will transfer the Leased Water to Erie, via the District's online portal, as promptly as reasonably possible, but no later than 30 days after receipt of said Lease Request. Erie is obligated to pay the per-acre foot charge set forth in Paragraph 5 below based on the amounts transferred by Boulder to Erie pursuant to this Paragraph 3, regardless of whether or not Erie uses the Leased Water. To the extent that the amount specified in the Lease Request totals less than the maximum annual amount of 370 acre-feet, Boulder reserves the right to use the balance for its own purposes during such CBT Water Year.

Projection Notices and Lease Requests required by this Agreement may be provided by telephone if followed up by email. Boulder's designated contact for such operational notices is Isabelle Lheritier, Water Resources Project Manager; telephone number: (303) 441-3055; email address: [lhéritieri@bouldercolorado.gov](mailto:lhéritieri@bouldercolorado.gov). Erie's designated contact for such operational notices is Bruce Chameroy, Water & Wastewater Division Manager; telephone number: (303) 591-8536; email address: [bchameroy@erieco.gov](mailto:bchameroy@erieco.gov). Either party may change the contact information for their contact person by notice given pursuant to Paragraph 6 below.

4. Obligation to Deliver Lease Water. Boulder's obligation to transfer the Leased Water under this Agreement may be suspended under the following circumstances:

a. If, in Boulder's sole discretion, it imposes mandatory city-wide water use restrictions to address drought conditions, dam or pipeline failure, or other catastrophic circumstance limiting Boulder's ability to satisfy the water usage needs of its customers, Boulder may suspend its transfer of Leased Water to Erie under this Agreement so long as and to the extent that, availability is limited, prevented or delayed by such cause.

b. If an accident, act of war, natural catastrophe, fire, explosion, or other cause beyond the reasonable control of Boulder prevents or delays its ability to make available the Leased Water pursuant to this Agreement, Boulder may suspend its transfer of the Leased Water so long as, and to the extent that, availability is limited, prevented or delayed by such cause.

c. In the event that Boulder suspends its Leased Water transfer obligation under this Agreement in accordance with these provisions, it shall provide Erie with a minimum of 30 days written notice to the extent reasonably possible.

d. Suspension of Boulder's transfer obligation pursuant to these provisions shall not give rise to any liability or claim against Boulder for damages or restitution.

1. Lease Payments. In full consideration for all rights and interests granted, costs incurred, and services rendered or to be rendered or performed by Boulder hereunder, Erie shall make an annual lease payment to Boulder for every acre-foot of Leased Water made available and transferred to Erie each CBT Water Year under this Agreement. The lease payment amount per acre-foot owed by Erie will be \$600 per acre foot unless amended by future code changes as specified in Section 4-20-25(d) of the Boulder Revised Code (1981), as the same may be amended from year to year. Boulder shall invoice Erie for the lease payment on December 1 for water leased during the previous CBT Water Year, and Erie shall submit payment to Boulder within 30 days of receipt of said invoice. Failure to timely pay the annual lease payment shall result in termination of this Agreement if such payment is not cured within 30 days after Boulder provides a written notice of non-payment to Erie pursuant to Paragraph 6 below.

5. Notices. Except as otherwise provided herein, any notices or other documents required by this Agreement shall be sent to the following addresses, or such other addresses as the parties may indicate in writing, by postage prepaid, certified or registered mail, or electronic mail:

To Erie:

Town of Erie  
Attention: Todd Fessenden, Utilities Director  
645 Holbrook Street  
PO Box 750  
Erie, CO 80516  
Telephone: 303-926-2895  
tfessenden@erieco.gov

With copy to:

Peter C. Johnson  
Lyons Gaddis  
950 Spruce Street, Suite 1B  
Louisville, CO 80027Office: 303-678-6514

To Boulder:

City of Boulder, Utilities Department  
Attn: Kim Hutton, Water Resources Manager  
P. O. Box 791  
Boulder, CO 80306

Telephone: (303) 441-3115  
Email: huttonk@bouldercolorado.gov

With copy to:

Boulder City Attorney's Office  
Attention: Jessica Pault-Atiase, Senior Counsel – Water Attorney  
P.O. Box 791  
1777 Broadway  
Boulder, CO 80302  
Telephone: (303) 441-4016  
Email: pault-atiasej@bouldercolorado.gov

6. Use of Lease Rights. The Lease Water leased herein is non-transferable by Erie and may not be subleased, assigned, or used by Erie for purposes other than those specifically described in this Agreement. Erie agrees not to issue any new water service tap commitments using said Leased Water and must base any new taps issued during the term of this Agreement on the availability of its other water supplies. Further, Erie agrees that during the time Erie is using Lease Water in any given CBT Water Year, it shall not lease out other water supplies that it owns or controls that could be used directly in its municipal system, except that this paragraph shall not be interpreted to prevent Erie from leasing its own water supplies to agricultural water users for a duration of one CBT Water Year or less.

7. No Acquired Rights or Vesting in Water Rights or in Water System. Erie shall not, by reason of any provision of this Agreement or the use of water hereunder or otherwise, acquire any vested or adverse right, in law or equity, in the water rights or water system owned by Boulder. Erie shall not assert or claim any vested rights to the continued use of water owned by the Boulder. Erie's use of Boulder-owned water and Boulder's obligations hereunder are expressly subject to Section 121 of the Boulder Home Rule Charter and § 11-1-32 of the Boulder Revised Code 1981. Erie shall comply with all rules and regulations of the City of Boulder and the State of Colorado pertaining to the use of the Leased Water.

8. Authority and Suitability. Boulder hereby represents that it is the owner of the Leased Water but does not make any express or implied warranties or representations concerning the quality of the Leased Water or its suitability for Erie's uses.

9. Compliance with District Rules and Regulations. Erie's use of the Leased Water under this Agreement is subject to applicable District Rules and Regulations, specifically including but not limited to the Rule Governing the Subcontracting of Beneficial Use of Colorado-Big Thompson Project Allotment Contracts, effective August 11, 2016, and the related procedural rule. It shall be the sole responsibility of Erie to arrange delivery of the Leased Water from the District and to arrange any approvals necessary to deliver the water. It shall also be the sole responsibility of Erie to complete all arrangements with the District, make all payments required to be made to the District, and comply with all rules and regulations set by the District for use of the Leased Water.

10. Liability. Erie agrees to exercise its rights under this Agreement at its own risk. Erie shall indemnify and hold harmless Boulder from and against any cost, expense, or liability arising out of this Agreement or related activities.

11. Preservation of Boulder's Decrees. Erie will not jeopardize Boulder's water rights decrees by taking any action that causes, or could potentially cause, a reopening of any of Boulder's water rights decrees.

12. No Third-Party Beneficiaries/No Waiver of Governmental Immunity. This Agreement shall not create any duty of care or liability with respect to any person or entity not a party to this Agreement. Notwithstanding any other provision of this Agreement to the contrary, 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, or other protections provided Boulder under the provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as amended.

13. Breach and Default. An event of default hereunder shall not be deemed to have occurred unless the non-defaulting party provides written notice of default to the defaulting party setting forth the nature of the default and the curative actions required, and the defaulting party does not cure such default within 30 days of such notice.

14. Remedies. Upon an event of default hereunder, the non-defaulting party (a) may terminate this Agreement by written notice to the other party, or (b) shall have the right to specific performance of the defaulting party's obligations under this Agreement.

15. Captions. The captions of the paragraphs of this Agreement are for convenience only and shall not govern or influence the interpretation of the Agreement.

16. Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Unless expressly indicated otherwise, all days shall be "calendar days," which means consecutive days including all holidays, Saturdays and Sundays. "Business days" exclude federal holidays, Saturdays and Sundays. If a deadline under this Agreement falls on a federal holiday, Saturday, or Sunday, the deadline shall be the next business day.

17. Colorado Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any action arising out of this Agreement is the District Court for Boulder County or the Division 1 Water Court for the State of Colorado.

18. Entire Agreement. The making, execution and delivery of this Agreement by the parties has been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the parties as to the subject matter hereof and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to its subject matter unless expressly referred to in this Agreement. Modification of this Agreement by the parties may be made only by a writing signed by the party or parties to be bound by the modification.

19. Severability. The invalidity or unenforceability of any of the provisions of the Agreement shall not affect any other provision of this Agreement which shall thereafter be constructed in all respects as if such invalid or unenforceable provision were omitted.

20. Duplicate Originals. This Agreement may be executed in duplicate originals and each duplicate original shall be valid and enforceable against each party.

21. Binding Effect. This Agreement shall bind the parties hereto, their agents, successors, and assigns.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have executed this Water Lease Agreement.

**TOWN OF ERIE**

\_\_\_\_\_  
Malcolm Fleming  
Town Manager

Date: \_\_\_\_\_

ATTEST:

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

**CITY OF BOULDER**

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

**File #:** 2026-109, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Agreement for Professional Services with Collab Architecture for Design Services for Erie Community Center Renovation and Expansion Project (P25-520)

**DEPARTMENT:** Public Works  
Parks & Recreation

**PRESENTER(S):** David Pasic, Public Works Director  
Luke Bolinger, Director of Parks & Recreation  
Chad Alexander, Facilities Division Manager  
Rachel Wysuph, Recreation Division Manager

**TIME ESTIMATE:** N/A

**FISCAL SUMMARY:**

Cost as Recommended: \$1,777,133  
Balance Available: \$1,016,620  
Fund: Public Facilities Impact Fund  
Line Item Number: 310-70-440-605000-100392  
New Appropriation Required: Yes - \$643,066 in 1<sup>st</sup> Supplemental Rollover. New appropriation from fund balance will also be necessary.

**POLICY ISSUES:**

This Resolution enables the Town to initiate design and engineering services and complete all construction documentation necessary for the ECC Renovation and Expansion Project.

**STAFF RECOMMENDATION:**

Approve the Resolution

**SUMMARY/KEY POINTS**

- On Nov. 18, 2025, the Town Council adopted the 2026 Budget which included funding for the design of the ECC Renovation and Expansion project.
- Budget was also allocated in 2025 for this project and will require a rollover in 1st

supplemental. The full available rollover amount is \$643,066. If this contract is approved, the rollover amount must be approved in supplemental or the full budget required for this project will not be available.

- The facility was constructed when the Town's population was a third of what it is today and has reached a point where programs and services have a higher demand than available space. Renovation and expansion of the facility is needed to ensure the ECC remains a vital and vibrant resource for the public. Funding the design for the ECC Renovation and Expansion Project will produce complete construction documentation and refined project construction cost estimates.

**BACKGROUND OF SUBJECT MATTER:**

As recreation programs and space begin to exceed available space at the ECC, funds were appropriated in 2025 to hire a qualified firm to conduct a study of the existing building and potential for renovation and expansion. Through a competitive bid process, the Town awarded a Professional Services Agreement (PSA) to Collab Architecture in June 2025. At the January 20 Council study session, Town staff, in partnership with Collab Architects, presented the final study, pre-design concepts, and a conceptual budget for a targeted expansion/renovation. Town Council directed staff to bring an amendment to the PSA with Collab to move this project through the construction documentation development phase.

The item before Council is the First Amendment to the PSA with Collab Architecture for all design and engineering services required for complete construction documentation for the ECC Renovation and Expansion Project. These services also include assisting Town staff with the bid and selection process for a Construction Manager/General Contractor (CM/GC) partner for pre-construction phase services. The CM/GC will provide design constructability reviews, value engineering suggestions, and cost modeling throughout the design phase of the project. Upon approval, design and engineering phase will begin and will last approximately one year. Funding for construction will require voter approved bond funding, so the construction phase timeline is yet to be determined.

Staff anticipate bringing to Town Council for approval an additional amendment to the PSA with Collab Architecture for the Construction Administration phase of the project should voters approve bond funding for the project's construction.

**ATTACHMENT(S):**

1. Resolution
2. First Amendment

**Town of Erie  
Resolution No. 26-034**

**A Resolution of the Town Council of the Town of Erie Approving a  
First Amendment to Agreement for Professional Services with  
Collab Architecture for Design Services for Erie Community Center  
Renovation and Expansion Project (P25-520)**

**Whereas**, on June 23, 2025, the Town and Collab Architecture entered into an Agreement for Professional Services for Pre-Design Services for the Erie Community Center Renovation and Expansion project (P25-520).

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

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

**Adopted this 24th day of February, 2026.**

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

**Attest:**

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

**First Amendment to Agreement for Professional Services**  
**(Design Services for Erie Community Center Renovation and Expansion Project (P25-520))**

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this \_\_\_\_ day of February, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Collab Architecture, an independent contractor with a principal place of business at 9217 Eastman Park Drive Suite 3, Windsor, CO, 80550 ("Consultant" hereinafter "Engineer") (each a "Party" and collectively the "Parties").

Whereas, on June 23, 2025, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

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

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

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

Party Names. All references to "Consultant" shall be replaced with "Engineer".

Scope of Work. Exhibit A is amended to include the Scope of Work attached hereto.

Compensation. Section III is amended as follows:

In consideration for the completion of the Scope of Services by Engineer, the Town shall pay Engineer \$1,777,133, which includes a base amount of \$1,615,575 and a contingency of \$161,558. The contingency amount will only be paid upon the Town's approval. This amount shall include all fees, costs and expenses incurred by Engineer, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Engineer may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

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

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

**Town of Erie, Colorado**

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

Attest:

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

**Engineer**

Signed by:  
*Jordan Lockner*  
\_\_\_\_\_  
A1729188973E47C...

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**

### Engineer's Duties

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

Engineer shall refine/finalize conceptual designs/programming for both the building addition(s) and existing facility.

Engineer shall provide standard design services, including deliverables, at each phase of design consisting of, but not limited to, the following:

- A. Conceptual Design
- B. Schematic Design (SD)
- C. Site Plan completion and plan application
- D. Design Development (DD)
- E. Construction Documents (CD)
- F. Bidding
- G. Permit Application(s)

The SD, DD, and CD phases for the project within the program shall be accompanied by progressively refined estimates of construction cost. Upon completion of each phase, Engineer shall seek Town of Erie authorization before proceeding to the next phase.

Engineer shall provide the following design disciplines (at a minimum) with either in-house professionals or subconsultants:

- A. Recreation Center Architectural Design
- B. Civil Engineering and Landscape Design
- C. Structural Engineering
- D. Mechanical, Electrical, and Plumbing Engineering
- E. High Performance Building Design
- F. Interior Design, Including FF&E
- G. Lighting Design
- H. Acoustic Design
- I. Fire Protection Design
- J. Low Voltage Engineering Design
- K. Construction Cost Estimating
- L. Other disciplines as required to produce full and complete Construction Documents

The ECC Conceptual study was completed in January of 2026. This report provides an updated detailed needs assessment for the current facility, detailed ECC Programming Data, proposed design concepts, and cost analysis. The report shall guide design of the

new addition(s) and renovation of the existing facility, as it relates to future growth and long-term solution(s).

All work products shall meet the building codes, regulations and standards of the Town of Erie, Planning, Building and Engineering Departments.

Engineer shall be available to attend at least two (2) community meetings (2) Town Council meetings, outlining plans, options, events, schedules and cost and other details of the project as needed.

The anticipated timeline from date of contract execution is as follows:

<b>Task</b>	<b>Time</b>
Design	5 months
Construction Documents	6 months
Bid (CMAR/GCMC)	2 months

Upon completion of the new construction and renovations the finishes shall be integrated throughout the facility. It is the intent that the addition be complementary to the existing building for the exterior design.

For space planning and programming the designated space sizes shall be observed.

**Offices**

Executive Office	200 sq. ft.
Director and Deputy Director Office	180 sq. ft.
Professional Office	120 sq. ft.

**Work Stations**

Administrative/Technical/Accounting	64 sq. ft.
Flexible work station	36 sq. ft.
Intern/Seasonal	36 sq. ft.

**Meeting Rooms**

Small Meeting Room (6-8 people)	160 sq. ft.
Medium Meeting Room (12 people)	200 sq. ft.
Large Meeting Room (16 people)	300 sq. ft.

The Design Advisory Group (DAG) will consist of the Engineer, Town of Erie Owner’s Representative(s), and a small (less than 10 person) committee of Town staff to determine design efforts. The Engineer shall meet with the DAG and gain approval prior to final submission of design to Town Council or the public.

The Engineer shall assist the Town with the selection of a Construction Manager/General Contractor (CMGC) and may assist with the selection of a Town Owner representative. The Town will make final selection for both.

The Erie Community Center is over 50,000 square feet, so the energy use for the building is required to be benchmarked in Energy Star Portfolio Manager. Design for the Renovation and Expansion project should follow Designed to Earn the ENERGY STAR Certification Guidelines and LEED design standards to the highest level possible within the allowable limits of the project budget. High Efficiency energy modeling shall be conducted as part of the design process. Feasibility and cost modeling for other energy efficient and sustainable design measures are to be explored in the design process.

The Erie Community Center was constructed in 2005 so the Town believes there are no environmental issues such as asbestos to mitigate, however should environmental issues be present the contractor shall be responsible for action planning and documentation of all remedial efforts.

#### Engineer Deliverables

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

- Complete Construction Documentation and all deliverable items outlined in the Exhibit A Scope of Services above, Professional Services Agreement dated June 23, 2025, Request for Proposal (RFP) Solicitation (PR-25-06 – Erie Community Center Renovation and Expansion Project – Design Services) dated April 7, 2025

## **Exhibit B Agreement Documents**

The Agreement Documents consist of the following:

- This Amendment
- Professional Services Agreement Dated June 23, 2025, which is not attached hereto
- RFP dated April 7, 2025, which is not attached hereto



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

**File #:** 2026-111, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with Via Mobility for the Erie Bee Transit Service Operations

**DEPARTMENT:** Public Works

**PRESENTER(S):** Miguel Aguilar, Principal Transportation Planner

**TIME ESTIMATE:** 0 minutes

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

**FISCAL SUMMARY:**

Cost as Recommended:	\$450,000
Balance Available:	\$0
Fund	Governmental Grants Fund
Line Item Number:	100-70-425-560100-243003
Fund	General Fund
Line Item Number:	205-70-425-560120-243003
New Appropriation Required:	Yes, \$450,000 in 1 <sup>st</sup> Supplemental Rollover

**POLICY ISSUES:**

As directed by the Town Council and the Transportation Mobility Plan to expand transit service, this contract with Via Mobility is to operate the Erie Bee Transit Service. Council approval is needed to appropriate funds for this project.

**STAFF RECOMMENDATION:**

Approve the resolution.

**SUMMARY/KEY POINTS**

- Funding was previously budgeted in 2025 and will require a rollover in 1st supplemental for the project. The full available rollover amount is \$450,000. If this contract is approved, the rollover in supplemental must be approved or no budget will be available.
- The Erie Bee Transit Service fills an identified transportation gap in the community. Staff anticipate this service being available by May

- This is a (CDOT) grant funded project with Town matching funds.

**BACKGROUND OF SUBJECT MATTER:**

Town staff identified a funding opportunity to fund the Erie Bee transit service which will expand transit opportunities in the Town. The service fills identified mobility gaps within the community. Staff applied for and were awarded a funding grant through the Denver Regional Council of Governments (DRCOG) for the program. The total project funding is \$450,000 (\$200,000 in grant funding with a \$250,000 match from the Town).

Future funding for the project will come from other awarded DRCOG and RTD grants to continue operations after the first three years. Prior to transit service operations, staff developed a Flex Ride Service Plan for Town-wide service operations. Council approved the Flex Ride Service Plan in August 2024.

**ATTACHMENT(S):**

1. Agreement
2. Resolution
3. Erie Microtransit Service Plan

**Town of Erie  
Resolution No. 26-027**

**A Resolution of the Town Council of the Town of Erie Approving a  
Professional Services Agreement with Via Mobility for the Erie Bee  
Transit Service Operations**

**Whereas**, the Town Council finds it in the best interest of the public health, safety, and welfare to approve the Agreement with Via Mobility to provide the Erie Bee Transit Service Operations.

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

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

**Adopted this 24th day of February, 2026.**

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

**Attest:**

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

## **Agreement for Professional Services**

This Agreement for Professional Services (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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 Via Mobility, an independent contractor with a principal place of business at \_2855 N 63<sup>rd</sup> Street, Boulder, CO, 80301 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

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

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

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

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

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

### **II. Term and Termination**

A. This Agreement shall commence on the Effective Date, and shall continue for a term of two years unless otherwise terminated as provided herein.

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

### **III. Compensation**

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant \$450,000. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

### **IV. Professional Responsibility**

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

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

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

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

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

Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Consultant's noncompliance with such accessibility standards.

F. Consultant shall verify compliance with establishing and implementing a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655 as amended.

G. Consultant shall assume all obligations of the Town in strict accordance with the terms identified in Exhibits A, C, E, F, and G to the 2026 Funding Agreement for RTD Funding of Local Transportation Services, Town of Erie Microtransit Pilot, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference (the "Funding Agreement"). Consultant shall provide all services, including labor and equipment, and do all tasks necessary and incidental to complying with the Funding Agreement. Consultant understands that it is subject to, and must comply with, the applicable terms of the Funding Agreement and the exhibits thereto.

I. Consultant represents that it is listed in Sam.gov as 'active,' and has no debarments or suspensions on its record. Consultant's unique entity identifier ("UEI") is KHBGHAMJMH63.

**V. Ownership**

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

**VI. Independent Consultant**

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

## **VII. Insurance**

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

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, occupational disease, 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, the Colorado Department of Transportation ("CDOT"), and the Regional Transportation District ("RTD") and their officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.
4. Automobile Liability Insurance insuring against claims for bodily injury and property damage arising out of the ownership, maintenance or use of all owned/leased as well as hired and non-owned vehicles, with minimum limits of \$1,000,000 combined single limit.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Prior to performing any work under this Agreement, Consultant shall provide to the Town and RTD a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

D. Consultant and its subcontractors shall request their insurance policies contain language requiring the insurer to provide the Town and RTD with 30 days' advance notice of cancellation of policies. Consultant and its subcontractors shall be responsible to immediately notify the Town and RTD in writing by email of any changes to, cancellations of or notices of an insurer's intent to not renew insurance. Such notice shall be provided no later than 24 hours after Consultant or any of its subcontractors receives notice of any changes, cancellations or notice of an insurer's intent to not renew. Any notice of changes, cancellation or intent to not renew shall be provided to the designated notice contacts set forth IX(E) of this Agreement and to the RTD Department or Division as provided in Exhibit G of the Funding Agreement.

E. Consultant and its subcontractors and their agents and employees waive all rights of subrogation against the Town, CDOT, and RTD for any liability and workers' compensation claims they incur in relation to this Agreement and agree to have all such policies appropriately endorsed with a Waiver of Subrogation endorsement.

**VIII. Indemnification**

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

**IX. Miscellaneous**

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

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

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

D. *Third Parties.* CDOT and RTD are third-party beneficiaries of this Agreement. There are no other intended third-party beneficiaries to this Agreement.

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

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

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

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

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

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

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

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

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.*



## **Exhibit A Scope of Services**

The proposed scope of services must include at a minimum, the following items:

### Task 1: Project Management and Oversight

- Project management plan including project meetings, coordination, communication, invoicing, and schedule. This plan will be finalized during final contract negotiations.
- Establish a workplan that ensures the project meets the preferred service launch date.
- Provide a quality assurance/quality control plan/memo that outlines how the vendor will proactively manage the operations and ensure the highest quality service possible.

### Task 2: Service Design Verification and Refinement

- Analyze, verify, and finalize the proposed service area and characteristics, as shown in Attachment A, based on technology capabilities, costs, vendor modeling, or additional/new data.
- Record each request with a destination outside of service area for service analysis.
- Make necessary final adjustments to service plan to optimize service delivery.
- Obtain all necessary regulatory approvals.

### Task 3: Launch Program

- Recruiting and training of all necessary staff ahead of launch.
- Field test technology and shuttle operations and make any additional service adjustments.
- Help support program marketing and outreach, including providing vehicles to the Town for vehicle wrap installation ahead of launch.
- Participate in launch promotional event.

### Task 4: Operation of Service

- Daily service provision according to the service plan.
- Continuous and ongoing service improvements.
- Driver training and oversight.
- Daily service oversight, management, monitoring, and troubleshooting.
- Maintenance of vehicles.
- Crashes, incidents, and complaint investigation and reporting.

- Compliance with PUC regulations, as applicable.

#### Task 5: Assessment and Evaluation

- Quarterly meetings between Contractor and the Town during the project period including any training or updates that Town staff should be aware of.
- Monthly reporting of key performance metrics and benchmarking of performance, along with associated dashboard, graphics, and data.
- Quarterly written reports to the Town on project progress, performance, challenges, and adjustments.
- Service adjustment suggestions and associated service change implementation.

#### Town Provided Support

The Town agrees to provide the following:

- Data reporting to state and federal entities
- Support to resolving customer complaints that are escalated to the Town
- Marketing, promotion, and branding associated with the microtransit service
- Vehicle graphics and costs associated with design, production, and application

Additionally, the Town will handle all local, state, and federal reporting, data requests, grant management, and funding requests associated with the service.

#### Minimum Requirements

The Town has developed minimum and preferred requirements for this RFP.

Minimum requirements are as follows:

- Contractor must provide microtransit dynamic routing and service design management including, but not limited to, virtual stops, fixed stops, trip demand, zone-based vehicle assignment/dispatch, and ADA trip requests.
- Contractor must provide a fully tested (no Beta versions allowed) smartphone app (publicly available to both iPhone and Android users and meets ADA accessibility) interface to allow passengers to book and schedule microtransit trips in both English and Spanish. The app shall allow:
  - Passengers to see the microtransit service zone and available vehicles on a map interface.
  - Passengers to rate drivers and service quality.
  - Passengers to see information on the requested vehicle and driver prior to booking a trip or pick up.
  - Passenger to see estimated time of pick up, estimated time of arrival at requested destination, and selected travel route.
  - Passengers to indicate if they need an ADA-accessible vehicle.

- Passengers to indicate if they are 65+ or 13-18 years of age.
  - Passengers to indicate if trip is for medical, school or work purposes.
  - Passengers to indicate group size and specify if any children are riding.
  - Drivers to add walk up customers.
  - Real time audio/visual directions and notifications for drivers.
  - A passenger profile to be created that identifies special needs of the rider in terms of vehicle type and accessibility.
  - Technology upgrades over time for current and future app users.
  - Branding with the Town service name and logo.
  - Ability to show address and name of business when booking.
  - Ability to provide easy passenger directions to a virtual stop or pickup point (for example, nearby cross street).
- Contractor must provide sufficient driver personnel, administrative staff, and call center/dispatch staff necessary to operate the microtransit service, and all staff must be properly screened, trained, licensed, and monitored, according to applicable federal, state, and local laws and ordinances.
  - Contractor must provide the necessary vehicles to operate the transit service and be responsible for vehicle fueling, storage, appropriate licensing, preventative maintenance, cleaning, and unscheduled maintenance of said vehicles, according to industry norms and best practices. Vehicles must be no more than four years old and must be set up for passenger service (no conversions from freight vehicles will be allowed).
  - Contractor must provide its own facility(ies) for storing, maintaining and fueling the vehicles and housing operations, maintenance, and administration.
  - Contractor must have in place suitable insurance coverage including worker's compensation, vehicle coverage, and general liability insurance.
  - Contractor must provide access to microtransit to passengers without a smartphone through a dispatch phone number available at all times that the microtransit service operates in both Spanish and English.
  - Contractor must allow service adjustments to the transit service including possible fixed or flex route schedule and routing, microtransit zones, service times, service days, and trip booking parameters, as necessary to improve service over time (the Town understands that some service adjustments may require budget adjustments that will be discussed and agreed upon in writing as an amendment to the standard transit service agreement).
  - Contractor must identify and implement commercially available data security measures to protect customer personal information, including the use of

multifactor authentication if applicable. These measures must comply with applicable federal, state, and local laws and regulations including the Town’s policies, procedures, and practices.

- Contractor must be able to share data with the Town including without limitation:
  - Passenger counts (per day, per hour, per month, per vehicle).
  - Vehicle miles traveled.
  - Average trip length.
  - Unique new passenger numbers and statistics on rider retention over time.
  - User types and ride purpose
  - Cancellation rates and how they may relate to other factors such as wait time or destination outside of service area (controlling for weather).
  - Rejection or trip denied rates, reasons provided, if applicable.
  - On-time performance.
  - Trip fulfillment response time (time from when a passenger makes a trip request to when they are picked up).
  - Trip origin and destination pairs, including in map format.
  - Service utilization (passengers per hour) by time of day and day of week.
  - How new passengers learned about the service.
- The transit fleet must include an ADA accessible vehicle so that any passenger using a mobility device such as a wheelchair or walker can have that trip fulfilled in the equivalent timeframe to that of a passenger without a mobility device.
- Contractor must accept and work with any third-party service providers that the Town may need to contract with to improve the transit service.
- Contractor must allow vehicles to be wrapped and branded as a Town service, according to the defined program brand, color scheme, and logo (Town responsibility to provide design and costs associated with vinyl graphics application).
- Contractor must be able to comply with all applicable FTA requirements, certifications, clauses, and circulars.
- Contractor must comply with all applicable PUC regulations including obtaining a CPCN if operating outside the jurisdictional limits of the Town.
- Contractor must be able to provide monthly invoices that break out user types, maintenance, operating, and administration costs that make up the contracted hourly cost.
- Contractor must be listed in Sam.gov as ‘active,’ and have no debarments or suspensions on their record.

### Preferred Requirements

Preferred requirements for this RFP include:

- Bilingual drivers.
- Drivers with local knowledge of the service area.
- Ability for passengers to see real-time fixed route bus locations and estimated arrival times of the vehicle operating on the fixed route service (RTD), utilizing a smartphone app and/or website.
- Ability to integrate transit trip planning into Google Maps.
- Functionality to manage/minimize no-shows.
- Subscription/reservation trip booking functionality including for advanced multi-day bookings.
- Town access to data software platform and performance dashboard.
- A website booking option for those who may not want to use the smartphone or call-in options for microtransit trips.
- Existing CPCN to serve the Town and surrounding areas.

**Exhibit B**  
**2026 Funding Agreement for RTD Funding of Local Transportation Services,  
Town of Erie Microtransit Pilot**

This 2025 Funding Agreement for RTD Funding of Local Transportation Services of the Town of Erie Microtransit Pilot ("**Agreement**") is made and entered into as of \_\_\_\_\_, 2025 ("**Effective Date**"), between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("**RTD**") and the Town of Erie, a home rule municipality of the State of Colorado ("**Town of Erie,**" or "**Town**"). The Town and RTD may also be referred to herein individually as a "**Party**" and together as the "**Parties**".

**RECITALS**

RTD is authorized by the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.* (the "**RTD Act**"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.

Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203 *et seq.*, both RTD and the Town may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.

RTD currently operates a variety of fixed-route bus, light rail, and other transit services in and around the Town.

RTD established the RTD Partnership Program ("**Partnership Program**") to help communities within its District meet local mobility needs through transportation pilot projects of their own design. The intent of the Partnership Program is to fund additional transit deployment or other mobility services operated by the project sponsor or its procured contractor(s).

The Parties agree that the transit services provided by the Town described in **Exhibit A** ("**Services**") provide mobility and access to the business and residential areas in and around the Town.

In order to support transit services supplemental to those services provided by RTD in the Town, RTD wishes to contribute local funds to the Town for the provision of Services within the RTD District from 2026 to 2028 according to the terms and conditions as agreed by the Parties, as set forth herein.

**TERMS AND CONDITIONS**

**NOW THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**GENERAL.**

**Exhibits.** The following exhibits are attached and incorporated into this Agreement by this reference:

- Exhibit A:** Description of the Services
- Exhibit B:** Description of the RTD Funding
- Exhibit C:** Performance Expectations
- Exhibit D:** Communication and Notices – Contacts
- Exhibit E:** Special Provisions
- Exhibit F:** Transit Equity
- Exhibit G:** Insurance Requirements

**Recitals.** The recitals set forth above are incorporated herein by this reference.

**Other Agreements.** The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.

**OPERATIONS, MANAGEMENT AND CONTROL OF THE SERVICES.** The Town shall continue to manage and operate, either directly or through its designated agent(s), the Services as described in **Exhibit A**. The Town and/or its designated agent(s) shall be solely responsible for all operations, management, marketing, administration, and Services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the Services. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services. The Town shall operate the Services in compliance with all applicable laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, "**Laws**"), and the Town shall be solely responsible for compliance with all applicable Laws. Notwithstanding RTD's right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if the Town ceases to provide the Services.

**SERVICES.** The Services subject to funding pursuant to this Agreement must be provided as described in **Exhibit A**. No material changes shall be made to the Services during the term of this Agreement without the advance written agreement of both Parties. In the event that changes are made to the Services without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement with thirty (30) business days' prior

notice by RTD to the Town. The Town shall have thirty (30) business days from the date of notice to cure the deficiency to the reasonable satisfaction of RTD ("**Cure Period**"). In the event that the Town has not cured the deficiency within the thirty (30) business days, this Agreement will terminate, and RTD will not provide any funding for the Services after the Cure Period.

**RTD FUNDING.** RTD will reimburse the Town as partial funding for eligible Services provided in accordance with **Exhibit A** in the amount set forth in **Exhibit B**, but such amount will not exceed \$500,000.00 ("**RTD Funding**") for the term of this Agreement (January 1, 2026 to December 31, 2028). RTD Funding does not include any additional operating costs for services in excess of the Services as set forth in **Exhibit A**, including any special events and holidays. Under no circumstances will RTD be obligated to pay more than the RTD Funding or for Services not actually provided by the Town.

### **INVOICING AND PAYMENT.**

The Town will submit an invoice to RTD on a quarterly basis requesting payment of the RTD Funding for the Services. Unless otherwise agreed by the Parties, the invoice shall include a summary of service hours, mileage, passenger boardings, origin and destination information for services operated alongside a list of trips completed by month, and any other information that RTD otherwise reasonably requests.

RTD will pay all approved invoices within thirty (30) calendar days after RTD has received the invoice. If RTD does not approve an invoice from the Town, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

### **ELIGIBLE EXPENDITURES**

In the event that the Town incurs direct, out-of-pocket expenses other than for eligible expenditures in accordance with the approved project budget in **Exhibit B**, RTD shall reimburse the Town only for eligible expenditures in accordance with the approved project budget in **Exhibit B**.

The Town shall be responsible for ensuring that all items in **Exhibit A** meet the following guidelines:

The Town agrees to ensure that the program identified in **Exhibit A** as Services funded by this agreement relate to transportation services commencing or concluding in portions of the Town located within the RTD boundaries.

The Town agrees to further ensure that all trips paid for under this agreement that fall within the Program category of transportation services ("**Transportation Services**") under **Exhibit A** both originate and conclude within the RTD boundaries.

**RECORDS.** The Town, or its designated agent, will maintain full and complete financial records for the provision of the Services. Such records shall include any financial information to

support and document the operating costs and revenues relating to the Services and any other financial information specifically requested by RTD. The Town shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement. If applicable, National Transit Database (“**NTD**”) data shall be kept in accordance with Federal Transit Administration (“**FTA**”) requirements and shall be reported as part of RTD’s NTD submission.

**AUDITS.** RTD reserves the right to audit the Town, or its designated agent’s, books and records to determine compliance with the terms of this Agreement. In the event that an audit shows that the Town is not in compliance with any term of this Agreement, Town staff will meet with RTD staff within fifteen (15) calendar days of notification of audit findings to review and come to an agreement on solutions to any audit conclusions, including but not limited to the return of all or a portion of the RTD Funding previously paid to the Town under this Agreement. The Town shall provide RTD with a copy of the written results of any internal audit performed by the Town or another third party related to the performance of the Services within thirty (30) calendar days of the conclusion of such audit.

**MARKETING.**

The Services will not be designated, marketed, or promoted as an RTD-branded service, except that the Town shall allow RTD to display an appropriate RTD logo in accordance with the section titled “Partnership Logos” in the RTD Brand Book (a copy of which is available upon request), on all vehicles used to operate the Services or financially supported in part by RTD, if in the RTD referenced area, through this Agreement.

The Town and/or its designated agent(s) will market the Services, and such marketing will include but is not limited to developing a marketing plan and implementing the plan. A marketing plan may include the following elements: advertising, public relations, collateral materials, websites, coordination with other transportation programs, outreach, and training. RTD will have the advance opportunity to review and approve any marketing materials for the Services. Costs and expenses associated with the Town marketing efforts are not included in the RTD Funding.

**PERFORMANCE EXPECTATIONS.** RTD will set and assess Performance Expectations (“**Performance**”) of the Services, as defined in **Exhibit C**. RTD will evaluate the Services on a quarterly basis and notify the Town if RTD determines that the Services are not meeting the established Performance. If the Services do not meet the Performance by the end of the term of this Agreement, RTD Funding will not be continued.

**PROCUREMENT MONITORING.** Pursuant to RTD procurement policies and procedures (“RTD Procurement Policy”), RTD is responsible for ensuring that RTD funds are used to support procurement transactions that provide for full and open competition. RTD’s monitoring of compliance with RTD Procurement Policy will require, at minimum, a review of the procurement procedures used to procure any portion of the Services, either through site visits or a review of written procurement manuals and transactions. RTD will review each

procurement related to provision of the Services prior to release to ensure compliance with RTD Procurement Policy.

## **LIABILITY AND INSURANCE.**

The Parties agree that RTD shall have no liability to the Town or its designated agent(s), or to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by the Town. This provision shall survive termination of this Agreement.

The Town and/or its designated agent(s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any operations of the Services.

Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this section or elsewhere in this Agreement shall be construed as an express or implied waiver by either Party of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

The Town and/or its designated agent(s) (for purposes of insurance collectively referred to as "Contractor" in Exhibit G) shall maintain in full force and effect adequate insurance, in the amounts and coverages outlined in **Exhibit G**.

**TRANSIT EQUITY.** RTD has established a Title VI Program. The Town must adhere to all conditions set forth in **Exhibit F**.

## **GENERAL PROVISIONS.**

**Available Funding.** This Agreement does not contain any multiple-fiscal year financial obligations by either Party that extend beyond its current fiscal year. The financial obligations of the Parties under this Agreement shall be subject to and limited by the appropriation of sufficient funds. RTD Funding for this Agreement, as set forth in **Exhibit B**, has been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. Nothing herein obligates either Party to budget, authorize or appropriate funds for any future fiscal year.

**Other Sources of Funding.** Nothing in this Agreement will prevent the Town from collecting contributions or fees from entities other than RTD to help defray costs of providing the Services that are not supported by RTD under this Agreement, except that RTD shall not be a party to any such third-party arrangement.

**Merger.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties,

promises or agreements, express or implied, shall exist between the Parties, except as stated herein.

**Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the Town, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.

**Communication and Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the addresses specified on **Exhibit D**. The addresses or contacts may be changed by the Parties by written notice to the other Party.

**Term and Termination.** This Agreement shall be deemed to have commenced on January 1, 2026, and shall remain in effect until December 31, 2028, unless earlier terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on sixty (60) calendar days' prior written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates either Party to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.

**Amendment.** The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.

**Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

**No Effect on RTD Rights or Authority.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. seq.*

**Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.

**Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.

**Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

**Waiver.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

**No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

**Changes in Law.** This Agreement is subject to such modifications as may be required by changes in city, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

**Status of Parties.**

The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in this Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between the Parties. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

RTD shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the Town. The Town acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the Town or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The Town shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required

by law, and shall be solely responsible for its own actions, its employees and agents.

**Paragraph Headings.** The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

**Counterparts.** This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.

**Electronic Signatures.** This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

*[Signature pages follow]*

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

TOWN OF ERIE

By: \_\_\_\_\_

Debra A. Johnson  
General Manager and CEO

By: \_\_\_\_\_

Andrew Moore  
Mayor

ATTEST:

Approved as to legal form for RTD:

Approved as to legal form for Town of Erie

\_\_\_\_\_

XXXX  
(INSERT TITLE)

\_\_\_\_\_

Town Clerk

**Exhibit A**  
Description of the Services

Services Description:

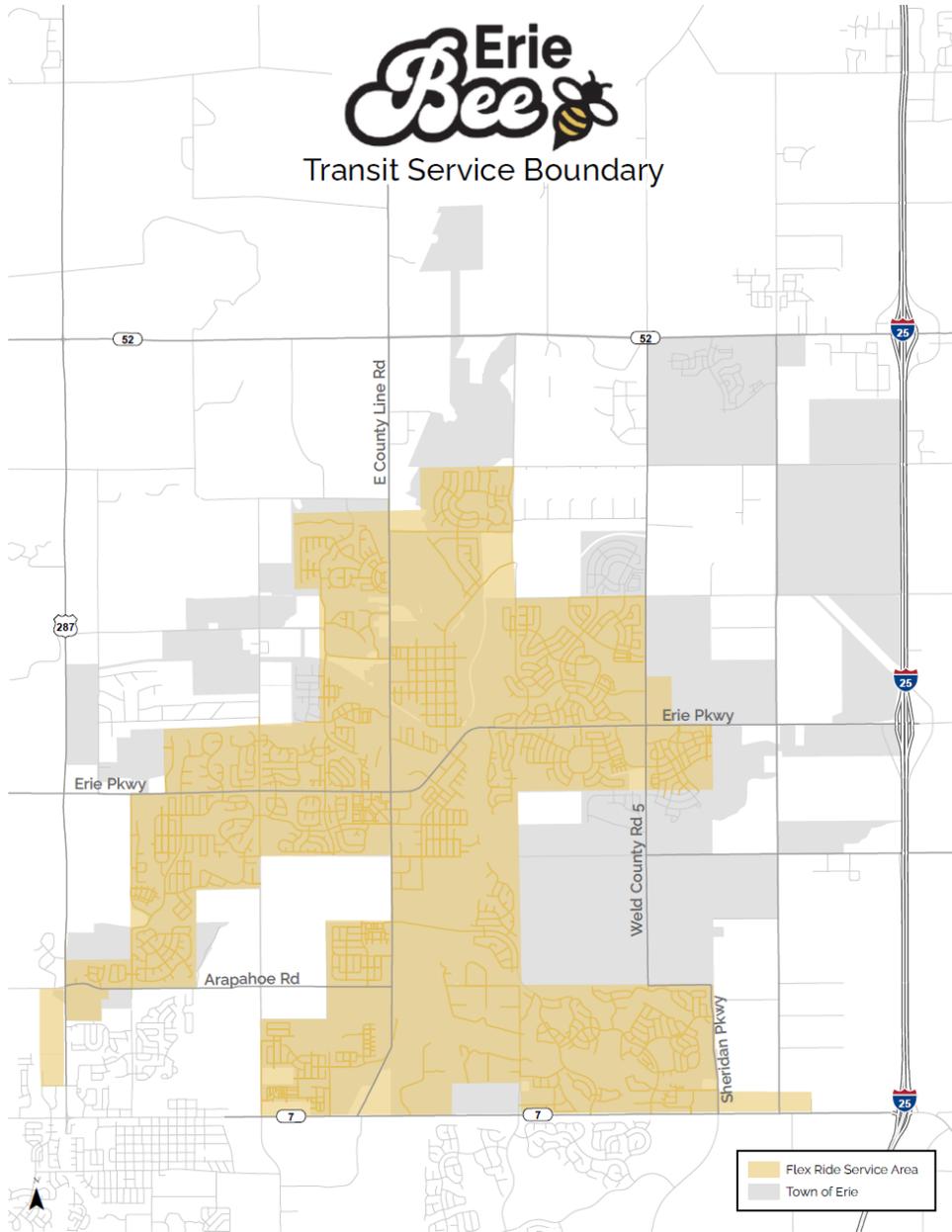
The Town will operate demand-responsive vehicles providing transit services for the general public within the RTD District up to 14 hours Monday through Friday for a total Annual Revenue Hours of up to 10,962 hours in the area identified in the map below. Hours are based on three (3) vehicles operating.

Span of Service:

Weekday-	6:00 AM- 8:00 PM
Saturday-	No service provided
Sunday-	No service provided

Annual Revenue Hours:

Weekday-	10,962
Saturday-	Not Applicable
Sunday-	<u>Not Applicable</u>
Total	10,962 estimate of hours if operating full schedule



**Exhibit B**

Description of the RTD Funding

RTD shall contribute up to \$500,000.00 towards the Town’s costs of operating the Services, as described in **Exhibit A**, for the period January 1, 2026, through December 31, 2028. Should the actual hours operated be reduced from those outlined in **Exhibit A**, payment will be reduced accordingly. The Town will contribute up to \$125,000.00 towards the costs of operating the Services.

Calendar Year	RTD Funding	Local Funding	Total
2027	\$500,000	\$125,000	\$625,000
Total Project Cost			\$625,000

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

## **Exhibit C**

### Performance Expectations

All RTD-funded microtransit projects must meet or exceed performance specifications as described below:

Two (2) passengers/boardings per hour

50% of trips wait time is less than 30 minutes

80% rolling stock reliability

**Exhibit D**  
Communication and Notices – Contacts

For the Town:

Town of Erie  
645 Holbrook St.  
Erie, Colorado 80516  
Attn: Miguel Aguilar  
720.698.2293  
maguilar@erieco.gov

For RTD:

Regional Transportation District  
1660 Blake St.  
Denver, Colorado 80202  
Attn: Erin Vallejos  
303.299.6177  
erin.vallejos@rtd-denver.com

## **Exhibit E**

### Special Provisions

**REPORTS.** On a quarterly basis, the Town or its designated agent will submit a report to RTD providing a summary of Services. The Quarterly Report must include the following: (1) ridership by day, and hours operated; and (2) the number passengers and wheelchairs.

**ADDITIONAL RECORD KEEPING AND REPORTING REQUIREMENTS.** In addition to the requirements set forth in Section 7 of this Agreement, the Town or its designated agent will maintain and make available for RTD audit, records of passenger boardings, passenger mileage, vehicle mileage, and any other information RTD requests. Data required by NTD of the Parties shall be kept in accordance with FTA requirements and regulations.

**MARKETING MATERIALS.** The Town will provide RTD with copies of any proposed marketing materials for the Services. RTD will have ten (10) business days to review any materials and provide comment to the Town. The Town will have final say on any issues related to marketing materials or marketing plans.

**DRUG AND ALCOHOL TESTING PROGRAM:** The Town shall require its contractor(s) providing the Services to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 40 and Part 655 and review the testing process. The Town further agrees to: (i) certify annually its compliance with Part 40 and Part 655 prior to December 31 of every year during the Term of this Agreement; (ii) submit the Management Information System (MIS) reports by no later than February 15 of every year during the Term of this Agreement to the HR DOT Compliance Department, Regional Transportation District, 1660 Blake St., Denver, Colorado 80202; and (iii) no less than two (2) weeks prior to the execution of this Agreement, provide RTD copies of the drug and alcohol testing program policies of each of its contractor(s) providing the Services. To certify compliance, the Town shall use the "Alcohol and Controlled Substances Testing Certification" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

A contractor that has no prior relationship with RTD, or RTD's current contractors, will be required to provide RTD's HR DOT Compliance Department with a Designated Employer Representative (DER), and a back-up DER, as points of contact for drug and alcohol testing compliance issues. Both the DER and back-up DER must have sufficient experience in the administration of a regulated drug and alcohol program (at least two (2) years) or have completed a Transportation Safety Institute Substance Abuse Management class at least three (3) months prior to award of the contract from the Town. Compliance with all applicable rules and regulations applies from the start of the contract.

## Exhibit F

### Transit Equity

#### Transit Equity

RTD has established a Title VI Program in pursuit of transit equity and compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, Executive Order 12898 (Environmental Justice), and applicable requirements. The objectives of RTD's Title VI Program include:

1. Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
2. Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
3. Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

For the purposes of achieving these objectives, the Town will be treated as an extension of RTD for compliance with the objectives of Title VI.

The Town agrees to operate its RTD funded services without discrimination based on race, color, or national origin in accordance with RTD's Title VI Program. Pursuant to compliance with RTD's Title VI Program, the Town shall:

1. Post a notice regarding the RTD funded service containing the following language: This service is funded in partnership with RTD. RTD operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes they have been subjected to unlawful discrimination under Title VI may file a complaint with RTD.

To file a complaint or obtain more information regarding RTD's complaint procedures, visit <https://www.rtd-denver.com/reports-and-policies/title-vi-policy>; call 303.299.6000; email [titlevicomplaints@rtd-denver.com](mailto:titlevicomplaints@rtd-denver.com) or visit RTD's administrative office at 1660 Blake St., Denver, Colorado 80202.

1. The Town must post a copy of this notice on their website and any vehicles of services that are RTD-funded.
2. Notify RTD of any written complaints asserting discrimination based on race, color or national origin involving RTD funded services within fifteen (15) calendar days of receipt.

The Town shall comply with any investigations and requests for information regarding complaints of discrimination.

Should RTD find that any practice, policy, or procedure of the Town results in a discriminatory outcome, RTD will provide specific instructions to the Town on how corrective action shall be taken.

Pursuant to FTA regulations, the Town shall submit a letter to RTD indicating it is meeting Title VI requirements ("Title VI Letter") within thirty (30) calendar days following the Effective Date. The Town shall include its Title VI Program and Title VI Notice as attachments to the Title VI Letter.

To the extent that one or more substantially similar agreements are executed for RTD funding of the Town provision of the Services for years occurring after the expiration of the term of this Agreement, the Town shall be required to submit the Title VI Letter to RTD every three (3) years.

**EXHIBIT G**

**REGIONAL TRANSPORTATION DISTRICT  
INSURANCE & BOND REQUIREMENTS  
FUNDING INTERGOVERNMENTAL AGREEMENTS - MICROTRANSIT**

**PUBLIC ENTITY  
SELF-INSURANCE ACKNOWLEDGEMENT**

The Town is a governmental entity that is either self-insured for or agrees to maintain the coverages set forth below. The Town shall have the right to comply with and satisfy any or all of its insurance obligations under this Agreement in lieu of actually obtaining the applicable insurance policies by notifying RTD of the Town's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed herein shall apply. If requested by RTD at any time, the Town shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD.

In addition, the Town shall require that its Contractor(s) and subcontractor(s) procure and maintain the following types of insurance, at minimum, with an insurer or insurers and in a form satisfactory to RTD:

**General**

All defined terms contained in this **Exhibit F** shall have the same meaning ascribed to them in this Agreement.

The Contractor shall procure and maintain, and shall require that its subcontractors purchase and continuously maintain in full force and effect for the term of this Agreement, all insurance policies specified in this Exhibit F. The Contractor shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under this Agreement, and liability of Contractor under this **Exhibit F** shall not be limited to coverage provided under said insurance policies. The Contractor and its subcontractors shall remain solely and fully liable for all deductibles/Self-Insured Retentions (SIRs) and amounts in excess of the coverage actually realized.

**Commercial Automobile Liability Insurance**

At all times during the performance of this Agreement, the Contractor and its subcontractors shall have and maintain Automobile Liability Insurance insuring against claims for bodily injury and property damage arising out of the ownership, maintenance or use of all owned/leased as well as hired and non-owned vehicles. The Automobile Liability policies shall have minimum limits of liability as follows:

Amount of Coverage:                    \$1,000,000 combined single limit

### **Workers' Compensation and Employer's Liability Insurance**

At all times during performance of this Agreement, the Contractor and its subcontractors shall each have and maintain Workers' Compensation Insurance sufficient to meet its statutory obligations to provide benefits for their contractual and statutory employees with claims of bodily injury or occupational disease (including resulting death).

The **Contractor** and its subcontractors shall each provide Employer's Liability Insurance covering their legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by their contractual and statutory employees with minimum limits of liability as follows:

Amount of Coverage:                    \$1,000,000

### **Endorsements, Waivers and Related Requirements**

Prior to performing any Work, the Contractor shall furnish RTD with proof of insurance and a certificate of insurance for each of the Contractor's and each of its subcontractors' policies. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

3. The Contractor and its subcontractors shall request their insurance policies contain language requiring the insurer to provide RTD with 30 calendar days' advance notice of cancellation of policies by Registered or Certified mail. Regardless, the Contractor and its subcontractors shall be responsible to immediately notify RTD in writing by email of any changes to, cancellations of or notices of an insurer's intent to not renew its insurance. Such notice shall be provided no later than 24 hours after the Contractor or any of its subcontractors receives notice of any changes, cancellations or notice of an insurer's intent to not renew. Failure to provide the notice shall be breach of this Agreement and this Agreement may be terminated. Any notice of changes, cancellation or intent to not renew shall be provided to the designated RTD Department or Division as provided herein. Such notice requirement does not waive the insurance requirements contained herein.
4. For the insurance specified herein, RTD and its members, directors, officers, employees and agents shall be named as an additional insured (except Workers' Compensation).
5. The Contractor and its subcontractors and their agents and employees waive all rights of subrogation against RTD for any liability and workers' compensation claims they incur in relation to this Agreement and agree to have all such policies appropriately endorsed with a Waiver of Subrogation endorsement.

6. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. The amount of insurance must be **at least** equal to the limits of liability required herein.

### **Acceptable Insurance Company**

The insurance company providing any of the insurance coverage required herein shall have at a minimum an AM Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) or equivalent from similar rating agency and shall be subject to prior approval by RTD. Each insurance company's rating as shown in the latest AM Best Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

### **Premiums, Deductibles and Self-Insured Retentions**

The Contractor and its subcontractors shall be responsible for payment of premiums for all of the insurance coverages required hereunder. The Contractor and its subcontractors further agree that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor and its subcontractors are responsible hereunder, the Contractor and its subcontractors shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the Contractor's and its subcontractors' insurance must be declared and approved in writing by RTD prior to entry upon, above or adjacent to RTD property and prior to commencement of any Work under this Agreement.

### **Certificate of Insurance**

The Contractor will deliver to the designated RTD Department or Division a certificate of insurance with respect to each required policy to be provided by the Contractor and its subcontractors. The required certificates must be signed by the authorized broker or agent representative of the insurance company shown on the certificate and authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements, waivers, and related requirements described above shall be attached to the certificates of insurance when submitted to RTD. A certified, true and exact copy of each insurance policy (including renewal policies) required under this Agreement shall be provided to RTD if so requested within three (3) business days.

### **Maintenance of Coverage and Renewal Policies**

No less than 21 calendar days prior to the expiration date of any policy to be provided by the Contractor and its subcontractors, the Contractor shall promptly deliver to RTD proof of insurance required by the terms specified herein for at least the next twelve months after the expiration date of any policy. Such insurance may be either a renewal policy or a new policy or policies.

### **No Recourse**

There shall be no recourse by any party, insurer, the Contractor or its subcontractors against RTD for the payment of premiums, deductibles, self-insured retentions or other amounts with respect to the insurance required from the Contractor or its subcontractors.

### **Failure to Provide or Maintain Insurance Coverages**

The Contractor's failure to have or maintain, or failure to require its subcontractors to have or maintain, any of the insurance coverage required herein shall constitute a breach of this Agreement. In addition to the remedies that RTD may have under the insurance specified herein, RTD may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor or its subcontractors) or RTD may procure substitute insurance. The Contractor is responsible for any costs incurred by RTD in maintaining the insurance coverage required by the terms specified herein or providing substitute insurance. Such costs may be charged to the Contractor or may be deducted from any sums due and owing to the Contractor.

### **BOND REQUIREMENTS**

**None required.**





### Certificate Of Completion

Envelope Id: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5  
 Subject: Complete with Docusign: Erie Bee PSA 02-02-26.docx, Erie COI.pdf  
 Source Envelope:  
 Document Pages: 35  
 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: 73.95.181.130

### Record Tracking

Status: Original  
 2/2/2026 4:49:30 PM  
 Holder: Lyndsy Willette  
 lwillette@erieco.gov  
 Location: DocuSign

### Signer Events

Frank Bruno  
 fbruno@viacolorado.org  
 Chief Executive Officer  
 Via Mobility Services  
 Security Level: Email, Account Authentication  
 (None)

### Signature

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.130.178

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### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Frank Bruno  
 fbruno@viacolorado.org  
 Chief Executive Officer  
 Via Mobility Services  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

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 ID: 4408037e-3786-4d38-bcff-adeffc0adfc12

Miguel Aguilar  
 maguilar@erieco.gov  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

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**Electronic Record and Signature Disclosure:**  
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### Witness Events

### Signature

### Timestamp

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	2/4/2026 4:38:31 PM
Completed	Security Checked	2/4/2026 4:38:33 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
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## **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:

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# Erie Microtransit Service Plan

Prepared for:  
Town of Erie, CO

June 13, 2024

DN23-0774

FEHR  PEERS

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# Chapter 1 – Introduction

This report details the Town of Erie’s plan for an effective, innovative, and customer-focused transit solution for implementation and deployment within the Town boundaries. The project’s goal is to provide an enhanced, flexible, convenient transportation solution for connections that may include first/final mile, community destinations, or specialty transportation needs. The purpose is to solve unmet transportation needs, and not to duplicate any existing transportation services. In particular, the service will improve transportation for marginalized population groups and those with less access to reliable transportation, including older adults, youth, individuals with limited English proficiency, individuals with a disability, and families with low incomes. The result of the project will be a service plan and microtransit procurement development for contracted service operations.

## Project Approach

The project approach is described in **Figure 1**, with each step relating back to the project’s core goals.

*Figure 1: Project Approach*



## Report Contents

The report includes the following major sections:

- Background and Context
- Existing Transit Services
- Demographic Analysis
- Travel Patterns and Demand
- Community Input
- Transit Need & Travel Market Identification
- Recommended Microtransit Zone
- Implementation Plan

# Chapter 2 – Background & Context

## What is Microtransit?

Microtransit is an on-demand public transit service that matches and combines trip requests in real-time, similar to Uber or Lyft. Additional attributes of microtransit include:

- It typically operates in a smaller geographic area without a specific route.
- It picks up and drops off its passengers within a block of their origins and destinations.
- Smaller vehicles are used, with at least one vehicle able to accommodate wheelchairs.
- Riders are picked up in 30 minutes or less from when a trip is requested.
- Trip requests may serve one individual or can be shared among multiple passengers who request a ride along a similar route at the same time.
- Trips are requested via a smartphone application or through a call-in option.

Some of the advantages of microtransit over fixed-route transit include:

- Allows for a high degree of flexibility and adaptability in how the service is defined and operated.
- More effectively serve travel markets with lower population density, where origins and destinations are more dispersed.
- Can be more convenient to users than a low-frequency fixed route service by providing door-to-door service with pick-up in under 30 minutes.
- Smaller vehicles allow for more flexibility in locations served, are more fuel efficient, and make it easier to recruit and train drivers.

## Microtransit in Erie

A primary goal of this project is to close the transit service gap within the Town of Erie. Erie is a community of over 30,000 and as the fastest growing community in Boulder County is expected to add another 10,000 residents in the next decade. Additionally, the Town has limited transit service today. Less than half the Town (the portion within Boulder County) is included within the Regional Transportation District (RTD). Even within that portion, the only route that penetrates the Town is the JUMP, which connects to Boulder and operates every 30 minutes during peak periods, hourly in the evening, with no midday service, and hourly on Saturdays with no Sunday service. Limited additional service is provided on the edge of Erie, including additional frequency of the JUMP, the LD Route along US 287 between Longmont and Broomfield and the recently launched North Broomfield FlexRide that serves the very

southeastern corner of Erie. Additional service along CO 7 is planned in 2026 between Boulder and Broomfield.

The 2018 Erie Transportation Master Plan identified the need to provide flexible transit solutions in places where RTD has been unable to provide service. Some of the core goals of this project identified in that plan and by the Town include:

- Fill the missing transit gap within Erie.
- Connect Erie residents to the existing adjacent RTD transit network (including Lafayette and Louisville).
- Provide a transit connection to future BRT starter service along CO 7.
- Connecting Erie residents, in particular those that have no means of transportation, to services via transit (destinations in town, medical facilities, education, employment, shopping, etc.).
- Improve transportation for marginalized population groups and those with less access to reliable transportation, including older adults, youth, individuals with limited English proficiency, individuals with a disability, and families with low incomes.
- Reduce the need to rely on driving to get around Erie and to/from Erie.

The Town of Erie was awarded DRCOG TIP funding in the amount of \$1,200,000 to partially fund microtransit services in Erie over a two-year period to fill the transportation gap identified. Additional funds will be provided by the Town and potentially other sources.

# Chapter 3 – Existing Transit Services

## Routes and Coverages

The western portion of Erie, west of County Line Road, is within Boulder County and is included in the Regional Transportation District, RTD, which provides transit services to the Denver Region. This portion of the town is currently served by the JUMP route that directly connects Erie to Boulder via Arapahoe Road.

Three other transit services operate adjacent to the Town boundary:

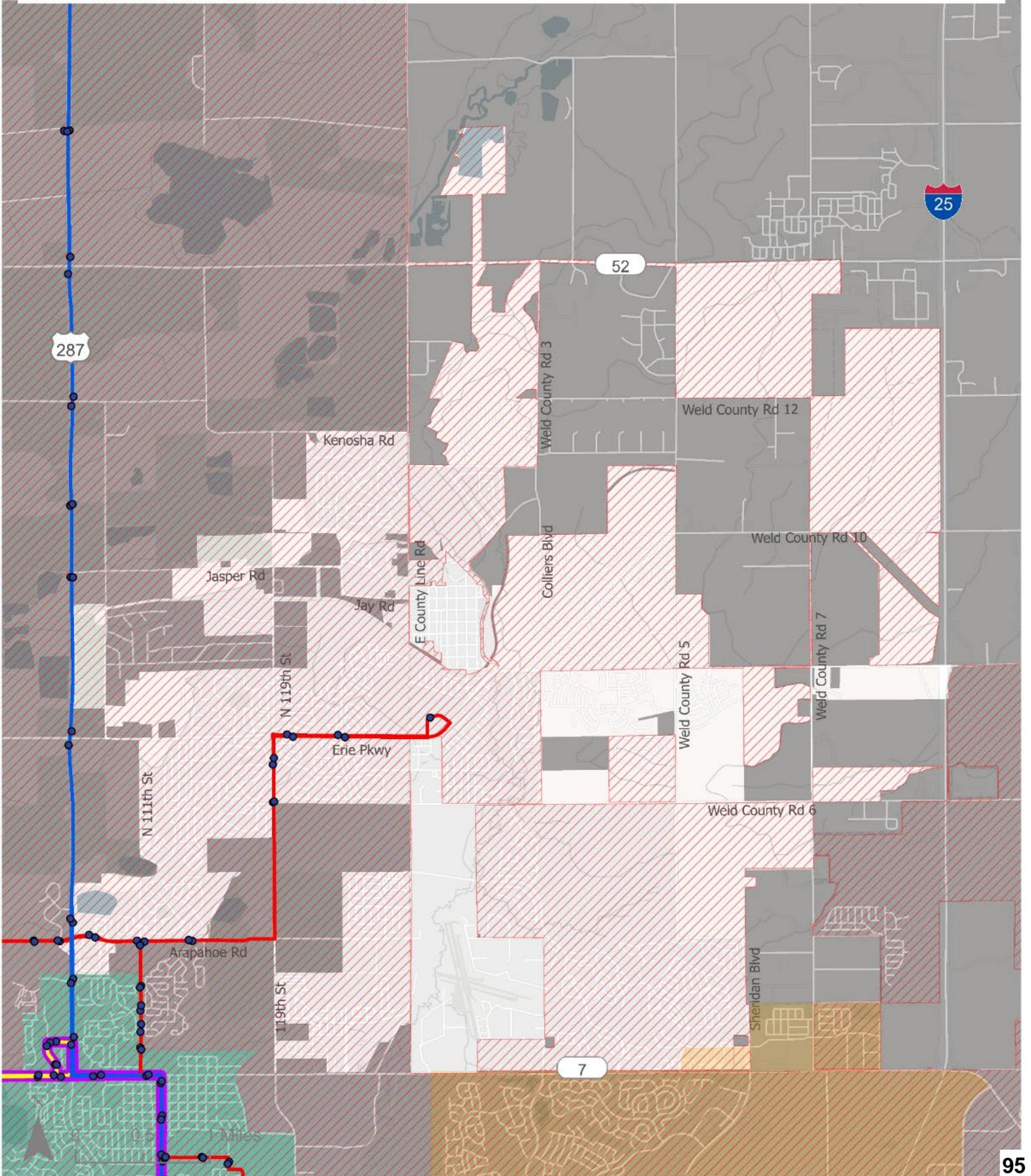
- RTD Route LD – The LD3 operates from Longmont to Broomfield along US 287 on the West edge of Erie and the LD1 operates the same general route along US 287 with service continuing into Union Station in Denver.
- Ride Free Lafayette - On-demand service in Lafayette managed by Boulder County just south of the southwest corner of Erie.
- RTD Broomfield North Flexride, - On-demand service roughly between 144<sup>th</sup> Avenue and CO 7 between I-25 and Countyline Road. A small portion of the FlexRide service area operates in the southeast corner of Erie.

Additionally, RTD Route 225 and 228 serve Lafayette, adjacent to Erie. A map of the existing transit service in and around Erie is provided in **Figure 2**. The service operating characteristics of existing transit in Erie (specifically span and frequency) are detailed in **Table 1**.

# Existing Transit

- RideFree Lafayette
- North Broomfield FlexRide
- RTD Service Area
- RTD Bus Stop
- 225
- 228
- JUMP
- LD

Figure 2: Existing Transits around Erie



**Table 1: Existing Transit Operating Characteristics**

Service	Direction	Operation Day	Operation Time	Frequency
<b>JUMP</b> (Erie Community Center runs only)	Eastbound	Monday-Friday	7 AM - 9 AM 3:30 PM - 7 PM	30 mins 30 mins
		Saturday	9 AM - 10 PM	1 hour
	Westbound	Monday-Friday	6 AM - 9 AM 4 PM - 6:30 PM 8:30 PM - 9:30 PM	30 mins 30 mins 1 hour
		Saturday	8:30 AM - 9:30 PM	1 hour
<b>LD1 &amp; LD3</b>	Southbound	Monday-Friday	6 AM - 7 AM 7 AM - 8 AM 8 AM - 10 AM 10 AM - 2 PM 2 PM - 10 PM	30 mins 1 hour 2 hours 1 hour 2 hours
		Saturday	10 AM - 10 PM	2 hours
	Northbound	Monday-Friday	7 AM - 9 AM 9 AM - 5 PM 5 PM - 6 PM 6 PM - 11 PM	2 hours 1 hour 30 mins 2 hours
		Saturday	11 AM - 11 PM	2 hours
<b>Ride Free Lafayette</b>	On-demand, within the service area	Daily	7 AM - 8 PM	By reservation or on-demand
<b>North Broomfield Flexride</b>	On-demand, within the service area	Monday-Friday	9 AM - 4 PM	By reservation or on-demand if available

Source: RTD Services, Ride Free Lafayette

## Frequency and Span

**Table 2** illustrates the frequency of existing fixed-route transit service within and adjacent to Erie. During the peak periods, the JUMP (segment east of 111<sup>th</sup> Street along Arapahoe Road) and 225 (along Baseline Road) operate every 15 minutes. Midday most service operates hourly except the 225.

- **JUMP** - The RTD JUMP Route operates every 30 minutes to the Erie Community Center only in the morning and afternoon peak periods during weekdays and hourly all day on Saturdays. More frequent service (every 15 minutes) is provided west of 111<sup>th</sup> Street during weekday peak periods and every 30 minutes on Saturday. On Sunday there is no service to Erie Community Center and service west of 111<sup>th</sup> Street operates hourly.
- **LD** - The LD Route operates every 30 minutes for one hour in the peak direction (southbound in the morning peak and northbound in the afternoon peak) and operates every hour midday on weekdays. Otherwise, it operates every two hours, including in the off-peak direction, in the



evening, and on Saturday. There is no service on Sunday. Two peak direction runs operate to Denver Union Station. All other runs terminate at the US 36 & Broomfield Station.

- **Ride Free Lafayette** – The Ride Free Lafayette operates from 7 AM to 8 PM daily. Rides can be reserved in advance, on-demand, or riders can walk on if they see the bus.
- **North Broomfield Flexride** – The North Broomfield Flexride operates from 9 AM to 4 PM on weekdays. Rides can be reserved in advance or on-demand if the service is not already booked by a conflicting trip.

**Table 2: Frequency of RTD Bus Routes in and Near Erie**

Route	Destination	Weekday Peak	Weekday Midday	Saturday	Sunday
<b>JUMP (Erie runs)</b>	Erie - Boulder	30	-	60	-
<b>JUMP (w of 111<sup>th</sup>)</b>	Lafayette – Boulder	15	60	30	60
<b>225</b>	Lafayette - Boulder	15	30	30	30
<b>228</b>	Lafayette – Louisville - Broomfield	-	60	60	60
<b>LD1 &amp; LD3</b>	Longmont - Broomfield	30-120	60	120	-

Source: RTD Services, Ride Free Lafayette

## Ridership

The average daily boardings and alightings of existing fixed-route transit services at bus stops around Erie from the winter and spring of 2023 are shown in **Table 3** and mapped in **Figure 3**.

In general, the weekday ridership within Erie boundaries is higher than Saturday ridership. Erie Community Center has the highest boardings with an average of 25 passengers per weekday and 19 passengers per Saturday. Arapahoe Rd/Stonehenge Dr at the Southwest corner of Erie (west of US 287) served by the eastbound JUMP is the stop with the most alightings, with an average of 17 per weekday.

**Table 3. Major Ridership Stops around Erie**

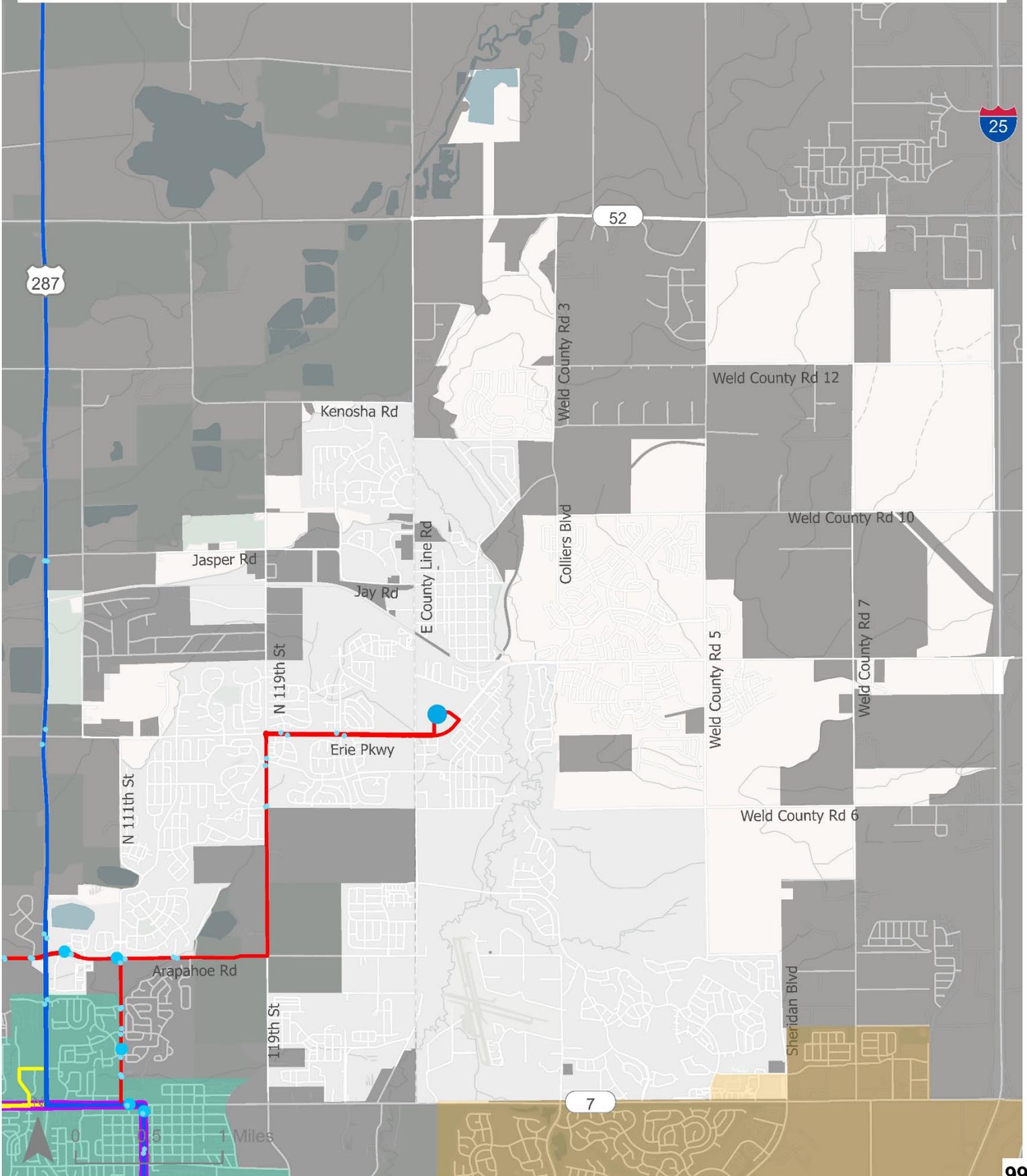
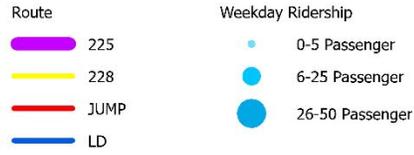
Operation Day	Transit Stop	Transit Route	Direction	Average Daily Boardings	Average Daily Alightings
Weekdays	Erie Community Center	JUMP	Westbound	25	0
Saturday				19	0
Weekdays	Arapahoe Rd/US 287	JUMP	Westbound	11	3
Saturday				6	3
Weekdays	Arapahoe Rd/N 111th St	JUMP	Westbound	6	4
Saturday				2	1
Weekdays	Arapahoe Rd/Stonehenge Dr	JUMP	Eastbound	4	17
Saturday				2	7
Weekdays	Erie Pkwy/Meller St	JUMP	Westbound	3	0
Saturday				2	0

Source: RTD



# Transit Ridership

Figure 3: Transit Ridership



# Chapter 4 – Demographic Analysis

## Demographics

The Town of Erie is located in Boulder County and Weld County and as of the 2020 Census had 30,000 residents. **Table 4** summarizes the demographic characteristics of the Town’s population in comparison to Boulder and Weld Counties. There are fewer Hispanic/Latino residents in Erie (9%) compared to Boulder County (14%) and Weld County (30%). The median household income in Erie is \$140,000 which is higher than Boulder County (\$90,000), Weld County (\$85,000), and Colorado (\$80,000).

**Table 4. Demographic Comparison of Erie, Boulder County, and Weld County**

American Community Survey Data 5-Year Estimates (2021)		Erie <sup>1</sup>	Boulder County <sup>2</sup>	Weld County <sup>2</sup>
Population	Number of Residents	29,367	330,758	328,981
	Population Density (residents/square mile)	1,726	455.3	82.6
Race and Ethnicity	White alone (%)	82%	77%	63%
	Hispanic or Latino (%)	9%	14%	30%
	Black or African American (%)	0%	<1%	1%
	American Indian and Alaska Native (%)	<1%	<1%	<1%
	Asian (%)	5 %	5%	2%
	Native Hawaiian and Other Pacific Islander (%)	<1%	<1%	<1%
	Two or More Races (%)	5%	7%	4%
Income	Median Household Income (\$)	\$140,409	\$90,168	\$85,290
	Percent Below Poverty Line	4%	11%	10%

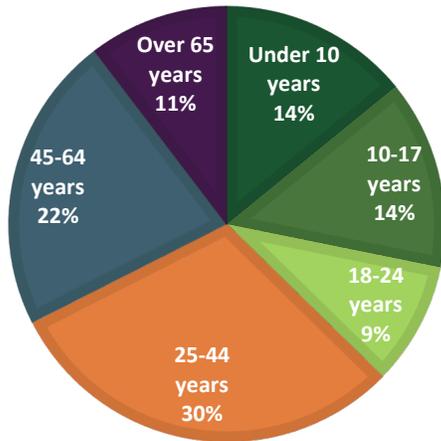
<sup>1</sup>Source: American Community Survey, 5-Year Estimates (2021)

<sup>2</sup>Source: Decennial Census (2020)



## Age Group

Figure 4: Erie Age Distribution



**Figure 4** shows that people aged 25-44 years old account for approximately 30% of the population. Youth (0-17 years old) also make up a significant portion of the population (28%), and 22% of the population is aged 45-64.

Source: American Community Survey, 5-Year Estimates (2021)

The age groups that typically generate the highest demand for microtransit services (when not considering other factors, such as income or access to a vehicle) are teenagers and older adults.

### Youth Population

**Figure 5** shows the distribution of the youth population in Erie (aged 10-17). This data is based on Census Tracts, which include areas both in and out of Erie, thus some of the data is representative of demographic characteristics of the portion of the census blocks outside of Erie. With this caveat in mind, the locations in Erie with a disproportionately higher concentration of youth (ages 10-17) appear to be west of County Line Road between Erie Parkway and Arapahoe Road and in the Vista Ridge neighborhood in southeast Erie (13% - 16%).

### Older Adult Population

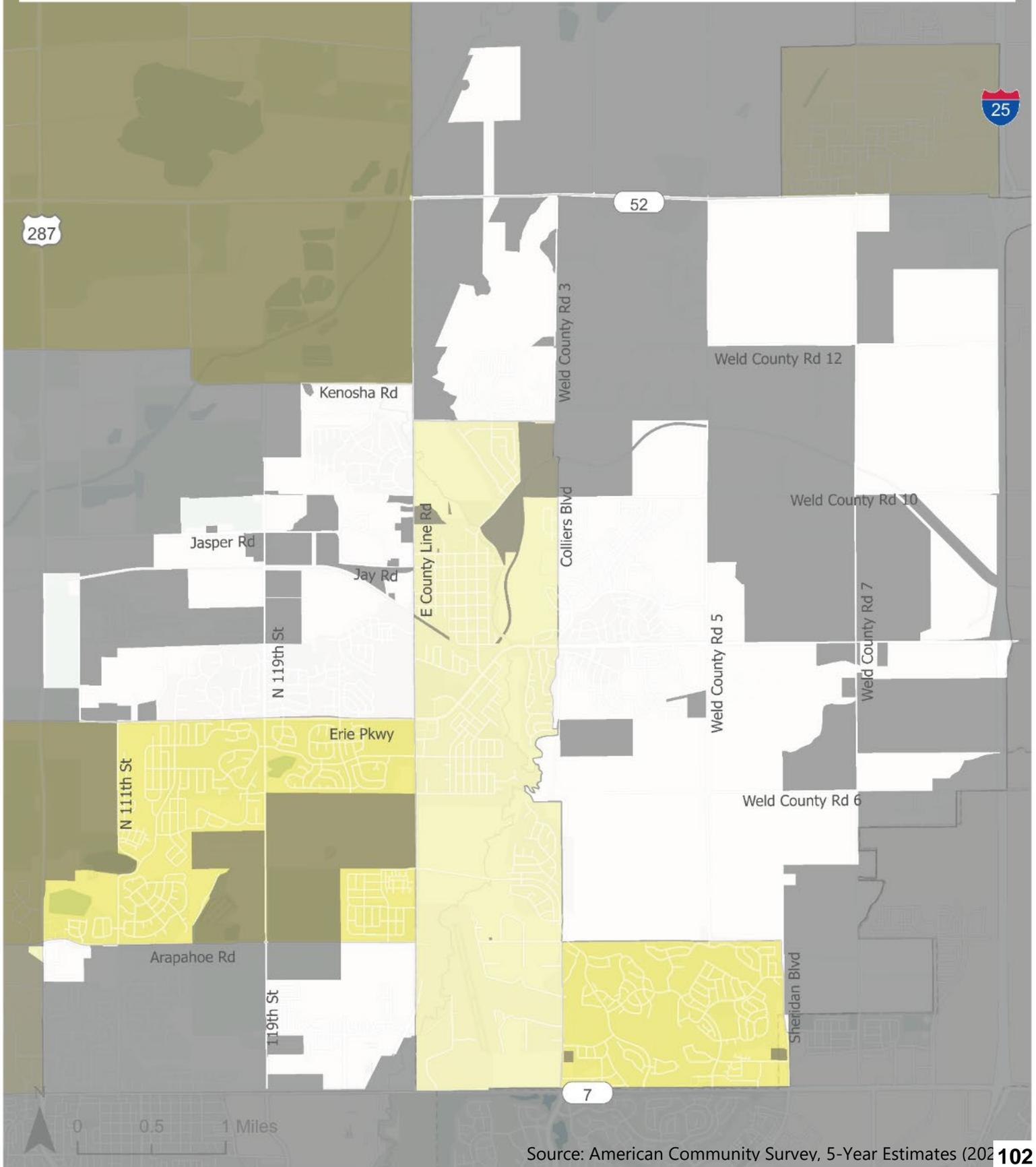
**Figure 6** shows the distribution of the older adults in Erie (aged 65+). This data shows that the older adult population in Erie appears to be relatively distributed evenly across the Town (10% - 13%) with slightly higher concentration in the southwest area and far north of Erie (16% - 19%).

# Young Residents of Erie

Figure 5: Young Residents of Erie (Age 10-17 Years)

Young Residents (Age 10-17 Years)

- <10%
- 10%-13%
- 13%-16%

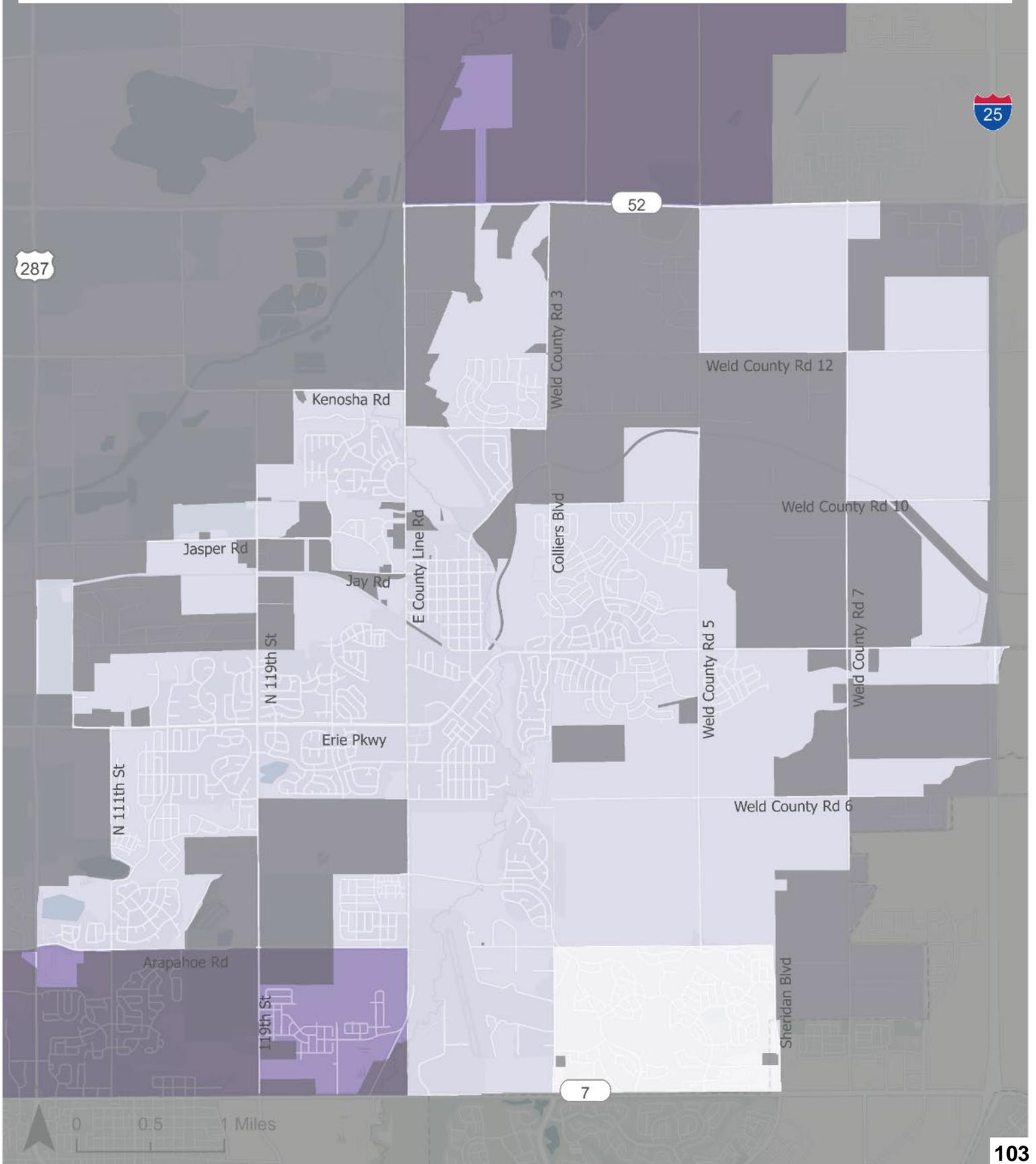


# Older Residents of Erie

Figure 6: Older Residents of Erie (Age 65+ Years)

Older Residents (Age 65+ Years)

- <10%
- 10%-13%
- 13%-16%
- 16%-19%



## Income

Transportation is the second highest household expense<sup>1</sup> after housing and income is an important determinant when evaluating transit demand.

### *Residents Living in Poverty*

Four percent of the population in Erie is below the poverty line. **Figure 7** displays the percentage of residents in each census tract in Erie who live under the poverty line. This data shows that the west side of Erie (west of Colliers Blvd) likely has a slightly higher percentage of residents living under the poverty line (4% - 6%) compared to the east side of Erie (<2%), and greater concentration appears in the southwest area and far north of Erie (6% - 8%). It should be noted that because the data is based on census tracts this data includes areas both within and outside of Erie and the exact concentrations of the census tracts just within Erie are not represented.

### *Residents of Low and Moderate Income*

The U.S. Department of Housing and Urban Development defines low-income populations as those earning 50 percent or less of the Area Median Income (AMI), and moderate-income populations as those earning between 50 percent and 80 percent of the AMI. Although some people with low and moderate incomes earn more than those living under the poverty line, they are still vulnerable to the burden of transportation costs.

**Figure 8** displays the percentage of residents in each census tract in Erie who are considered low and moderate-income. This data shows that low- and moderate-income households are fairly evenly distributed across Erie and generally represent about 10% - 20% of the population. The highest concentration also appears in the southwest area and far north of Erie (>30%), and the lowest proportion is the southwest corner of Erie (<10%).

Whether people are living with low and moderate-income, or they are living under the poverty line, transportation is a burdensome cost. Improving transit access can significantly improve the quality of life for these residents.

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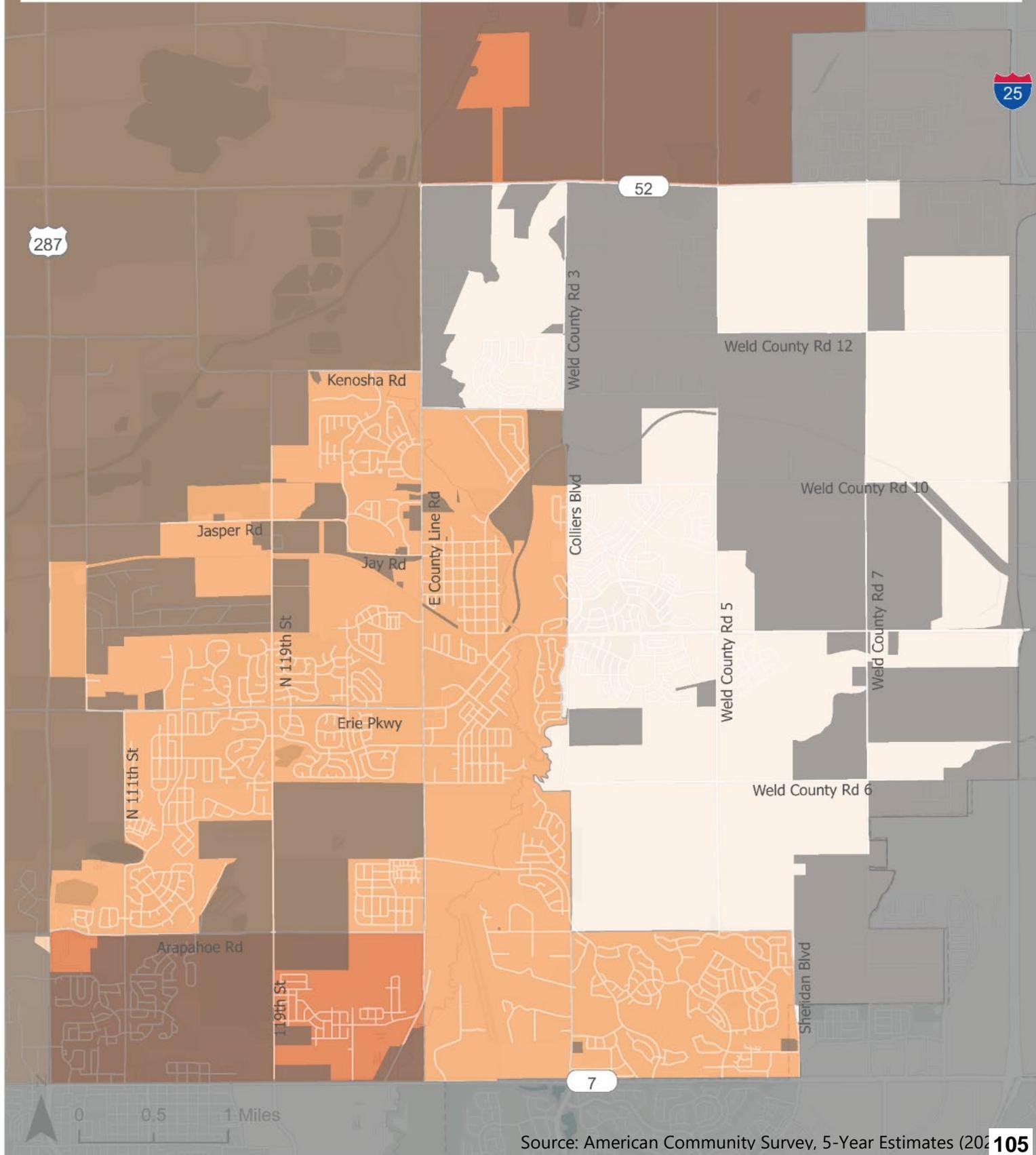
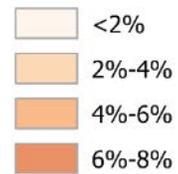
<sup>1</sup> Housing and Transportation Affordability Index



# Residents Living Under the Poverty Line

Figure 7: Residents Living Under the Poverty Line

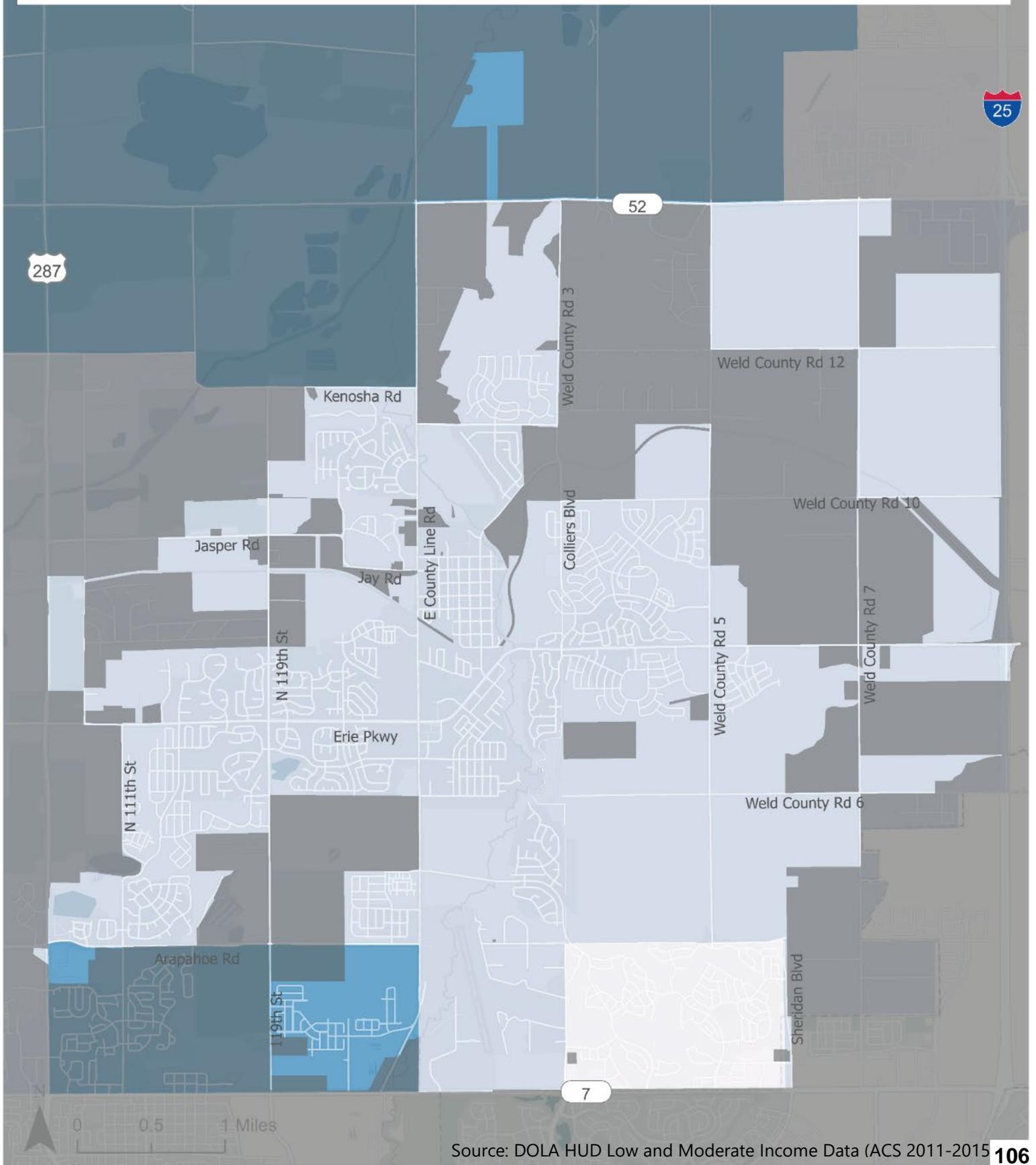
Below Poverty Rate



# Low and Moderate Income

Figure 8: Low and Moderate Income Residents

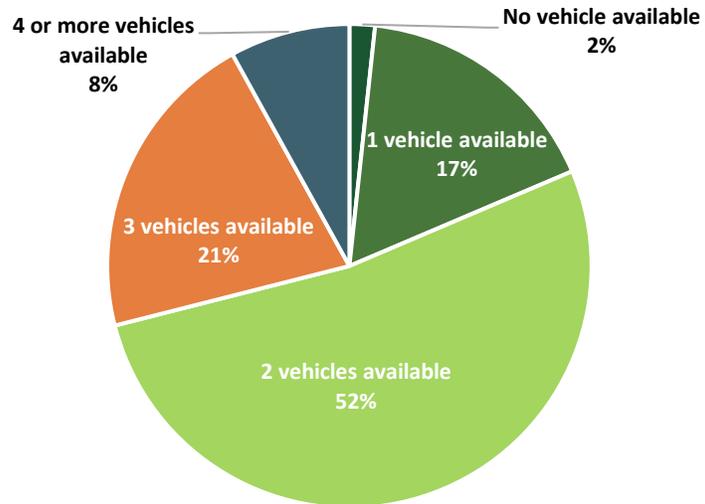
Low and Moderate Income



## Vehicle Availability

More than half (52%) of Erie households have two vehicles, 29% have more than two vehicles, and 17% have one vehicle. The data shows that only 2% of Erie households don't have private vehicles.

*Figure 9: Household Vehicle Availability*

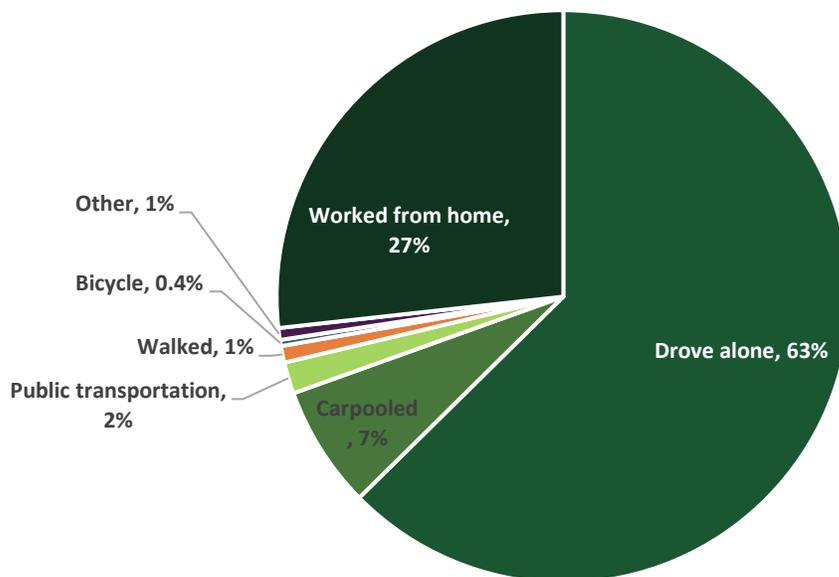


Source: American Community Survey, 5-Year Estimates (2020)

## Commute Mode Split

Based on the most recent American Community Survey data from the U.S. Census between 2018 and 2022 most Erie residents, approximately 63%, drove alone to work. Seven percent carpooled to work and two percent used public transportation. About one percent walked, one percent used other modes, and less than one percent biked. Additionally, 27% of Erie's population worked from home (**Figure 10**). It should be noted that this data includes an average of both pre-pandemic and post-pandemic data.

Figure 10: Erie Commute Mode Split



Source: American Community Survey, 5-Year Estimates (2022)

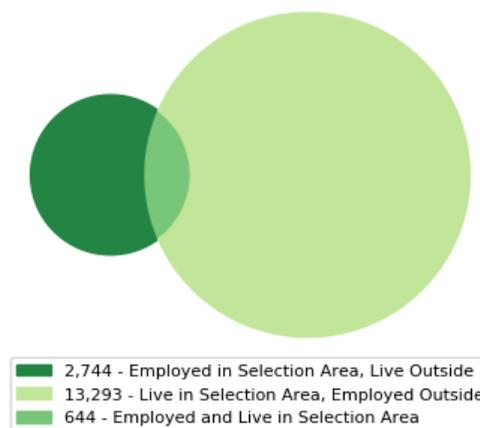
# Chapter 5 – Travel Patterns & Demand

## LEHD Commute Flows

The Longitudinal Employer-Household Dynamics (LEHD) from the U.S. Census collects survey data on travel and commute patterns. **Figure 11** shows that 95% of employed Erie residents worked outside of Erie in 2020. Additionally, about 80% of the 2,700 people who work in Erie commute from outside of Erie.

### Commute-in/Commute-out Chart

Figure 11: Inflow/Outflow Jobs



Source: LEHD (2020)

**Table 5. Erie Residents Inflow/Outflow Jobs**

Category	2020	
	Count	Share
Living in the Selection Area	13,937	100%
Living in the Selection Area but Employed Outside	13,293	95%
Living and Employed in the Selection Area	644	5%
Employed in the Selection Area	3,388	100%
Employed in the Selection Area but Living Outside	2,744	81%
Employed and Living in the Selection Area	644	19%

Source: LEHD (2020)

About 40% of Erie residents who work outside Erie work less than 10 miles from Erie, mostly in Boulder and Longmont. Another 39% work in the Denver area which is approximately within 10-24 miles from Erie, and about 15% work 25-50 miles from Erie, mostly in Aurora. About five percent of commuters' workplaces are greater than 50 miles from Erie.

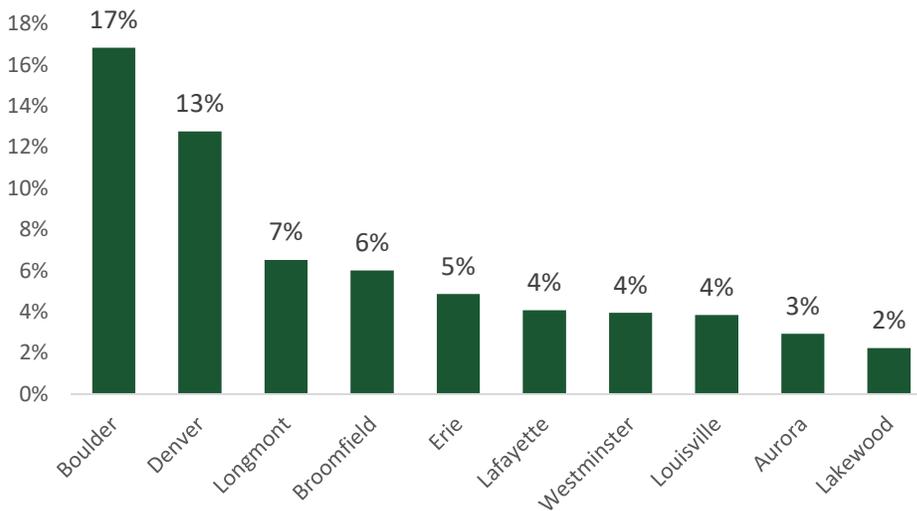
**Table 6. Erie Residents Work Distance**

Category	2020	
	Count	Share
Total All Jobs	13,937	100%
Less than 10 miles	5,632	40%
10-24 miles	5,424	39%
25-50 miles	2,144	15%
Greater than 50 miles	737	5%
Total All Jobs	13,937	100%

Source: LEHD (2020)

**Figure 12** shows the top cities where Erie residents work, based on 2021 census data. About 30% of residents work in Denver or Boulder proper.

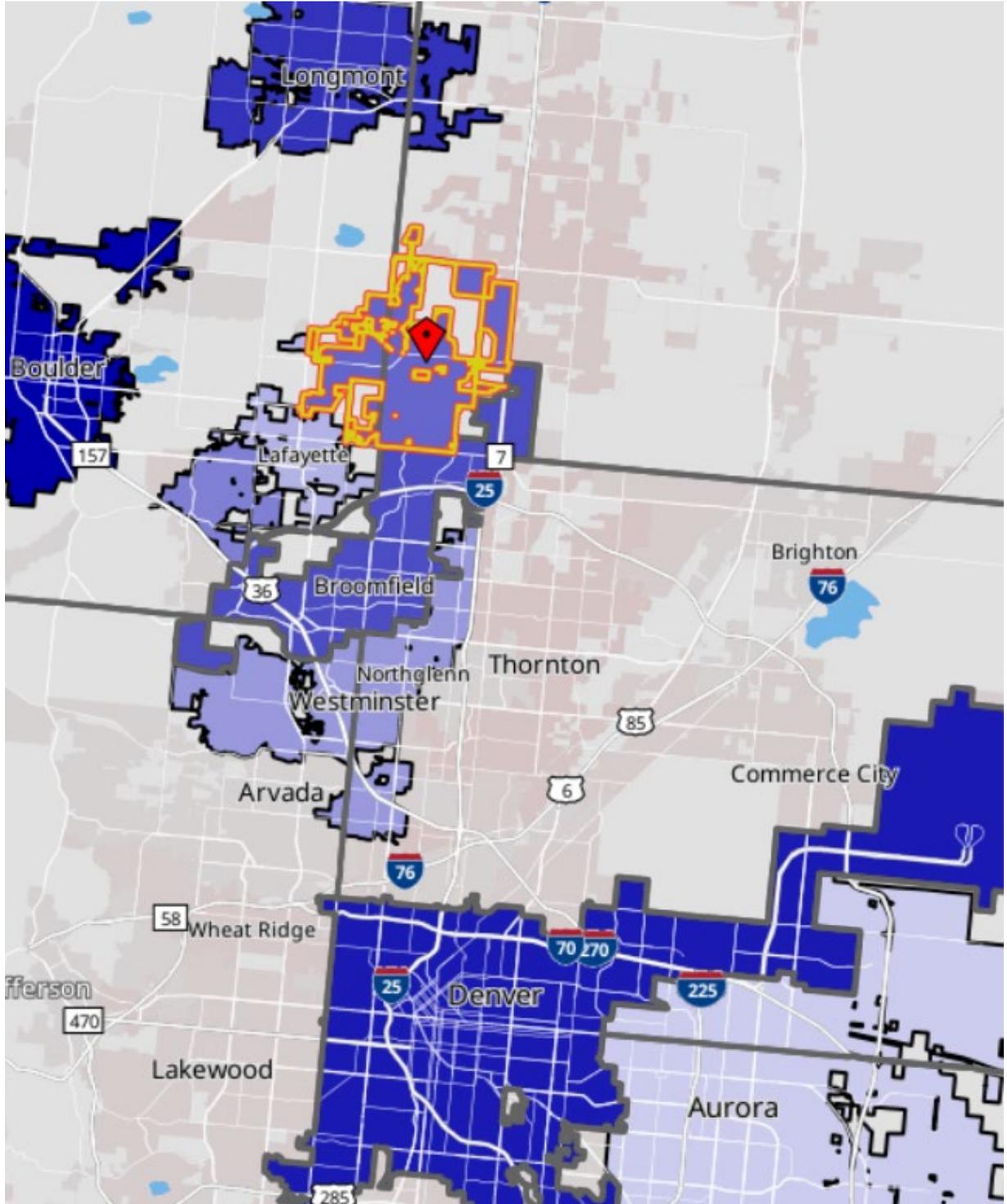
*Figure 12: Where Erie Residents Work*



Source: LEHD (2021).



Figure 13: Where Erie Residents Work



Source: LEHD (2020)

**Table 7** shows that almost 50% of Erie workers live less than 10 miles away. A good share of these workers live in Longmont and Thornton. Another 32% live within 10-24 miles, mostly in Denver, and less than 20% live greater than 25 miles.

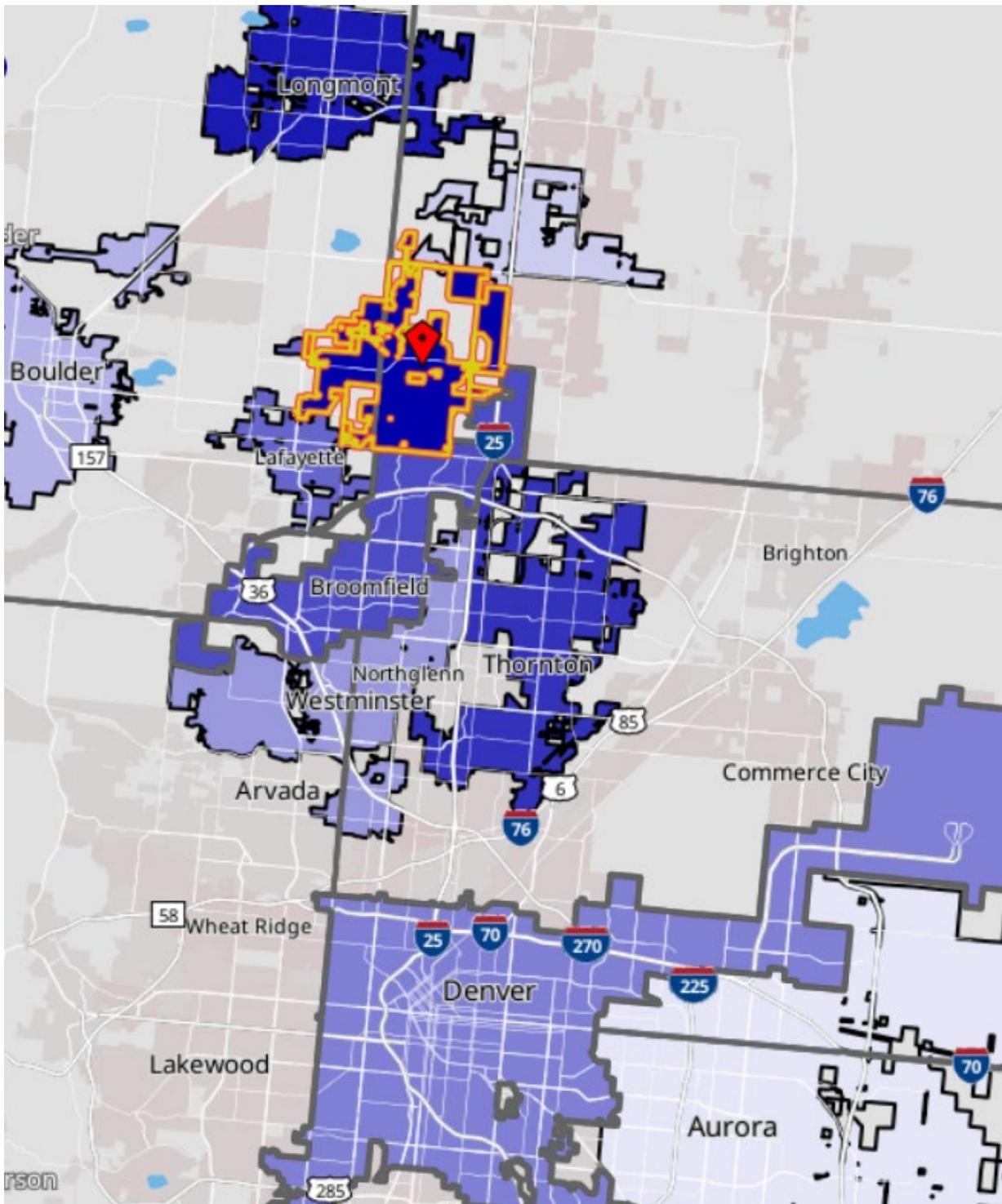
**Table 7: Erie Workers Home Distance**

Category	2020	
	Count	Share
Total All Jobs	3,388	100%
Less than 10 miles	1,656	49%
10-24 miles	1,087	32%
25-50 miles	476	14%
Greater than 50 miles	169	5%
Total All Jobs	3,388	100%

Source: LEHD (2020)



Figure 14: Where Erie Workers Live



Source: LEHD (2020)

## Local & Regional Destinations

**Figure 15** shows a map of the following key destinations in and near Erie:

- Important Public Facilities
- Middle & High Schools
- Grocery Stores
- Medical Facilities/Clinics

This map shows that the key destinations within Erie are concentrated around four general locations:

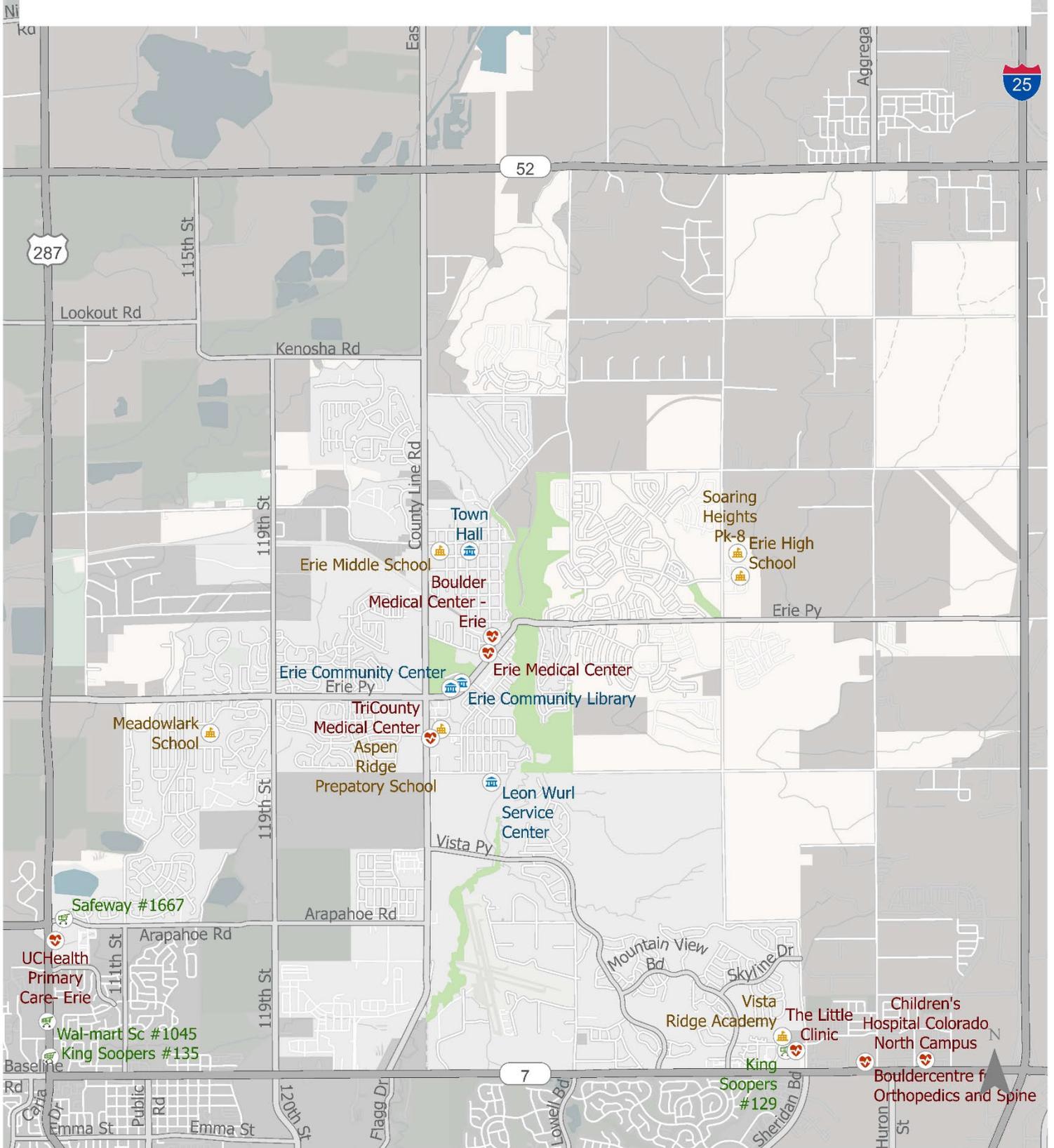
- **The Erie Community Center (central Erie)** – This area includes a mix of commercial and medical clinics, and a K-8 school, in addition to the main recreation center and community gathering place in town with many programmed events.
- **Old Town Erie (north/central Erie)** – This area includes numerous small businesses and shops in historic Erie as well as Town Hall and Erie Middle School.
- **Arapahoe Road Commercial Area (southwest Erie)** - This area includes a Safeway supermarket, Lowe’s improvement store, restaurants, a medical clinic, and several other businesses.
- **Vista Village Commercial Area (southeast Erie)** - The commercial area in the southwest corner of Erie along CO 7 includes a King Soopers supermarket, restaurants, banks, other businesses, and adjacent medical clinics in Broomfield.

Additionally, the commercial area along US 287 between Arapahoe Road and Baseline Road in Lafayette includes numerous commercial destinations, including Walmart, a King Soopers supermarket, a foodbank, and other services that are important local destinations for many Erie residents.

# Key Destinations in Erie

Figure 15. Key Destinations in Erie

-  Schools
-  Public Facilities
-  Grocery Stores
-  Medical Facilities



## StreetLight Data Analysis

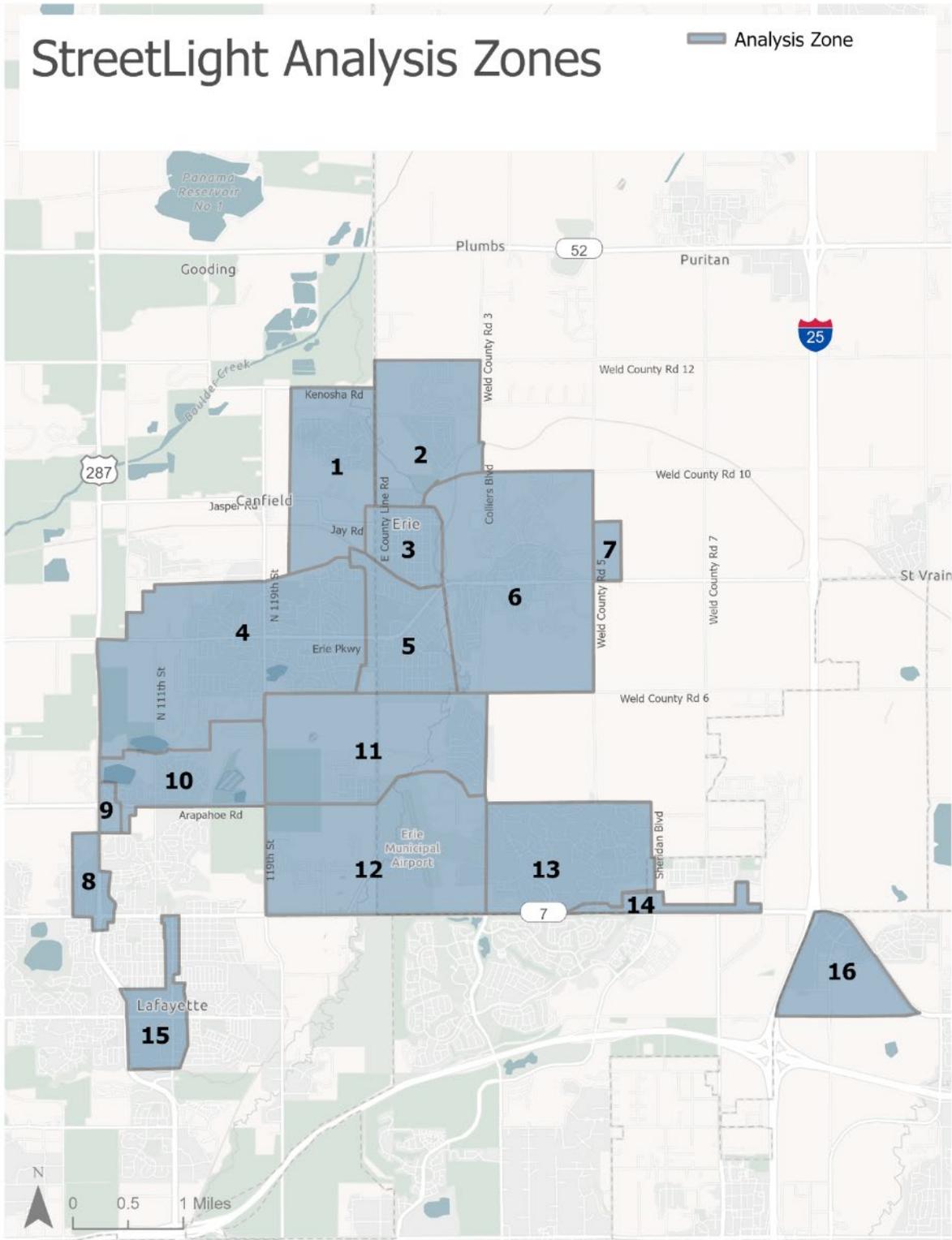
Origin-destination trip data for Erie and the surrounding area were collected using StreetLight Data. StreetLight Data is an on-demand mobility analytics platform and a “Big Data” provider that compiles origin-destination trip data from global positioning system (GPS) tracking technology provided through location-based services (LBS) data or connected vehicle data (CVD). CVD was collected for this analysis, which is data collected from vehicles equipped with advanced communication technology. The period for the vehicle trips was March 2023 through May 2023, and to capture peak flows and analysis at various times of the day and days of the week, data was collected for a typical weekday (Tuesday – Thursday), a typical weekend (Saturday – Sunday) on an hourly basis.

### Zones

Transportation zones are the building blocks for running analyses on the StreetLight platform. Zones can be used to analyze traffic that stops and starts within an area. To capture all the critical origin and destination spots in and around Erie, 16 zones were developed for this analysis. The zones developed for this analysis were based on the land use patterns, including separate zones for major commercial areas and recreational facilities, separate zones for the major transit stations and Park-n-Rides, and separate zones for residential zones separated by major roads. **Figure 16** shows a map of the zones analyzed and **Table 8** shows the zone descriptions, with numbers corresponding to the map. To understand certain questions of the analysis, specifically regional trips to or from Erie, an additional analysis with pre-set Traffic Analysis Zones (TAZs) geographies was run.



Figure 16: StreetLight Analysis Zones



**Table 8: StreetLight Analysis Zone Descriptions**

<b>Zone Name</b>	<b>Zone Number</b>
<i>Kenosha Farms/Erie Village/Lost Creek Farm</i>	1
<i>Northridge/Morgan Hill</i>	2
<i>Old Town Erie</i>	3
<i>Canyon Creek/Flatiron Meadows/W Erie Pkwy</i>	4
<i>Erie Community Park/Erie Commons</i>	5
<i>Grandview/Erie Highlands/Colliers Hill</i>	6
<i>Erie HS/Soaring Heights</i>	7
<i>Walmart/King Soopers/Hwy 287 Commercial</i>	8
<i>Safeway/Lowes/Hwy 287 and Arapahoe Commercial</i>	9
<i>Arapahoe Ridge/Nine Mile</i>	10
<i>Compass/Vista Pointe</i>	11
<i>Erie Airport/Parkdale</i>	12
<i>Vista Ridge</i>	13
<i>Baseline Rd Commercial and Children's Hospital</i>	14
<i>Lafayette Downtown/Commercial</i>	15
<i>Larkridge Commercial</i>	16

**Analysis Goals**

To best inform the study of the existing travel patterns and potential transit demand, the Streetlight analysis aimed to answer the following questions:

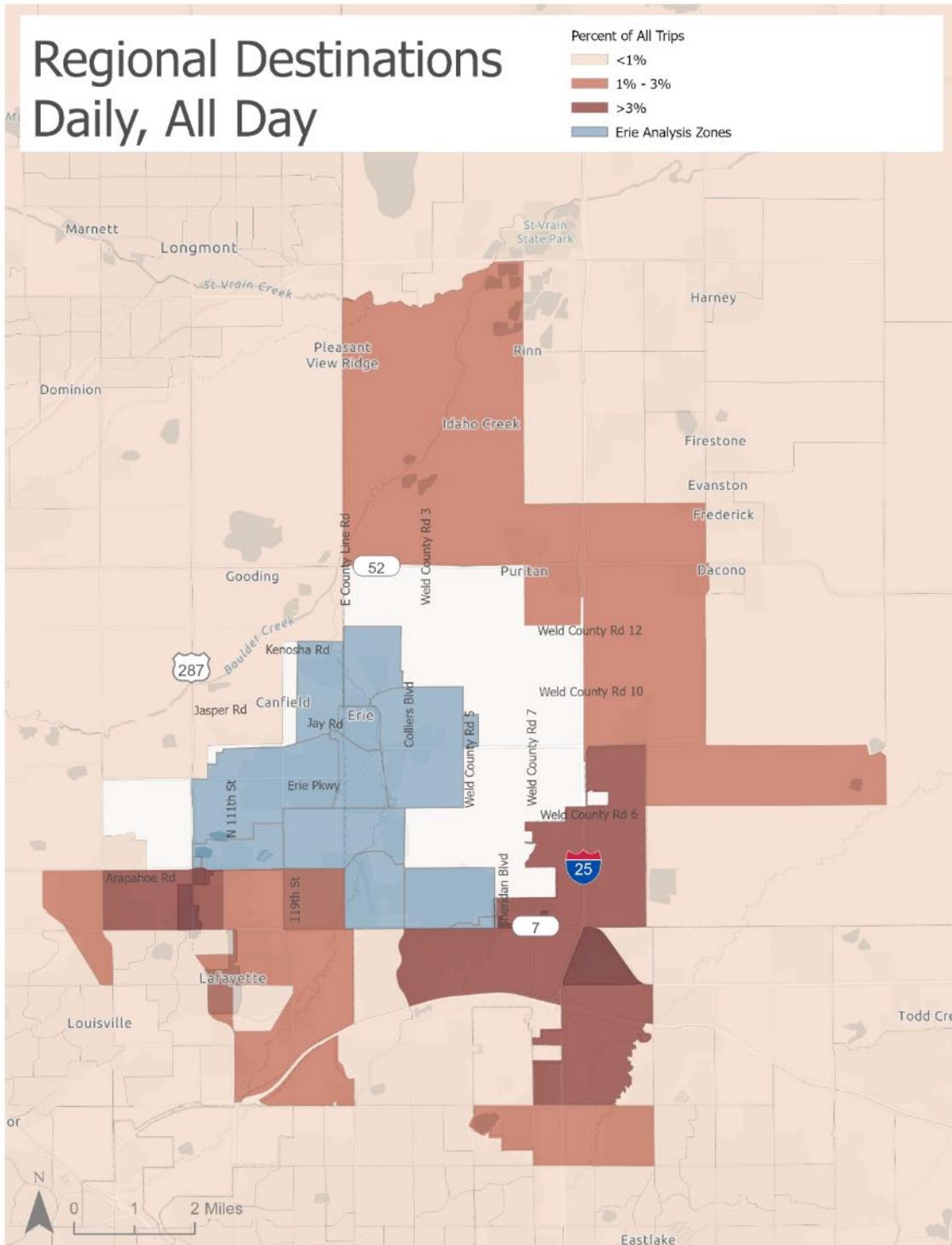
1. Where are Erie residents traveling within the region?
2. Where are the top trip pairings in and around Erie?
3. What are the top destinations in and around Erie?
4. What are the top destinations in and around Erie from select zones in Erie?
  - a. Vista Ridge
  - b. Arapahoe Ridge/Nine Mile
  - c. Old Town Erie



### *Regional Travel*

To understand where people are traveling outside of Erie, an origin-destination analysis with pre-set geographies was run. This is an analysis type where the origins are set as the custom zones within Erie, and the destinations are set as U.S Census Traffic Analysis Zone (TAZ) boundaries. **Figure 17** displays the average daily distribution of destinations from Erie on all days of the week at all hours between March and May 2023. Out of all trips destined to areas outside of Erie, the largest portion of trips are traveling to the three TAZs: the Larkridge shopping center in Thornton, the commercial area and Children’s Hospital surrounding Baseline Road, and the commercial areas in Lafayette and surrounding the intersection of Baseline Road (CO 7) and US 287. Identifying where trips are already being taken outside of Erie’s boundaries can help understand potential areas to which the potential Erie microtransit service could provide rides, or at least provide connections to regional transit headed in those directions.

Figure 17: Regional Destinations, All Day



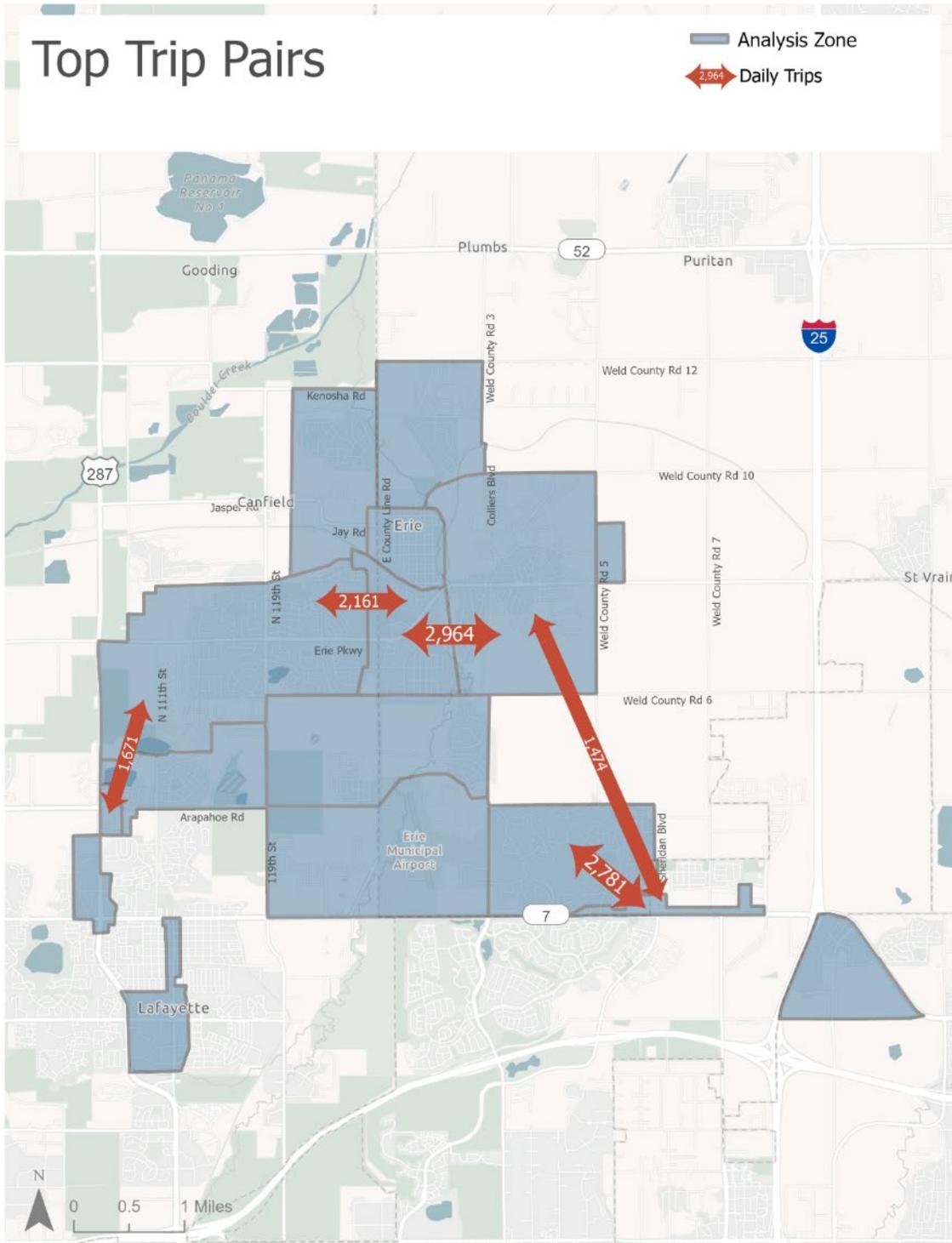
Source: StreetLight Data, Fehr & Peers



### *Top Trip Pairs within Erie*

**Figure 18** displays the top trip pairings within Erie and select areas near Erie. The trip pairs with the largest share of trips are between the Grandview/Erie Highland/Colliers Hill analysis zone and the Erie Community Park/Erie Commons analysis zone (2,964 daily trips), as well as between the Vista Ridge analysis zone and the Baseline Rd Commercial and Childrens Hospital analysis zone (2,781 daily trips). Both trip pairs are between analysis zones that are respectively adjacent to one another, which means that the top trip pairs are between origins and destinations that are near one another. The map displays trip pairs for all days, and when comparing weekday trips to weekend trips, there are not many differences in the patterns; the most notable pattern in the distinction between day types is that trips to/from commercial centers are more prevalent trip pairs on the weekends than on weekdays. Moreover, for all travel within Erie on all days and all hours of the study period, 66% of the trips have a travel time of zero to ten minutes, and 32% of the trips have a travel time of ten to twenty minutes. In addition, 78% of trips have a trip length of less than five miles, with 38% of the trips making a journey of less than two miles.

Figure 18: Top Trip Pairs within Erie (Daily Trips)

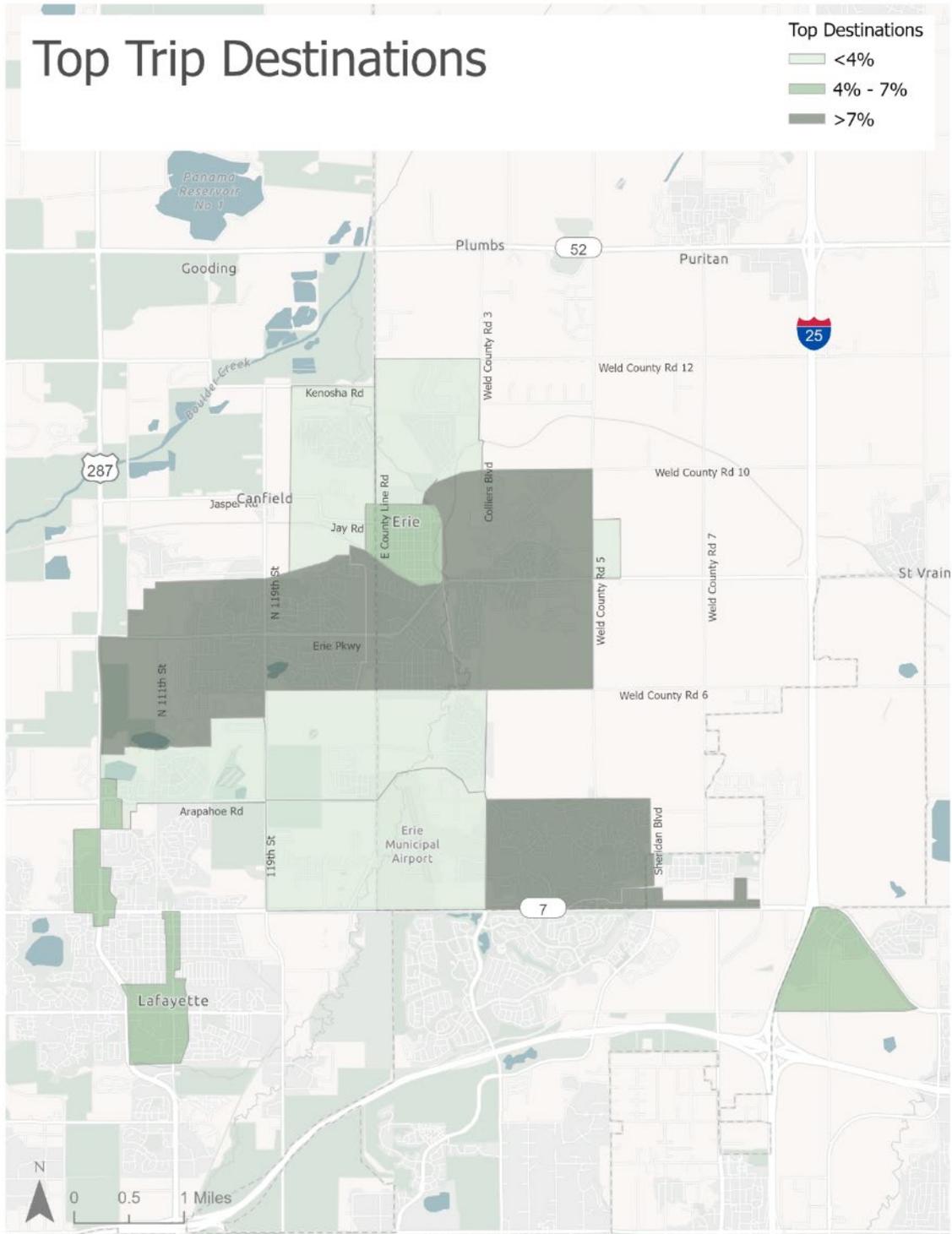


Source: StreetLight Data, Fehr & Peers

### *Top Destinations within Erie*

The top destinations within and around Erie for trips that begin in and around Erie on an average day during the study period are displayed in **Figure 19**. These are locations where the greatest portion of vehicle trips end. The top five destinations in and around Erie include the Erie Community Park/Erie Commons zone, the Grandview/Erie Highlands/Colliers Hill zone, the Canyon Creek/Erie Highlands/W Erie Pkwy zone, Vista Ridge, and Baseline Road Commercial/Children’s Hospital. Geographically, these top destinations are mostly located along Erie Parkway, and in the Southeast portion of Erie.

Figure 19: What are the top destinations in and around Erie? (March-May 2023, Daily, All Day)

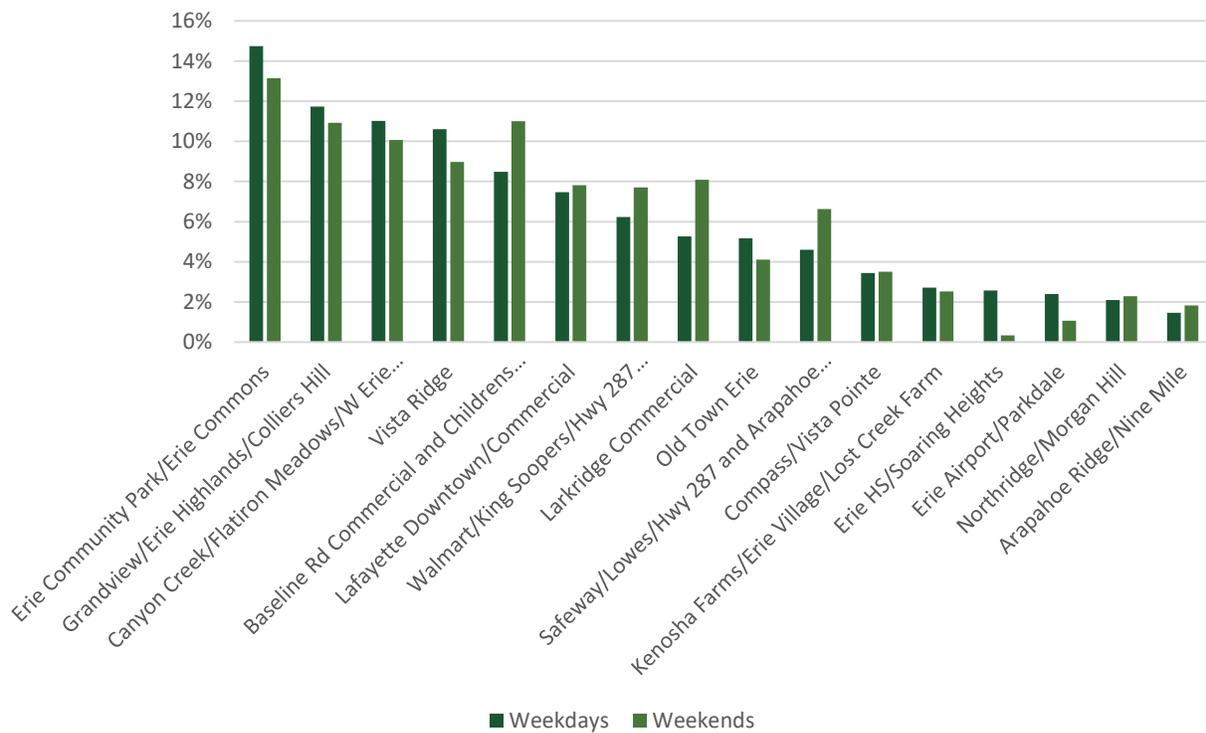


Source: StreetLight Data, Fehr & Peers



Travel patterns vary slightly depending on the day of the week, as seen in **Figure 20**. Although the top three destinations for trips within Erie are the same as in the previous figure, the portion of trips to these destinations is smaller on weekends than on weekdays. However, a larger portion of trips are destined for commercial destinations on weekends, which is consistent with the top trip pairings previously discussed. The commercial zones to which a noticeably higher portion of trips are destined on the weekends than on weekdays include the following: Baseline Rd Commercial and Children Hospital; Larkridge Commercial; Safeway/Lowes/Hwy 287 and Arapahoe Commercial. Further, the analysis distinguished that the largest portion of trips to commercial destinations on weekdays happens during the middle of the day (10 AM to 3 PM), while residential destinations are more prominent during the evening hours.

Figure 20: What are the top destinations in and around Erie? (March-May 2023)



Source: StreetLight Data, Fehr & Peers

### *Top Destination within Erie from Select Zones*

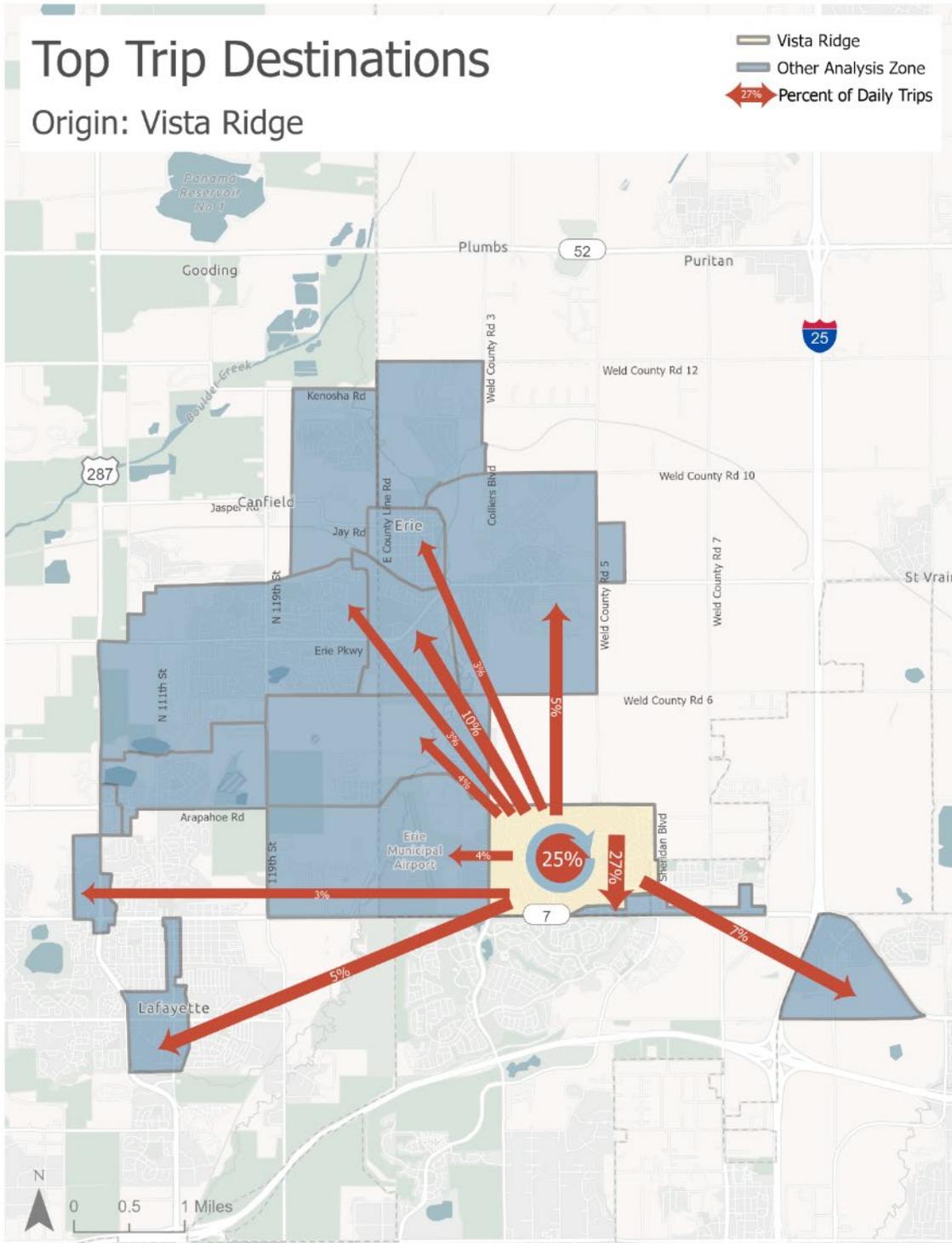
Understanding the destinations of trips from a given neighborhood in Erie can help identify potential travel markets and transit demand. For this analysis, three representative areas of Erie were selected to understand common destinations from these neighborhoods, including Vista Ridge, Arapahoe Ridge/Nine Mile, and Old Town Erie.

#### Vista Ridge

**Figure 21** displays the top local destinations within and around Erie (thus, excluding regional destinations) for trips originating from the Vista Ridge zone. The map displays the trip patterns that makeup 3% or more of all daily trips originating in Vista Ridge. The top destination is internal, within the Vista Ridge Zone. The zone does include an elementary school, a community center, and a golf course. The next most common destination is the commercial zone directly near Vista Ridge, the Baseline Rd Commercial and Children Hospital zone. The next largest portion of trips are to the Erie Community Park and Larkridge Commercial area.

On weekends the largest portion of trips from Vista Ridge (35%) are headed to the nearby Baseline Rd Commercial and Children's Hospital zone. Similar to the Town-wide travel patterns, the portion of trips headed to other commercial areas in general is higher on weekends than on weekdays.

Figure 21: What are the top destinations from Vista Ridge? (March-May 2023, Daily, All Day)



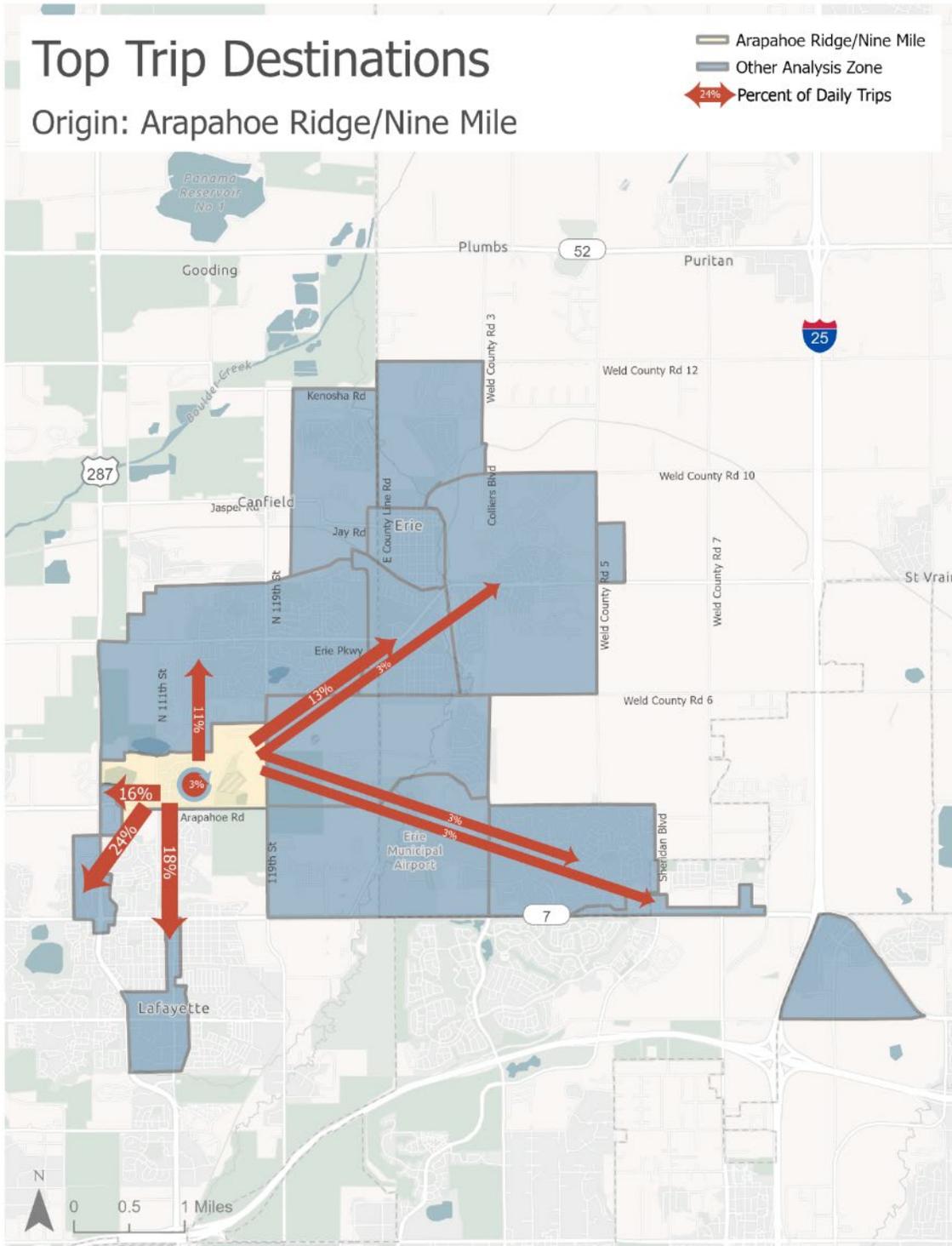
Source: StreetLight Data, Fehr & Peers

## Arapahoe Ridge/Nine Mile

**Figure 22** displays the top local destinations for trips originating from the Arapahoe Ridge/Nine Mile zone, displaying trip patterns that makeup 3% or more of all daily trips originating from that zone. The largest portion of local trips from this origin travel to the Walmart/King Soopers/Hwy 287 and Arapahoe Commercial zone (24%), followed by trips to the Lafayette Downtown/Commercial zone (18%). The third top destination is the Safeway/Hwy 287 and Arapahoe Zone zone, which has a large portion of trips on weekends. The Erie Community Park/Erie Commons zone and Canyon Creek/Flatiron Meadows/W Erie Pkwy zone are also common destinations.



Figure 22: What are the top destinations from Arapahoe Ridge/Nine Mile? (March-May 2023, Daily, All Day)



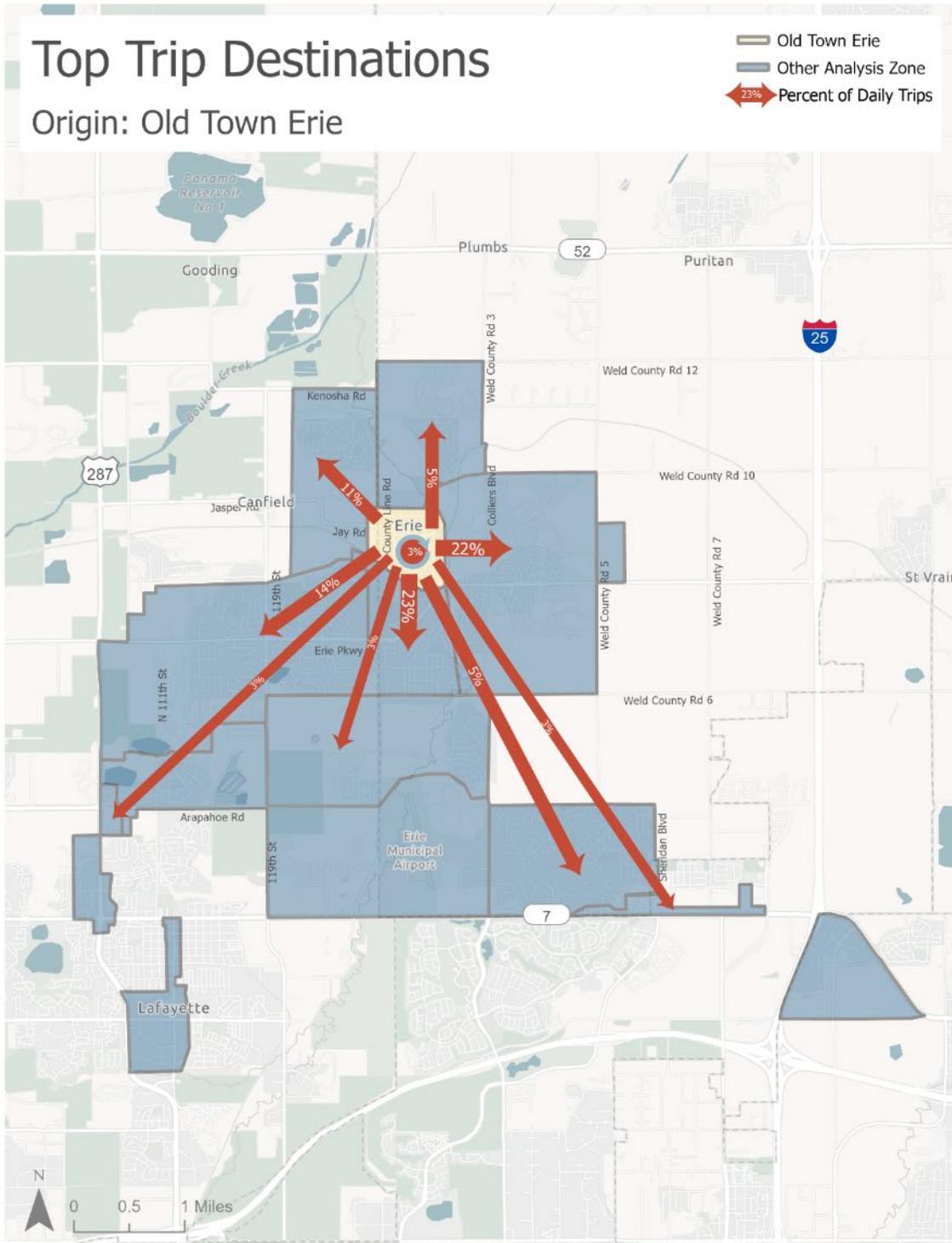
Source: StreetLight Data, Fehr & Peers

## Old Town Erie

**Figure 23** displays the top local destinations for trips originating from Old Town Erie, which include the Erie Community Park/Erie Commons zone (23%) and the Grandview/Erie Highlands/Colliers Hill zone (22%), followed by the Canyon Creek/Flatiron Meadows/W Erie Pkwy zone (14%). For trips originating from the Old Town Erie zone, the pattern between the weekdays and the weekends is similar, without any notable differences in travel patterns.



Figure 23: What are the top destinations from Old Town Erie? (March-May 2023, Daily, All Day)



Source: StreetLight Data, Fehr & Peers

## Key Takeaways

The key takeaways for the travel pattern analysis can be summarized by the following:

- 95% of employed Erie residents work outside of Erie, nearly a third of which work in Denver and Boulder.
- 81% of people who work in Erie commute from outside of Town, and about 50% of those commuters live within 10 miles of Erie, mostly in Thornton and Longmont
- Out of all trips originating in Erie and destined to areas outside of Erie, the largest portion of trips are traveling to the Larkridge shopping center in Thornton, the Vista Ridge commercial area and Children’s Hospital surrounding Baseline Road, and the commercial area around US 287 and Baseline Road in Lafayette.
- The top trip pairs within Erie are between nearby areas; in fact, most trips travel for less than twenty minutes and travel less than five miles.
- The top three destinations in and around Erie are mostly located along Erie Parkway, and in the Southeast portion of Erie, including the Erie Community Park/Erie Commons zone, the Grandview/Erie Highlands/Colliers Hill zone, and the Canyon Creek/Erie Highlands/W Erie Pkwy zone.
- For trips originating in the Vista Ridge neighborhood, the top destinations include destinations within the Vista Ridge neighborhood and the nearby commercial area on CO 7..
- For trips originating in the Arapahoe Ridge and Nine Mile neighborhoods, the top destinations are the commercial areas along US 287 and in downtown Lafayette.
- For trips originating in Old Town Erie, the neighborhoods along Erie parkway are the top destinations.
- The commercial areas around Erie, including along US 287 in Lafayette, CO 7 in Broomfield, and downtown Lafayette are all important destinations for people in Erie, but there does not appear to be one location that is more prevalent than the other.



# 6. Community Input

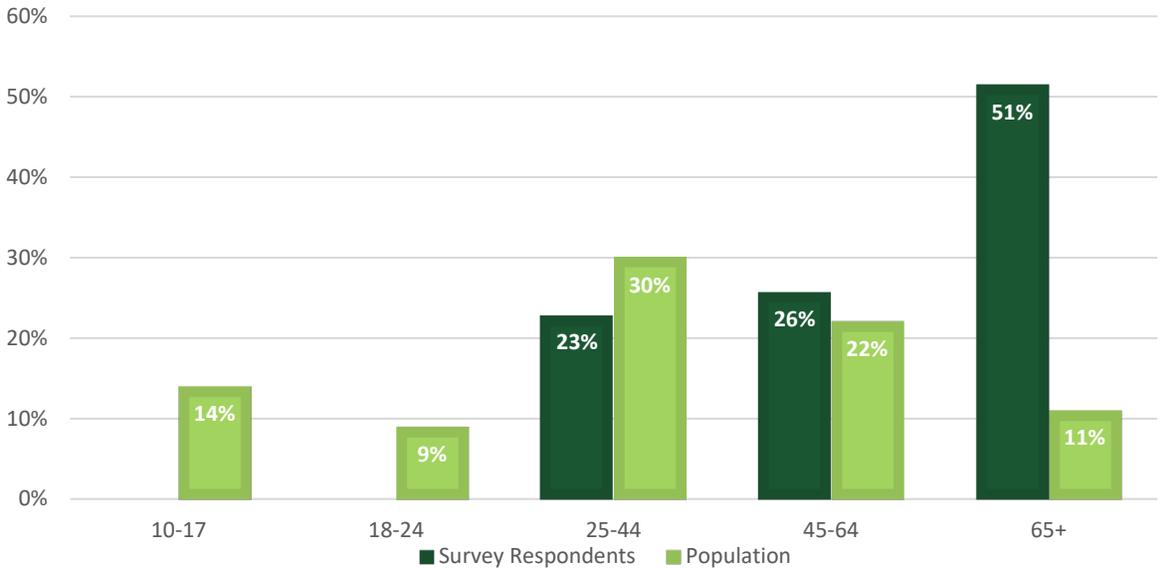
## Community Survey

An online community survey in both English and Spanish was open from October to December 2023, and received 35 responses, all were taken in English. The following sections summarize the survey responses.

### General Demographic Questions

Most respondents (97%) live in Erie neighborhoods, but only 11% work in Erie. Half (51%) of the respondents were 65 years of age or older, which is five times the percent of the Town population of that age group. 25% of respondents were 45-64 years of age, and the rest, 23%, were 35-44 years of age. It should be noted that the young adult and adolescent groups, which accounts for 23% of the population, did not complete the survey, including no one under the age of 35.

Figure 24: Age of Survey Respondents Compared to Population



Source: Erie Community Survey and American Community Survey, 5-Year Estimates (2021)

About 19% of the respondents indicated that their annual household income is less than \$50,000, and 50% have an income over \$100,000 annually. In general, survey respondents disproportionately represented households with middle-incomes compared to the population of Erie in which over 50% of households have incomes over \$150,000 annually.

Figure 25: Annual Income of Survey Respondents Compared to Population

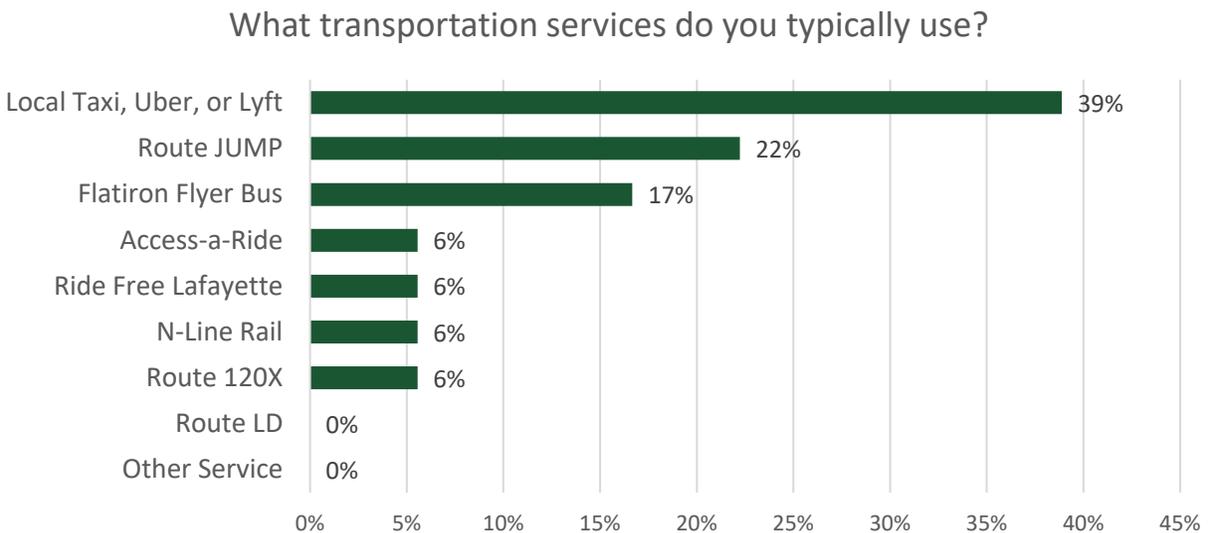


Source: Erie Community Survey and American Community Survey, 5-Year Estimates (2022)

### Travel Behavior Questions

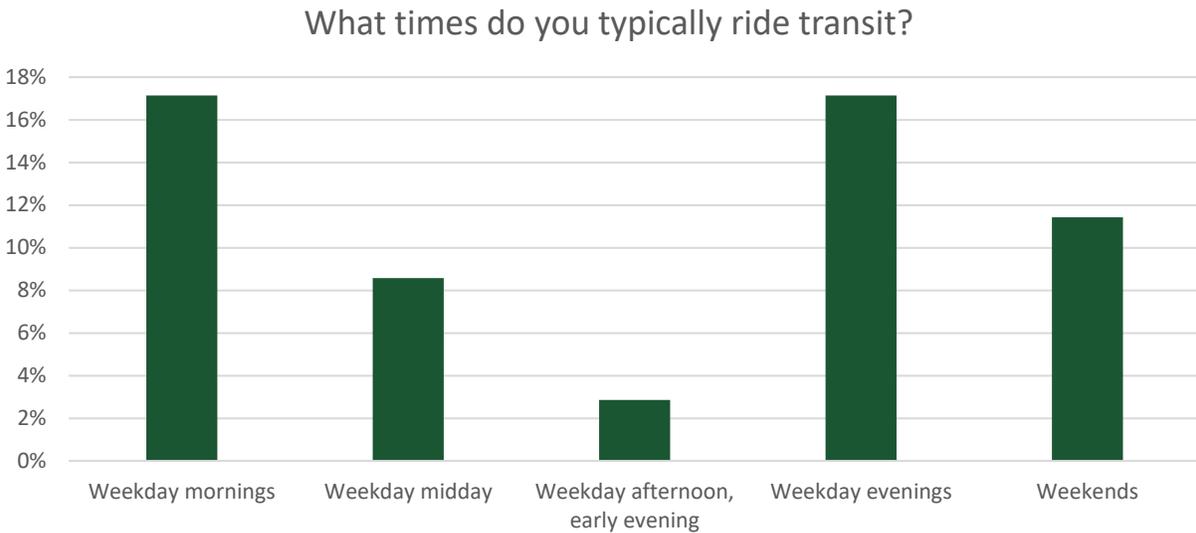
More than 90% of the respondents have consistent and regular access to a vehicle, and 63% indicated they do not use public transportation to get around. Out of the 37% who use public transportation services, Local Taxi, Uber, and Lyft are the most popular services (37%), followed by RTD route JUMP (22%), and RTD Flatiron Flyer (17%).

Figure 26: Survey Respondents Use of Existing Transportation Services (of the 37% that use transit/transportation services)



Weekday mornings and weekday evenings were the most popular time to ride transit as shown in **Figure 27**.

*Figure 27: Survey Respondents' Existing Transit Use by Time*



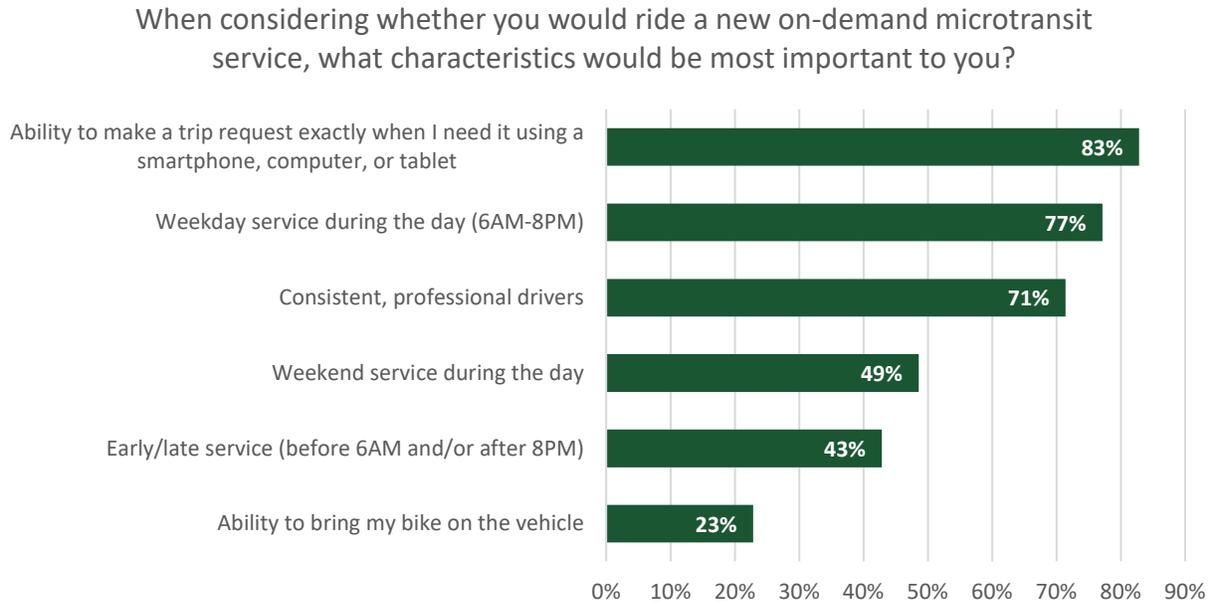
### **Household Members in Need of Mobility Options Identified in the Survey**

Twenty one percent of respondents indicated they have a personal mobility challenge that impacts their ability to get around and 38% of respondents indicated they have household members in need of mobility options. Ten percent provided comments that they would like microtransit to serve their adolescent household members.

### **Questions Regarding Potential Microtransit Service**

In the survey, respondents were asked to provide the most important characteristics they are considering when riding a new on-demand microtransit service (**Figure 28**). Out of six features proposed in the survey, the most desired one was the ability to make trip requests using a smartphone, computer, or tablet at the time it is needed. Most respondents also showed interest in weekday service during the day and sought consistent, professional drivers.

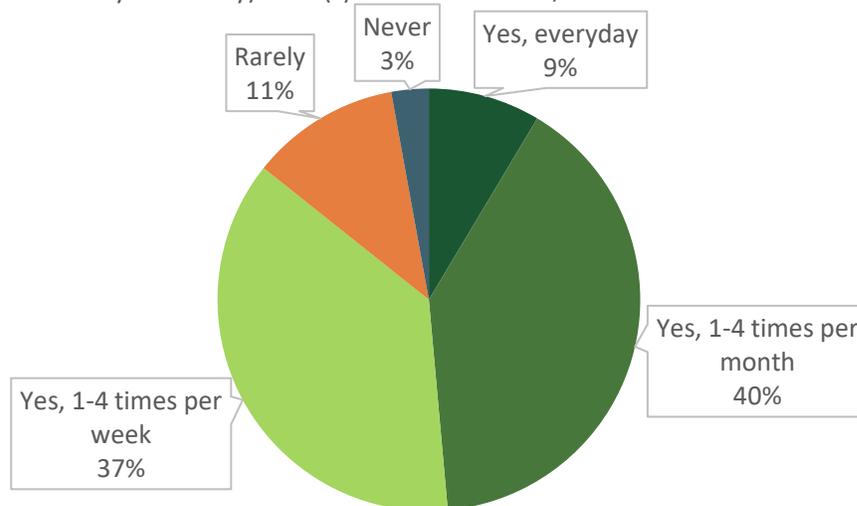
Figure 28: Most Important Service Characteristics Identified by Survey Respondents



When asked whether and how often they would use a microtransit service, 9% indicated they would use it every day, 37% indicated 1-4 times a week, and 40% indicated 1-4 times a month (**Figure 29**).

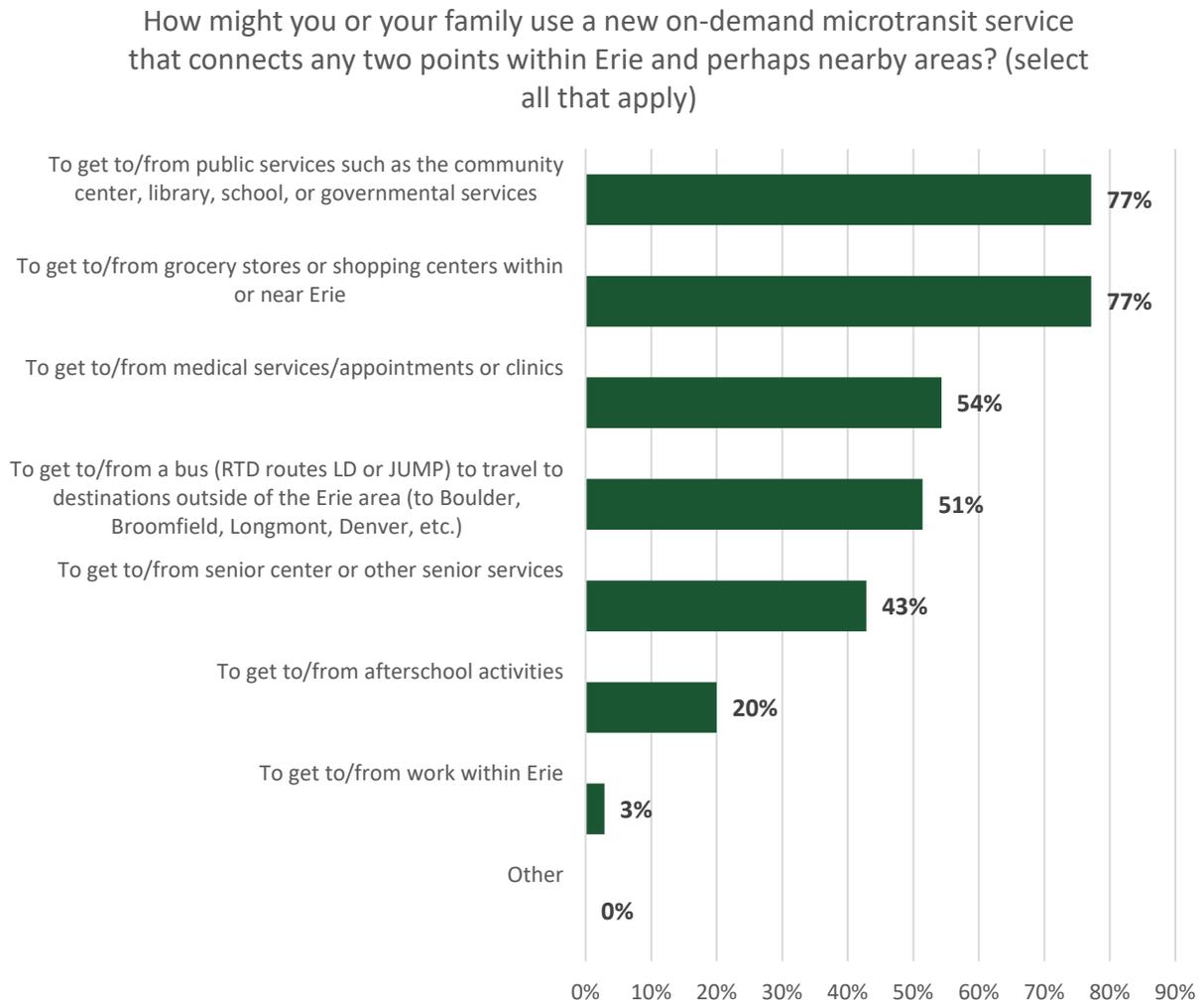
Figure 29: Potential Frequency of New Microtransit Service Usage

If a new on-demand microtransit service had many of the characteristics most important to you or someone in your family and went where you (or someone in your family) need(s) to when needed, would...



Survey respondents were also asked to indicate their trip purposes when using the proposed service (**Figure 30**). Both public service facilities such as Erie Community Center and the grocery stores near Erie are the most popular destinations with 77% votes. There is also a high interest in going to medical services (54%) and connecting to the RTD bus (51%).

*Figure 30: Trip Purposes Identified by Survey Respondents*



## Intercept Events

Three intercept events were held to promote the study in Erie Community Center during the week of November 13, 2023:

- Active Adults Coffee, Erie Community Center, November 14, 8 AM - 10 AM
- Erie Community Center, Front Lobby, November 15, 4 PM – 6PM
- Active Adults Weekly Lunch, Erie Community Center, November 16, 11 AM – 1 PM

Two of the events focused on older adults, and one was intended to solicit input from younger residents of Erie after school.

Common themes gathered from these intercept events include:

- Most participants own at least one car in their household and indicated they prefer to drive to where they need to go.
- Some participants indicated they know someone in their community who needs mobility options.
- Many participants were interested in service to Denver International Airport.

Additionally, the participants at the intercept event were also asked to provide input on where they live and where they regularly travel to, within or near Erie boundaries. These comments were then combined with the survey results to generate maps of desired pick-up locations (**Figure 31**) and drop-off locations (**Figure 32**).

**Figure 31** shows that pick-up locations are scattered across most of the Town with only the southeast portion of Erie showing a lower concentration than most of the rest of the Town. **Figure 32** shows a higher concentration of drop-off demand at handful of locations in and near Erie, including the Erie Community Center area, the commercial area around Safeway, Old Town, and Vista Ridge commercial area/King Soopers. **Table 9** shows the top six most desired destinations.

**Table 9: Top Destinations Identified by Survey Respondents**

Location	Respondents
<i>Erie Community Center, Park, &amp; Library</i>	49
<i>Safeway/ Nine Mile Commercial/ UC Health</i>	25
<i>Old Town</i>	18
<i>Vista Ridge Commercial &amp; King Soopers</i>	15
<i>Walmart</i>	6
<i>Boulder Medical Center - Erie</i>	6



Figure 31: Desired Pick-up Locations by Survey Respondents and Intercept Event Participants

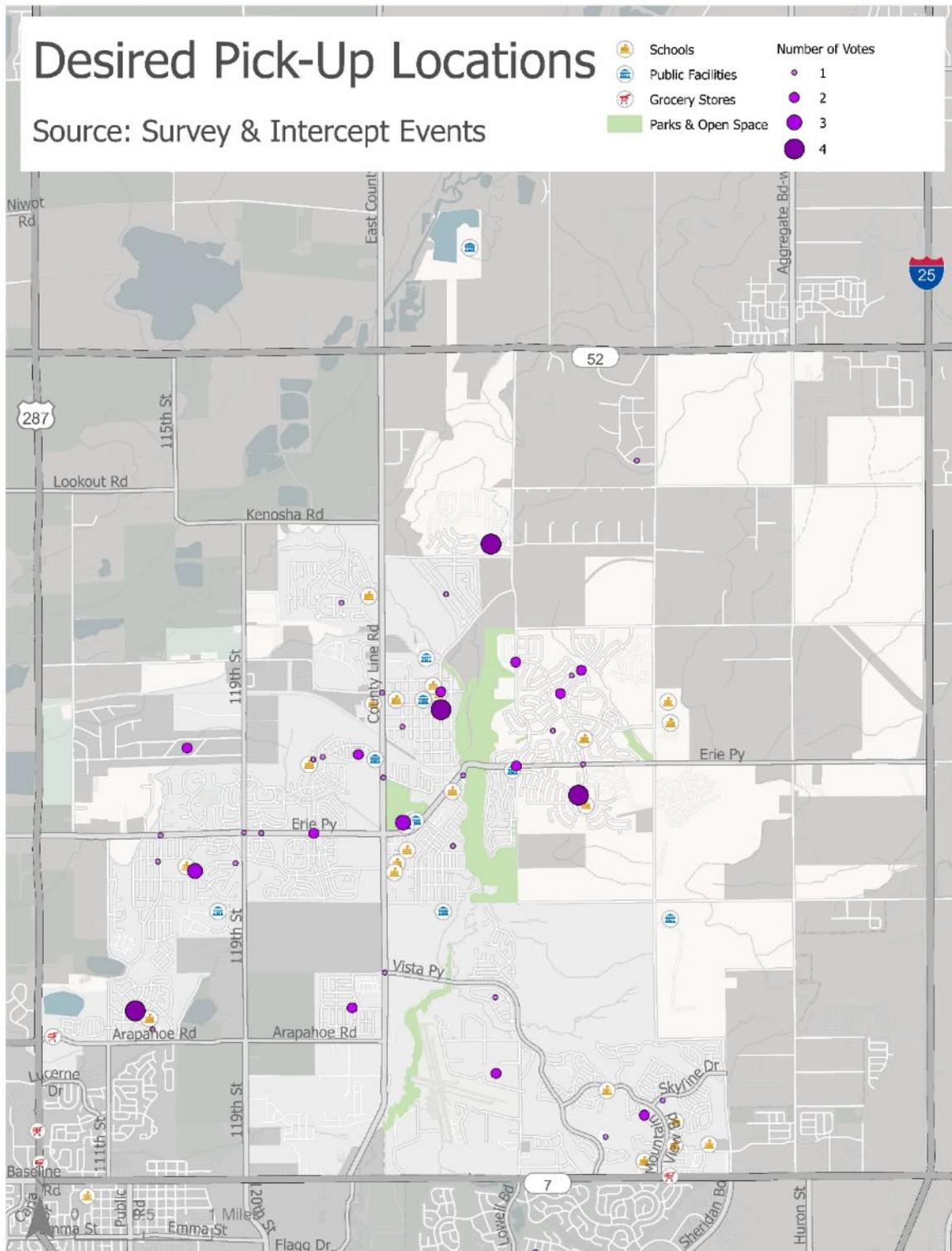
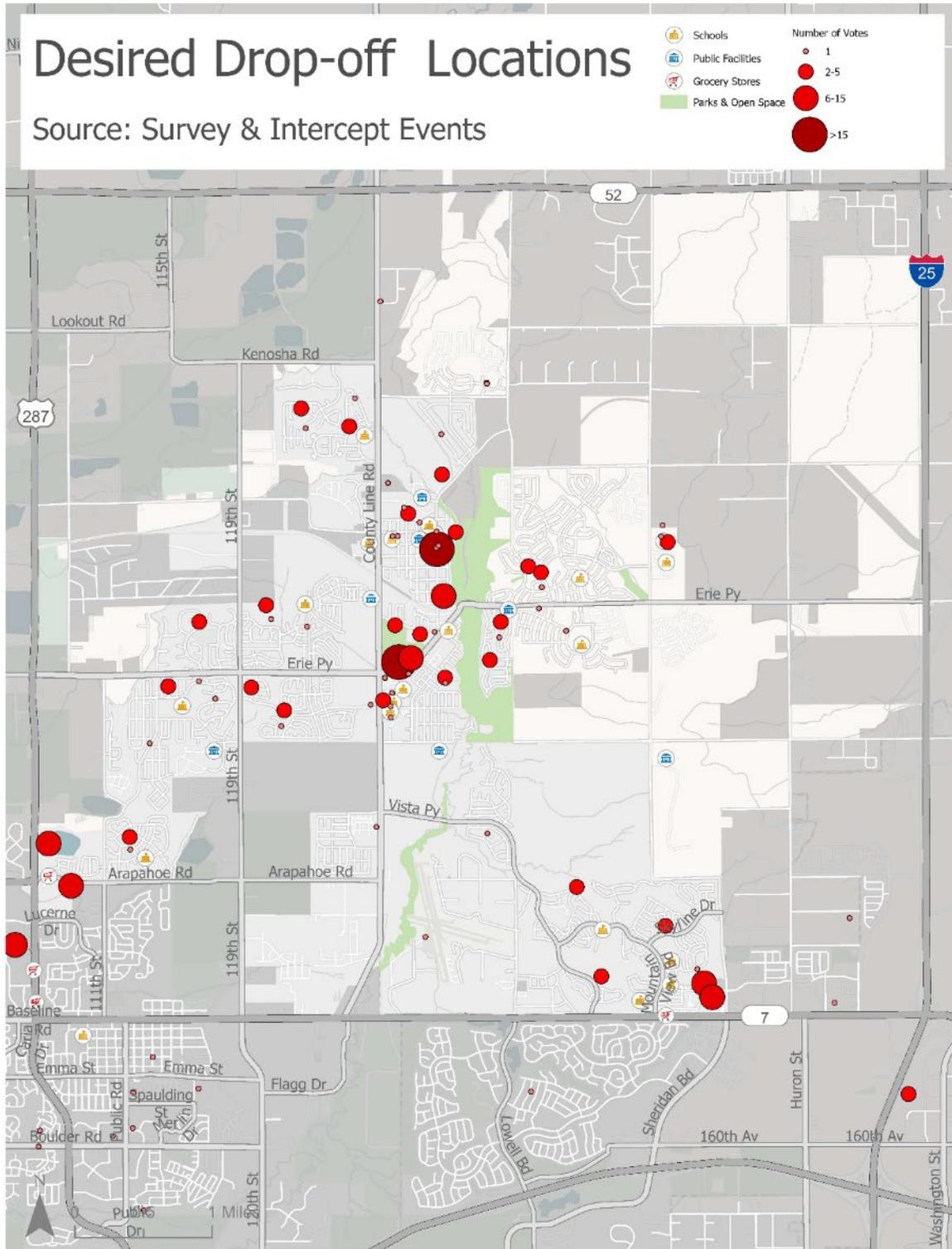


Figure 32: Desired Drop-off Locations by Survey Respondents and Intercept Event Participants



## Focus Group

A focus group was held on January 8, 2024, attended by four Erie residents to solicit input on transportation needs and opportunities within or near Erie. The survey results and the initial maps of desired pick-up and drop-off locations were presented to the group. Comments received through the focus group meeting included:

- Connecting proposed service with RTD routes, especially route JUMP.
- Potentially expand the service further to RTD Park-n-Rides for those who need to travel regionally.
- Service to medical center outside of Erie for families with kids and senior adults.
- There is a need to identify safe drop-off locations for commercial areas around US 287. The road has a high-speed limit while lacking pedestrian facilities.
- It is crucial to make the service very accessible and convenient to use, but most importantly to reach those who need it.

# 7. Transit Needs & Travel Market Identification

The existing conditions analysis demonstrated that most of Erie for most of the day does not have convenient access to public transit service. The travel pattern analysis, demographic analysis, and input received from the community all showed demand for better transit service in Erie, particularly among demographic groups that have limited access to a private vehicle. This chapter of the report identifies the top transit travel markets within Erie and trip purposes that are important to consider when designing a new on-demand service.

## Identification of Potential Traveler Markets

Primary traveler markets (groups with common demographic characteristics) are important to identify to inform the service alternatives, final service plan, and associated marketing strategies. Through our analysis, community survey, and focus group we have identified the following traveler markets.

### *Individuals and Families with Lower Incomes*

Census data showed that about 2% of households in Erie are below the poverty line and about 10% of Erie residents have low incomes as defined by the U.S. Department of Housing and Urban Development. A low-cost, reliable on-demand service that connects low-income families and individuals with shopping options, local services, and jobs could be an important mobility option for these riders.

### *People with Limited Access to a Vehicle*

About 19% percent of households in Erie have one or fewer vehicles, including 2% with no vehicle. In households with one vehicle there are often members of the household that have limited mobility options if one person in the household needs the vehicle. By expanding transit options and connections, a new on-demand shuttle could improve mobility for those who would otherwise have a difficult time accessing the places that they need to go.

### *Older Adults*

People aged 65 and over make up 11% of the Erie's population. Older adults may be more interested in a new service that picks and drops off closer to where they need to go, but they may also be hesitant to change their travel behavior as this service will require education and public outreach.



### *Young Users and After School Trips*

About 14% of Erie residents are between 10 and 17 years old. Many of these riders do not have a driver's license or access to a vehicle and may be a market for increased ridership, but often need transportation from school to a job or afterschool activity and then home. These young users may be more open to app-based on-demand services than other user groups. Erie High School, Erie Middle School, Aspen Ridge Prep School, and Erie Community Center are likely to be common origins and destinations for this user group. Based on peer communities and the demographic make-up of Erie this is likely to be a high user group of an on-demand transit service within the Town.

### *People with Limited Mobility or Mobility Assistant Devices*

About 3% of Erie residents have a disability, and those community members often have mobility needs. Over 20% of survey respondents indicated a personal mobility challenge. There is an opportunity to provide a more convenient option using an on-demand solution, especially for those residents who do not meet eligibility requirements for paratransit but may not be able to use existing bus services easily.

### *Transit Commuters*

95% of employed Erie residents work outside of Erie, many in Boulder and Denver. Additionally, over 80% of employees who work in Erie commute from outside of the city. Given most Erie residents do not have convenient access to an RTD route and many people travel to Boulder, a potential travel market will be connecting residents (and visitors) to one of RTD's fixed-route services, in particular the JUMP, LD, and 225.

## **Top Target Trip Purposes**

Of the potential likely travel markets identified, the top target markets for a new community transit solution are:

1. People who need to travel to grocery stores, especially for populations with limited or no access to personal vehicles. 77% of survey respondents said they would use the service for this purpose. Desired destinations include the Safeway, Walmart, King Soopers, and Sister Carmen Food Bank on US 287 as well as King Soopers on CO 7 & Sheridan Parkway.
2. People who need to travel within Erie, particularly to the Community Center and Old Town, but currently experience challenges doing so because of mobility challenges or limited access to a personal vehicle. 77% of survey respondents said they would use the service for this purpose and the Community Center was listed by far as the top destination by the community.
3. People who want to get to medical appointments. 51% of survey respondents said they would use the service for this purpose. There are several medical clinics or dentist offices near the Community Center, in the Nine Mile commercial area at Arapahoe Road and US 287, and adjacent the Vista Ridge commercial development along CO 7..

4. Youth to/from between school and after-school activities or jobs. This is one of the top travel markets in the afternoon for the current Denver Connector service and given the high percentage of the youth population in Erie it is also likely to be a high-demand travel purpose in Erie. A highly anticipated destination is between the high school or middle school and the Community Center.
5. People connecting to RTD. While likely a smaller travel market than the top four, given that most of Erie is not well connected to RTD a new community transit service should be planned to allow folks in Erie to more conveniently connect into the RTD network bridging the first/final mile gap for longer regional trips to Boulder, Denver, Lafayette, and other communities.



# 8. Alternatives Analysis

## Identification of Key Service Characteristics

Potential service alternatives were informed by community input, destinations, travel patterns, and travel markets. The community identified the following desirable attributes of a community transit service:

- Ability to make a trip request exactly when I need it using a smartphone, computer, or tablet.
- Weekday service during the day (6 AM-8 PM).
- Consistent, professional drivers.
- Weekend service during the day.
- There is a need to travel outside of Erie to access commercial and medical services.

## Key Destinations Identified by the Community

- Public facilities:
  - Erie Community Center
  - Erie Community Library
  - Old Town / Erie Downtown
- Middle and high schools:
  - Erie Middle School
  - Erie High School
  - Vista Ridge Academy
- Grocery stores or shopping centers near Erie:
  - Nine Mile Commercial Center
  - Groceries Stores around US-287 (King Soopers, Safeway, and Walmart)
  - King Soopers on CO-7
- Medical services/appointments or clinics
  - Boulder Medical Center - Erie
  - UC Health – Erie
  - Children’s Hospital Colorado North Campus
  - Good Samaritans Medical Center
- Connection to RTD bus:
  - Bus routes on Baseline Rd and Arapahoe Road
  - Lafayette PnR

## Service Alternatives Description

Three service areas were analyzed as potential alternatives for a started on-demand microtransit service in Erie.

1. **Alternative I: Erie and US 287 Commercial Area - Figure 33** displays the map of Service Alternative I. This alternative provides for an on-demand microtransit service from any pick-up point to any drop-off point within the zone that covers most of the developed portion of the town, commercial nodes along US 287 in Lafayette, and Children’s Hospital Colorado North Campus on CO 7 in Broomfield. Connections to RTD bus stops on Arapahoe Road, Baseline Road, and US-287 would also be provided.
2. **Alternatives II: Alternative I + Lafayette Park-n-Ride - Figure 34** displays the map of Alternative II that provides on-demand microtransit service within the same area at Alternative I plus the Lafayette Park-n-Ride to provide connections to regional transit service.
3. **Alternatives III: Alternative II + Good Samaritan Medical Center - Figure 35** displays the map of Alternative III that provides on-demand microtransit service within the same area at Alternative II, plus the Good Samaritan Medical Center in south Lafayette which would provide a convenient connection to an important regional hospital.

## Alternatives Analysis

### Service Characteristics

**Table 10** summarizes the differences between the three alternatives in several different metrics, including zone area, average trip distance, average trip time, and estimated vehicles required to serve the area meeting the trip response time goals. Average trip distance and time were based on a sampling of potential trips with each zone. Estimated vehicles are based on fulfilling those trips given with the 30-minute response time desired.

**Table 10: Service Characteristics of Alternatives**

Service Characteristic	Alternative I	Alternative II	Alternative III
<b>Zone Size (sq. mi.)</b>	16.9	16.9	17
<b>Average Trip Mileage</b>	4.3	4.5	4.7
<b>Average Trip Duration (mins.)</b>	9.5	9.9	10.3
<b>Estimated Starter Vehicles Required</b>	2	2-3	3 (or more)

**Table 10** shows that while the zone area is similar across all three alternatives, the average trip time and duration increase with each alternative with the introduction of outlying zones in Lafayette to serve the Lafayette Park-n-Ride in Alternative II and both the Lafayette Park-n-Ride and Good Samaritan Hospital in Alternative III. These locations would have average trip times of 13.3 minutes and 16.1 minutes respectively from common locations within Erie which would necessitate the need for additional vehicles largely dedicated to serving these external zones.



Figure 33: Service Alternative I Map

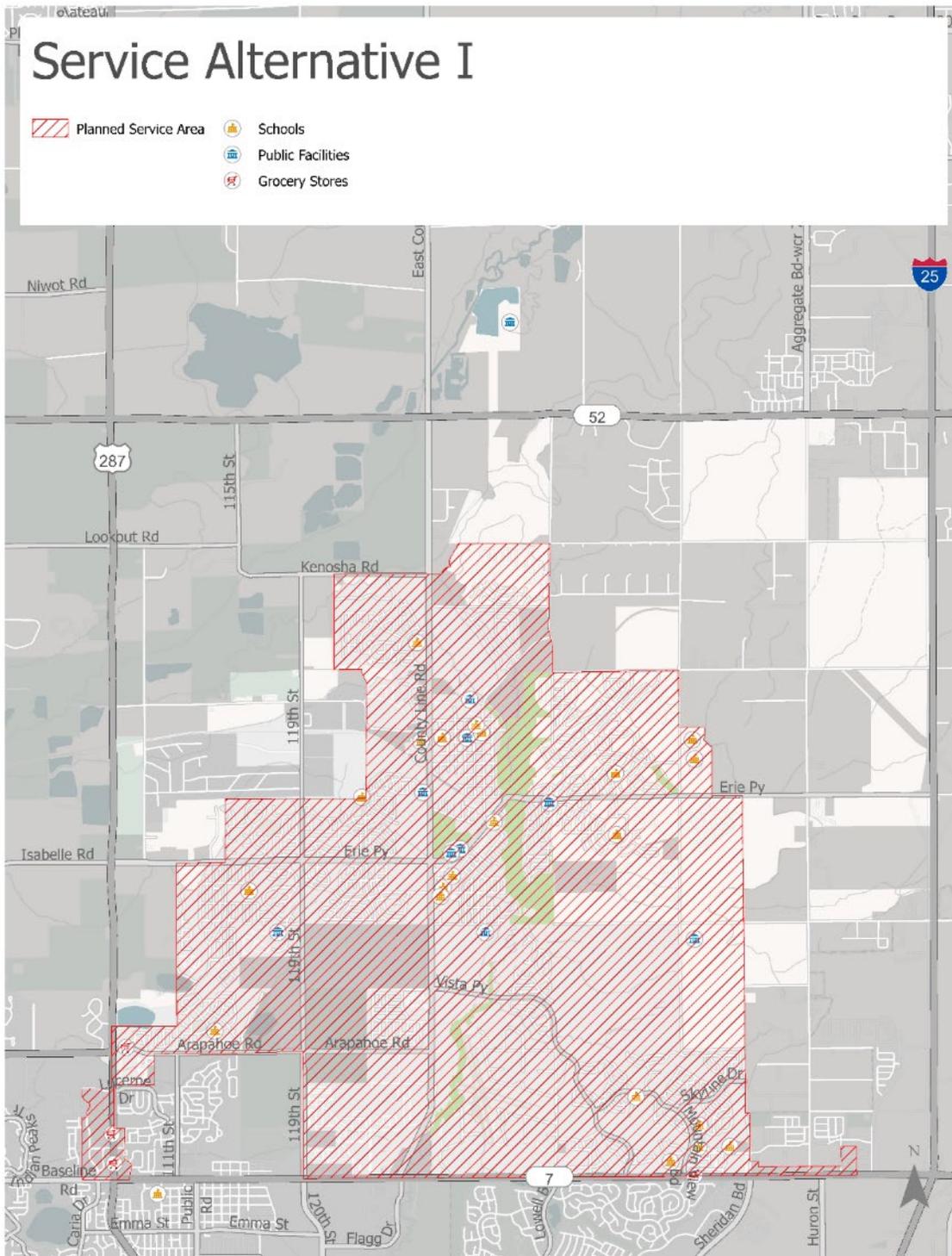
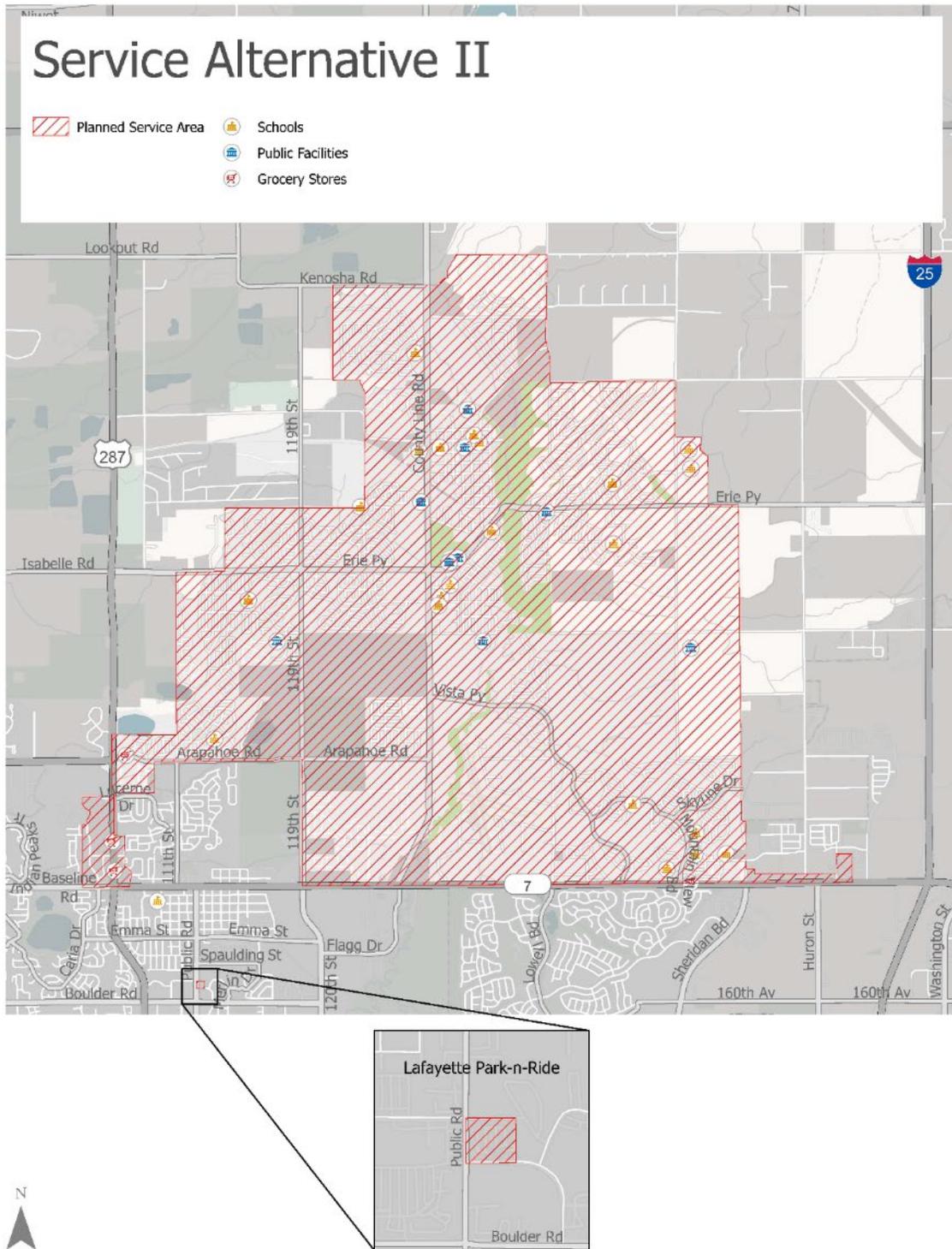


Figure 34: Service Alternative II Map





## Cost Estimates

Costs were estimated based on the estimated number of vehicles needed to provide 30-minute response times for each alternative and the number of hours per week that service would be provided. Costs were estimated for each geographic alternative under four different service model scenarios as described in **Table 11**. The cost estimates assumed an average operating cost of \$80 per service hour.

**Table 11: Potential Service Models & Vehicles Needed**

Service Model	Days/ Week	Hours/ Day	Vehicles		
			Alternative I	Alternative II	Alternative III
Daily Service 6 AM to 6 PM	7	12	2	2.5	3
Weekday 8 AM to 6 PM	5	10	2	2.5	3
Weekday 6 AM to 8 PM	5	14	2	2.5	3
Weekday 6 AM to 6 PM	5	12	2	2.5	3
+ Weekend 8 AM to 6 PM	2	10	1	1.25	1.5

Given the hours per day and days per week assumed in each service model plus the number of vehicles needed for each alternative and assuming an operating cost of \$80 per service hour, **Table 12** summarizes the estimated annual operating cost for each alternative under each service model.

**Table 12: Cost Estimates by Alternative**

Service Model	Alternative I	Alternative II	Alternative III
Daily Service 6 AM to 6 PM	\$700,000	\$900,000	\$1,050,000
Weekday 8 AM to 6 PM	\$450,000	\$550,000	\$650,000
Weekday 6 AM to 8 PM	\$600,000	\$750,000	\$900,000
Weekday 6 AM to 6 PM + Weekend 8 AM to 6 PM	\$600,000	\$750,000	\$900,000

**Table 12** show that Alternative II and III would have successively higher costs than Alternative I due to the need for additional vehicles to service the longer trips to the Lafayette Park-n-Ride and/or Good Samaritan Hospital. The analysis also shows the relative scale of costs increases depending on the hours in a day or days of the week that service is provided. Alternative I is estimated to cost between \$450,000 annually if operated 10 hours a day, five days a week to \$700,000 annually if operated 12 hours a day seven days a week. Alternative II ranges from \$550,000 to \$900,000 annually and Alternative III is estimated to cost \$650,000 to \$1,050,000 annually depending on the service model.



# 9. Recommended Service Alternative with Financial Plan

## Recommended Alternative

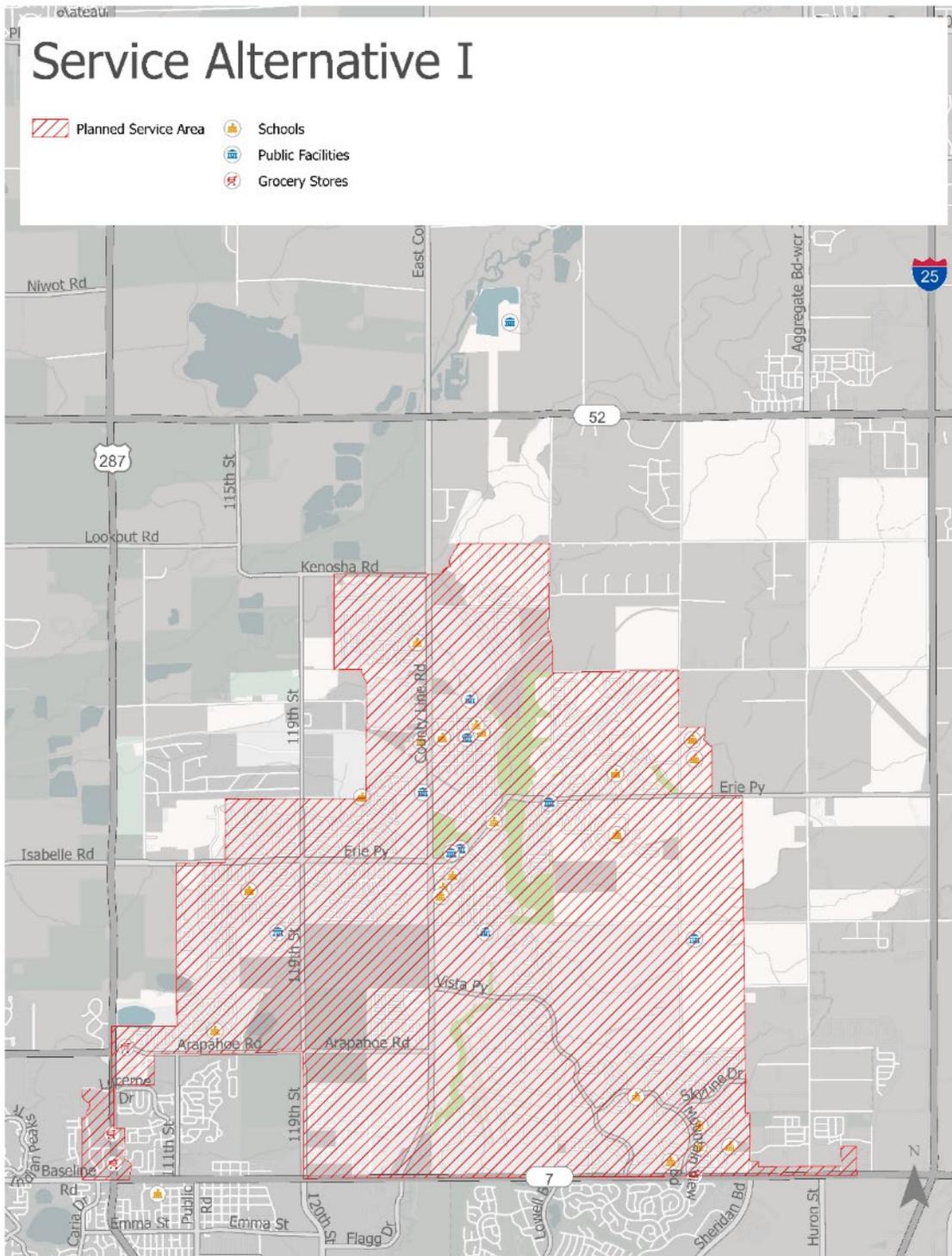
The recommended service alternative is based on analysis and input received from the community on the priorities, analysis of existing travel demand within Erie, the goals of the Town for this program, and the resources available for funding the service.

## Service Area

The recommended alternative would include the locations mapped in **Figure 36** and described below:

- All of the developed area with the Town boundaries of Erie, excluding some rural portions farther from the core, and generally include areas:
  - South of Kenosha Road/CR 12 and north of Baseline Road
  - Between east of 119<sup>th</sup> Street and CR 3 north of CR 10
  - Between east of 119<sup>th</sup> Street and Sheridan Parkway alignment from CR 10 to Erie Parkway
  - Between 111<sup>th</sup> Street and Sheridan Parkway from Baseline Road/Arapahoe Road to Erie Parkway
  - Commercial area around US 287 and Arapahoe Road
- The commercial area in Lafayette around US 287 between Baseline Road and Lucerne Drive
- The commercial/medical area along Baseline Road in Broomfield between Sheridan Parkway and Huron Street

Figure 36: Recommended Service Area Map



## Service Characteristics

**Table 13** shows the basic characteristics of the recommended alternative’s zone and service. The service would cover 16.9 square miles. Two vehicles are initially recommended during peak times to maintain a response time of less than 30 minutes. Other characteristics include:

- Fare-free service open to the public.
- Monday through Friday operations from 6 AM to 8 PM to cover a variety of trip purposes.
- Trip requests via a smartphone application or using a call-in number, both available in Spanish and English.
- Up to two branded vehicles will operate during peak demand, including a wheelchair-accessible van, with professionally trained drivers.

**Table 13: Erie Microtransit Service Characteristics of the Recommended Alternative**

Characteristic	Description
<b>Zone Size</b>	16.9 square miles
<b>Vehicles Required</b>	Two vehicles estimated during most of the day to provide an adequate level of service, including at least one wheelchair-accessible vehicle.
<b>Response Time</b>	Less than 30 minutes
<b>Trip Types Served</b>	Ability to connect any two points within the zone.
<b>Fare</b>	Free
<b>Hours/Days of Service</b>	Monday – Friday, 6 AM to 8 PM
<b>How to Request a Ride</b>	Using a smartphone application or by calling in, available in both Spanish and English

## Cost Estimates

The recommended alternative is estimated to have an operations cost of about \$600,000 per year. The cost estimates are based on the following assumptions:

- Turnkey operations, whereby Erie would contract with a third-party provider to operate the service (including drivers), supply and maintain vehicles, and manage the booking platform and performance metrics.
- An average hourly cost per vehicle of \$80.
- Two vehicles operating 14 hours a day, five days a week.
- One vehicle is wheelchair accessible.

In addition to the annual operating cost, it is estimated that the service will require a quarter to a half of the full-time equivalent (FTE) of a Town staff employee to manage the contract with the vendor, collect

and respond to customer inquiries, promote the service, review monthly performance metrics, plan for adjustments in service parameters based on performance, and regularly coordinate with the vendor.

## Target Markets

The top travel markets that will be served under the Erie Microtransit Service Plan include:

- People traveling internally in the Town (which is not served well by transit service today), particularly people with limited access to a vehicle and/or with lower incomes.
- People wanting to travel to grocery stores within and outside Erie (including Walmart, the two King Soopers, Safeway, and Sister Carmen Food Bank) and other retail establishments.
- People from Erie traveling to medical appointments at the clinics near the Community Center, or at the commercial centers on the southwest corner and southeast corner of Erie.
- People from Erie traveling to access regional jobs, schools, and services along RTD’s bus and rail network, particularly in Boulder, Longmont, Broomfield, and Downtown Denver.
- Youth users for school trips, particularly accessing after-school activities and jobs, most notably between Erie High School or Erie Middle School, and the Erie Recreation Center.
- Commuters who work in Erie or visitors connecting via RTD.

## Performance Estimates

System performance is assessed based on metrics such as the number of passenger trips completed per day and the amount of time passengers have to wait between when a trip is requested and when the vehicle arrives (the response time). **Table 14** shows the preliminary performance estimates and goals for Erie Microtransit. Each factor is described in more detail below.

**Table 14: Performance Goals/Estimates**

Passenger Trips per Day	Passengers per Service Hour	Average Response Time (goal)	Average Trip Distance	Typical Trip Time
75-90	2.5 to 3.5	Less than 30 minutes and 90% of trips fulfilled in 30 minutes or less	4.3 miles	10 minutes

### Average Trip Time and Distance

The estimated number of trips per day is derived from the estimated average trip time, the estimated amount of time vehicles will spend traveling between passenger trips, and the number of vehicles available and based on the performance observed in similar microtransit programs. The average trip time of 10 minutes is based on a sampling of potential trips within the proposed service area zone.



It is assumed that when the system first launches there will be instances where vehicles are traveling between passenger trips without any passengers onboard. To factor in time spent without passengers (deadhead time to get between trips and downtime during slower periods), the average trip time was increased by 60% to create a conservative estimate. With two vehicles in operation, the system would have the capacity to fulfill 96 average length vehicle trips per day.

### **Passengers Per Hour**

Given the demographics and density of development patterns within the proposed service area and based on examples from other similar programs it is estimated that the service would average about three passengers per service hour in the first 6-12 months and likely will grow over time. Assuming two vehicles operating 14 hours a day, five days a week, this equates to about 75-90 passenger trips per day.

### **Average Response Time**

The initial average response time is estimated to be between 15 and 30 minutes. As demand increases the response time will increase. If response time increases to the point that more than 10% of trips are exceeding the 30-minute response time that may warrant adding a third vehicle during peak demand times.

### **Adjusting Performance Estimates**

Initial performance estimates and goals have been established based on the characteristics of the service area, peer system performance, and service delivery estimates from potential vendors. However, each microtransit system has unique operating patterns. The service monitoring plan profiled later in this report offers a performance tracking plan that can be used to adjust service goals as needed.

# 10. Implementation Plan

## Service Delivery

The Town of Erie plans to utilize a turn-key contract model for the community's microtransit service. The Town will solicit bids from qualified vendors to launch, manage, and operate the microtransit including providing and maintaining a vehicle fleet, qualified drivers, a trip booking platform, and performance monitoring program.

## Service Adjustments and Monitoring Plan

While this service plan presented in this report may prove to be effective for the life of the program, it is anticipated that the service will need to be adjusted periodically to better serve local needs. The following section describes elements of a monitoring plan that should be implemented early in the life of the program and used to determine whether and when service changes are needed.

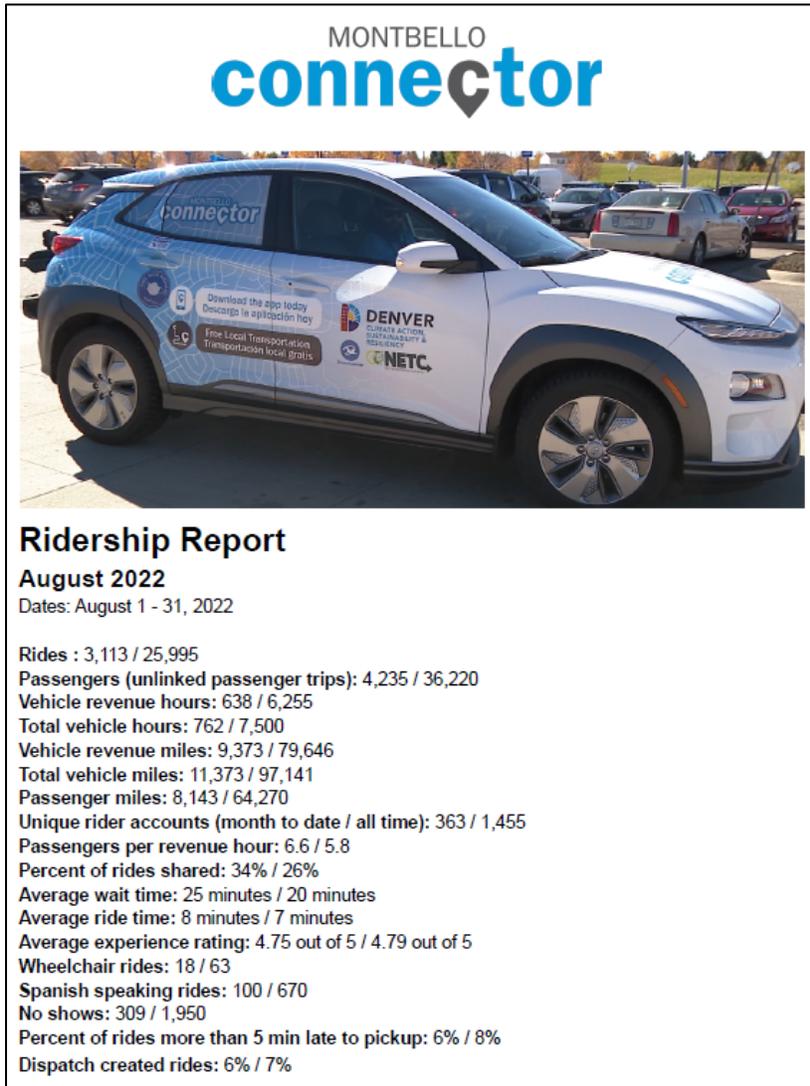
### Tracking Ridership

The vendor should be able to provide to the Town with monthly ridership reports (**Figure 37** shows sample metrics from the Montbello Connector in Denver). Ridership can be reported both as the total number of passenger trips per day and the average number of passengers per vehicle service hour. As discussed in the performance estimates, the service is projected to have 75 to 90 passenger trips per day once the service has gained initial community awareness. Initially, the ridership may be on the lower end of the range while the Town markets the service and community understanding of this new transportation resource grows. It is recommended that the goal for the first three months of service should be approximately 50 to 65 trips per day, growing to 75 to 90 by the end of the first year.

If the service is not meeting this ridership target after the first three months, then additional analysis may be needed to pinpoint whether there are particular times of day when the service is utilized at a higher rate and when service is utilized at a lower rate or if additional adjacent destinations should be considered or additional marketing is needed to promote the service. If issues can be identified, a determination can be made on whether service span or area needs adjustment. While ridership is a key metric, it should not be the single metric for measuring whether the microtransit pilot is performing successfully. When the Town is determining whether to extend the service, metrics like response time, rider satisfaction, types of trips provided, and the rate at which the service completes the trip types it was intended for should be among the factors considered.



Figure 37: Example Ridership Report from the Denver Connector: Montbello



### Tracking Ride Times

The number of passengers that can be served within a daily service span is dictated, in part, by the amount of time vehicles spend completing trips and the amount of time vehicles spend responding to trip requests. It is assumed that single passenger trips will typically take 9-10 minutes from origin to destination. However, one of the goals of the microtransit program is to combine trips as much as possible (passengers may share the vehicle with someone making a similar trip, which will likely extend the ride time for both individuals). Factoring in the time of potential shared rides, it is assumed each passenger will experience a 15-minute average trip time. If, after the first three months, the actual per passenger trip time exceeds 15 minutes, the service plan should be adjusted to better reflect local travel conditions.

It is also projected that the average response time (or the time between when a passenger reserves a ride and when the vehicle arrives) will be less than 30 minutes. The service vendor will be able to provide a response time by passenger trip. If it is found that the average response time is 30 minutes or more or more than 10% of trips have a response time over 30 minutes, then changes to the service area size may be needed in order to improve response times or promotional materials may need to be changed to set more accurate rider expectations for typical response times.

### **Tracking User Experience**

While metrics like ridership can convey system productivity, more qualitative indicators are also important. The experiences of early riders should be captured in order to learn about any unanticipated issues with service provision. Rider feedback can be captured through customer service star ratings provided through the smartphone app after each ride is completed (this is automatic after each ride) and by logging customer feedback received via email or through call-ins. More comprehensive post-trip surveys regarding more detailed service or trip characteristics could be distributed either electronically or using paper copies by the service vendor. In order to ensure the highest response rate possible, it is recommended the survey be brief and focus primarily on multiple choice responses with just one open-ended response.

Since the service vendor will track the quantitative aspects of each trip, like response time and time in vehicle, the survey can be used to assess ease of use of the reservation system, whether riders find the vehicles comfortable, whether riders have positive interactions with vehicle operators, and whether the rider travel experience has improved when comparing to their pre-microtransit travel.

The surveys should be offered to each rider during the first six months of service in English and Spanish. Following a survey response evaluation period, surveying should then be conducted at regular intervals to be determined by Town staff and for passenger samples instead of all riders.

### **Tracking Rider Demographics**

To fulfill grant funding obligations and ensure the service is serving the transportation needs of vulnerable populations, the Town is interested in tracking demographic characteristics of riders, such as age, race, and/or income status. This information will need to be provided voluntarily. One way to do that would be to conduct an annual rider survey linked from the app to an external survey site.



## Evaluating Service Area Scope

The initial service zone has been drawn based on the travel market assessment and stakeholder input. It is



Figure 38: Simulation of Origin-Destination Patterns (source: Downtowner)

possible that some portions of the service area may be disproportionately heavy trip generators or popular destinations. Monitoring the origin and destinations patterns by trip will allow the Town to understand whether the service area needs to be modified or if there are particular origin-destination pairs and routes that are utilized at a high rate. The selected vendor should be able to provide visualizations of trip patterns like the example shown in **Figure 38** to help Town staff evaluate service utilization and potentially adjust, such as narrowing the service area or establishing fixed pick-up/drop-off locations that serve popular destinations.

### Track “Un-serviceable” Trip Requests

Initially, transit users can request trips within the microtransit zone, and people who attempt to request a trip originating or terminating outside of the zone will not be serviced. These trip requests need to be tracked in order to understand if there are patterns in “un-serviceable” areas, as they can reveal where service changes need to be made based on user demand.

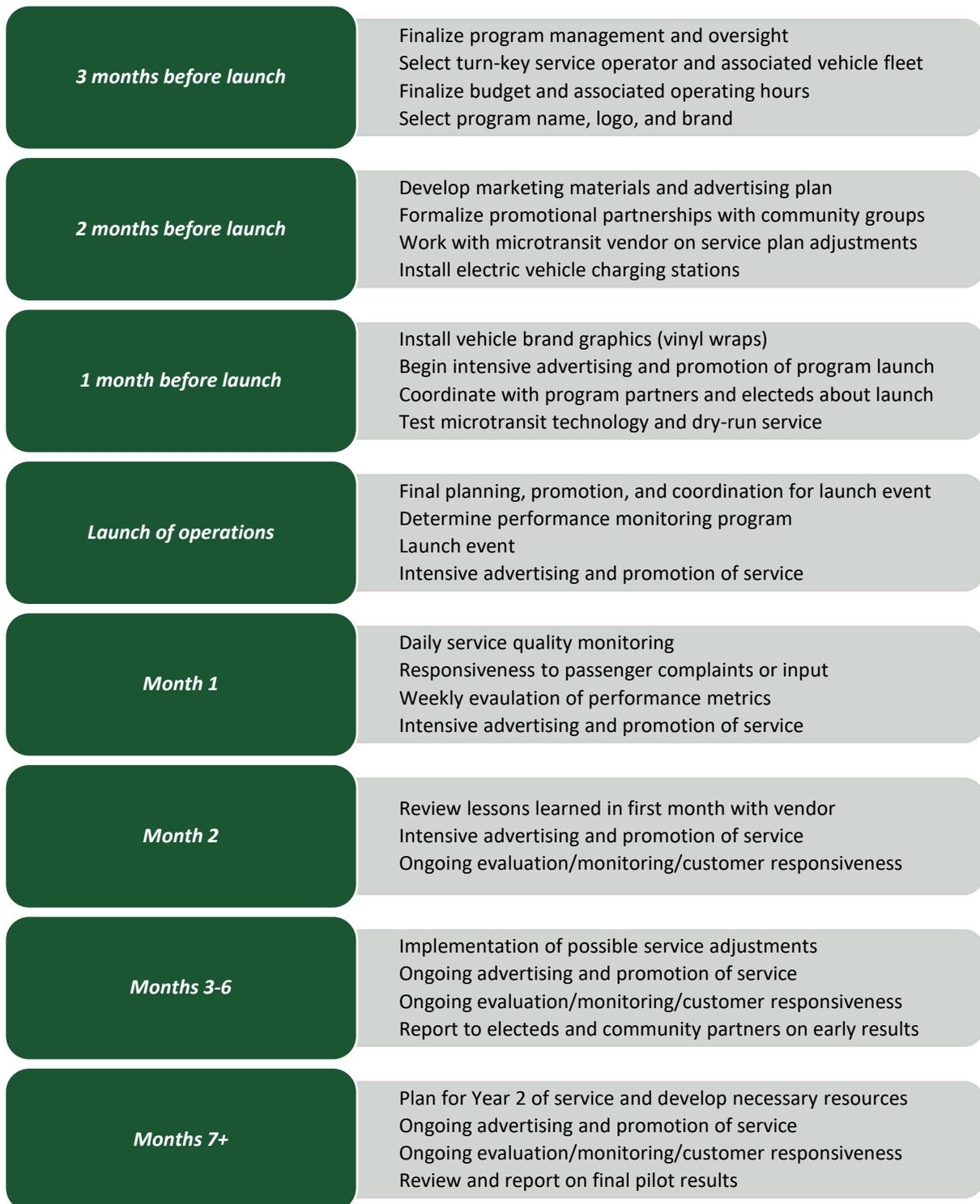
## Determining Service Changes

While this service plan seeks to meet the needs of the Town of Erie travel market, it is possible that in practice the performance outcomes may differ from goals outlined here. The Town should be prepared to collaborate with the selected operating vendor on making service adjustments on an as-needed basis to ensure the microtransit service is providing efficient service and filling a mobility need. It is recommended that Town staff complete a thorough review of the performance metrics described in this service monitoring plan along with initial responses to rider surveys after the first three months of service. If any goals are unmet or if initial rider satisfaction is low, then targeted service adjustments may be required.

## Implementation Timeline

**Figure 39** illustrates the timeline for pre-launch and post launch actions for the three months prior and 12 months following launch of the service. A turn-key operator should be identified at least three months prior to launch. Other pre-launch actions include identifying a name, logo, and brand, marketing and promotion of the service, vinyl wrapping of vehicles, and testing. Post-launch the focus will be on advertising service, monitoring service over the first year, and planning for minor adjustments to the service operating characteristics as needed.

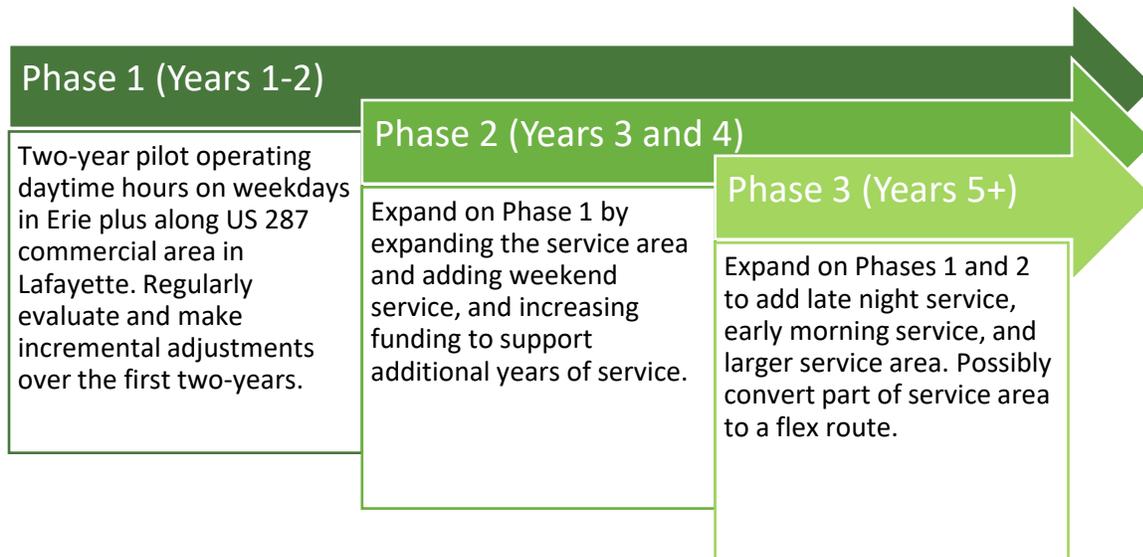
Figure 39: Erie Microtransit Implementation Timeline



## Phasing

**Figure 40** describes a phased approach over a multi-year period that would allow for the program to grow over time as ridership increases and financial resources expand. This would include increasing the overall service level and service area as demand and funding warrant.

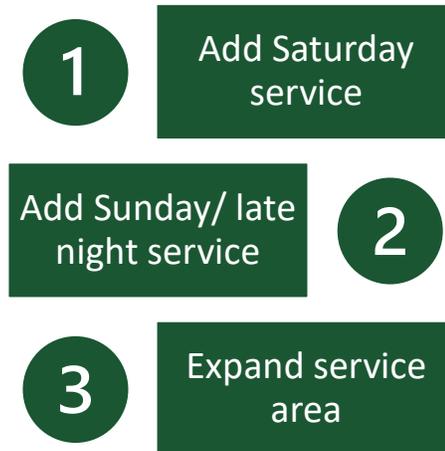
*Figure 40: Erie Microtransit Implementation Phasing*



## Priorities for Future Improvement

Based on input received from the community, and analysis of travel patterns, potential future recommended improvements are shown in **Figure 41** and ranked with the highest priority shown first. Implementation of these priorities will be based on when funding becomes available and may shift depending on how the service performs and feedback from rider surveys and the community once the service is underway. There are two basic service characteristics that could be considered for expansion over time: expanding the service area and expanding the service to weekends and earlier/later service hours. Initial guidance on each is provided below. Additionally, the Town may also need to fund additional vehicles in order to maintain adequate response time as the service becomes more popular. At some point microtransit's popularity could increase to the point that conversion of part of the service area to a flex route may be warranted (more is discussed on this below).

Figure 41: Prioritized Future Improvements for Erie Microtransit Service



*Considerations for Expanding the Span of Service:*

Feedback from the community survey revealed demand for the service on weekends and later in the evening. Therefore, it is recommended that the Town consider expanding the service to Saturday as the first priority. If successful, the service could be expanded to Sunday and eventually by an additional hour or two in the evening.

*Considerations for Expanding the Service Area:*

Several key destinations outside of Erie were identified through the analysis but were not included in the initial service plan based on available resources. These locations should be considered first as part of any service area expansion:

- **Downtown Lafayette:** This would provide a connection to additional shops and services offered in Lafayette. A connection could also be made to the Lafayette Park-n-Ride providing a formal connection to RTD regional services.
- **Good Samaritan Hospital:** Access to medical services was indicated as one of the top uses for the microtransit service by the community and Good Samaritan Hospital is the primary major hospital used by Erie residents.
- **Planned I-25 & CO 7 Mobility Hub:** The Larkridge area and associated commercial/retail services near I-25 and CO 7 was one of the top destinations outside of Erie that the community indicated a desire to have transit connections. Additionally, a mobility hub is planned at this location which will include connections to the Bustang North Line, the planned CO 7 BRT service and potentially future expanded RTD service to Thornton and Denver. This would be a logical location to connect the Erie microtransit service into the regional transit system.

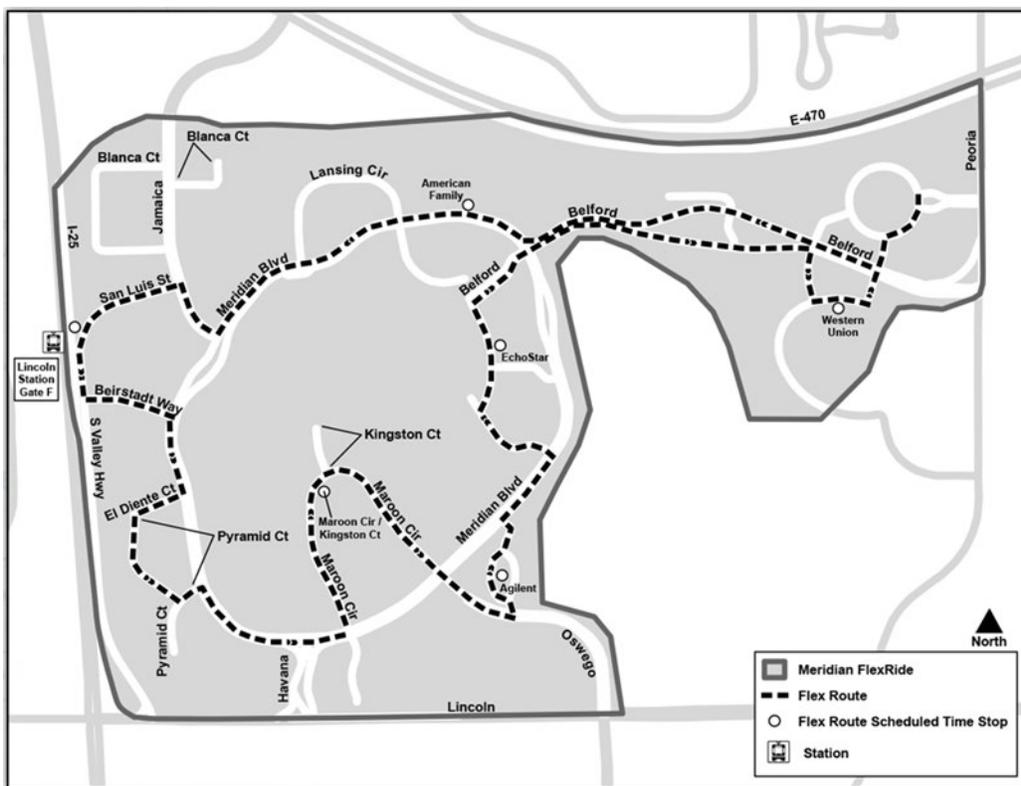


## Flex Route Potential

The final service plan for the initial pilot project recommendation is a microtransit zonal system, where trips are fulfilled and grouped in real-time without any defined route. This recommendation is based on the finding that there is a lack of consistent, identified origin-destination points for trips within Erie and due to the dispersed nature of development patterns within Erie.

However, following the first two-years of operation, there may be a clear pattern of trips that lend themselves to a flexible route, where the vehicle travels along a route with defined stops and scheduled time points but can also deviate in between stops to make requested pickups and drop-offs in real-time anywhere within the zone. An example of this model is shown in **Figure 42**, which is one of the RTD FlexRide microtransit examples that operate with a flex route model. The Wagon Road FlexRide operates a similar model to north Thornton and Westminster, with several designated stops at key employment destinations during shift changes at the St. Anthony North Hospital and Amazon distribution center.

Figure 42: RTD FlexRide Routing Example



## Long-term Vision

The initial service defined herein is a step towards enhanced services within Erie and surrounding communities and should be considered as the start to longer-term enhancements. Current budget

constraints limit the service operations, but additional funding might be identified over time. Ideally, a long-term vision for Erie microtransit service might include:

- Service seven days a week; weekday hours of 5 AM to 9 PM and weekend hours of 7AM to 7 PM.
- An on-demand microtransit zone that incorporates downtown Lafayette, Good Samaritan Hospital, and the planned I-25 & CO 7 Mobility Hub.
- Average trip fulfillment time of 15 minutes or less with a mixed fleet of five or more vans and battery-electric cars.
- A defined flex route (circulator) for a portion of Erie that operates on a defined route and schedule in addition to the microtransit zonal service.
- A close partnership with RTD to coordinate expanding fixed-route transit services with increased frequency to existing routes, and increased connections to and through the Erie.

## Marketing, Branding, and Outreach

At the present time most Erie community members likely have limited knowledge of microtransit. An awareness building campaign should be paired with the service rollout to ensure community members learn of the new service, understand how to request trips, and are aware of the service area. While traditional avenues, like visually compelling advertisements, will be important, additional community-specific outreach strategies should also be pursued. These can include engaging local stakeholders who have existing community ties to serve as ambassadors for the new service and establishing educational messaging that the microtransit service is a public service that is open to all Erie community members and visitors highlighting the benefits of using the service (e.g., low cost and shorter travel times relative to existing fixed route bus service).

### Overall Marketing Strategy

In order for the Erie microtransit service to be successful, the Town should place an emphasis on maintaining as broad an outreach approach as possible in order to reach existing and potential transit riders. The Town can partner with local businesses, schools, houses of worship, employers, medical providers, social services, and other key destinations to post information about the new service. Beyond physical advertisements, the social media networks of these community partners can also be leveraged to broaden awareness. All marketing efforts should focus on educating community members about the service itself and also on conveying three key messages:

1. Erie microtransit is a new service that has been designed by the community to help address the mobility challenges residents are facing today.
2. Microtransit service will be free and offer a comparable travel time to driving for certain trips.
3. The Town will continuously seek rider feedback to learn how the new service can be optimized to best meet local travel needs.



## Branding

Brand awareness is critical to developing a community understanding that the microtransit service is distinctive from existing RTD service and that it is a new mobility resource.

The Town desires a brand that is catchy, inviting, and easily recognizable across town. Erie's priority of community, dedication, and town support led to the name the Erie Bee. Bees symbolize community, friendship, and teamwork which is at the heart of the Erie community.

The logo was designed with a "pinpoint" bee which will be used in marketing material for a symbol of place and location. The vehicles will be bright yellow and have a bumble-bee theme with catchy phrases such as, "Bee-line to your next destination". The logo and potential vehicle branding mockup are shown in **Figure 43**.

*Figure 43: The Erie Bee Brand Logo and Potential Vehicle Mockups*



## Signage

Signage describing the new service and featuring the branding should be posted in all locations where it is likely community members will start or end rides. These signs can serve to designate common pick-up and drop-off locations, which would make the system easier to use. Early locations for signs can include

the Erie Community Center, library, middle and high schools, grocery stores, Walmart, Old Town, medical facilities, and the designated location along Arapahoe Road where riders can connect to/from the JUMP. High quality, visually compelling signs can be targeted to key market groups and can be offered in a variety of languages.

## **Advertising**

Signage can also be adapted into flyers that are posted in popular locations or inserted into utility bills or any other materials that are mailed to each address in the service area. In addition, the Town can partner with local print media along with radio and tv stations to promote the service. While traditional media platforms have a wide reach, social media promotion is also a useful avenue to explore. Social media is particularly effective at reaching younger audiences, which should be a key consideration in Erie given the high share of residents under the age of 18 and the lessons learned about how popular the service is in other similar markets with youth. The Town can use its existing social media presence and also partner with RTD and other stakeholders who may be willing to cross promote the service.

## **Outreach**

The Town should leverage the existing network of community groups to raise awareness and promote the new service. Partnering with organizations will allow the Town to tap into an existing network of community members who are working to improve quality of life in Erie. The Town can invite key stakeholders to serve as ambassadors for the new service. This role can be as simple as committing to including the new microtransit service as a discussion topic in community events or promoting the service on an organization's website and social media pages. The Town can also collaborate with ambassadors to periodically visit popular destinations throughout Erie and informally discuss the new service with residents.

### *Employer Partnerships*

Partnerships with local employers are another tool the Town can utilize. Local employers in Erie can begin informing their employees about the opportunity to travel from one of the nearby RTD bus routes using microtransit or to use the microtransit service to reduce the length of their transit commute. Erie will consider partnering with local employers and businesses to market service to this ridership demographic.

### *School Partnerships*

Local schools, such as Erie High School and Erie Middle School, can also advertise the new service. While some parents may not be comfortable allowing their child to walk, bike, or ride the bus to school or after school activities, microtransit could be perceived as a safer travel option.



### *Business Partnerships*

The Town should work with local businesses to promote the service, in particular partnering with local medical providers so they can effectively communicate the new service to clientele. Having tabletop displays on the counters of local retail establishments, restaurants, and medical service providers that announce the new service and how to use it could be an effective way to gain awareness of the service. Businesses and medical providers could also distribute information to employees and allow local ambassadors from the Town to present at staff meetings.

### *Special Events*

The Town should consider having a presence at local events marketing the service such as Arbor Day, the Town Fair, Senior Lunch, Erie Air Fair, the Sustainability Event, Boo on Briggs, etc. Setting a table with brochures and a friendly community ambassador is a relatively low-cost way to build awareness of the new service.

### *RTD*

Although the microtransit service is a Town program, it is important to collaborate with RTD, specifically with its customer service staff. It is likely that residents will not realize who is providing the service and may reach out to RTD with questions about the Town's microtransit service. The RTD customer service staff must be well equipped to answer questions about how the service works and how a user can request a ride. Providing marketing materials and training for RTD customer service staff will allow for seamless customer service, even if a potential rider is confused about whether the new microtransit service is an Erie or RTD service.

## **Real Time Customer Information and Trip Planning**

Being able to integrate trip planning and vehicle location information from the planned microtransit service into currently utilized rider trip planning apps is important in building confidence in the user experience. As a long-term goal, the Town should work to take the service data and build it into apps such as Google Maps, RTD's Next Ride app, and the Transit App. Real time vehicle location information and trip planning can be done with Application Programming Interfaces (APIs), which help integrate the vehicular data with the mobile application and give realistic estimated time of vehicle arrivals and coordinated trip planning. Ideally, users could plan trips and see real-time travel time estimates across various modes and transportation providers. This integration is known as Mobility-as-a-Service (MaaS).



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

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**File #:** 2026-112, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Ditch Crossing Easement Agreement with Allo Communications, LLC

**DEPARTMENT:** Utilities

**PRESENTER(S):** Todd Fessenden, Utilities Director

**TIME ESTIMATE:** 0 minutes

**POLICY ISSUES:**

The Town Council must approve easement agreements of this type.

**STAFF RECOMMENDATION:**

Approve easement

**SUMMARY/KEY POINTS**

- Need an easement agreement to allow ALLO to cross Coal Creek and complete their fiber installation.

**BACKGROUND OF SUBJECT MATTER:**

ALLO Communications is installing fiber internet service throughout the Town of Erie, and in order for them to complete their installation to provide services, they need to cross Coal Creek.

**ATTACHMENT(S):**

1. Resolution
2. Agreement

**Town of Erie  
Resolution No. 26-035**

**A Resolution of the Town Council of the Town of Erie Approving a  
Ditch Crossing Easement Agreement with Allo Communications,  
LLC**

**Whereas**, the Town owns certain real property more particularly described in Exhibit A of the Agreement;

**Whereas**, Allo Communications, LLC, wishes to construct and install, and thereafter use, operate, maintain, and repair conduit and fiber optic facilities and related appurtenances on the Town's property; and

**Whereas**, the Town is willing to convey an easement to Allo Communications, LLC, for these enumerated purposes.

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

**Section 1.** The Easement Agreement with Allo Communications, LLC 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 24th day of February, 2026.**

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

**Attest:**

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



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

**File #:** 2026-75, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Agreement for Professional Services with RESPEC for the Colliers Hill Detention Pond Improvements (P24-649)

**DEPARTMENT:** Public Works

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

**TIME ESTIMATE:** 0 minutes

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

**FISCAL SUMMARY:**

Cost as Recommended:	\$ 49,575
Balance Available:	\$846,925.25
Fund	Urban Renewal Authority
Line Item Number:	800-90-605000-110402
New Appropriation Required:	No

**POLICY ISSUES:**

Whether to use budgeted funds for the construction management of planned improvements to Colliers Hill Detention Pond.

**STAFF RECOMMENDATION:**

The staff recommend this contract amendment, as it will allow RESPEC to provide construction management services during construction.

**SUMMARY/KEY POINTS**

- A construction contract was awarded to GLH Construction, LLC at the Jan. 27, 2026, Town Council meeting
- Construct improvements to the existing detention pond outlet will improve drainage and maintenance access.
- The Town requires the design engineer’s expertise for construction management.

**BACKGROUND OF SUBJECT MATTER:**

In 2024, an engineering consultant was hired to evaluate storm flows from the Colliers Hill Detention Pond. It was determined that the outlet structure was not functioning in accordance with the design intent.

Staff posted a request for proposals on BidNet Direct on March 19, 2025, to hire a consultant to design modifications to the detention pond outlet structure.

On April 22, 2025, the Town received five proposals. Staff reviewed and scored the five proposals, RESPEC and Merrick tied on the overall score. The fees for both were reviewed, RESPEC's proposal was \$74,200 and Merrick's proposal was \$117,020. A Professional Services contract was signed with RESPEC for the design.

Staff posted a request for construction bids on BidNet Direct Nov. 12, 2025, for the construction of the Colliers Hill Detention Pond Improvements, 20 bids were received and the construction contract was awarded to GLH Construction, LLC at the Jan. 27, 2026, Town Council Meeting.

Staff asked RESPEC to provide fees for construction services. The fee for the construction services is \$49,575. Adding this fee to the existing professional services agreement will put the amount at \$123,775 which requires Town Council approval.

**ATTACHMENT(S):**

1. Resolution
2. First Amendment

**Town of Erie  
Resolution No. 26-039**

**A Resolution of the Town Council of the Town of Erie Approving a  
First Amendment to Agreement for Professional Services with  
RESPEC for the Colliers Hill Detention Pond Improvements (P24-  
649)**

**Whereas**, on May 19, 2025, the Town and RESPEC entered into an Agreement for Professional Services for the Colliers Hill Detention Pond Improvements (P24-649) project.

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

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

**Adopted this 24th day of February, 2026.**

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

**Attest:**

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

**First Amendment to Agreement for Professional Services  
(Colliers Hill Detention Pond Improvements P24-649)**

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this \_\_\_\_ day of February, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and RESPEC, an independent contractor with a principal place of business at 720 S. Colorado Boulevard, Suite 410 S, Denver, CO 80246 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on May 19, 2025, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

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

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

1. Scope of Work. Exhibit A to the Agreement is hereby amended by the inclusion of **Exhibit A-1** to this Amendment.

2. Compensation. Paragraph III of the Agreement is hereby amended to read:

"In consideration for the completion of the Services by Consultant, the Town shall pay Consultant an amount not to exceed \$123,775, which shall include all fees, costs, and expenses incurred by Consultant. Payment shall be made in accordance with **Exhibits B and B-1**, attached hereto and incorporated herein by reference."

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

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

**Town of Erie, Colorado**

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

Attest:

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

**Contractor**

*Jessica Nolle*

State of Colorado )  
 ) ss.  
County of Denver )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19 day of January, 2026, by Jessica Nolle as S. Project Manager of Respec Company, LLC

My commission expires: November 7, 2028

(Seal)

*Rebecca McClure*  
Notary Public

REBECCA MCCLURE  
Notary Public  
State of Colorado  
Notary ID # 20004008153  
My Commission Expires 11-07-2028

## **Exhibit A-1** **Scope of Services**

### Consultant's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town: Contractor shall provide professional engineering services for construction of the outlet modifications for Colliers Hill Detention Pond which will include the following tasks.

- Task 1: Review of Submittals, Requests For Information (RFIs), and Change Orders. Contractor will provide ongoing reviews and discussions related to construction submittals, RFIs, and change orders and provide recommendations to the Town. This also includes review of structural submittals by structural subcontractor San Engineering.
- Task 2: Weekly Meetings. Contractor will attend weekly meetings at the request of the Town or Construction Contractor. Attendance will be at the Town's offices or in the field as required. This contract assumes a total of fifteen (15) meetings to accommodate the full construction schedule.
- Task 3: Field Observation and Reporting. Contractor will perform site visits at critical times during construction. Each site visit will be documented with an observation report, and observation reports will be sent to the Town bi-weekly. The fee estimate assumes 25 site visits lasting 1 hour each over the 17-week construction schedule in addition to progress meetings. This also includes four (4) field observation visits by structural subcontractor San Engineering.
- Task 4: Record Drawing Preparation and GIS Coordination. Contractor will review as-built survey information from the Construction Contractor and prepare record drawings based on this survey information. Drawings will be submitted to the Town. Drawing data will be exported to shapefiles to provide to the Town for use in the GIS system. Contractor will coordinate with the Town's GIS staff to determine the details of the deliverable.

**Exhibit B-1  
Compensation**

Task	\$245/hr	\$190/hr	\$165/hr	Total Hours	Direct Costs	Total Fee
	Senior Project Manager	Project Manager	Project Engineer			
<b>1. Review of Submittals, Requests for Information (RFIs), and Change Orders</b>						
Submittal Reviews		2	4	6		\$1,040
Requests for Information	1	2	4	7		\$1,285
Change Orders		2	2	4		\$710
Subtotal Hours	1	6	10	17		
SUBTOTAL	\$245	\$1,140	\$1,650			\$3,035
<b>2. Weekly Meetings</b>						
Weekly Meetings (15)	3	45		48		\$9,285
Subtotal Hours	3	45	0	48		
SUBTOTAL	\$735	\$8,550	\$0			\$9,285
<b>3. Field Observation and Reporting</b>						
Field Observation Visits and Reporting (25)	8	20	80	108		\$18,960
Subtotal Hours	8	20	80	108		
SUBTOTAL	\$1,960	\$3,800	\$13,200			\$18,960
<b>4. Record Drawing Preparation and GIS Coordination</b>						
Record Drawing Preparation	1	8	8	17		\$3,085
GIS Coordination	0	4	4	8		\$1,420
Subtotal Hours	1	12	12	25		
SUBTOTAL	\$245	\$2,280	\$1,980			\$4,505
<b>Total Hours</b>	<b>13</b>	<b>83</b>	<b>102</b>	<b>198</b>		
<i>RESPEC Direct Costs (Mileage)</i>					\$1,680	
<b>Total RESPEC Fee</b>						\$37,465
<i>Subconsultant Fee (San Engineering)</i>						\$12,110
<b>TOTAL AMENDMENT 1 REQUEST</b>						\$49,575

**Schedule**

It is assumed that RESPEC will receive Notice to Proceed by January 31, 2026.

**Assumptions**

1. No active raptor nests are present and no “active nest monitoring” will be required.
2. Full-time onsite construction observation is not included.
3. As-built survey will be performed and provided by others.
4. Construction will be substantially completed by April 2026.
5. RESPEC will participate in up to fifteen (15) weekly meetings and twenty-five (25) site observation visits.



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

**File #:** 2026-136, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Third Amendment to the Agreement for Professional Services with HDR Engineering, Inc. for Final Design and Construction Services for the Erie Lake Dam Rehabilitation Project

**DEPARTMENT:** Utilities

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

**TIME ESTIMATE:** 0 minutes

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

**FISCAL SUMMARY:**

Cost as Recommended:	\$279,606.36
Balance Available:	\$1,000,000
Fund	Water Fund
Line Item Number:	500-75-110-605000-257502
New Appropriation Required:	Yes - \$2,427,035 in 1 <sup>st</sup> Supplemental Rollover

**POLICY ISSUES:**

Town Council must approve spending at this amount according to the Purchasing Policy and Town Charter.

**STAFF RECOMMENDATION:**

The staff recommends approving the amendment to the contract.

**SUMMARY/KEY POINTS**

- This item is in front of Council because the change amount exceeds the contingency available in this contract.
- Although there is money available currently, we are also asking for approval of the construction contract for this project. Rollover funds are necessary to cover the entirety.

**BACKGROUND OF SUBJECT MATTER:**

The Colorado Dam Safety, Office of the State Engineer (SEO) performed the annual inspection for

Erie Lake Dam on Sept. 26, 2022, and observed pooling water at the downstream toe of the dam, located along the southwest portion of the embankment. SEO instructed the Town to institute a daily monitoring plan and to update data on a shared file with photographs and measurements. On Sept. 27, 2022, the Town cleared vegetation from the wet area and identified the active source of seepage. The Town's Public Works Director contacted HDR for support on evaluating the seepage issue. HDR was contracted with the Town of Erie to perform a data/records review of pertinent available documentation, perform an onsite dam examination, and deliver a technical memo of findings and recommendations.

Since then, HDR has completed the design and engineering of the Dam Rehabilitation project. HDR is requesting three amendments to their existing contract.

Amendment 3 requests funding for additional services in response to a design review by the CO Dam Safety Bureau. This will include a "riprap sizing and wave runup analysis" which was not included in the original scope. It also requests funding for additional services related to the removal of three trees identified in the design. The deliverables will include a raptor survey and wetland evaluation. Finally, Amendment 3 requests funding for construction services. These services include the construction observation plan and pre-construction meeting, construction oversight, owner's engineer services, RFI and submittal review and response, first filing plan and support, and project management.

**ATTACHMENT(S):**

1. Resolution
2. Amendment 3

**Town of Erie  
Resolution No. 26-033**

**A Resolution of the Town Council of the Town of Erie Approving a  
Third Amendment to the Agreement for Professional Services with  
HDR Engineering, Inc. for Final Design and Construction Services  
for the Erie Lake Dam Rehabilitation Project**

**Whereas**, on June 25, 2024, the Parties entered into an Agreement for Professional Services (the "Agreement");

**Whereas**, on January 29, 2025, the Parties entered into the First Amendment to the Contract;

**Whereas**, on October 27, 2025, the Parties entered into the Second Amendment to the Contract; and

**Whereas**, the Parties wish to amend the Agreement to add additional scope of services and compensation.

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

**Section 1.** The Third Amendment to the Agreement for Professional Services with HDR Engineering, 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 Third Amendment on behalf of the Town.

**Adopted this 24th day of February, 2026.**

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

**Attest:**

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

**Third Amendment to Agreement for Professional Services**  
**(Erie Lake Dam Seepage Rehabilitation Investigation, Analysis, and Design)**

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this \_\_\_\_ day of February, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and HDR Engineering Inc., an independent contractor with a principal place of business at 1670 Broadway, Suite 3400, Denver, CO 80202 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on June 25, 2024, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

Whereas, on January 29, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation (the "First Amendment"); and

Whereas, on October 27, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Second Amendment"); and

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

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

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

Scope of Work. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work.

Riprap sizing and wave runup analysis. The riprap sizing and wave runup analysis will be reported in a technical memorandum that will be appended to the design report (Task 04) and the design report will be updated to include a section summarizing and referencing the attached memorandum.

Title	Hours	Rate (\$/hour)	Total (\$)
Design Engineer V	26	175	4550
Environmental Specialist I	2.5	115	287.50
Environmental Specialist II	2	170	340
Project Manager Level III	11.5	240	2760
Senior Project Professional III	7	260	1820
Total	49		9757.50

Tree removal of three trees. Prior to tree removal, a raptor survey shall be conducted in accordance with Colorado Parks and Wildlife guidance to determine if the trees are known raptor nesting sites or potential raptor habitat. Perform a desktop and high-level on site wetland evaluation and proposed jurisdictional determination of the proposed construction area to determine exemption from C.R.S. § 25-8-205.1(2)(8)(b) as an off-channel reservoir and exclusion from C.R.S. § 25—8-201.2(2)(8)(d) as a body of water created entirely by excavating or diking uplands.

Title	Hours	Miles	Rate (\$/hour)	Total (\$)
Environmental Specialist II	40		146	5,840
Project Manager, Level III	4		240	960
Field Survey Mileage		133	0.75	99.75
Total				6,899.75

Construction Observation Plan and Pre-Construction Meeting. HDR will write the Construction Observation Plan for the Town’s review. Upon reconciliation of edits and comments, HDR will submit the Construction Observation Plan for CDSB review. HDR will participate in a Pre-Construction Meeting in accordance with Rule 8.1.3. HDR will help draft an agenda and the Design Engineer, Project Manager, and one Construction Engineer will attend the meeting in person.

Construction Oversight and Owner’s Engineer. HDR will provide construction oversight and quality assurance (QA) services for the installation of a soil-bentonite slurry trench cutoff wall, earthwork, geotextile installation, and riprap placement. Services include verification of contractor compliance with the Contract Documents, documentation, and technical evaluation necessary to confirm that the cutoff wall and embankment construction meets the design intent, performance criteria, and regulatory requirements.

Construction Oversight Services.

Trench Excavation Oversight: verify trench alignment, width, and depth relative to design tolerances; observe working platform construction to provide an adequate surface for cutoff wall construction; confirm slurry head is maintained above groundwater and meets minimum hydrostatic pressure requirements; observe excavation rate, trench stability, and slurry displacement behavior; document obstructions, sloughing, caving, or deviations from the

design trench geometry; verify compliance with trench bottom cleaning requirements.

Slurry Production Oversight: observe slurry mixing operations, hydration time, and storage procedures; verify slurry properties meet specification requirements, including density (mud balance), viscosity (Marsh funnel), sand content, pH, and filtrate loss; confirm slurry cleaning and recycling operations maintain required properties; document slurry replacement, desanding (if required); and disposal activities.

Soil-Bentonite Backfill Oversight: observe backfill production, including soil processing, bentonite addition, and slurry incorporation; verify uniformity of the SB mixture and compliance with moisture and bentonite dosage requirements; confirm backfill placement procedures prevent segregation, bridging, or void formation; monitor trench backfilling to ensure continuous, homogeneous placement from bottom to top; verify backfill elevation and final grading meet design requirements.

Upstream Embankment Fill Placement (Phase II), Crest Regrade, and Tree Removal Oversight during the Phase II construction will include observations and reporting of low permeability fill placement including compaction, installation of geotextile, placement of filter material, and salvaging, importing, and placement of riprap. Construction also includes crest regrading, revegetation, and import of crusher fines according to contract documents. Observation of tree removal near downstream toe of embankment will be performed to verify conformance to project and regulatory requirements.

Quality Assurance Verification: HDR will witness testing by Contractor at frequencies defined in the Project Specifications, including:

Slurry Testing: Density (ASTM D4380); Viscosity (ASTM D6910); Sand content (ASTM D4381); pH (ASTM E70); Filtrate loss (API RP 13B-1).

Soil-Bentonite Backfill Testing: Moisture content (ASTM D2216); Unit weight (ASTM D6938 or D5030); Atterberg limits (ASTM D4318); Gradation (ASTM D422 or D6913); Bentonite content verification (based on approved contractor construction plan); Sampling for

laboratory hydraulic conductivity testing (ASTM D5084).

Trench Geometry Verification: sounding rod or weighted tape depth measurements; verification of trench continuity and verticality; documentation of deviations and corrective actions.

Earthwork: compaction effort and testing; sample collection.

Documentation and Reporting:

Daily Field Reports will be completed daily and include: weather and site conditions; Contractor personnel, equipment, and work activities; testing performed and results; non-conformances and corrective actions; photographs of construction activities; quantities of slurry and backfill produced and placed; quantities of earthwork materials installed and placed.

Material Tracking: slurry batch logs; bentonite usage logs; backfill production records; delivery tickets and certifications.

Non-Conformance Reporting: issue Non-Conformance Reports (NCRs) for deviations; track corrective actions to completion; verify resolution and compliance.

Meetings and Coordination: attend weekly progress meetings and prepare meeting agendas and meeting minutes; provide technical input on field changes, unforeseen conditions, submittals, and requests for information (RFI)s; coordinate with contractor QC personnel to maintain alignment between QC and QA programs.

Health, Safety, and Environmental Compliance: comply with the HASP; observe contractor adherence to environmental protection requirements; document spills, releases, or environmental incidents.

Deliverables: HDR will provide meeting agendas, meeting minutes, daily field reports, review of slurry and backfill test logs, review of earthwork quality control testing, NCRs, corrective action documentation, and photo logs.

Request for Information and Submittal Review and Response: HDR

will reply to RFIs from the Contractor to provide clarification on contract documents. Responses may be provided through RFI forms but if changes to contract documents are required then Field Orders will be provided.

HDR will review and comment on the following contractor submittals for technical adequacy and conformance: schedule of values; informational Submittals (Certificates, Contractor Daily Reports, Surveying Plans/Records, Qualification Statements); erosion control; material submittals for landscape, parks, open spaces, and trails; earthwork plan; drilling records; earthwork QC Plan; soil samples; Field Test Reports; Laboratory Test Reports; Contractor As-Built Drawings; Cutoff Wall Construction Plan; material certifications; slurry mix design, including bentonite type, hydration protocol, and target properties; soil-bentonite backfill mix design, including bentonite dosage and moisture conditioning procedures; excavation and trench stability plan; slurry management plan (cleaning, recycling, disposal); equipment lists and calibration certificates; Contractor Quality Control (QC) Plan; survey control and layout procedures.

Construction Report. A comprehensive end of construction project report will be completed by Contractor summarizing: construction chronology; testing results and compliance evaluation; as-built trench geometry and backfill records; earthwork construction observations; deviations and resolutions; recommendations for post-construction monitoring.

First Filling Plan and Support: HDR will develop a First Filling Plan required by CDSB and a best practice when filling a reservoir after construction. First filling is anticipated to be less stringent at Erie Lake Dam with first filling protocol applying to the elevations between the current reservoir restriction elevation and the spillway sill elevation.

First filling support typically includes visual observation and instrumentation monitoring as the reservoir fills. HDR will provide an engineer to visit the site daily for 2 hours during the critical filling period but not full-time observation. The Town may be required to provide additional visual observation and instrumentation monitoring when HDR is not on site depending on the requirements of the First

Filling Plan approved by CDSB.

Project Management: additional project management is included for invoicing, meetings, health and safety, and other project management items.

Subtask	Hours	ODCs (\$)	Total (\$)
1. Construction Observation Plan and Pre-Con Meeting	24	108.75	5,008.19
2. Construction Oversight and Owner’s Engineer	1148	1,370.25	191,902.41
3. RFI and Submittal Review and Response	100		20,904.00
4. Construction Report	128		24,213.28
5. First Filling Plan and Support	69	108.75	12,986.03
6. Project Management	40		7,935.20
Total	1,537		262,949.11

Compensation. Exhibit A to the Agreement is hereby amended to increase the maximum amount of compensation to \$, allocated as follows:

Original Contract Amount: \$298,956.00

First Amendment: \$7,500.00

Second Amendment: \$9,300.00

Third Amendment: \$279,606.36

Total New Contract Amount: \$595,362.36

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

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

**Town of Erie, Colorado**

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

Attest:

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

**Contractor**

DocuSigned by:  
Joseph Schwarz  
73513DD1A1F0490...

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

### Certificate Of Completion

Envelope Id: 8F7DD87E-7D5C-4F47-849B-FE8DCCCA6B03  
 Subject: Complete with Docusign: 260212 Third Amendment HDR Engineering.docx  
 Source Envelope:  
 Document Pages: 7  
 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

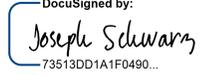
### Record Tracking

Status: Original  
 2/17/2026 4:00:28 PM  
 Holder: Lyndsy Willette  
 lwillette@erieco.gov  
 Location: DocuSign

### Signer Events

Joseph Schwarz  
 joseph.schwarz@hdrinc.com  
 Sr. Vice President  
 Security Level: Email, Account Authentication  
 (None)

### Signature

DocuSigned by:  
  
 73513DD1A1F0490...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 163.116.147.65

### Timestamp

Sent: 2/17/2026 4:01:30 PM  
 Viewed: 2/17/2026 4:06:07 PM  
 Signed: 2/19/2026 11:05:20 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/17/2026 4:06:07 PM  
 ID: 1fcce541-609e-49e2-8472-1849a2d3cbbc

### 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: 2/19/2026 11:05:20 AM  
 Viewed: 2/19/2026 2:26:10 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/12/2026 7:58:06 AM  
 ID: 61742c62-d67e-470e-8878-6737b462b09a

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	2/17/2026 4:01:30 PM
Certified Delivered	Security Checked	2/17/2026 4:06:07 PM
Signing Complete	Security Checked	2/19/2026 11:05:20 AM
Completed	Security Checked	2/19/2026 11:05:20 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: 2/24/2026**

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**File #:** 2026-134, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving the Construction Contract with Geo-Solutions for the Erie Lake Dam Rehabilitation Project

**DEPARTMENT:** Utilities

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

**TIME ESTIMATE:** 0 minutes

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

**FISCAL SUMMARY:**

Cost as Recommended:	\$1,862,021
Balance Available:	\$1,000,000
Fund	Water Fund
Line Item Number:	500-75-110-605000-257502
New Appropriation Required:	Yes - \$2,427,035.00 in First Supplemental Rollover

**POLICY ISSUES:**

Town Council must approve spending of this amount according to the Purchasing Policy and Town Charter.

**STAFF RECOMMENDATION:**

The staff recommends approving this construction contract.

**SUMMARY/KEY POINTS**

- This item is in front of Council to approve the contract amount of \$1,862,021 to complete the construction required for the Erie Lake Dam Rehabilitation project.
- HDR has completed the engineering and design work on this project and it is ready to move into construction.
- The project is on a condensed timeline due to the need for work to be completed before the summer of 2026.

**BACKGROUND OF SUBJECT MATTER:**

The Colorado Dam Safety, Office of the State Engineer (SEO) performed the annual inspection for Erie Lake Dam on Sept. 26, 2022 and observed pooling water at the downstream toe of the dam, located along the southwest portion of the embankment. SEO instructed Town staff to institute a daily monitoring plan and to update data on a shared file with photographs and measurements. On Sept 27, 2022, the Utilities staff cleared vegetation from the wet area and identified the active source of seepage. The Town's Utilities Director contacted HDR for support on evaluating the seepage issue. HDR was contracted with the Town to perform a data/records review of pertinent available documentation, perform an onsite dam examination, and deliver a technical memo of findings and recommendations.

Since this time, HDR has completed the design and engineering for dam rehabilitation. The Town formally requested bids for construction and determined Geo-Solutions to be the most capable contractor to complete this work for the Town.

**ATTACHMENT(S):**

1. Resolution
2. Construction Contract

**Town of Erie  
Resolution No. 26-032**

**A Resolution of the Town Council of the Town of Erie Approving  
the Construction Contract with Geo-Solutions for the Erie Lake  
Dam Rehabilitation Project**

**Whereas**, the Town issued a Request for Bids on December 19, 2025, for the Erie Lake Dam Rehabilitation Project; and

**Whereas**, the Town requires the services of Geo-Solutions for these services.

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

**Section 1.** The Construction Contract with Geo-Solutions 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 Construction Contract on behalf of the Town.

**Adopted this 24th day of February, 2026.**

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

**Attest:**

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

## **E-Construction Contract**

### **Erie Lake Dam Seepage Rehabilitation (P22-291)**

This Construction Contract (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado municipal corporation (the "Town"), and Geo-Solutions, an independent contractor with a principal place of business at 1458 Greensburg Rd, New Kensington, PA 15068 ("Contractor") (each a "Party" and collectively the "Parties").

#### Recitals

- A.** The Town issued a Request for Bids for the construction of the Project, dated 12/19/2025 ("RFB"), which is incorporated by this reference as if fully set forth here. The Town subsequently issued Addendum #1 & #2, 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 1/26/2026, 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. Additional Specifications
  - 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 and reasonably inferable from this Contract and the Contract Documents, attached hereto and incorporated herein by this reference, necessary for the successful completion of the Project:

All labor, services, material, and other work necessary for Erie Lake Dam Seepage Rehabilitation Project, as identified in the Unit-Price Bid Form and shown or called for in the Contract Documents.

3. Bonds. Within 10 days of the Effective Date, Contractor shall provide the payment and performance bond, in the full amount of the Contract Price, and certificate of insurance as 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.

4. Commencement and Completion of Work. Contractor shall commence the Work identified in the Notice to Proceed within 10 days of date of the Notice to Proceed. Unless modified by written Change Order, Milestone 1 shall be completed by Contractor by May 1, 2026, Substantial Completion shall be completed by Contractor by June 1, 2026, and Final Completion shall be achieved by September 1, 2026.

5. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, at the unit Bid prices shown in the Bid Schedule and the Unit-Price Bid Form for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed \$1,862,021. The Town shall be entitled to keep all savings resulting from a difference in total sums finally paid to Contractor and the Contract Price.

6. 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 eighty percent (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, sexual orientation, gender identity, gender expression, 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 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.

7. 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 or relating to or arising out of the Contract or the Work shall be brought in District Court 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, the Contract Documents 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 Contract shall be in writing to the representatives for the Parties and at the addresses set forth below and shall be deemed given (i) by hand delivery, upon receipt thereof; (ii) 3 days after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (iii) 1 day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery; or (iv) if delivered electronically, when received by the recipient via e-mail at the e-mail addressed identified below. Either Party may change its address or representative to whom notice must be provided for purposes of this Contract at any time by giving notice of such change to the other Party.

If to the Town:

Name: Bruce Chameroy  
Title: Water and Wastewater Division Manager  
Address: 645 Holbrook St  
City/State/Zip Code: Erie, CO 80516  
Email Address: bchameroy@erieco.gov

With a copy to:

Name: Weston Ring  
Title: Utilities Project Manager  
Address: 645 Holbrook St  
City/State/Zip Code: Erie, CO 80516  
Email Address: wring@erieco.gov

If to the Contractor:

Name: Steve Artman  
Title: Project Manager  
Address: 1458 Greensburg Rd  
City/State/Zip Code: New Kensington, PA 15068  
Email Address: sartman@geo-solutions.com

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.

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

Town of Erie, Colorado

Attest:

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

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

Contractor

By:  \_\_\_\_\_  
232DC42E2BB94B9...

State of Colorado )

) ss.

County of \_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(Seal) \_\_\_\_\_

Notary Public



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

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**File #:** 2026-124, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Authorizing a Land Use Application Submittal for an Erie Town Center Planned Development Amendment

**DEPARTMENT:** Planning & Development

**PRESENTER(S):** Deborah Bachelder, Deputy Director of Planning & Development  
Sarah Nurmela, Director of Planning & Development

**TIME ESTIMATE:** 45 minutes

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

**POLICY ISSUES:**

Continuing the implementation of the Erie Town Center vision and development is a high priority for the Town. Proposed updates to the Town Center Planned Development (PD) will facilitate a greater mix of uses that will complement and sustain the Town Center commercial core. Town Council authorization is required for staff to submit a land use application for these PD updates.

**STAFF RECOMMENDATION:**

Staff recommend Town Council authorize submittal of a land use application for an Erie Town Center PD Amendment.

**SUMMARY/KEY POINTS**

Municipal Code 10.7.2.B. grants the Town Council the authority to submit a land use application. Staff requests the Town Council authorize a land use application for an Erie Town Center PD Amendment that addresses:

- Diversified land use mix on the Town-owned property;
- Amendments for Four Corners and Erie Commons commercial areas to address specific site, land use, and design challenges; and
- Clarifications and updates identified by staff.

**BACKGROUND OF SUBJECT MATTER:**

The Erie Town Center Planned Development (PD) was approved in 2020. Since approval, multiple site plans and developments have been approved and initiated within the PD area, including the:

- Erie Four Corners residential development that is well underway;
- Approval of a Site Plan for the associated Four Corners commercial area;
- Approval of a Site Plan and initiation of residential development within the Ranchwood neighborhood; and
- Development of three commercial lots within the Erie Commons area.

Additionally, the Town purchased the property located at the northwest corner of Erie Parkway and Erie Commons with the intent to facilitate development of the Town Center commercial core.

### **Purpose of Proposed PD Amendments**

Implementing the Town Center PD through multiple projects highlighted the need to amend certain standards and language to better reflect current conditions, support development activity, and improve clarity and consistency in implementation. The proposed Erie Town Center PD Amendment is intended to address the following circumstances and issues:

- The Town entered into a development agreement for the buildout of the commercial corner on Town-owned property. The vision for the site includes residential and hotel uses, which are not currently identified for the site in the PD.
- During the Site Plan review process for the Erie Four Corners commercial area, staff identified that live/work dwelling units were not explicitly listed as a permitted use and lacked a clear definition.
- Several lots remain vacant in the Erie Commons commercial area due to challenges in the market and meeting development standards in the PD.
- Implementation of the PD over the years highlighted several standards and language that require clarification or modification to improve consistency in application and efficiency of development review.

### **Primary Elements included in the Draft PD Amendment**

Two changes are proposed to the **Zoning Map**:

- The Town-owned property is currently zoned UC - Urban Center, which permits commercial uses but does not allow residential development or hotel uses. While the 10-acre site located at the northwest corner of Erie Parkway and County Line Road will remain Urban Center, the remaining portion of the site is proposed to be rezoned to GU - General Urban, a mixed-use zone that allows both commercial and residential land uses. This zoning change would provide greater flexibility for future development options for the site.

- The Erie Commons property along Erie Parkway is also currently zoned UC - Urban Center. The three undeveloped commercial lots located on the west end of the site are proposed to be rezoned to GU - General Urban to permit a mix of commercial and residential uses. This land use change would include a requirement for ground-floor activation along Ambrose Street. Acceptable forms of activation may include:
  - Live/work dwelling units;
  - Residential common areas such as leasing offices, meeting rooms, or fitness facilities; and
  - Commercial uses.

Proposed changes to **Permitted Uses** in the PD include:

- Live/work dwelling units are added within the Erie Four Corners commercial area, along with a formal definition.
- For the property proposed to be rezoned to GU, Hotel, Museum, and Parking Structure are added.
- Urgent Care facilities are added within all UC and GU zoning districts.

Proposed changes to **Dimensional Standards** include:

- Under the approved PD, hotel buildings are permitted up to 45 feet in height. The PD Amendment adds Civic Buildings and Parking Garages as uses also permitted up to 45 feet. The remainder of the PD generally maintains a maximum building height of 35 feet.
- A two-foot encroachment into the public right-of-way for signs, awnings, and canopies is permitted under the Unified Development Code (UDC). This allowance will be incorporated into the PD for consistency.

Frontage Buildout is a unique design requirement within the Erie Town Center PD that requires a percentage of a building's frontage to be located within a specified distance of the primary street. Based on staff's experience reviewing land use applications, proposed changes to **Frontage Buildout** include clarifying language to:

- Exclude vehicular access drives and pedestrian walkways from the frontage buildout calculation.
- Address two irregular frontage areas in the Erie Commons commercial area that have created interpretation challenges:
  - The Erie Commons Plaza at the corner of Powers Street and Ambrose Street; and
  - The triangular area adjacent to power lines that cross the site.

The **Parking** standards in the PD require greater clarity with respect to minimum and maximum spaces allowed. The amendment adds a maximum requirement of 125% of the standard to be consistent with the UDC. Proposed changes also allow up to 1 space per 200 square feet for hotel, grocer, and public/institutional uses if a parking study shows the need.

The PD **Sign** regulations are removed and replaced with a reference to the UDC sign regulations to streamline the review process and provide clearer expectations for developers. However, two unique sign provisions remain within the PD:

- Plaza areas may include unique signs reviewed as part of the Site Plan process.
- Monument signs are permitted only along principal arterial streets.

Finally, several connectivity elements are proposed to be updated, including:

- The **Trails Map** is amended to include a new trail extension connecting the existing trail in the Creekside neighborhood to County Line Road.
- The **Right-of-Way Plan** is updated to accurately reflect the design and construction of the northern and southern roundabouts on County Line Road.
- The **Illustrative Plans** within the PD show some vehicular access points that may not meet current transportation standards. A clarifying note is added to the PD stating that all access points will be reviewed and approved through the platting process.

### **Staff Request**

Staff requests authorization from Town Council to initiate a land use application for a Planned Development Amendment to the Erie Town Center PD.

### **Next Steps**

If authorized by Town Council, the PD Amendment will proceed as a quasi-judicial review in accordance with the UDC. The review process will include:

- Land use application review by staff and referral agencies;
- A neighborhood meeting;
- A public hearing before the Planning Commission, which will make a recommendation to Town Council; and
- A public hearing before Town Council, which will make the final determination on the application.

### **ATTACHMENT(S):**

1. Presentation
2. Resolution

**Town of Erie  
Resolution No. 26-030**

**A Resolution of the Town Council of the Town of Erie Authorizing  
a Land Use Application Submittal for an Erie Town Center Planned  
Development Amendment**

**Whereas**, section 10.7.2.B. of the Erie Municipal Code grants the Town Council the authority to file a land use application; and

**Whereas**, the Town Council finds that it is in the best interest of the Town to authorize a land use application for an Erie Town Center Planned Development Amendment.

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

**Section 1.** A land use application for an Erie Town Center Planned Development Amendment is hereby authorized.

**Adopted this 24th day of February, 2026.**

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

**Attest:**

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



# Authorization for Erie Town Center PD Amendment No. 1

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Town Council

Deborah Bachelder, Planning & Development

February 24, 2026

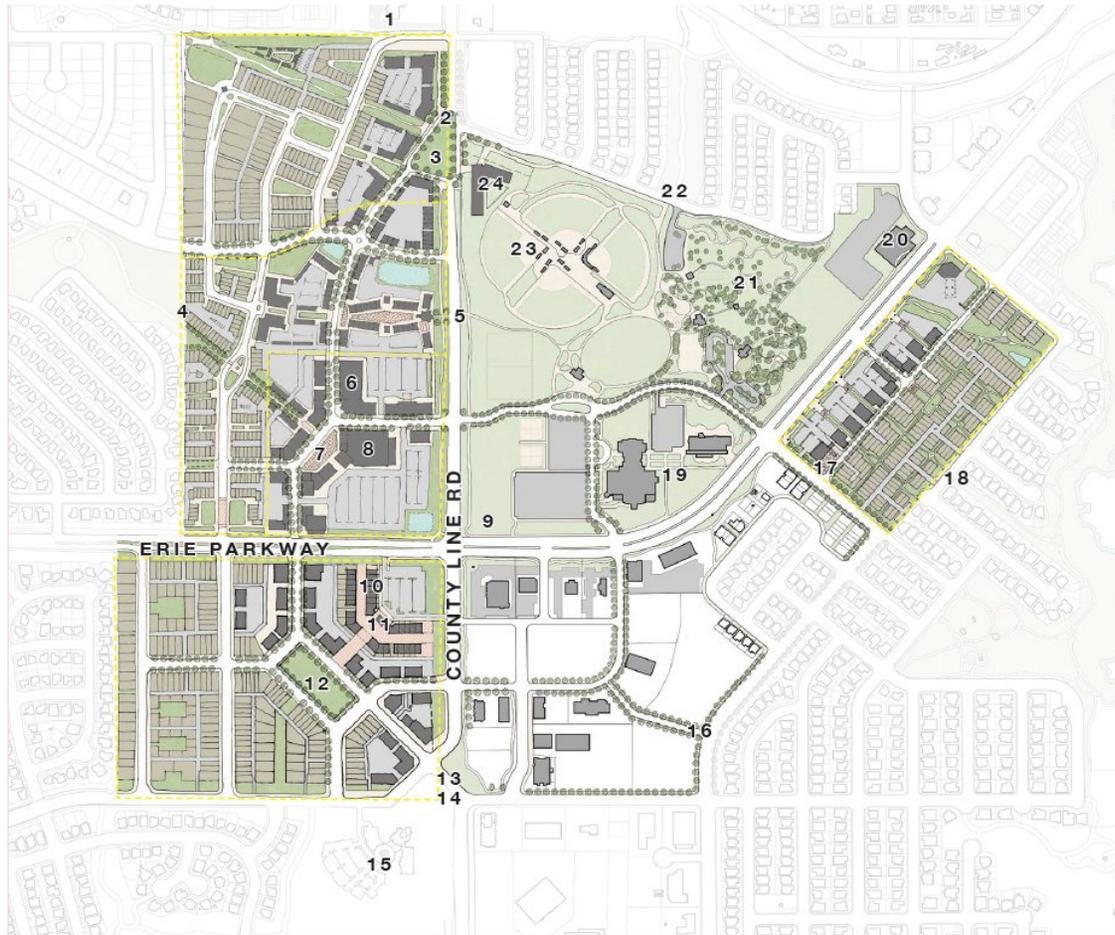


## Agenda

- PD Vision & Overview
- Purpose of Update
- Proposed Changes
- Council Direction
- Next steps



# Erie Town Center Vision





# Erie Town Center PD





## Purpose of the Update

- PD Amendment request addresses:
  - Development opportunity for Town-owned property
  - Development and use constraints for Four Corners and Erie Commons commercial areas
  - Clarifications and updates identified by staff through implementing the PD
- MC 10.7.2.B. gives the Town Council authority to initiate a land use application submittal



# Zoning



**Legend**

UE	Urban Edge Zone
GU	General Urban Zone
UC	Urban Center Zone



## Permitted Uses

- UC3
  - Live/Work
- GU1
  - Hotel
  - Museum
  - Parking Structure
- UC & GU
  - Urgent Care





## Dimensional Standards

- Building Height – GU1
  - Up to 45 feet:
    - Hotel
    - Civic Building
    - Parking Garage
- Right of Way Encroachment
  - 2 feet with 8-foot clearance from sidewalk. Revokable license agreement required.
    - Sign
    - Awning
    - Canopy



## Frontage Buildout

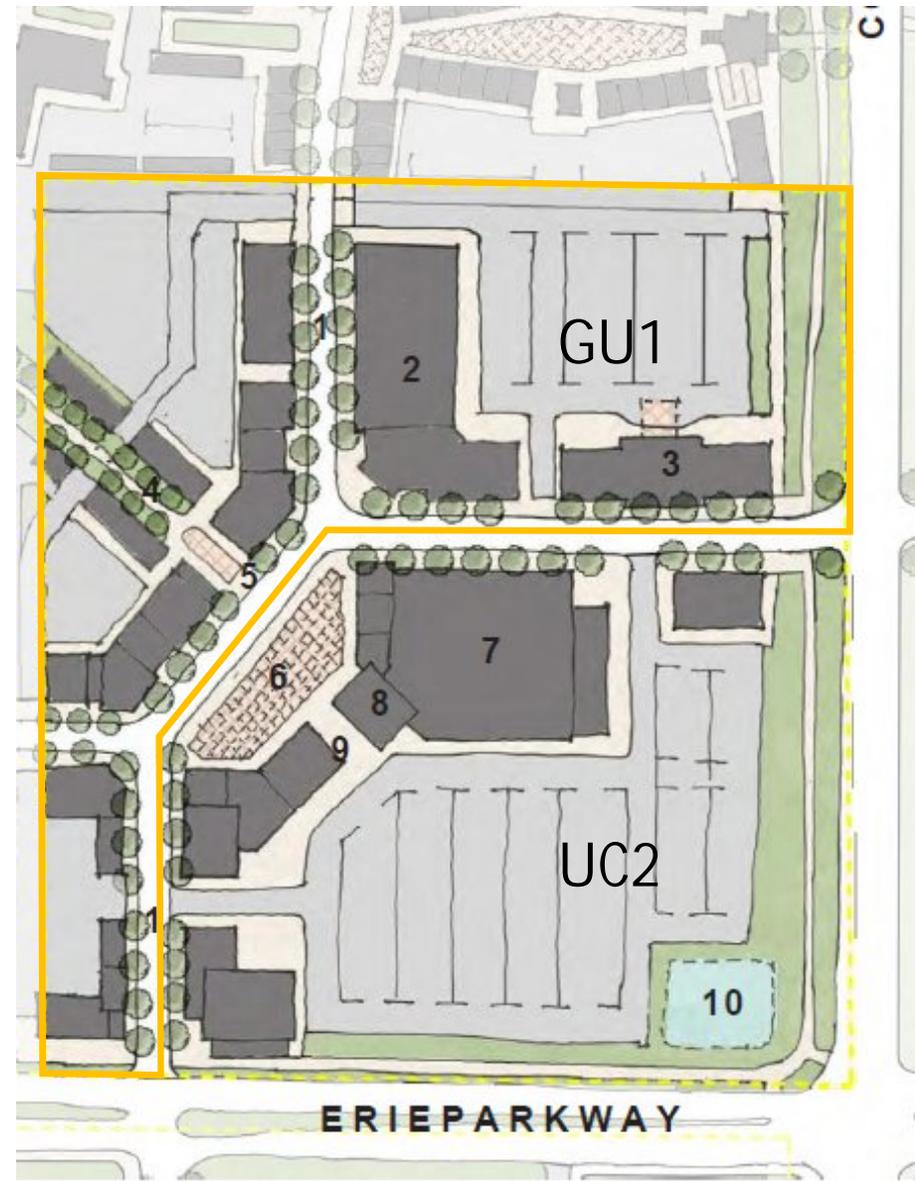
- Frontage buildout requirements modified to exclude:
  - Vehicular access drive
  - Pedestrian walks connecting into site
  - Erie Commons Plaza
  - Triangular portion of site by WAPA lines





## Parking Standards

- UC2 and GU1
  - Up to 1 per 200 sq. feet
  - Grocer
  - Hotel
  - Public/Institutional
  - UC2 on street parking exempt
- Parking Maximum 125%





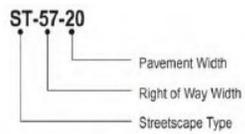
## Signs

- Reference UDC for sign regulations with modifications:
  - Unique signs in plaza areas reviewed through site plan process
  - Monument signs along principal arterials only





# Right-of-Way



**Legend**

- CS-60-36 (The Peel)
- CS-35-23  
(The Peel Roundabout)
- ST-70-46 (Jasper New)
- ST-140-52 (Jasper Retrofit)
- ST-60-32/34
- CS-60-34/36
- CS/ST-60-36
- AL-22-12
- 1** North Gateway
- 2** South Gateway





## Request and Next Steps

- Staff is requesting authorization from Town Council to initiate a land use application for a PD Amendment to Erie Town Center
- Next Steps:
  - Land use application review by staff and referral agencies
  - Neighborhood meeting
  - Planning Commission public hearing
  - Town Council public hearing



# Questions & Direction



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

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**File #:** 2026-55, **Version:** 1

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**SUBJECT:**

Discussion: Council Rules of Procedure; Council Codes of Ethics & Conduct; Virtual Meeting Policy

**DEPARTMENT:** Administrative Operations

**PRESENTER(S):** Meredyth Muth, Director of Administrative Services & Operations

**TIME ESTIMATE:** 75 minutes

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

**FISCAL SUMMARY:**

N/A

**POLICY ISSUES:**

The items under discussion all pertain to Council process and require Council approval for updates. Changes are needed to bring these policies into alignment with the Home Rule Charter or current meeting practices.

**STAFF RECOMMENDATION:**

Discuss the proposed changes and give staff direction on what changes to make before the items come back to Council for final consideration and approval.

**SUMMARY/KEY POINTS**

The three following policies need to be updated. Council members should weigh in on what they would like to see in the policies moving forward:

- *Council Rules of Procedure* - Proposed changes align the Rules with the Home Rule Charter and with current meeting practices.
- *Codes of Ethics & Conduct* - The Home Rule Charter requires Town Council to adopt and maintain by ordinance a Code of Conduct and Ethics. The current Code of Conduct was adopted by resolution. The proposed ordinance adopts a new Code of Ethics and new Code of Conduct.
- *Virtual Meeting Policy* - The current virtual meeting policy was last updated in 2024. The proposed update rewrites it to include use of current technology and best practices.

In addition, these policies will pertain to all the Town's Boards and Commissions. Council should decide if any of these policies should **not** pertain to the boards or if boards should have separate policies specific to them.

## **BACKGROUND OF SUBJECT MATTER:**

### *Rules of Procedure*

The most significant proposed changes to the Rules of Procedure include:

- Notes that public comments must be taken at Special Meetings as required in the Home Rule Charter (Article 4.03(3)).
- Clarifies how a Special Meeting may be called per the Home Rule Charter (Article 4.04(1)).
- Removes the requirement that public speakers give their full address when speaking.
- Limits to six minutes the amount of time members of the public may pool their time.
- Aligns the Rules with the Virtual Participation policy.
- Requires roll call votes to be randomized among Councilmembers with the Mayor voting last.
- Additional updates to grammar and clean up.

Additional minor changes to align the Rules with current meeting practices and grammatical changes have been made in the attached draft.

### *Codes of Ethics and Conduct*

- The Code of Ethics is contained in the ordinance and will be codified. It covers issues including conflicts of interest; gifts; requisite disclosures; the appearance of impropriety; advisory opinions; and complaints.
- The Code of Conduct is adopted with the Code of Ethics; however, it is a separate document that is not codified. It covers items including roles and responsibilities as well as policies and protocol related to conduct with councilmembers, board members, staff, and members of the public.

### *Virtual Participation and Virtual Meeting Policy*

The addition of equipment in the new Council Chambers allows more options than we had in the old Chambers and the proposed policy brings it more in line with current practices in other municipalities. Updates include the following:

- Allows for members to attend virtually if they are sick or traveling if it is feasible.
- Notes that if a member attending remotely has technical issues, the in-person meeting will continue without them.
- To facilitate a good meeting, it requires the meeting to be run by a member attending in person.
- Ensures members of the public will have the opportunity to give comments virtually.
- Allows the option of a fully virtual meeting if needed due to weather, safety, or other emergency.

**ATTACHMENT(S):**

1. Rules of Procedure - Clean
2. Rules of Procedure - Redlined
3. Code of Ethics Ordinance
4. Code of Conduct
5. Virtual Participation and Meeting Policy - Clean
6. Virtual Participation and Meeting Policy - Redlined



# Town of Erie Town Council

## Rules of Order & Meeting Procedures

**Number:** 1001.2026

Effective Date: <b>January 26, 2021</b>	Revision/Review Date: ____, <b>2026</b>	Prepared By: Kendra Carberry, Town Attorney
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### 1. Authority and Purpose

- 1.1 These Rules of Order and Procedure (the "Rules") may be temporarily uspended by a majority vote of the Council Members present. When making a motion to suspend these Rules, a Council Member shall specify which rule, procedure or part thereof is being temporarily suspended, and the purpose for which the rule is to be suspended. The vote on any suspension shall be entered upon the record.
- 1.2 These Rules may be amended or new rules may be adopted by a majority vote of the Council.

### 2. Meetings of the Town Council

- 2.1 **Regular Meetings:** The Town Council of the Town of Erie (the "Council") shall meet at least once each month in regular session. Generally, regular meetings are held on the second and fourth Tuesdays of each month beginning at 6:30 p.m. All Regular Meetings shall be held in the Council Chambers unless otherwise determined by the Council. The agenda for Regular Meetings shall be primarily devoted to the transaction of Town business requiring formal action by the Council. Public comment will be taken as noted on the agenda.
- 2.2 **Special Meetings:** Special Meetings are those held at any other time other than the date of the Regular Meetings, and are for the purpose of transacting limited municipal business that cannot otherwise be transacted in a timely fashion at a Regular Meeting. Such municipal business must be included in the notice of the meeting. Special Meetings may be called by the Town Clerk on the verbal request of a majority of the entire Council or by the Mayor, with at least 24 hours' notice provided to each Council Member. A Special Meeting may also be called by a motion at a Regular Meeting upon a majority vote of the Council. Public comments will be taken at Special Meetings as noted on the agenda.

- 2.3 **Study Sessions:** The Council may meet in a Study Session, to be held on a date requested by the Town Manager, for the purpose of receiving reports and updates and discussing Town business. No decisions can be made nor may any actions be taken at a study session. All actions taken and all decisions made must be approved at either a Regular or Special Meeting. Study Sessions are open to the public; however, no testimony or comments shall be received from the public at these meetings unless the presiding officer otherwise directs.

### 3. Council Meeting Participants

- 3.1 **Mayor:** The Mayor shall preside over meetings of the Council. The Mayor shall have the right to speak and to vote as any other Council Member. Duties of the Mayor as presiding officer include:
- a. Open the meeting at the appointed time and call the meeting to order.
  - b. Announce the business coming before the Council in accordance with the agenda-and introduce items of business.
  - c. Control the proceedings of the meeting and recognize Council Members, staff and members of the public who are entitled to the floor.
  - d. State or cause to be stated and put to a vote all questions that legitimately come before the Council and announce the results of the vote. Although not prohibited, the presiding officer generally does not propose a motion.
  - e. Enforce these Rules.
  - f. Decide all questions of order.
  - g. Adjourn the meeting.
- 3.2 **Mayor Pro Tem:** At the first regular meeting of the new year following each election, the Council shall elect from within its membership a Mayor Pro Tem, who shall become the acting Mayor in the absence of the Mayor, with the same duties and responsibilities of the Mayor.
- 3.3 **Temporary Chair:** In the event both the Mayor and the Mayor Pro Tem are absent from a meeting, the Town Clerk shall call the Council to order and call the roll. If a quorum is present, the Council shall elect by a majority vote a Temporary Chair who will preside over the meeting. If either the Mayor or the Mayor Pro Tem arrive late to the meeting, the Temporary Chair shall relinquish the chair to the Mayor or Mayor Pro Tem.
- 3.4 **Absences:** In the event a Council Member will be absent, the Council Member should notify the Mayor or the Town Clerk as soon as possible prior to the Council meeting.

- 3.5 **Executive staff:** The Town Manager and the Town Attorney, or their designees, shall attend all meetings of the Council. They shall have the ability to take part in all discussions of the Council, but shall have no votes. The Town Attorney, upon request of the Council, shall provide either a written or oral opinion on questions of law.
- 3.6 **Town Clerk:** The Town Clerk, or designee, shall attend all meetings of the Council and shall keep the official minutes of proceedings and perform other such duties as may be requested by the Council.
- 3.7 **Other Municipal Employees:** The head of any department or any employee of the Town, as directed by the Town Manager, shall attend meetings of the Council.

#### 4. **Agenda & Notice of Meetings**

- 4.1 Each meeting agenda shall be set by the Mayor and Town Manager. Items to be included on the agenda may be submitted by the Mayor, the Town Manager, or a majority of the Council. Council Members wishing to place an item on the agenda must first consult with the Mayor.
- 4.2 The Town Clerk shall maintain an "Advance Agenda" listing the meeting schedule and issues the Town Manager anticipates presenting to the Council at each meeting. The Town Clerk shall update the Advance Agenda at least bi-weekly and shall provide an electronic copy of the most recent update at least 5 days prior to each Council meeting.
- 4.3 The Town Clerk shall prepare all agendas upon the direction of the Town Manager.
- 4.4 At any point in the Council meeting, any Council Member, when recognized by the presiding officer or when in possession of the floor, may request that a new item be placed on a future agenda. Such a request shall be made in a formal manner, such as: "I request \_\_\_\_\_ be placed on the agenda for (the next) (a specific future) meeting." If a second is obtained, then a discussion and vote shall be taken.
- 4.5 No later than Friday preceding each Tuesday Council meeting, the Town Clerk will publish on the Town's website a packet including the agenda for the next meeting showing the order of business. Unsigned written or anonymous communications shall not be included in the packet.
- 4.6 A notice of meeting shall be published on the Town's website at least 24 hours prior to a Regular Meeting, Special Meeting or Study Session. Any other notice

allowable by law shall be permissible. Notices shall be published as designated by the Council by resolution at the beginning of each calendar year.

**5. Proclamations.** Procedure and policy for placing a proclamation on the Council agenda is as follows:

Purpose:

- a. Ceremonial and used for recognition for local person, event, etc.
- b. To honor persons or groups who impact the Town.
- c. Nationally recognized events or activities with local interest.
- d. Non-controversial and non-political.
- e. Should not be subject to strong differences of opinion in the community.
- f. Should not have policy implications.
- g. Should not contain facts and figures that need to be verified.

Procedure:

- a. Proclamations require a Council sponsor - staff will work with the Council to see who will sponsor.
- b. A draft shall be submitted at least two weeks prior to the Council meeting – the Town may edit the draft.
- c. Staff circulates the proclamation to the Council prior to scheduling so the Council can advise staff of any objection.
- d. If no objections, the proclamation will be scheduled.
- e. When applicable, a representative should be there to accept the proclamation.

**6. Meeting Procedures**

6.1 The order of business shall be as follows (unless modified by a majority vote of the Council Members present):

- a. **Call to Order**
- b. **Pledge of Allegiance and Roll Call**
- c. **Approval of Agenda.** The Town Manager will advise Council Members of items which need to be added to or deleted from the agenda, Council Members may request addition or removal of agenda items at this time.
- d. .
- e. **Consent Agenda.** The Town Manager will put on the Consent Agenda items for Council approval without discussion or debate. Prior to the

motion to approve, a Council Member may request removal of an item on the Consent Agenda. Items removed will be considered under "General Business" in the order they appeared on the agenda.

- f. **Public Comment.** This period is the opportunity for members of the public to comment for up to 3 minutes on any matter not on the agenda or scheduled for public hearing or public comment. Speakers may pool time with one other person who is in attendance for a maximum of 6 minutes. The Council shall not take action on items not on the meeting agenda. However, the Council may direct that issues raised during this period be considered on a subsequent agenda, and simple questions may be answered at the presiding officer's direction. To ensure the Council is able to consider issues already on the meeting agenda, if public comment during this period takes more than 45 minutes, the presiding officer may defer additional public comment to the end of the meeting or to a subsequent meeting.
- g. **General Business.** Proclamations, Appointments, Presentations, Resolutions, Ordinances and other matters.
- h. **Staff Reports.** Information or staff items that do not require action by the Council.
- i. **Council Reports** Information sharing, appointments and discussion of items not on the agenda.
- j. **Executive Session** (as needed). An Executive Session may be scheduled anywhere on the agenda as determined to be appropriate by the Council.
- k. **Adjournment**

## 6.2 **Public Comment Procedures.**

- a. In addition to the period reserved for public comment on matters not on the agenda, members of the public shall have the opportunity to comment on Resolutions and Ordinances, and other matters before the Council as determined by the presiding officer or applicable law, during the time designated for Public Comment on that matter and when recognized by the presiding officer. Each person shall first sign a public comment sheet listing their name and the specific agenda item on which they would like to comment. Public comment sheets will be prepared by the Town Clerk.
- b. The Town Clerk will call the names of the persons who indicated they wished to speak in the order they signed up.
- c. Prior to making comments, each person will, for the record, give their name and state whether they are an Erie resident.
- d. Each person will be permitted to speak during the designated times for Public Comment for a period of time not to exceed 3 minutes. Speakers

my pool time with one other person who is in attendance for a maximum of 6 minutes. The Town Clerk will operate the speaker's timing system and monitor the speaker's time. The timing system will not apply to Council Members, Town staff, or presentations by applicants or petitioners.

- 6.3 **Electronic Participation:** No Council Member may attend a Regular Meeting, Special Meeting, or Executive Session by electronic means except as provided by the Town's Virtual Participation and Virtual Meeting Policy.
- 6.4 **Executive Sessions:** All information and discussions taking place in an Executive Session shall remain confidential and shall not be released in any form, repeated or shared, by any participant in the Executive Session unless by a majority vote of the Council, at which point, the participants are released from the confidentiality requirement set forth herein.
- 6.5 **Meeting Minutes:** The Town Clerk shall prepare meeting minutes, which shall be primarily a record of the action taken at the meeting, not what was said. The minutes shall contain a separate paragraph for each item or subject matter, and should reflect each item considered and the disposition of each motion or matter on which action is taken. Comments by Council Members or the public may be summarized. The minutes may be corrected or amended by motion of a Council Member. If the correction is minimal or insubstantial (incorrect spelling, etc.), it is preferable to contact the Town Clerk prior to the meeting. A corrected copy of the minutes shall then be prepared for approval by the Council at its meeting.
- 6.6 **Recess:** The presiding officer may call a recess not to exceed 20 minutes at any time during a meeting to determine a rule of order or at the request of a majority of the Council. The presiding officer may call a recess at any time between items of business.

## 7. Voting

- 7.1 Votes may be taken either by voice vote or by roll call vote. A voice vote is achieved by asking those in favor of an item to indicate such as a group and then by asking those in opposition to an item to likewise indicate such as a group. A roll call vote is achieved by having each Council Member individually indicate their vote either in favor of or in opposition to the item. All votes are announced by the Mayor with the assistance of the Town Clerk, as necessary.
- 7.2 Roll call votes are recorded in the minutes and indicate the names of the Council Members who voted in opposition. Any Council Member may call for a roll call vote at any time.

- 7.3 The order of a roll call vote shall rotate with each vote taken, with the exception that the presiding officer shall always cast the last vote of the roll call.
- 7.4 All Council actions require an affirmative vote of a majority of the Council, except that Executive Sessions require an affirmative vote of 2/3 of the quorum present, and emergency ordinances require an affirmative vote of 2/3 of the entire Council. All other actions may be approved by a majority of those present, unless specified by the Charter. No votes may be taken unless a quorum of 4 Council Members is present, except a vote to continue the meeting and all agenda items to a date certain.
- 7.5 All ordinances appropriating funds and all emergency ordinances require a roll call vote.
- 7.6 No Council Member may abstain from voting unless they indicate a conflict of interest, as defined by state law or the Erie Municipal Code. In that case, the Council Member should state the conflict, step down from the Council platform and leave the chambers during the discussion and vote. If any Council Member attempts to abstain in any other circumstance, the refusal shall be counted as an affirmative vote.
- 7.7 In case of a tie vote on any motion, the motion shall be considered defeated.

## **8. Motions**

- 8.1 All matters before the Council shall be introduced by motion. A motion refers to a formal proposal by a Council Member upon which the Council may take action. Motions are generally introduced by voice. However, if the motion is long or involved, motions should be put in writing. Motions shall be put in writing if requested by 2 Council Members.
- 8.2 All motions must be seconded in order for discussion to occur.
- 8.3 The following steps shall be taken for the presentation and disposition of motions:
  - a. The presiding officer recognizes a Council Member.
  - b. The Council Member proposes a motion.
  - c. Another Council Member seconds the motion.
  - d. The presiding officer may cause the motion to be restated.

- e. The Council debates/discusses the motion (amendments to the motion or other substitute motions may be made during the debate/discussion).
- f. At the conclusion of the debate/discussion, the presiding officer may cause the motion to be restated.
- g. The vote is taken and the presiding officer announces the results of the vote.

8.4 The following motions are the most commonly used:

- a. **Motion to amend:** A motion to amend may take the form of inserting, striking out or striking out and inserting words, sentences, or paragraphs. A motion to amend must be pertinent to the main motion. It is proper to make a motion to amend an amendment. Motions shall be discussed in the reverse order from which they were proposed.
- b. **Motion to continue:** A motion to continue has the effect of moving an item to a future agenda. The motion shall include the date to which the item is being continued.
- c. **Motion to lay on the table:** This motion is used to set aside an item currently under discussion for a more pressing matter. It is not used to "kill" a matter. Once the more pressing matter has been disposed with, a motion to take from the table is in order. This motion shall be made at the same Council meeting or at the next Regular or Special Meeting.
- d. **Motion to postpone indefinitely:** Approval of this motion effectively "kills" the item and no further discussion can be held. If the motion fails, discussion on the motion, and a vote, can be had. Reconsideration of a Motion postponed indefinitely shall require the affirmative vote of a majority of the Council.
- e. **Motion to move the previous question:** This motion is used to cut off debate and to bring an immediate vote on the pending motion. A Motion to move the previous question requires a 2/3 vote of those present. This motion cannot be made while a Council Member has the floor. A vote is first taken on the motion; if successful, debate is halted and a vote on the main motion is made. If the vote on the motion to move the previous question fails, debate on the main motion may continue.
- f. **Motion to reconsider:** Any action taken by the Council may be reconsidered. A motion to reconsider must be made at the same meeting at which the action occurred, or at the next following Regular or Special meeting. The motion must be made by a Council Member who voted on the prevailing side and that Council Member shall so state that in the motion. A vote is then taken on the motion to reconsider. The passage of a motion to reconsider suspends all action on the original motion. The original question is then placed before the Council

in the exact form it was in when previously adopted. Once the vote is taken and the results determined, no further reconsideration can be granted.

- 8.5 Any motion may be withdrawn prior to a vote on that motion with the concurrence of the person seconding the motion.
- 8.6 When a main motion is before the Council, no other business or motion may be brought before the Council except for a secondary or subsidiary motion as follows: (a) motion to amend, (b) motion to continue, (c) motion to lay on the table, (d) motion to postpone indefinitely, (e) motion to move the previous question, or (f) motion to refer. These subsidiary motions [(a) through (f)] shall have precedence in the order indicated.

## **9. Council Chambers**

- 9.1 The Council Chambers shall be under the supervision and control of the Town Clerk when the Council is not in session.
- 9.2 The Chambers shall be used primarily for the transaction of public business of the Town.
- 9.3 Members shall occupy seats in the Chambers as assigned to them by the Mayor, except that the Mayor Pro Tem shall occupy the seat immediately to the right of the Mayor. New seat assignments shall be made after each regular municipal election.
- 9.4 The Chief of Police, or their designee, shall maintain the peace in the Chambers.



# Town of Erie Town Council Rules of Order & Meeting Procedures

Number: 1001.2026

Effective Date: <b>January 26, 2021</b>	Revision/Review Date: <del>October 28</del> ____, <del>2026</del> <b>5</b>	Prepared By: Kendra Carberry, Town Attorney
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## 1. Authority and Purpose

- 1.1 These Rules of Order and Procedure (the "Rules") may be temporarily suspended by a majority vote of the Council Mmembers present. When making a motion to suspend these Rules, a Council Mmember shall specify which rule, procedure or part thereof is being temporarily suspended, and the purpose for which the rule is to be suspended. The vote on any suspension shall be entered upon the record.
- 1.2 These Rules may be amended or new rules may be adopted by a majority vote of the Council members.

## 2. Meetings of the Town Council

- 2.1 **Regular Meetings:** The Town Council of the Town of Erie (the "Council") shall meet at least once each month in regular session. Generally, regular meetings are held -on the second and fourth Tuesdays of each month beginning at 6:30 p.m. All Regular Meetings shall be held in the Council Chambers unless otherwise determined by the Council. The agenda for Regular Meetings shall be primarily devoted to the transaction of Town business requiring formal voting action by the Council. Public comment will be taken as noted on the agenda.
- 2.2 ~~**Pre-Meeting:** Prior to the convening of a regular Council meeting, the Council may meet to review that night's agenda.~~
- 2.2 **Special Meetings:** Special Meetings are those held at any other time other than the date of the Regular Meetings, and are for the purpose of transacting limited municipal business that cannot otherwise be transacted in a timely fashion at a Regular Meeting. Such municipal business must be included in the notice of the meeting. Special Meetings may be called by the Town Clerk on the verbal request of a majority of the entire Council or by the Mayor, with at least ~~twenty-four (24)~~ hours' notice provided to each Councilm-Member. as

~~follows: by the Mayor; at the verbal or written request of 3 members of the Council; or by the Town Manager. Notice of the Special Meeting shall be in writing to each of the members of the Council, and such written notice may be via electronic means including e-mail and facsimile. A Special Meeting may also be called by a motion at a Regular Meeting upon, and with the approval of a majority vote of the Council. Public comments will be taken at Special Meetings as noted on the agenda.~~

- 2.3 **Study Sessions:** The Council may meet in a Study Session, to be held on a date requested by the Town Manager, for the purpose of receiving reports and updates and discussing Town business. No decisions can be made nor may any actions be taken at a study session. All actions taken and all decisions made must be approved at either a Regular or Special Meeting. Study Sessions are open to the public; however, no testimony or comments shall be received from the public at these meetings unless the presiding officer otherwise directs ~~at the Study Session. A Council member may attend a Study Session by electronic means if they are unable to attend in person.~~

### 3. Council Meeting Participants

- 3.1 **Mayor:** The Mayor shall preside over meetings of the Council. The Mayor shall have the right to speak and to vote as any other ~~Council Member of the Council~~. Duties of the Mayor as presiding officer include:
- a. Open the meeting at the appointed time, and call the meeting to order.
  - b. Announce the business coming before the Council in accordance with the agenda and introduce items of business.
  - c. Control the proceedings of the meeting and recognize Council ~~M~~members, staff and members of the public who are entitled to the floor.
  - d. State or cause to be stated and put to a vote all questions that legitimately come before the Council and announce the results of the vote. Although not prohibited, the presiding officer generally does not propose a motion.
  - e. Enforce the ~~se Rules Council's rules relating to debate, order, and decorum at meetings~~.
  - f. Decide all questions of order.
  - g. Adjourn the meeting.
- 3.2 **Mayor Pro Tem:** At the first regular meeting of the new year following each election, the Council shall elect from within its membership a Mayor Pro Tem, who shall become the acting Mayor in the absence of the Mayor, with the same duties and responsibilities of the Mayor.
- 3.3 **Temporary Chair:** In the event both the Mayor and the Mayor Pro Tem are absent from a meeting, the Town Clerk shall call the Council to order and call

the roll. If a quorum is present, the Council shall elect by a majority vote a Temporary Chair who will preside over the meeting. ~~If either until the arrival of the Mayor or the Mayor Pro Tem arrive late to the meeting, at which time the Temporary Chair shall relinquish the chair to the Mayor or Mayor Pro Tem upon conclusion of the business immediately before the Council.~~

- 3.4 ~~**Council members:** All Council members have the right to full participation in all meetings. Council members are expected to attend all Regular Meetings, Special Meetings and Study Sessions.~~
- 3.5 **Absences:** In the event a Council ~~M~~member will be absent, the Council ~~M~~member should notify the Mayor or the Town Clerk as soon as possible prior to the Council meeting.
- 3.6 **Executive staff:** The Town Manager and the Town Attorney, or their designees, shall attend all meetings of the Council. They shall have the ability to take part in all discussions of the Council, but shall have no votes. The Town Attorney, upon request of the Council, shall provide either a written or oral opinion on questions of law.
- 3.7 **Town Clerk:** The Town Clerk, or designee, shall attend all meetings of the Council and shall keep the official minutes of proceedings and perform other such duties as may be requested by the Council.
- 3.8 **Other Municipal Employees:** The head of any department or any employee of the Town, as directed by the Town Manager, shall attend meetings of the Council.

#### 4. Agenda & Notice of Meetings

- 4.1 ~~Each meeting~~The agenda shall be set by the Mayor and Town Manager. Items to be included on the agenda may be submitted by the Mayor, ~~members of the Council,~~ the Town Manager, or ~~a majority of the Council~~by staff. Council ~~M~~members wishing to place an item on the agenda must first consult with the Mayor; ~~an item may be placed on the agenda at the direction of a majority of the Council at a meeting or Study Session.~~
- 4.2 The Town Clerk shall maintain an "Advance Agenda" listing the meeting schedule and issues the Town Manager anticipates presenting to the Council at each meeting. The Town Clerk shall update the Advance Agenda at least bi-weekly and shall provide an electronic copy of the most recent update at least 5 days prior to each Council meeting.
- 4.3 The Town Clerk shall prepare all agendas upon the direction of the Town Manager.

- 4.4 At any point in the Council meeting, any Council ~~M~~member, when recognized by the presiding officer or when in possession of the floor, may request that a new item ~~(not currently on the agenda)~~ be placed ~~on the current Council meeting agenda or~~ on a future agenda. Such a request shall be made in a formal manner, such as: "I request \_\_\_\_\_ be placed on the agenda for ~~(this)~~ (the next) (a specific future) meeting." If a second is obtained, then a discussion and vote shall be taken ~~on the Council Member's request. If a majority of those Council Members present vote in the affirmative, then the request shall be granted~~
- 4.5 No later than Friday preceding ~~each Tuesday Council~~the Regular meeting, the Town Clerk will publish on the Town's website a packet including the agenda for the next meeting showing the order of business. Unsigned written or anonymous communications shall not be included in the packet.
- 4.6 ~~Included in the packet will be a summary of items expected to come before the Council at its next Regular meeting and the information prepared and compiled by Town staff for each item.~~
- 4.7 A notice of meeting shall be published on the Town's website at least 24 hours prior to a Regular Meeting, Special Meeting or Study Session. Any other notice allowable by law shall be permissible. Notices shall be published as designated by the Council by resolution at the beginning of each calendar year.
- 4.8 ~~In the event that an Executive Session will be held at a time other than in conjunction with a Regular or Special Meeting, notice of such Executive Session and its purpose shall be published on the Town's website at least 24 hours prior to the meeting.~~

**4.1 Proclamations.** Procedure and policy for placing a proclamation on the Council agenda is as follows:

PurposeURPOSE:

- a. Ceremonial and used for recognition for local person, event, etc.
- b. To honor persons or groups who impact the Town.
- c. Nationally recognized events or activities with local interest.
- d. Non-controversial and non-political.
- e. Should not be subject to strong differences of opinion in the community.
- f. Should not have policy implications.
- g. Should not contain facts and figures that need to be verified.

## ProcedurePROCEDURE:

- a. Proclamations require a Council sponsor - staff will work with the Council to see who will sponsor.
- b. A draft shall be submitted at least two weeks prior to the Council meeting – the Town may edit the draft.
- c. Staff circulates the proclamation to the Council prior to scheduling so the Council can advise staff of any objection.
- d. If no objections, the proclamation will be scheduled.
- e. When applicable, a representative should be there to accept the proclamation.

## 5. Meeting Procedures

5.1 The order of business shall be as follows (unless modified by a majority vote of the Council Mmembers present):

- a. **Call to Order**
- b. **Pledge of Allegiance and Roll Call**
- c. **Approval of Agenda.** The Town Manager will advise Council Mmembers of items which need to be added to or deleted from the agenda, Council Mmembers may request addition or removal of agenda items at this time. ~~Amendments to the order of business or the agenda must be approved by a majority of the Council members present.~~
- d. ~~**Election Related Actions.** After each municipal election, the newly elected members shall be sworn in by the Town Clerk, the Council shall elect the Mayor Pro Tem, the Council shall appoint the Town Officers (Town Manager, Town Attorney, Town Treasurer and Town Clerk) and the Town Clerk shall swear in said Officers.~~
- e. **Consent Agenda.** The Town Manager will put on the Consent Agenda items for Council approval without discussion or debate. Prior to the motion to approve, a Council Mmember may request removal of an item on the Consent Agenda. Items removed will be considered under “General Business” in the order they appeared on the agenda.
- f. **Public Comment.** This period is the opportunity for members of the public to comment for up to 3 minutes on any matter not on the agenda or scheduled for public hearing or public comment. ~~Speakers may pool time with one other person who is in attendance for a maximum of 6 minutes.~~ The Council shall not take action on items not on the meeting agenda. However, the Council may direct that issues raised during this period be considered on a subsequent agenda, and simple questions may be answered at the presiding officer’s direction. To ensure the Council is able to consider issues already on the meeting agenda, if public comment

during this period takes more than 45 minutes, the presiding officer may defer additional public comment to the end of the meeting or to a subsequent meeting.

- g. **General Business.** ~~Under this agenda category the Council shall consider~~ Proclamations, Appointments, Presentations, Resolutions, Ordinances and other matters. ~~The order of matters shall be that most conducive to public involvement and the efficient use of the Council's, presenter's and Town staff's time.~~
- h. **Staff Reports.** Information or staff items that do not require action by the Council.
- i. **Council Reports** Information sharing, appointments and discussion of items not on the agenda.
- j. **Executive Session** (as needed). An Executive Session may be scheduled anywhere on the agenda as determined to be appropriate by the Council.
- k. **Adjournment**

## 5.2 Public Comment Procedures.

- a. In addition to the period reserved for public comment on matters not on the agenda, members of the public shall have the opportunity to comment on Resolutions and Ordinances, and other matters before the Council as determined by the presiding officer or applicable law, during the time designated for Public Comment on that matter and when recognized by the presiding officer. Each person shall first sign a public comment sheet listing their name, ~~address, telephone number,~~ and the specific agenda item on which they ~~want would like~~ to comment. Public comment sheets will be prepared by the Town Clerk.
- b. The Town Clerk will ~~deliver the comment sheets to the presiding officer, who will~~ call the names of the persons who indicated they wished to speak in the order they signed up.
- c. Prior to making comments, each person will, for the record, give their name and ~~state whether they are an Erie resident address town of residence. If they neglect to do this, the Town Clerk will ask for this information.~~
- d. Each person will be permitted to speak during the designated times for Public Comment for a period of time not to exceed ~~three (3)~~ minutes. ~~Speakers my pool time with one other person who is in attendance for a maximum of 6 minutes.~~ The Town Clerk will operate the speaker's timing system and monitor the speaker's time. The timing system will not apply to Council ~~M~~members, Town staff, or presentations by applicants or petitioners.

### 5.3 ~~Order:~~

- a. ~~The presiding officer reads title of ordinance or resolution into the record.~~
- b. ~~Staff presentation.~~
- c. ~~Applicant/petitioner presentation.~~
- d. ~~Public comment.~~
- e. ~~Public comment closed.~~
- f. ~~Council deliberation.~~
- g. ~~Council motion and action.~~

**5.45.3 Electronic Participation:** No Council ~~M~~member may attend a Regular Meeting, ~~or~~ Special Meeting, ~~or~~ an Executive Session by electronic means, ~~including by telephone, computer or any other device~~ except as provided by the Town's Virtual Participation and Virtual Remote Meeting Policy.

**5.55.4 Executive Sessions:** All information and discussions taking place in an Executive Session shall remain confidential and shall not be released in any form, repeated or shared, by any participant in the Executive Session unless by a majority vote of ~~the majority of~~ the Council, at which point, the participants are released from the confidentiality requirement set forth herein.

**5.65.5 Meeting Minutes:** The Town Clerk shall prepare meeting minutes, which shall be primarily a record of the action taken at the meeting, not what was said ~~by members of the Council~~. The minutes shall contain a separate paragraph for each item or subject matter, and should reflect each item considered and the disposition of each motion or matter on which action is taken. Comments by Council ~~M~~members or the public may be summarized. The minutes may be corrected or amended by motion of a Council ~~M~~member. If the correction is minimal or insubstantial (incorrect spelling, etc.), it is preferable to contact the Town Clerk prior to the meeting. A corrected copy of the minutes shall then be prepared for approval by the Council at its meeting.

5.7 **Recess:** The presiding officer may call a recess not to exceed ~~(20)~~ minutes at any time during a meeting to determine a rule of order or at the request of a majority of the Council. The presiding officer may call a recess at any time between items of business.

## 6. Voting

6.1 Votes may be taken either by voice vote or by roll call vote. A voice vote is achieved by asking those in favor of an item to indicate such as a group and then by asking those in opposition to an item to likewise indicate such as a group. A roll call vote is achieved by having each Council ~~M~~member individually

indicate their vote either in favor of or in opposition to the item. All votes are announced by the Mayor with the assistance of the Town Clerk, as necessary.

- 6.2 Roll call votes are recorded in the minutes and indicate the names of the Council Mmembers who voted in opposition. Any Council Mmember may call for a roll call vote at any time.
- 6.3 The order of a roll call vote shall rotate with each vote taken, with the exception that the presiding officer shall always cast the last vote of the roll call.
- 6.4 All ~~Council actions, ordinances, resolutions, and orders for the appropriation of funds~~ require an affirmative vote of a majority of the Council, ~~except that:~~ Executive Sessions require an affirmative vote of 2/3 of the quorum present, and emergency ordinances require an affirmative vote of ~~3/4~~ 2/3 of the entire Council. All other actions may be approved by a majority of those present, ~~unless specified by the Charter~~. No votes may be taken unless a quorum of 4 Council Mmembers is present, except a vote to continue the meeting and all agenda items to a date certain.
- 6.5 All ordinances ~~and resolutions approving the expenditure of appropriating funds~~ and all emergency ordinances require a roll call vote.
- 6.6 No Council Mmember may abstain from voting ~~unless, except if~~ they indicate a conflict of interest, as defined by state law or the Erie Municipal Code. In that case, the Council Mmember should state the conflict, step down from the Council platform and leave the chambers during the discussion and vote. If any Council Mmember attempts to abstain in any other circumstance, the refusal shall be counted as an affirmative vote.
- 6.7 In case of a tie vote on any motion, the motion shall be considered defeated.

## 7. Motions

- 7.1 All matters before the Council shall be introduced by motion. A motion refers to a formal proposal by a Council Mmember upon which the Council may take action. Motions are generally introduced by voice. However, if the motion is long or involved, motions should be put in writing. Motions shall be put in writing if requested by 2 Council Mmembers.
- 7.2 All motions must be seconded in order for discussion to occur.
- 7.3 The following steps shall be taken for the presentation and disposition of motions:

- a. The presiding officer recognizes a Council [M](#)member.
- b. The Council [M](#)member proposes a motion.
- c. Another [C](#)ouncil [M](#)member seconds the motion.
- d. The presiding officer may cause the motion to be restated.
- e. The Council debates/discusses the motion (amendments to the motion or other substitute motions may be made during the debate/discussion).
- f. At the conclusion of the debate/discussion, the presiding officer may cause the motion to be restated.
- g. [T](#)he [v](#)ote is taken and the presiding officer announces the results of the vote.

7.4 The following motions are the most commonly used:

- a. **Motion to amend:** A motion to amend may take the form of inserting, striking out or striking out and inserting words, sentences, or paragraphs. A motion to amend must be pertinent to the main motion. It is proper to make a motion to amend an amendment. Motions shall be discussed in the reverse order from which they were proposed.
- b. **Motion to continue:** A motion to continue has the effect of moving an item to a future agenda. The motion shall include the date to which the item is being continued.
- c. **Motion to lay on the table:** This motion is used to set aside an item currently under discussion for a more pressing matter. It is not used to "kill" a matter. Once the more pressing matter has been disposed with, a motion to take from the table is in order. This motion shall be made at the same Council meeting or at the next Regular or Special Meeting.
- d. **Motion to postpone indefinitely:** Approval of this motion effectively "kills" the item and no further discussion can be held. If the motion fails, discussion on the motion, and a vote, can be had. Reconsideration of a Motion postponed indefinitely shall require the affirmative vote of a majority of the Council.
- e. **Motion to move the previous question:** This motion is used to cut off debate and to bring an immediate vote on the pending motion. A Motion to move the previous question requires a 2/3 vote of those present ~~to prevail~~. This motion cannot be made while a Council [M](#)member has the floor. A vote is first taken on the motion; if successful, debate is halted and a vote on the main motion is made. If the vote on the motion to move the previous question fails, debate on the main motion may continue.

- f. **Motion to reconsider:** Any action taken by the Council may be reconsidered. A motion to reconsider must be made at the same meeting at which the action occurred, or at the next following Regular or Special meeting. The motion must be made by a Council ~~M~~member who voted on the prevailing side and that Council ~~M~~member shall so state that in the motion. A vote is then taken on the motion to reconsider. The passage of a motion to reconsider suspends all action on the original motion. The original question is then placed before the Council in the exact form it was in when previously adopted. Once the vote is taken and the results determined, no further reconsideration can be granted.

7.5 Any motion may be withdrawn prior to a vote on that motion with the concurrence of the person seconding the motion.

7.6 When a main motion is before the Council, no other business or motion may be brought before the Council except for a secondary or subsidiary motion as follows: (a) motion to amend, (b) motion to continue, (c) motion to lay on the table, (d) motion to postpone indefinitely, (e) motion to move the previous question, or (f) motion to refer. These subsidiary motions [(a) through (f)] shall have precedence in the order indicated.

## 8. Council Chambers

8.1 The Council Chambers shall be under the supervision and control of the Town Clerk when the Council is not in session.

8.2 The Chambers shall be used primarily for the transaction of public business of the Town.

8.3 Members shall occupy seats in the Chambers as assigned to them by the Mayor, except that the Mayor Pro Tem shall occupy the seat immediately to the right of the Mayor. New seat assignments shall be made after each regular municipal election.

8.4 The Chief of Police, or their designee, shall maintain the peace in the Chambers.

~~8.5 — Smoking is prohibited in the Chambers and all areas of Town Hall.~~

**Town of Erie**  
**Ordinance No. \_\_\_\_\_**

**An Ordinance of the Town Council of the Town of Erie Repealing  
Section 1-5-5 of the Erie Municipal Code and Repealing and  
Reenacting Chapter 7 of Title 1 of the Erie Municipal Code, All  
Regarding the Town Code of Conduct and Ethics**

**Whereas**, the Town of Erie Home Rule Charter, at Section 3.01, requires the Town Council to adopt and maintain a Code of Conduct and Ethics by ordinance, which shall address Town Council conflicts of interest and behavior; and

**Whereas**, the Town Council finds it is in the best interest of the public health, safety and welfare to adopt this Code of Conduct and Ethics.

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

**Section 1.** Section 1-5-5 of the Erie Municipal Code is hereby repealed in its entirety.

**Section 2.** Chapter 7 of Title 1 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

**Chapter 7**  
**Code of Conduct and Ethics**

**1-7-1 – Purpose and applicability.**

A. *Intent.* It is the intent of the Town that its elected officials and appointees adhere to high levels of ethical conduct, honesty, integrity and accountability so that the public shall have confidence that people in positions of public responsibility are acting for the benefit of the public. This Code of Conduct and Ethics (the "Code") is within the Town's home rule authority and a proper exercise of the Town Council's legislative authority, and supersedes any other applicable Colorado law, including without limitation Article XXIV of the Colorado Constitution.

B. *Applicability.* This Code applies to the Mayor, Town Council Members, and members of all Town boards, commissions and committees (each a "Public Servant").

**1-7-2 – No private right of action.**

Nothing in this Code creates a private right of action against the Town or against any Public Servant based upon noncompliance with its provisions. Authority to enforce compliance with this Code is vested exclusively in the Town.

### **1-7-3 – Definitions.**

For purposes of this Chapter, the following terms shall have the following meanings:

*Business:* A corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.

*Financial interest:* Any interest equated with money or its equivalent, excluding:

1. The interest that a Public Servant or relative has as an employee of a business or, as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the Public Servant or relative;

2. The interest that a Public Servant or relative has as a non-salaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization;

3. The interest that a Public Servant or relative has as a recipient of public services when such services are generally provided by the Town on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is a Public Servant or relative;

4. The interest that a Public Servant or relative has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lawfully established financial or lending institution;

5. The interest that a Public Servant or relative has as a shareholder in a mutual or common investment fund in the holdings of such fund, unless the shareholder actively participates in the management of such fund;

6. The interest that a Public Servant or relative has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of the Public Servant, could immediately, definitely and measurably affect the value of such policy, deposit or similar interest;

7. The interest that a Public Servant or relative has as an owner of government-issued securities unless the discretionary act of such owner, as a Public Servant, could immediately, definitely and measurably affect the value of such securities; or

8. The interest that a Public Servant has in the compensation received from the Town for services provided to the Town as a Public Servant.

*Gift:* A payment, subscription, advance, favor, discount, promise of future employment, forbearance, deposit of money, goods, services, or anything of value given, unless consideration of equal or greater value is received in exchange.

*Personal interest:* Any interest, other than a financial interest, by reason of which a Public Servant, or a relative of such Public Servant, would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. Personal interest shall not include:

1. The interest that a Public Servant or relative has as a member of a board, commission, committee, or authority of another governmental entity, of a nonprofit corporation or association, or of an educational, religious, charitable, fraternal, or civic organization;

2. The interest that a Public Servant or relative has in the receipt of public services when such services are generally provided by the Town on the same terms and conditions to all similarly situated citizens; or

3. The interest that a Public Servant has in the compensation, benefits, or terms and conditions of their employment with the Town.

*Relative:* A spouse, domestic partner, parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, great grandparent, great grandchild, first cousin, or any person residing in and sharing with the Public Servant the expenses of the household.

#### **1-7-4 – Gifts.**

A. *Gifts prohibited.* A Public Servant shall not accept any gift if:

1. The Public Servant is in a position to take direct official action with regard to the giver of the gift; or

2. The Town has a transactional, business, or regulatory relationship with the giver of the gift.

B. *Exceptions.* Provided that the gift could not be reasonably considered a bribe or a means of improper influence on a direct official action, none of the following shall be considered gifts:

1. Campaign contributions as permitted by law.

2. An unsolicited item or items of value less than the dollar amount established and adjusted in Article XXIX, Section 3(6) of the Colorado Constitution, per vendor or third-party per year. In valuing the unsolicited item or items:

a. The cost of the gift is the retail value of the item unless the receiver has knowledge that the giver paid more than the retail value, in which case the cost is the amount actually paid.

- b. For a charity event, the cost of the event is the amount the event organizer reports to the Internal Revenue Service as the non-deductible portion of the event.
- c. It is not permissible to pay part of the cost of a gift that is offered with a value exceeding the amount set forth in this subsection to reduce the value to less than the amount set forth in this subsection to accept the gift.
3. An unsolicited token or award of appreciation that is reasonable in value and purpose given the position and responsibility of the Public Servant, such as a plaque or professional award.
4. Items of perishable or nonpermanent value, including without limitation meals, lodging, travel expenses, or tickets to sporting, recreational, education, or cultural events provided that the value of the item is reasonable and would be customarily accepted when considering the Public Servant's position, responsibility, and role in the Town.
5. Tickets or entry fees to an event expressly advertised for the purpose of benefiting and advancing the purpose of a non-profit organization.
6. Unsolicited informational material, publications, or subscriptions related to the Public Servant's performance of duties within the scope of elected or appointed office or employment.
7. Admission to, and the cost of food or beverages consumed at, a reception, meal or meeting by an organization before whom the Public Servant appears in an official, representative capacity to speak or to answer questions as part of a scheduled program.
8. Reasonable expenses paid by a nonprofit organization or federal, state, or local government for attendance at a convention, fact-finding mission or trip, or other meeting if the Public Servant is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the state or local government.
9. A gift from an individual who is a relative or personal friend on a special occasion.
10. Compensation or benefits given in the normal course of employment, appointment, volunteer services, or business.
11. A scholarship, grant or other financial aid for education.
12. Awards or prizes given at competitions or drawings at events open to the public.
13. Discounts that are offered to the public generally or to a large segment of the public.

14. Any exemption granted or recognized under State or federal law.

15. Any other exception specified in an advisory opinion issued pursuant to Section 1-7-11.

C. *Reporting required.* Any gift exceeding twenty-five dollars (\$25.00) in value shall be reported to the Town Clerk in writing within ten (10) days of receipt.

#### **1-7-5 – Conflict of interest.**

A. *Sales to the Town.* A Public Servant or relative of a Public Servant shall not have a financial interest in the sale to the Town of any real or personal property, equipment, material, supplies or services if:

1. Such Public Servant is a Town Council Member;
2. Such Public Servant exercises, directly or indirectly, any decision-making authority on behalf of the Town concerning such sale; or
3. In the case of services, such Public Servant exercises any supervisory authority over the services to be rendered.

B. *Purchases from the Town.* A Public Servant or relative shall not, directly or indirectly, purchase any real or personal property from the Town, except such property that is offered for sale at an established price, and not by bid or auction, on the same terms and conditions as members of the general public.

C. *Disclosure and recusal.* Any Public Servant who has, or whose relative has, a conflict of interest in any decision of any board, commission or committee of which they are a member, shall, upon discovery thereof, disclose such interest pursuant to Section 1-7-9.A, and shall recuse themselves pursuant to Section 1-7-9.B. However, nothing in this subsection shall preclude a Public Servant from appearing before a public body of the Town on an application of the Public Servant, as a private individual, for a permit, license or other approval as required by law in the same manner and under the same circumstances as any other person seeking such permit, license or other approval.

#### **1-7-6 – Outside employment or business activity.**

A Public Servant shall report to the Town Clerk in writing any existing or proposed outside employment or other outside business activity that may affect their responsibilities to the Town, within thirty (30) days of the start of such employment or interest.

#### **1-7-7 – Additional restrictions.**

A. *Criminal offenses.* It is a violation of this Code to be convicted of or enter a plea of guilty, *nolo contendere* or no contest to a crime that

reasonably demonstrates an unfitness for public service or intentional disregard for the public trust or public property. Such offenses include without limitation crimes against fellow Public Servants or their property, theft or vandalism of public property, offenses involving fraud, offenses relating to morals, and offenses involving governmental operations.

B. *Special consideration.* A Public Servant shall not request or grant to any person any special consideration, treatment, or advantage beyond that which would be made available to every other person in similar circumstances.

C. *Use of Town property.* A Public Servant shall not use or authorize the use of Town time, facilities, equipment or supplies for personal or private benefit.

D. *Confidential information.* A Public Servant shall not disclose any information that is not available to the public, which was acquired in the course of official duties, except in the performance of official duties or as required by law or court order.

E. *Prior employment.* A Public Servant shall not take any direct official action with respect to matters involving their former employer for a period of six (6) months from the date of termination of their prior employment; provided, however, that this Section shall not be construed to disqualify any individual from service with the Town as a Public Servant solely because of their prior employment.

F. *Town policies.* Public Servants shall be subject to the terms, provisions, requirements, and procedures of the following Town administrative policies and procedures, as amended:

1. Equal employment opportunity (EEO);
2. Harassment;
3. Anti-violence;
4. Open records and email;
5. Social media; and
6. Information technology and cybersecurity.

**1-7-8 – Appearance of impropriety.**

A. *General.* An appearance of impropriety is created when a Public Servant may take a direct official action that, although not constituting a conflict of interest, may create a reasonable perception that the Public Servant's ability to carry out their official duties with integrity, impartiality, and competency is impaired.

B. *Disclosure and recusal.* A Public Servant who determines that their actions may cause an appearance of impropriety should, but is not required to, disclose the appearance of impropriety as provided by Section 1-7-9 and, if deemed appropriate by the Public Servant, recuse themselves from participation as provided by Section 1-7-9.

C. *Violations.* A violation of this Section does not, on its own, constitute a violation of this Code, but compliance with this Section shall not constitute a defense for violation of another subsection or section of this Code.

### **1-7-9 – Disclosure and recusal.**

A. *Disclosure.*

1. Mandatory disclosure of a conflict of interest shall be made when the conflict or appearance is first reasonably known to the Public Servant. Disclosure shall be made verbally during a public meeting or in writing in advance of the meeting, to all other members of the Town Council or affected committee, board or commission.

2. The disclosure shall identify the general nature of the interests involved, whether the matter will create or may potentially create an economic, pecuniary, or financial benefit or detriment for the Public Servant, and the approximate value of any potential benefit or detriment.

B. *Recusal.*

1. When recusal is required, the Public Servant shall:

a. Refrain from communicating with any other Public Servant regarding the matter and attempting to influence any other Public Servant's official action concerning the matter;

b. Refrain from voting upon or taking any official action concerning such matter; and

c. Physically leave any room or premises at which the matter is being considered.

2. A Town Council Member may participate and vote on a matter notwithstanding a conflict of interest if participation is necessary to obtain a quorum or otherwise enable the Town Council to act and if the Council Member complies with the voluntary disclosure procedures of C.R.S. § 24-18-110.

C. *Challenges.*

1. *Town Council Member.* Any person may challenge a Town Council Member's failure to declare a conflict of interest or failure to recuse themselves. A challenge shall be submitted to the Town Council in writing or made verbally during a public meeting, stating the facts in support of the challenge. The Town Council shall promptly inquire into the basis and facts

of the challenge and may request an opinion from the Municipal Judge regarding the challenge. The Town Council may, by majority vote of those present, render a determination whether a conflict of interest exists and whether recusal is required, which determination is final and not subject to appeal.

2. *Other Public Servant.* Any person may challenge any other Public Servant's failure to declare a conflict of interest or failure to recuse themselves. A challenge shall be submitted in writing to the affected commission, committee or board or made verbally during a public meeting of the affected commission, committee or board, and shall state the facts supporting the challenge. The affected commission, committee or board shall promptly inquire into the basis and facts of the challenge and render a determination as to whether a conflict of interest exists and whether recusal is required, which determination is final and not subject to appeal.

#### **1-7-10 – Advisory opinions and waivers.**

A. *Advisory opinion.* Any Public Servant may submit a written request to the Municipal Judge for an advisory opinion on whether any conduct by that person would constitute a violation of this Code. The Municipal Judge shall render an advisory opinion. The advisory opinion shall provide the Public Servant a specific defense to allegations of a violation of this Code.

B. *Waiver.* Any current, former, or prospective Public Servant may submit a written request for a waiver of any provision of this Code in advance of taking any action that is subject to the waiver request. The Town Council may grant a waiver if it finds, at a public meeting, that the waiver will serve the best interests of the Town.

#### **1-7-11 – Enforcement.**

A. *Complaint.* An ethics action is commenced by filing a complaint with the Town Clerk. Any person, either individually or on behalf of an organization, may file a complaint, but no complaint may be filed anonymously. The complaint shall set forth the following:

1. The name, address, telephone number and e-mail address of the individual submitting the complaint;

2. The name of the person(s) alleged to have committed a violation of this Code;

3. A full description of the facts which are alleged to support the complaint together with a specific citation to the section alleged to be violated;

4. The names of any witnesses who have knowledge of such facts, together with information sufficient to contact such witnesses; and

5. The signature of the person submitting the complaint with a verification stating the following: "The undersigned hereby certifies or affirms that the information contained within this complaint is true to the best of my knowledge, information, and belief formed after reasonable reflection. I have not filed this complaint for the purpose of harassment or to falsely disparage the individual(s) claimed to have committed violations of the Town of Erie Code of Conduct and Ethics."

B. *Delivery and Answer.* Within seven (7) days of the date of filing, the Town Clerk shall deliver a copy of the complaint to the respondent Public Servant. Within twenty-one (21) days of delivery, the respondent Public Servant may submit to the Town Clerk a written answer to the complaint.

C. *Initial review.* Within forty-five (45) days of the date of filing, the Town Council shall review the complaint at a public meeting. The Town Council shall determine:

1. That the complaint alleges facts that may be sufficient to constitute a claim for violation of this Code; or

2. That the complaint will be dismissed without further action because:

a. The alleged violation, even if true, would not constitute a violation of this Code;

b. The allegations of the complaint were previously asserted in another complaint and are already being considered or were resolved;

c. The allegations of the complaint involve actions or events that occurred more than one (1) year prior to the date of the filing of the complaint;

d. The complaint is, on its face, frivolous, groundless, or brought for purposes of harassment; or

e. The complaint should be referred to another agency with jurisdiction over the allegations of the complaint, such as law enforcement.

D. *Investigation.*

1. If the Town Council determines that the complaint should not be dismissed, the Town Council shall order an investigation and appoint an investigator. Within sixty (60) days of the Town Council's order, the investigator shall prepare a written report. The report shall be considered confidential work product as an inter-agency advisory or deliberative report assembled for the benefit of the Town Council which expresses an opinion or is communicated for the purpose of assisting the Town Council in reaching a decision within the scope of the Town Council's authority, and is

not subject to public disclosure. The investigator shall also prepare a summary of the report to be released to the public.

2. The investigator's written report shall contain the following:
  - a. Findings of fact;
  - b. A conclusion on whether each allegation in the complaint is a violation of this Code by clear and convincing evidence; and
  - c. A dismissal of the complaint, or a determination that the complaint should be sent to an administrative hearing.

E. *Administrative hearing.*

1. If the investigator's written report contains a recommendation that the complaint proceed to an administrative hearing, the Town Council shall order an administrative hearing and appoint a hearing officer to preside over the hearing. The Town Council shall provide the investigator's written report to the hearing officer. Not less than twenty-one (21) days prior to the date of the hearing, the Town Clerk shall provide to the respondent Public Servant and the complainant notice of the date, time, place, and purpose of the administrative hearing.

2. At the hearing, the burden of proof shall be on the complainant to prove a violation of this Code by clear and convincing evidence. The hearing officer shall administer oaths and decide all points of order, procedure and evidence. Whether and how the Colorado Rules of Evidence apply lies within the discretion of the hearing officer. An electronic record of the hearing shall be made.

3. Following the hearing, the hearing officer shall issue a written decision with findings of fact and a penalty, if warranted. The written decision of the hearing officer shall be delivered to the respondent Public Servant, the complainant and the Town Council.

F. *Available penalties.* The hearing officer may impose one or more of the following penalties:

1. Oral or written reprimand delivered to the individual;
2. Oral or written reprimand or censure announced or read publicly during a meeting of the Town Council; or
3. Except for Town Council Members, removal from the commission, committee or board.

G. *Appeal.* The Public Servant or complainant may appeal any decision of the hearing officer in accordance with C.R.C.P. 106(a)(4).

H. *Recusal.* A Town Council Member shall disqualify themselves from participating in any matter when they are the complainant or respondent.

I. *No ex parte communications.* No Public Servant shall engage in *ex parte* communications with the Town Council, appointed investigator or hearing officer on any matter pertaining to the complaint.

**Section 3.** The Town Council, Commission, Committee and Board Conduct and Ethics Policy attached hereto is hereby adopted.

**Section 4.** Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

**Section 5.** Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

**Section 6.** Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

**Introduced, Read, Passed and Ordered Published this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

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

**Attest:**

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



# Town of Erie Town Council, Boards, Commissions & Committees Code of Conduct and Ethics

Number: 1002.2026

<b>Effective Date:</b> _____	<b>Revision/Review Date:</b> _____	<b>Prepared By:</b> Meredyth Muth, Director of Administrative Services & Operations
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Adopted by Ordinance No. \_\_\_\_\_; \_\_\_\_\_, 2026

## Section 1. Introduction

Article 2 of the Erie Home Rule Charter provides detailed information on the roles and responsibilities of the Town Council. For purposes of this Policy, the term "Council Member" includes the Mayor and Mayor Pro Tem.

The Policy defines the way Council Members should seek to treat one another, Town staff, constituents, and others they encounter while representing the Town. It more clearly defines the behavior, manners, and courtesies that are suitable for various occasions. It also provides clarifications designed to make public meetings and the process of governance run more smoothly.

The Town Council has adopted a separate Rules of Order document which covers how meetings are handled.

The constant and consistent theme through all this Policy is "respect." Council Members may experience stress in making decisions that impact the lives of residents, business owners or visitors. At times, the impact of the entire community must be weighed against the impact of only a few. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that may help guide Council Members to do the right thing in even the most difficult situations.

## Section 2. Roles & Responsibilities

### 1. Mayor. The Mayor:

- a. Is recognized as head of the Town Government for all legal and ceremonial purposes.
- b. Presides over meetings of the Town Council.
- c. Has the same speaking and voting rights as any other member.

- d. Executes and authenticates legal instruments requiring signature.
- e. Leads the Town Council into an effective, cohesive, working team.

**2. Mayor Pro Tem.** The Mayor Pro Tem:

- a. Is elected by the Town Council at the first meeting following the election.
- b. Performs the duties of the Mayor if the Mayor is unable to perform such duties.

**3. All Council Members.** All Council Members should:

- a. Fully participate in Town Council meetings and other public fora while demonstrating respect, kindness, consideration, and courtesy to others.
- b. Prepare in advance of meetings and be familiar with issues on the agenda.
- c. Represent the Town at ceremonial functions.
- d. Be respectful of other people's time.
- e. Stay focused and act efficiently during public meetings.
- f. Serve as a model of leadership and civility to the community.
- g. Inspire public confidence in Town government.
- h. Demonstrate honesty and integrity in every action and statement.
- i. Participate in scheduled activities.

**Section 3. Policies & Protocol Related to Conduct**

**1. Correspondence.** Council Members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Town Council meetings. Town staff will prepare official letters in response to public inquiries and concerns if directed to do so by Council. These letters will carry the signature of the Mayor or the appropriate Town staff. Anonymous letters will not be accepted nor acknowledged by either the Town Council or staff. If correspondence is addressed only to one Council Member, that correspondence will be shared with the rest of the Town Council.

**2. Endorsement of candidates.** Council Members retain their personal right to endorse candidates for all Town Council seats or other elected offices. However, Council Members should refrain from mentioning endorsements during Town Council meetings or other official Town meetings or functions.

**3. Intergovernmental relations.** The Town Council values intergovernmental relations with neighboring communities and other entities. As a result, Council

Members should make a concerted effort to attend scheduled meetings with other entities to promote intergovernmental relations.

#### **4. Travel expenses.**

- a. The purpose of this regulation is to establish the policies and procedures for Council Members who travel on official Town business either in-state or out-of-state. Such travel shall include attendance at conferences, seminars, and training sessions on behalf of the Town. The Town shall pay reasonable expenses for registration fees, lodging, meals, transportation, and all allowable miscellaneous expenses.
- b. Travel at a vendor's expense is prohibited for Council Members as the possibility exists for the trip to be misconstrued as a gratuity, or that favoritism will be shown to a particular vendor in future award of contracts.
- c. The expense of attending Town-related functions shall be limited to individual Council Member attendance only and shall be evaluated in terms of alternative methods and consequences of failing to attend. If others attend such functions with a Council Member, such as a family member, their expense shall be the responsibility of the Council Member.
- d. Council Members shall follow the same rules and regulations required of Town employees for travel expenses.

#### **Section 4. Conduct with One Another**

**1. Generally.** The Town Council is composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as the Town Council may "agree to disagree" on contentious issues.

#### **2. In public meetings.**

- a. Practice civility, professionalism, and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This, however, does not allow Council Members to make false, belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments to other Council Members, advisory board members, Town staff, or the public. No shouting or physical actions that could be construed as threatening will be tolerated. Council Members should conduct themselves in a professional manner at all times, including dress.
- b. Honor the role of the Chair in maintaining order. The Chair shall keep the comments of Council Members on track during public meetings.

- i. Council Members should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.
  - ii. The Chair has the responsibility to run an efficient public meeting and has the discretion to modify the process for a meeting to run smoothly and stay on schedule.
- c. Show respect for different points of view. Refrain from arguing or debating with the public and each other during a meeting. Practice civility and decorum in discussions and debate. Difficult questions, challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action.
  - i. Hold each other accountable for professional decorum.
  - ii. Do not interrupt or speak over others.
- d. Avoid personal comments that could offend other Council Members. If a Council Member is personally offended by the remarks of another Council Member, the offended Council Member should make note of the actual words used and call for a "point of personal privilege" that challenges the other Council Member to justify or apologize for the language used. The Chair will maintain control of this discussion.
- e. Strive to understand various perspectives and opinions while encouraging cooperation and collaboration. Demonstrate effective problem-solving approaches. Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.
- f. Be prepared, punctual and on topic.
  - i. Be punctual; respect that all members have made a commitment to attend meetings and partake in discussions.
  - ii. Prepare and review meeting materials in advance and be familiar with issues on the agenda.
  - iii. Keep discussions on the current topic to allow sufficient time to fully discuss the issues on the agenda.

### **3. In private encounters.**

- a. Continue respectful behavior in private. The same level of respect and consideration of differing points of view that are appropriate for public discussions should be maintained in private conversations.

- b. Be aware that written notes, voicemail messages, and e-mail may be distributed wide and far. Written notes, texts, voicemail messages, social media posts, and e-mails should be treated as potentially "public" communication.
- c. Even private conversations can have a public presence. Elected officials are always on display. People around them that they may not know monitor their actions, mannerisms, and language. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

## **Section 5. Conduct with Town Staff**

**1. Generally.** Governance of a Town relies on the cooperative efforts of elected officials who set policy, and Town staff who implement and administer the Town Council's policies. Therefore, Council Members should make every effort to be cooperative and show mutual respect for the contributions made by each individual for the good of the community. Good relationships between the Town Council and Town staff at all levels are in the best interest of serving the community.

### **2. Treat all staff as professionals.**

Clear, honest communication that respects the abilities, professional and educational experience, and dignity of each individual is expected. Understand that disrespectful behavior towards staff is not acceptable and will be addressed by the Town Manager. The Town follows all employment legal guidelines for maintaining a workplace that is safe and free from harassment in all forms.

### **3. Contact with Town staff.**

- a. The Charter specifies that the Town Council shall deal with the administrative service solely and directly through the Town Manager, and the Town Council shall not direct or interfere with the work of any employee under the Town Manager.
- b. Requests for follow-up or directions to staff should be made only through the Town Manager. When in doubt about what staff contact is appropriate, Council Members should ask the Town Manager for direction. Materials supplied to a Council Member in response to a request will be made available to all members of the Town Council so that all have equal access to information.

**4. Do not disrupt Town staff from their jobs.** Council Members should not disrupt Town staff while they are in meetings, on the phone, or engrossed in performing their job functions to have their individual needs met.

**5. Never publicly criticize an individual employee.**

- a. Council Members should never express concerns about the performance of a Town employee in public to the employee directly, or to the employee's manager.
- b. Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.
- c. Complaints about the Town Manager should be made to the Mayor.

**6. Do not get involved in administrative functions.** Council Members should not attempt to influence Town staff on the making of appointments, the awarding of contracts, selecting of consultants, processing of development applications, granting of Town licenses and permits, or conducting the professional responsibilities associated with their positions.

**7. Do not solicit political support from Town staff.**

- a. Do not solicit any type of political support (asking for financial contributions, display of posters or lawn signs, name on a support list, other campaign-related assistance, etc.) from Town staff.
- b. Town staff have the constitutional right to support political candidates of their own choosing, but all such activities must be done when the employee is on their own time, away from the workplace, and not in uniform.

**8. Understand the attorney-client relationship.** This relationship is between the Town attorney and the Town, acting by and through the Town Council, not with individual Council Members.

**9. Check with Town staff on correspondence before taking action.** Before sending correspondence, Council Members should check with Town staff to see if an official Town response has already been sent or is in progress.

**10. Do not attend meetings with Town staff unless requested by Town staff.** Even if the Council Member does not say anything, the Council Member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

**11. Limit requests for staff support.** Requests for staff support – even in high priority or emergency situations – should be made to the Town Manager who is responsible for allocating Town resources to maintain a professional, well-run Town government.

## Section 6. Conduct with the Public

### 1. In public meetings.

a. *Make the public feel welcome.* Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of individual Council Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony. To convey respect and appreciation for the public, all members should consider the following:

- i. Speaking in front of the Town Council can be a difficult experience for some people. Some issues the Town Council undertakes may affect people's daily lives and homes. Some decisions are emotional. The way the Town Council treats people during public hearings can either help them relax, or push their emotions to a higher level of intensity.
- ii. While questions of clarification may be asked, the member's primary role during public testimony is to listen.
- iii. The Chair will follow the pre-established time allocation for each speaker and seek to apply the allocation equally to every speaker in a fair and impartial manner. If there is a need to shorten the allotted time for speakers, the Chair will announce those limits prior to the start of the agenda item.
- iv. No speaker will be turned away. The Town Council may control the time, place, and manner of public comments, but not the content of those comments. If a Council Member finds the comments of the speaker offensive, they may leave the room for that comment period.

b. *Practice active listening.*

- i. Demonstrate active listening and interest in each speaker's presentation and avoid any pessimistic body language. If Council Members appear to be texting or emailing during a meeting it may raise questions of whether the member is distracted, and whether inappropriate sidebar conversations are happening between members.
- ii. It is acceptable to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest.
- iii. Be mindful of facial expressions, especially those that could be interpreted as "smirking", disbelief, anger, or boredom.

- c. *Maintain an open mind.* Members of the public deserve an opportunity to influence the thinking of Council Members.
- d. *Ask for clarification, but avoid debate and argument.*
  - i. Do not interrupt a speaker during a presentation.
  - ii. A member may respectfully ask the Chair for a point of order if a speaker is off topic or exhibiting behavior or language the member finds disturbing.
  - iii. Questions by Council Members to members of the public testifying should seek to clarify or expand information.
  - iv. It is never appropriate to challenge or belittle the speaker.
  - v. Council Members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.
- e. *No personal attacks.* There should be no personal attacks of any kind under any circumstances. Council Members should be aware that their body language and tone of voice, as well as their words, can appear to be intimidating or aggressive.

## **2. In unofficial settings.**

- a. Make no promises on behalf of the Town Council or the Town.
  - i. Council Members will frequently be asked to explain a Town Council action, or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Town policy, and to refer the constituent to Town staff for further information. It is inappropriate to overtly or implicitly promise Town Council action, or to promise that Town staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).
  - ii. Council Members may be asked to meet one-on-one with potential developers or business leaders. This is permitted so long as the individual or their business does not have an application pending with the Town for some form of development review or approval. In such meetings remember you cannot individually bind or represent the Town; only a majority vote of the Town Council can do so.
- b. Make no personal comments about other Council Members. It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council Members, their opinions, or actions.

- c. Remember that Erie is a community at heart. The community is constantly observing Council Members every day they serve in office. Their behaviors and comments serve as models for proper deportment in the Town. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council Members, 24 hours per day, 7 days per week. It is a serious and continuous responsibility.
- d. Apply these principles to your use of social media. Social media posts and comments instantly become a permanent record of your comments as a Council Member. It is very difficult to separate your private persona from your role as an elected official. Be mindful of your interactions on social media.
- e. Responsiveness.
  - i. Council Members should make it a priority to respond to questions from the public in a timely manner or direct them to Town staff to answer their questions.
  - ii. Generally, Council Members should respond to inquiries from the public within 48 hours or put an "out of office" reply on their devices to let the public know that they are not available and who they should contact instead.

## **Section 7. Conduct with Other Public Agencies**

### **1. Be clear when representing the Town's interests or personal interests.**

- a. If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member must clearly state: (1) if their statement reflects personal opinion or is the official stance of the Town; and (2) whether this is the majority or minority opinion of the Town Council. An official stance of the Town may only be formally established by a majority vote of the Town Council or if it is clearly reflected in the Town Council's adopted Legislative Agenda. Even if the Council Member is representing their own personal opinions, remember that this still may reflect upon the Town as an organization.
- b. If the Council Member is representing the Town, the Council Member must support and advocate the official Town position on an issue, not a personal viewpoint.
- c. If the Council Member represents another organization whose position is different from the Town's, the Council Member should withdraw from voting on the issue if it significantly impacts or is detrimental to the Town's interest. Council Members should be clear about which organizations they represent and inform the Town Manager, Mayor, and Town Council of their involvement in other organizations.

## **2. Correspondence also should be equally clear about representation.**

- a. Town letterhead may be used when the Council Member is representing the Town and the Town's official position. A copy of official correspondence should be given to the Town Clerk to be filed as part of the permanent public record. Town letterhead should not be used for correspondence of Council Members representing a personal point of view, or a dissenting point of view from an official Town Council position.
- b. Town email may be used by a Council Member for official correspondence. Any personal or campaign correspondence should be maintained on a separate email address.

## **Section 8. Conduct with Members of Other Boards and Commissions**

**1. Generally.** The Town has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the Town Council. They are a valuable resource to the Town's leadership and should be treated with appreciation and respect.

### **2. If attending a board or commission meeting, be careful to only express personal opinions, policies or positions formally approved by the Town Council.**

- a. Council Members should be sensitive to the way their participation could be viewed as unfairly affecting the process. A Council Member's mere presence at a hearing can influence the process.
- b. Any public comments by a Council Member at a board or commission meeting should be clearly made as an individual opinion and not a representation of the feelings of the entire Town Council.
- c. For quasi-judicial matters, Council Members should not attend a Planning Commission meeting.

**3. Limit contact with board and commission members to questions of clarification.** Council Members should contact staff to clarify a position taken by the board or commission.

### **4. Remember that boards and commissions serve the community, not individual Council Members.**

- a. The Town Council appoints individuals to serve on boards and commissions, and it is the responsibility of those members to follow policy established by the Town Council.
- b. Board and commission members do not report to individual Council Members, nor should Council Members feel they have the power or right to

threaten board and commission members with removal if they disagree about an issue.

- c. Appointment and re-appointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties.
- d. A board or commission appointment should not be used as a political "reward."

**5. Be respectful of diverse opinions.**

- a. A core role of the Town's boards and commissions is to represent many points of view in the community, and to provide the Town Council with advice based on a full spectrum of concerns and perspectives.
- b. Council Members must be fair and respectful of all residents serving on boards and commissions.

**6. Keep political support away from public fora.**

- a. Board and commission members may offer political support to a Town Council Member, but not in a public forum while conducting official duties.
- b. Council Members may support board and commission members who are running for office, but not in an official forum in their capacity as a Council Member.

**Section 9. Conduct with the Media**

**1. The best advice for dealing with the media is to never go "off the record."** Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

**2. The Communications Department is the official spokesperson for any official Town position.**

- a. If the media contacts an individual Council Member, the Council Member should be clear about whether their comments represent the official Town position or a personal viewpoint.
- b. An official stance of the Town can only be formally established by a majority vote of the Town Council.

**3. Choose words carefully and cautiously.** Comments taken out of context can cause problems. Be especially cautious about humor, sarcasm, or word play. It is never appropriate to use slurs or swear words when talking with the media.

## **Section 10. Complaints**

### **1. Violations of the Code of Ethics and Conduct.**

- a. A Council Member who believes they have been the victim of a violation of the Code of Conduct and Ethics or believes they have witnessed such violation should file a complaint with the Town Clerk.
- b. The subject of the complaint will be notified of the complaint.
- c. The complaint will be processed pursuant to the Code of Conduct and Ethics, which may include an investigation and an administrative hearing, if warranted.

## **Section 11. Principles of Proper Conduct**

### **1. Proper conduct is:**

- a. Keeping promises;
- b. Being dependable;
- c. Building a solid reputation;
- d. Participating and being available;
- e. Demonstrating patience;
- f. Showing empathy;
- g. Holding onto ethical principles under stress;
- h. Listening attentively;
- i. Studying thoroughly;
- j. Keeping integrity intact;
- k. Overcoming discouragement;
- l. Going above and beyond, time and time again; and
- m. Modeling a professional manner.

### **2. Proper conduct is not:**

- a. Showing antagonism or hostility;
- b. Deliberately lying or being misleading;
- c. Speaking recklessly;

- d. Spreading rumors;
- e. Stirring up bad feelings, and divisiveness; and
- f. Acting in a self-righteous manner.

**3. It all comes down to respect.** Respect for one another as individuals, respect for the validity of different opinions, respect for the democratic process, and respect for the community the Town Council serves is consistent with the pledge in the Town's Home Rule Charter to, "uphold the principles of democracy, equity, and justice, and to foster a community that is inclusive, diverse, and welcoming to all".

### **Section 12. Checklist for Monitoring Conduct**

1. Will my decision, statement or action violate the trust, rights, or goodwill of others?
2. What are my internal motives and the spirit behind my actions?
3. If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
4. How would people whose integrity and character I respect evaluate my conduct?
5. Even if my conduct is not illegal or unethical, is it done at someone else's expense? Will it destroy their trust in me? Will it harm their reputation?
6. Is my conduct fair? Just? Morally right?
7. If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
8. Does my conduct give others reason to trust or distrust me?
9. Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
10. Do I exhibit the same conduct in my private life as I do in my public life?
11. Can I take legitimate pride in the way I conduct myself and the example I set?
12. Do I listen and understand the views of others?
13. Do I question and confront different points of view in a constructive manner?
14. Do I work to resolve differences and come to mutual agreement?
15. Do I support others and show respect for their ideas?
16. Will my conduct cause public embarrassment to someone else?

### **Section 13. Glossary of Terms**

- 1. Attitude** The manner in which one shows one's dispositions, opinions, and feelings.
- 2. Behavior** External appearance or action; manner of behaving; carriage of oneself.
- 3. Civility** Politeness, consideration, courtesy.
- 4. Conduct** The way one acts; personal behavior.
- 5. Courtesy** Politeness connected with kindness.
- 6. Decorum** Suitable; proper; good taste in behavior.
- 7. Manners** A way of acting; a style, method, or form; the way in which things are done.
- 8. Point of order** An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration.
- 9. Point of personal privilege** A challenge to a speaker to defend or apologize for comments that a fellow Council Member considers offensive.
- 10. Propriety** Conforming to acceptable standards of behavior.
- 11. Protocol** The courtesies that are established as proper and correct.
- 12. Respect** The act of noticing with attention; holding in esteem; courteous regard.



# Town of Erie Virtual Participation and Virtual Meeting Policy

**Number:** 1004.2026

Effective Date: <b>June 13, 2023</b>	Revision/Review Date: _____	Prepared By: Malcolm Fleming, Town Manager
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**Policy Purpose:** , this Policy specifies the conditions under which members of the Town Council and other Town boards, committees, and commissions, and the public, may participate in in-person meetings ("In-Person Meeting") without being physically present at the location of the in-person meeting ("Virtual Participation").

This policy also specifies the conditions under which meetings of the Town Council and other Town boards, committees, and commissions may be held without the physical presence of the members, Town staff, or the public, at a designated meeting location (a "Virtual Meeting").

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In person attendance at meetings is always preferable for a better meeting. To accommodate Council/Board Members who are sick or traveling, an electronic attendance option shall be available when feasible. If it is not feasible due to technological or other reasons, the in-person meeting shall continue if a quorum is present.

Technological feasibility for purposes of this section shall be dependent upon staffing, equipment, and adequate telecommunications connections available to the Town.

A. **Virtual Participation** is authorized only as follows:

1. Council Members/board or commission members can hear one another and can hear and read all discussion and testimony in a manner that provides effective participation.
2. Members of the public can hear and see all discussion, testimony, and votes.
3. If the connection fails for a virtual participant, the Council/Board Member attending virtually will be listed as "absent" for that portion of the meeting.
4. The Council/Board Member using virtual participation shall maintain a good connection such that they are able to hear the proceedings and are able to be heard when speaking during the proceedings. If the virtual participant's connection is such that it is causing distractions for the in-person meeting the virtual participant may be asked to leave the meeting.
5. The Council/Board Member attending virtually will use video conferencing (rather than telephone participation) if available and the Members' camera should be on at all times except during designated meeting breaks.

6. If the Mayor/Chair is attending a meeting virtually and the Mayor Pro Tem/Vice Chair is participating in person, the Mayor Pro Tem/Vice Chair shall preside over the meeting. If both the Mayor/Chair and the Mayor Pro Tem/Vice Chair are absent or attending virtually, the Council/Board will select a temporary chairperson from those attending in-person to preside over the meeting.
7. All votes are taken by roll call.
8. Council Members/board members must inform the Town Clerk of their virtual attendance as soon as they know they will be attending virtually, and no later than Noon the day of the meeting.
9. Council Members and other persons authorized to attend an executive session held in accordance with the Colorado Open Meetings Law or applicable City policies are authorized to attend via virtually in accordance with these rules.
10. The Town Attorney may require any person attending an executive session virtually, as a condition of their participation, to affirm to the body that they are in a secure and confidential location where no other person can hear or see the content of the executive session and that such person shall not record or transmit the executive session or related materials.
11. Members of the public may attend virtually and participate in public hearings by giving comments. Town staff will ensure technology is working in Town Hall, but cannot ensure the remote connections of the public.
12. Minutes of the meeting are taken in the same manner as other meetings and all other rules of in-person meetings are followed.
13. Virtual attendance should be used sparingly. The Mayor/Chair may refuse a member the option of virtual attendance if a member abuses this option.

**B. Fully Remote Meetings** are authorized as follows:

1. If the Town Manager, in consultation with the Mayor, determines a Council meeting in person is not practical or prudent due to health, safety, weather, natural disaster, or other emergencies affecting the Town, the Town Manager may change a Town Council meeting to a fully remote setting if needed.

If the staff liaison, in consultation with the board/commission Chair, determines a board meeting in person is not practical or prudent due to health, safety, weather, natural disaster, or other emergencies affecting the Town, the staff liaison may change a board meeting to a fully remote setting if needed

If a fully remote meeting is scheduled, it must be properly noticed as such, and public access options must be provided on the meeting agenda.

2. If a decision is made to conduct a fully remote meeting, as soon as such decision is made, but no later than three (3) hours before the time the meeting is scheduled to begin:
  - a. the Town Manager shall provide notice to Council Members

- b. the Board liaison will provide notice to Board members
  - c. and, the public shall be notified
3. In the event of a fully remote meeting:
- a. All Council/Board Members may participate and vote on all matters (legislative, quasi-judicial, staff direction) and shall participate in executive sessions
  - b. All votes in a fully remote meeting shall be by roll call.
  - c. The Town will provide public access to the meeting through telephonic or other remote means, provided such means allow the public to hear the Council and other participants in the meeting, and for the Council and other participants to hear any members of the public recognized to speak, if applicable.
  - d. Minutes are taken in accordance with Town policy.
- C. For quasi-judicial matters, virtual participation and virtual meetings may only be used with the prior written consent of the applicant, in which the applicant waives any legal challenge to the hearing being conducted in such a manner.
- D. Emergencies. In the case of emergency, the Mayor may suspend any or all of this Policy.

**II. Applicability.**

Upon implementation, this Policy will apply to regular and special meetings and study sessions of the Town Council, and to all meetings of other Town boards, commissions, and committees.

**III. Reasonable Accommodation.**

The Town shall provide reasonable accommodations and shall waive or modify provisions of this Policy as necessary to provide individuals with disabilities full and equal access to all meetings.

This policy is hereby approved and adopted by Resolution \_\_\_\_ on this \_\_\_\_ day of\_\_\_\_\_.

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Andrew J. Moore, Mayor

## Revision History

<b>Date of Review</b>	<b>Responsible</b>	<b>Summary of Change</b>
03/12/2024	Amy Teetzel	- Updated "Board of Trustees" to "Town Council" and Town Administrator" to "Town Manger" required by adoption of Home Rule Charter (not
_____	Meredyth Muth	- Amended entire policy.



# Town of Erie Virtual Participation and Virtual Meeting Policy

**Number:** 1004.2026

Effective Date: <b>June 13, 2023</b>	Revision/Review Date: <del>March 1, 2024</del> _____	Prepared By: Malcolm Fleming, Town Manager
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**Policy Purpose:** , this Policy specifies the conditions under which members of the Town Council and other Town boards, committees, and commissions, and the public, may participate in in-person meetings ("In-Person Meeting") without being physically present at the location of the in-person meeting ("Virtual Participation").

This policy also specifies the conditions under which meetings of the Town Council and other Town boards, committees, and commissions may be held without the physical presence of the members, Town staff, or the public, at a designated meeting location (a "Virtual Meeting"). Additionally

~~This policy replaces the Remote Meeting Policy dated March 17, 2020 and the In-Person/Hybrid Meeting Policy dated January 1, 2022.~~

~~Due to technology constraints, in person meetings with Virtual Participation ("Hybrid Meeting") can only be held in the Board Room and not in the Community Room.~~

## ~~I. Procedure.~~

~~In person attendance at meetings is always preferable for a better meeting. To accommodate Council/Board Members who are sick or traveling, an electronic attendance option shall be available when feasible. If it is not feasible due to technological or other reasons, the in-person meeting shall continue if a quorum is present.~~

~~Technological feasibility for purposes of this section shall be dependent upon staffing, equipment, and adequate telecommunications connections available to the Town.~~

A. ~~Conditions.~~ **Virtual Participation and Virtual Meetings are is** authorized only if all the following conditions are met:

1. ~~Council Members/The~~ board or commission members can hear one another and can hear ~~or and~~ read all discussion and testimony in a manner that provides effective participation.
2. Members of the public can hear and see all discussion, testimony, and votes.
3. ~~If the connection fails for a virtual participant, the Council/Board Member attending virtually will be listed as "absent" for that portion of the meeting.~~

4. The Council/Board Member using virtual participation shall maintain a good connection such that they are able to hear the proceedings and are able to be heard when speaking during the proceedings. If the virtual participant's connection is such that it is causing distractions for the in-person meeting the virtual participant may be asked to leave the meeting.
5. The Council/Board Member attending virtually will use video conferencing (rather than telephone participation) if available and the members' camera should be on at all times except during designated meeting breaks.
- 2.6. If the Mayor/Chair is attending a meeting virtually and the Mayor Pro Tem/Vice Chair is participating in person, the Mayor Pro Tem/Vice Chair shall preside over the meeting. If both the Mayor/Chair and the Mayor Pro Tem/Vice Chair are absent or attending virtually, the Council/Boaurd will select a temporary chairperson from those attending in-person to preside over the meeting.
- ~~3. Members of the public can participate to the greatest extent possible.~~
- ~~4. For quasi-judicial matters, Virtual Participation and Virtual Meetings may only be used with the prior written consent of the applicant, in which the applicant waives any legal challenge to the hearing being conducted in such a manner.~~
- 5.7. All votes are taken by roll call or electronic voting.
- ~~8. Minutes of the meeting are taken in the same manner as other meetings and all other rules of in-person meetings are followed. Council members/board members must inform the Town Clerk of their virtual attendance as soon as they know they will be attending virtually, and no later than Noon the day of the meeting.~~
9. Council members and other persons authorized to attend an executive session held in accordance with the Colorado Open Meetings Law or applicable City policies are authorized to attend via virtually in accordance with these rules.
10. The Town Attorney may require any person attending an executive session virtually, as a condition of their participation, to affirm to the body that they are in a secure and confidential location where no other person can hear or see the content of the executive session and that such person shall not record or transmit the executive session or related materials.
11. Members of the public may attend virtually and participate in public hearings by giving comments. Town staff will ensure technology is working in Town Hall, but cannot ensure the remote connections of the public.
12. Minutes of the meeting are taken in the same manner as other meetings and all other rules of in-person meetings are followed.
13. Virtual attendance should be used sparingly. The Mayor/Chair may refuse a member the option of virtual attendance if a member abuses this option.
- ~~Minutes of the meeting are taken in the same manner as other meetings and all other rules of in-person meetings are followed.~~

~~Hybrid Meetings must adhere to the additional procedures below.~~

~~B. Hybrid **Fully Remote Meetings.**~~

- ~~1. If the Town Manager, in consultation with the Mayor, determines a Council meeting in person is not practical or prudent due to health, safety, weather, natural disaster, or other emergencies affecting the Town, the Town Manager may change a Town Council meeting to a fully remote setting if needed.~~

~~If the staff liaison, in consultation with the board/commission Chair, determines a board meeting in person is not practical or prudent due to health, safety, weather, natural disaster, or other emergencies affecting the Town, the staff liaison may change a board meeting to a fully remote setting if needed~~

~~If a fully remote meeting is scheduled, it must be properly noticed as such, and public access options must be provided on the meeting agenda.~~

- ~~2. If a decision is made to conduct a fully remote meeting, as soon as such decision is made, but no later than three (3) hours before the time the meeting is scheduled to begin:~~

- ~~a. the Town Manager shall provide notice to Council members~~
- ~~b. the the Board liaison will provide notice to Board members~~
- ~~c. and, the public shall be notified~~

- ~~3. In the event of a fully remote meeting:~~

- ~~a. All Council/Board Members may participate and vote on all matters (legislative, quasi-judicial, staff direction) and shall participate in executive sessions~~
- ~~b. All votes in a fully remote meeting shall be by roll call.~~
- ~~c. The Town will provide public access to the meeting through telephonic or other remote means, provided that such means allow the public to hear the Council and other participants in the meeting, and for the Council and other participants to hear any members of the public recognized to speak, if applicable.~~
- ~~d. Minutes are taken in accordance with Town policy.~~

~~C. For quasi-judicial matters, virtual participation and virtual meetings may only be used with the prior written consent of the applicant, in which the applicant waives any legal challenge to the hearing being conducted in such a manner.~~

~~B.—~~

- ~~1.—Statutory Boards (Town Council, Planning Commission, Urban Renewal Authority, Board of Adjustment): Statutory Boards may hold Hybrid Meetings in the Town Hall Board Room, subject to the following conditions:~~

- i. ~~To enable the Town Clerk to prepare an accurate meeting notice, Board and Commission members must indicate to the Town Clerk whether they plan to attend in-person no later than the Wednesday the week prior to the scheduled meeting.~~
- ii. ~~Hybrid Meetings will only be held if at least a quorum plan to attend in-person. Hybrid Meetings require significant staff logistical support to administer the meeting effectively, and it is not an appropriate use of staff time to accommodate this service when less than a quorum will be present in-person.~~
- iii. ~~If the Town Clerk does not hear from Board or Commission members about their preferences by the Wednesday before a meeting week, the default is to have an In-Person Meeting.~~

## ~~2. All Other Advisory Boards~~

- i. ~~Advisory board members decide annually whether they prefer Virtual Meetings OR In-Person Meetings. The advisory board chair must indicate the meeting format on the meeting agenda, which should be provided to the Town Clerk at least one week prior to the meeting to ensure meetings are noticed and set up correctly. Once decided, the meeting format will remain consistent for the remainder of the calendar year unless there are extenuating circumstances, such as inclement weather, and advisory board chair notifies the Town Clerk of a change with adequate time for the Town Clerk to accommodate the change.~~
- ii. ~~In-Person advisory board meetings will take place in the Community Room at Town Hall and must be noticed and recorded.~~
- iii. ~~Hybrid Meetings cannot be conducted in the Community Room due to equipment constraints and because additional staff time is not available to cover any additional meetings in the Board Room.~~

~~C. Determination and Notice. The decision to hold a Virtual Meeting shall be made by the Mayor (or the Chair of the commission, advisory board, or committee) if the Mayor or Chair determines that a situation exists where a Virtual Meeting would be in the best interest of the public health, safety, and welfare. Notice of Virtual Meetings shall be provided in the same manner as In-Person meetings and shall indicate the time of the meeting, the fact it will be a Virtual Meeting, and how the public may observe and participate in the Virtual Meeting.~~

~~D. Virtual Participation. Virtual Participation shall be allowed at all meetings held in the Board Room for members of the public. Virtual Participation in In-Person meetings by members of the Board of Trustee or other statutory boards and commissions shall be permitted only if a member is out of Town or for health reasons. Should a statutory board or commission member require Virtual Participation, they must provide at least 24-hour advance notice to the Town Clerk. The total number of statutory board or commission members participating virtually in an in-person meeting shall not exceed~~

~~two (2) members per meeting. Any member attending virtually shall keep their camera on during the meeting.~~

E.D. Emergencies. In the case of emergency, the Mayor may suspend any or all of this Policy.

**II. Applicability.**

Upon implementation, this Policy will apply to regular and special meetings and study sessions of the Town Council, and to all meetings of other Town boards, commissions, and committees.

**III. Reasonable Accommodation.**

The Town shall provide reasonable accommodations and shall waive or modify provisions of this Policy as necessary to provide individuals with disabilities full and equal access to all meetings.

This policy is hereby approved and adopted by Resolution ~~23-070~~ on this ~~June, 2023~~ 13<sup>th</sup> day of June, 2023.

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~~Justin Brooks~~ Andrew J. Moore, Mayor

**Revision History**

<b>Date of Review</b>	<b>Responsible</b>	<b>Summary of Change</b>
03/12/2024	Amy Teetzel	- Updated "Board of Trustees" to "Town Council" and Town Administrator" to "Town Manger" required by adoption of Home Rule Charter (not
<u>          </u>	<u>Meredyth Muth</u>	- <u>Amended entire policy.</u>



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

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**File #:** 2026-149, **Version:** 1

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**SUBJECT:**

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

**DEPARTMENT:** Choose Department.

**PRESENTER(S):**

**TIME ESTIMATE:** 20 minutes

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



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

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**File #:** 2026-150, **Version:** 1

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**SUBJECT:**

EXECUTIVE SESSION to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees, and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), concerning the appointment of an Acting Town Manager and the recruitment strategy for a candidate search

**DEPARTMENT:** Choose Department.

**PRESENTER(S):**

**TIME ESTIMATE:** 60 minutes

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



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 2/24/2026**

**File #:** 2026-151, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Designating an Acting Town Manager

**DEPARTMENT:** Administrative Operations

**PRESENTER(S):**

**TIME ESTIMATE:** 10 minutes

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

**FISCAL SUMMARY:**

Cost as Recommended:	\$ _____
Balance Available:	\$ _____
Fund	Choose a fund.
Line Item Number:	xxx-xx-xxx-xxxxxxx-xxxxxx
New Appropriation Required:	Yes/No

**POLICY ISSUES:**

The Town Charter provides for the appointment of a Town Manager by a majority vote of the Town Council. This position is currently vacant and appointing an Acting Town Manager requires a vote of Council. An Acting Town Manager will be able to fulfill the chief administrative officer duties on behalf of the Town during the recruitment and interview process.

**STAFF RECOMMENDATION:**

Consider appointing an Acting Town Manager.

**SUMMARY/KEY POINTS**

- The Town Manager’s position is directly appointed by Council.
- The position is currently vacant.
- The Town Council may appoint a Town Manager by a majority vote of the Town Council.

**BACKGROUND OF SUBJECT MATTER:**

NA

**ATTACHMENT(S):**

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**File #:** 2026-151, **Version:** 1

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1. Resolution Appointing Melissa Wiley as Acting Town Manager
2. Resolution Appointing an Alternate Person as Acting Town Manager

**Town of Erie  
Resolution No. 26-040**

**A Resolution of the Town Council of the Town of Erie Designating  
Melissa Wiley as Acting Town Manager**

**Whereas**, section 8.01 of the Town Charter provides for the Town Council to appoint a Town Manager by a majority vote;

**Whereas**, the Town Manager position is currently vacant;

**Whereas**, the Town Council will conduct a comprehensive search to appoint a permanent Town Manager; and

**Whereas**, as of February 18, 2026, the Town Council desires to appoint an Acting Town Manager to have and perform all the responsibilities, duties, functions, and authority of the Town Manager.

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

**Section 1.** The Town Council does hereby appoint Melissa Wiley to serve as the Acting Town Manager of the Town of Erie and to fulfill the duties of Town Manager as set forth in the Erie Charter and Erie Code of Ordinances, effective and commenced on February 18, 2026 and extending until \_\_\_\_\_.

**Section 2.** The Town Council approves and ratifies all actions taken by Melissa Wiley during this period of time.

**Section 3.** This resolution shall become effective immediately upon its adoption.

**Adopted this 24th day of February, 2026.**

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

**Attest:**

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

**Town of Erie  
Resolution No. 26-040**

**A Resolution of the Town Council of the Town of Erie Designating  
\_\_\_\_\_ as Acting Town Manager**

**Whereas**, section 8.01 of the Town Charter provides for the Town Council to appoint a Town Manager by a majority vote;

**Whereas**, the Town Manager position is currently vacant;

**Whereas**, the Town Council will conduct a comprehensive search to appoint a permanent Town Manager; and

**Whereas**, the Town Council desires to appoint an Acting Town Manager to have and perform all the responsibilities, duties, functions, and authority of the Town Manager.

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

**Section 1.** The Town Council does hereby appoint \_\_\_\_\_ to serve as the Acting Town Manager of the Town of Erie and to fulfill the duties of Town Manager as set forth in the Erie Charter and Erie Code of Ordinances, effective and commenced upon \_\_\_\_\_ and extending until a search process is completed.

**Section 2.** The Town Council hereby directs Town staff to present for its consideration at a future meeting a contract with the Acting Town Manager appointed herein, which shall include supplemental compensation for the Acting Town Manager.

**Section 3.** This resolution shall become effective immediately upon its adoption.

**Adopted this 24th day of February, 2026.**

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

**Attest:**

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

**Third Amendment to Agreement for Professional Services**  
**(Erie Lake Dam Seepage Rehabilitation Investigation, Analysis, and Design)**

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this \_\_\_\_ day of February, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and HDR Engineering Inc., an independent contractor with a principal place of business at 1670 Broadway, Suite 3400, Denver, CO 80202 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on June 25, 2024, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

Whereas, on January 29, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation (the "First Amendment"); and

Whereas, on October 27, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Second Amendment"); and

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

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

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

Scope of Work. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work.

Riprap sizing and wave runup analysis. The riprap sizing and wave runup analysis will be reported in a technical memorandum that will be appended to the design report (Task 04) and the design report will be updated to include a section summarizing and referencing the attached memorandum.

Title	Hours	Rate (\$/hour)	Total (\$)
Design Engineer V	26	175	4550
Environmental Specialist I	2.5	115	287.50
Environmental Specialist II	2	170	340
Project Manager Level III	11.5	240	2760
Senior Project Professional III	7	260	1820
Total	49		9757.50

Tree removal of three trees. Prior to tree removal, a raptor survey shall be conducted in accordance with Colorado Parks and Wildlife guidance to determine if the trees are known raptor nesting sites or potential raptor habitat. Perform a desktop and high-level on site wetland evaluation and proposed jurisdictional determination of the proposed construction area to determine exemption from C.R.S. § 25-8-205.1(2)(8)(b) as an off-channel reservoir and exclusion from C.R.S. § 25—8-201.2(2)(8)(d) as a body of water created entirely by excavating or diking uplands.

Title	Hours	Miles	Rate (\$/hour)	Total (\$)
Environmental Specialist II	40		146	5,840
Project Manager, Level III	4		240	960
Field Survey Mileage		133	0.75	99.75
Total				6,899.75

Construction Observation Plan and Pre-Construction Meeting. HDR will write the Construction Observation Plan for the Town’s review. Upon reconciliation of edits and comments, HDR will submit the Construction Observation Plan for CDSB review. HDR will participate in a Pre-Construction Meeting in accordance with Rule 8.1.3. HDR will help draft an agenda and the Design Engineer, Project Manager, and one Construction Engineer will attend the meeting in person.

Construction Oversight and Owner’s Engineer. HDR will provide construction oversight and quality assurance (QA) services for the installation of a soil-bentonite slurry trench cutoff wall, earthwork, geotextile installation, and riprap placement. Services include verification of contractor compliance with the Contract Documents, documentation, and technical evaluation necessary to confirm that the cutoff wall and embankment construction meets the design intent, performance criteria, and regulatory requirements.

Construction Oversight Services.

Trench Excavation Oversight: verify trench alignment, width, and depth relative to design tolerances; observe working platform construction to provide an adequate surface for cutoff wall construction; confirm slurry head is maintained above groundwater and meets minimum hydrostatic pressure requirements; observe excavation rate, trench stability, and slurry displacement behavior; document obstructions, sloughing, caving, or deviations from the

design trench geometry; verify compliance with trench bottom cleaning requirements.

Slurry Production Oversight: observe slurry mixing operations, hydration time, and storage procedures; verify slurry properties meet specification requirements, including density (mud balance), viscosity (Marsh funnel), sand content, pH, and filtrate loss; confirm slurry cleaning and recycling operations maintain required properties; document slurry replacement, desanding (if required); and disposal activities.

Soil-Bentonite Backfill Oversight: observe backfill production, including soil processing, bentonite addition, and slurry incorporation; verify uniformity of the SB mixture and compliance with moisture and bentonite dosage requirements; confirm backfill placement procedures prevent segregation, bridging, or void formation; monitor trench backfilling to ensure continuous, homogeneous placement from bottom to top; verify backfill elevation and final grading meet design requirements.

Upstream Embankment Fill Placement (Phase II), Crest Regrade, and Tree Removal Oversight during the Phase II construction will include observations and reporting of low permeability fill placement including compaction, installation of geotextile, placement of filter material, and salvaging, importing, and placement of riprap. Construction also includes crest regrading, revegetation, and import of crusher fines according to contract documents. Observation of tree removal near downstream toe of embankment will be performed to verify conformance to project and regulatory requirements.

Quality Assurance Verification: HDR will witness testing by Contractor at frequencies defined in the Project Specifications, including:

Slurry Testing: Density (ASTM D4380); Viscosity (ASTM D6910); Sand content (ASTM D4381); pH (ASTM E70); Filtrate loss (API RP 13B-1).

Soil-Bentonite Backfill Testing: Moisture content (ASTM D2216); Unit weight (ASTM D6938 or D5030); Atterberg limits (ASTM D4318); Gradation (ASTM D422 or D6913); Bentonite content verification (based on approved contractor construction plan); Sampling for

laboratory hydraulic conductivity testing (ASTM D5084).

Trench Geometry Verification: sounding rod or weighted tape depth measurements; verification of trench continuity and verticality; documentation of deviations and corrective actions.

Earthwork: compaction effort and testing; sample collection.

Documentation and Reporting:

Daily Field Reports will be completed daily and include: weather and site conditions; Contractor personnel, equipment, and work activities; testing performed and results; non-conformances and corrective actions; photographs of construction activities; quantities of slurry and backfill produced and placed; quantities of earthwork materials installed and placed.

Material Tracking: slurry batch logs; bentonite usage logs; backfill production records; delivery tickets and certifications.

Non-Conformance Reporting: issue Non-Conformance Reports (NCRs) for deviations; track corrective actions to completion; verify resolution and compliance.

Meetings and Coordination: attend weekly progress meetings and prepare meeting agendas and meeting minutes; provide technical input on field changes, unforeseen conditions, submittals, and requests for information (RFI)s; coordinate with contractor QC personnel to maintain alignment between QC and QA programs.

Health, Safety, and Environmental Compliance: comply with the HASP; observe contractor adherence to environmental protection requirements; document spills, releases, or environmental incidents.

Deliverables: HDR will provide meeting agendas, meeting minutes, daily field reports, review of slurry and backfill test logs, review of earthwork quality control testing, NCRs, corrective action documentation, and photo logs.

Request for Information and Submittal Review and Response: HDR

will reply to RFIs from the Contractor to provide clarification on contract documents. Responses may be provided through RFI forms but if changes to contract documents are required then Field Orders will be provided.

HDR will review and comment on the following contractor submittals for technical adequacy and conformance: schedule of values; informational Submittals (Certificates, Contractor Daily Reports, Surveying Plans/Records, Qualification Statements); erosion control; material submittals for landscape, parks, open spaces, and trails; earthwork plan; drilling records; earthwork QC Plan; soil samples; Field Test Reports; Laboratory Test Reports; Contractor As-Built Drawings; Cutoff Wall Construction Plan; material certifications; slurry mix design, including bentonite type, hydration protocol, and target properties; soil-bentonite backfill mix design, including bentonite dosage and moisture conditioning procedures; excavation and trench stability plan; slurry management plan (cleaning, recycling, disposal); equipment lists and calibration certificates; Contractor Quality Control (QC) Plan; survey control and layout procedures.

Construction Report. A comprehensive end of construction project report will be completed by Contractor summarizing: construction chronology; testing results and compliance evaluation; as-built trench geometry and backfill records; earthwork construction observations; deviations and resolutions; recommendations for post-construction monitoring.

First Filling Plan and Support: HDR will develop a First Filling Plan required by CDSB and a best practice when filling a reservoir after construction. First filling is anticipated to be less stringent at Erie Lake Dam with first filling protocol applying to the elevations between the current reservoir restriction elevation and the spillway sill elevation.

First filling support typically includes visual observation and instrumentation monitoring as the reservoir fills. HDR will provide an engineer to visit the site daily for 2 hours during the critical filling period but not full-time observation. The Town may be required to provide additional visual observation and instrumentation monitoring when HDR is not on site depending on the requirements of the First

Filling Plan approved by CDSB.

Project Management: additional project management is included for invoicing, meetings, health and safety, and other project management items.

Subtask	Hours	ODCs (\$)	Total (\$)
1. Construction Observation Plan and Pre-Con Meeting	24	108.75	5,008.19
2. Construction Oversight and Owner’s Engineer	1148	1,370.25	191,902.41
3. RFI and Submittal Review and Response	100		20,904.00
4. Construction Report	128		24,213.28
5. First Filling Plan and Support	69	108.75	12,986.03
6. Project Management	40		7,935.20
Total	1,537		262,949.11

Compensation. Exhibit A to the Agreement is hereby amended to increase the maximum amount of compensation to \$, allocated as follows:

Original Contract Amount: \$298,956.00

First Amendment: \$7,500.00

Second Amendment: \$9,300.00

Third Amendment: \$279,606.36

Total New Contract Amount: \$595,362.36

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

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

**Town of Erie, Colorado**

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

Attest:

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

**Contractor**

DocuSigned by:  
Joseph Schwarz  
73513DD1A1F0490...

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

### Certificate Of Completion

Envelope Id: 8F7DD87E-7D5C-4F47-849B-FE8DCCCA6B03  
 Subject: Complete with Docusign: 260212 Third Amendment HDR Engineering.docx  
 Source Envelope:  
 Document Pages: 7  
 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

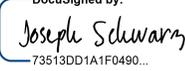
### Record Tracking

Status: Original  
 2/17/2026 4:00:28 PM  
 Holder: Lyndsy Willette  
 lwillette@erieco.gov  
 Location: DocuSign

### Signer Events

Joseph Schwarz  
 joseph.schwarz@hdrinc.com  
 Sr. Vice President  
 Security Level: Email, Account Authentication  
 (None)

### Signature

DocuSigned by:  
  
 73513DD1A1F0490...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 163.116.147.65

### Timestamp

Sent: 2/17/2026 4:01:30 PM  
 Viewed: 2/17/2026 4:06:07 PM  
 Signed: 2/19/2026 11:05:20 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/17/2026 4:06:07 PM  
 ID: 1fcce541-609e-49e2-8472-1849a2d3cbbc

### 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: 2/19/2026 11:05:20 AM  
 Viewed: 2/19/2026 2:26:10 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/12/2026 7:58:06 AM  
 ID: 61742c62-d67e-470e-8878-6737b462b09a

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	2/17/2026 4:01:30 PM
Certified Delivered	Security Checked	2/17/2026 4:06:07 PM
Signing Complete	Security Checked	2/19/2026 11:05:20 AM
Completed	Security Checked	2/19/2026 11:05:20 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.

## **Agreement for Professional Services**

This Agreement for Professional 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 Via Mobility, an independent contractor with a principal place of business at \_2855 N 63<sup>rd</sup> Street, Boulder, CO, 80301 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

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

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

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

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

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

### **II. Term and Termination**

A. This Agreement shall commence on the Effective Date, and shall continue for a term of two years unless otherwise terminated as provided herein.

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

### **III. Compensation**

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant \$450,000. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

### **IV. Professional Responsibility**

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

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

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

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

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

Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Consultant's noncompliance with such accessibility standards.

F. Consultant shall verify compliance with establishing and implementing a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655 as amended.

G. Consultant shall assume all obligations of the Town in strict accordance with the terms identified in Exhibits A, C, E, F, and G to the 2026 Funding Agreement for RTD Funding of Local Transportation Services, Town of Erie Microtransit Pilot, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference (the "Funding Agreement"). Consultant shall provide all services, including labor and equipment, and do all tasks necessary and incidental to complying with the Funding Agreement. Consultant understands that it is subject to, and must comply with, the applicable terms of the Funding Agreement and the exhibits thereto.

I. Consultant represents that it is listed in Sam.gov as 'active,' and has no debarments or suspensions on its record. Consultant's unique entity identifier ("UEI") is KHBGHAMJMH63.

**V. Ownership**

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

**VI. Independent Consultant**

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

## **VII. Insurance**

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

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, occupational disease, 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, the Colorado Department of Transportation ("CDOT"), and the Regional Transportation District ("RTD") and their officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.
4. Automobile Liability Insurance insuring against claims for bodily injury and property damage arising out of the ownership, maintenance or use of all owned/leased as well as hired and non-owned vehicles, with minimum limits of \$1,000,000 combined single limit.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Prior to performing any work under this Agreement, Consultant shall provide to the Town and RTD a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

D. Consultant and its subcontractors shall request their insurance policies contain language requiring the insurer to provide the Town and RTD with 30 days' advance notice of cancellation of policies. Consultant and its subcontractors shall be responsible to immediately notify the Town and RTD in writing by email of any changes to, cancellations of or notices of an insurer's intent to not renew insurance. Such notice shall be provided no later than 24 hours after Consultant or any of its subcontractors receives notice of any changes, cancellations or notice of an insurer's intent to not renew. Any notice of changes, cancellation or intent to not renew shall be provided to the designated notice contacts set forth IX(E) of this Agreement and to the RTD Department or Division as provided in Exhibit G of the Funding Agreement.

E. Consultant and its subcontractors and their agents and employees waive all rights of subrogation against the Town, CDOT, and RTD for any liability and workers' compensation claims they incur in relation to this Agreement and agree to have all such policies appropriately endorsed with a Waiver of Subrogation endorsement.

### **VIII. Indemnification**

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

### **IX. Miscellaneous**

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

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

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

D. *Third Parties.* CDOT and RTD are third-party beneficiaries of this Agreement. There are no other intended third-party beneficiaries to this Agreement.

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

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

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

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

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

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

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

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

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.*



## **Exhibit A Scope of Services**

The proposed scope of services must include at a minimum, the following items:

### Task 1: Project Management and Oversight

- Project management plan including project meetings, coordination, communication, invoicing, and schedule. This plan will be finalized during final contract negotiations.
- Establish a workplan that ensures the project meets the preferred service launch date.
- Provide a quality assurance/quality control plan/memo that outlines how the vendor will proactively manage the operations and ensure the highest quality service possible.

### Task 2: Service Design Verification and Refinement

- Analyze, verify, and finalize the proposed service area and characteristics, as shown in Attachment A, based on technology capabilities, costs, vendor modeling, or additional/new data.
- Record each request with a destination outside of service area for service analysis.
- Make necessary final adjustments to service plan to optimize service delivery.
- Obtain all necessary regulatory approvals.

### Task 3: Launch Program

- Recruiting and training of all necessary staff ahead of launch.
- Field test technology and shuttle operations and make any additional service adjustments.
- Help support program marketing and outreach, including providing vehicles to the Town for vehicle wrap installation ahead of launch.
- Participate in launch promotional event.

### Task 4: Operation of Service

- Daily service provision according to the service plan.
- Continuous and ongoing service improvements.
- Driver training and oversight.
- Daily service oversight, management, monitoring, and troubleshooting.
- Maintenance of vehicles.
- Crashes, incidents, and complaint investigation and reporting.

- Compliance with PUC regulations, as applicable.

#### Task 5: Assessment and Evaluation

- Quarterly meetings between Contractor and the Town during the project period including any training or updates that Town staff should be aware of.
- Monthly reporting of key performance metrics and benchmarking of performance, along with associated dashboard, graphics, and data.
- Quarterly written reports to the Town on project progress, performance, challenges, and adjustments.
- Service adjustment suggestions and associated service change implementation.

#### Town Provided Support

The Town agrees to provide the following:

- Data reporting to state and federal entities
- Support to resolving customer complaints that are escalated to the Town
- Marketing, promotion, and branding associated with the microtransit service
- Vehicle graphics and costs associated with design, production, and application

Additionally, the Town will handle all local, state, and federal reporting, data requests, grant management, and funding requests associated with the service.

#### Minimum Requirements

The Town has developed minimum and preferred requirements for this RFP.

Minimum requirements are as follows:

- Contractor must provide microtransit dynamic routing and service design management including, but not limited to, virtual stops, fixed stops, trip demand, zone-based vehicle assignment/dispatch, and ADA trip requests.
- Contractor must provide a fully tested (no Beta versions allowed) smartphone app (publicly available to both iPhone and Android users and meets ADA accessibility) interface to allow passengers to book and schedule microtransit trips in both English and Spanish. The app shall allow:
  - Passengers to see the microtransit service zone and available vehicles on a map interface.
  - Passengers to rate drivers and service quality.
  - Passengers to see information on the requested vehicle and driver prior to booking a trip or pick up.
  - Passenger to see estimated time of pick up, estimated time of arrival at requested destination, and selected travel route.
  - Passengers to indicate if they need an ADA-accessible vehicle.

- Passengers to indicate if they are 65+ or 13-18 years of age.
  - Passengers to indicate if trip is for medical, school or work purposes.
  - Passengers to indicate group size and specify if any children are riding.
  - Drivers to add walk up customers.
  - Real time audio/visual directions and notifications for drivers.
  - A passenger profile to be created that identifies special needs of the rider in terms of vehicle type and accessibility.
  - Technology upgrades over time for current and future app users.
  - Branding with the Town service name and logo.
  - Ability to show address and name of business when booking.
  - Ability to provide easy passenger directions to a virtual stop or pickup point (for example, nearby cross street).
- Contractor must provide sufficient driver personnel, administrative staff, and call center/dispatch staff necessary to operate the microtransit service, and all staff must be properly screened, trained, licensed, and monitored, according to applicable federal, state, and local laws and ordinances.
  - Contractor must provide the necessary vehicles to operate the transit service and be responsible for vehicle fueling, storage, appropriate licensing, preventative maintenance, cleaning, and unscheduled maintenance of said vehicles, according to industry norms and best practices. Vehicles must be no more than four years old and must be set up for passenger service (no conversions from freight vehicles will be allowed).
  - Contractor must provide its own facility(ies) for storing, maintaining and fueling the vehicles and housing operations, maintenance, and administration.
  - Contractor must have in place suitable insurance coverage including worker's compensation, vehicle coverage, and general liability insurance.
  - Contractor must provide access to microtransit to passengers without a smartphone through a dispatch phone number available at all times that the microtransit service operates in both Spanish and English.
  - Contractor must allow service adjustments to the transit service including possible fixed or flex route schedule and routing, microtransit zones, service times, service days, and trip booking parameters, as necessary to improve service over time (the Town understands that some service adjustments may require budget adjustments that will be discussed and agreed upon in writing as an amendment to the standard transit service agreement).
  - Contractor must identify and implement commercially available data security measures to protect customer personal information, including the use of

multifactor authentication if applicable. These measures must comply with applicable federal, state, and local laws and regulations including the Town’s policies, procedures, and practices.

- Contractor must be able to share data with the Town including without limitation:
  - Passenger counts (per day, per hour, per month, per vehicle).
  - Vehicle miles traveled.
  - Average trip length.
  - Unique new passenger numbers and statistics on rider retention over time.
  - User types and ride purpose
  - Cancellation rates and how they may relate to other factors such as wait time or destination outside of service area (controlling for weather).
  - Rejection or trip denied rates, reasons provided, if applicable.
  - On-time performance.
  - Trip fulfillment response time (time from when a passenger makes a trip request to when they are picked up).
  - Trip origin and destination pairs, including in map format.
  - Service utilization (passengers per hour) by time of day and day of week.
  - How new passengers learned about the service.
- The transit fleet must include an ADA accessible vehicle so that any passenger using a mobility device such as a wheelchair or walker can have that trip fulfilled in the equivalent timeframe to that of a passenger without a mobility device.
- Contractor must accept and work with any third-party service providers that the Town may need to contract with to improve the transit service.
- Contractor must allow vehicles to be wrapped and branded as a Town service, according to the defined program brand, color scheme, and logo (Town responsibility to provide design and costs associated with vinyl graphics application).
- Contractor must be able to comply with all applicable FTA requirements, certifications, clauses, and circulars.
- Contractor must comply with all applicable PUC regulations including obtaining a CPCN if operating outside the jurisdictional limits of the Town.
- Contractor must be able to provide monthly invoices that break out user types, maintenance, operating, and administration costs that make up the contracted hourly cost.
- Contractor must be listed in Sam.gov as ‘active,’ and have no debarments or suspensions on their record.

### Preferred Requirements

Preferred requirements for this RFP include:

- Bilingual drivers.
- Drivers with local knowledge of the service area.
- Ability for passengers to see real-time fixed route bus locations and estimated arrival times of the vehicle operating on the fixed route service (RTD), utilizing a smartphone app and/or website.
- Ability to integrate transit trip planning into Google Maps.
- Functionality to manage/minimize no-shows.
- Subscription/reservation trip booking functionality including for advanced multi-day bookings.
- Town access to data software platform and performance dashboard.
- A website booking option for those who may not want to use the smartphone or call-in options for microtransit trips.
- Existing CPCN to serve the Town and surrounding areas.

**Exhibit B**  
**2026 Funding Agreement for RTD Funding of Local Transportation Services,  
Town of Erie Microtransit Pilot**

This 2025 Funding Agreement for RTD Funding of Local Transportation Services of the Town of Erie Microtransit Pilot ("**Agreement**") is made and entered into as of \_\_\_\_\_, 2025 ("**Effective Date**"), between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("**RTD**") and the Town of Erie, a home rule municipality of the State of Colorado ("**Town of Erie,**" or "**Town**"). The Town and RTD may also be referred to herein individually as a "**Party**" and together as the "**Parties**".

**RECITALS**

RTD is authorized by the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.* (the "**RTD Act**"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.

Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203 *et seq.*, both RTD and the Town may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.

RTD currently operates a variety of fixed-route bus, light rail, and other transit services in and around the Town.

RTD established the RTD Partnership Program ("**Partnership Program**") to help communities within its District meet local mobility needs through transportation pilot projects of their own design. The intent of the Partnership Program is to fund additional transit deployment or other mobility services operated by the project sponsor or its procured contractor(s).

The Parties agree that the transit services provided by the Town described in **Exhibit A** ("**Services**") provide mobility and access to the business and residential areas in and around the Town.

In order to support transit services supplemental to those services provided by RTD in the Town, RTD wishes to contribute local funds to the Town for the provision of Services within the RTD District from 2026 to 2028 according to the terms and conditions as agreed by the Parties, as set forth herein.

**TERMS AND CONDITIONS**

**NOW THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**GENERAL.**

**Exhibits.** The following exhibits are attached and incorporated into this Agreement by this reference:

- Exhibit A:** Description of the Services
- Exhibit B:** Description of the RTD Funding
- Exhibit C:** Performance Expectations
- Exhibit D:** Communication and Notices – Contacts
- Exhibit E:** Special Provisions
- Exhibit F:** Transit Equity
- Exhibit G:** Insurance Requirements

**Recitals.** The recitals set forth above are incorporated herein by this reference.

**Other Agreements.** The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.

**OPERATIONS, MANAGEMENT AND CONTROL OF THE SERVICES.** The Town shall continue to manage and operate, either directly or through its designated agent(s), the Services as described in **Exhibit A**. The Town and/or its designated agent(s) shall be solely responsible for all operations, management, marketing, administration, and Services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the Services. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services. The Town shall operate the Services in compliance with all applicable laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, "**Laws**"), and the Town shall be solely responsible for compliance with all applicable Laws. Notwithstanding RTD's right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if the Town ceases to provide the Services.

**SERVICES.** The Services subject to funding pursuant to this Agreement must be provided as described in **Exhibit A**. No material changes shall be made to the Services during the term of this Agreement without the advance written agreement of both Parties. In the event that changes are made to the Services without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement with thirty (30) business days' prior

notice by RTD to the Town. The Town shall have thirty (30) business days from the date of notice to cure the deficiency to the reasonable satisfaction of RTD ("**Cure Period**"). In the event that the Town has not cured the deficiency within the thirty (30) business days, this Agreement will terminate, and RTD will not provide any funding for the Services after the Cure Period.

**RTD FUNDING.** RTD will reimburse the Town as partial funding for eligible Services provided in accordance with **Exhibit A** in the amount set forth in **Exhibit B**, but such amount will not exceed \$500,000.00 ("**RTD Funding**") for the term of this Agreement (January 1, 2026 to December 31, 2028). RTD Funding does not include any additional operating costs for services in excess of the Services as set forth in **Exhibit A**, including any special events and holidays. Under no circumstances will RTD be obligated to pay more than the RTD Funding or for Services not actually provided by the Town.

### **INVOICING AND PAYMENT.**

The Town will submit an invoice to RTD on a quarterly basis requesting payment of the RTD Funding for the Services. Unless otherwise agreed by the Parties, the invoice shall include a summary of service hours, mileage, passenger boardings, origin and destination information for services operated alongside a list of trips completed by month, and any other information that RTD otherwise reasonably requests.

RTD will pay all approved invoices within thirty (30) calendar days after RTD has received the invoice. If RTD does not approve an invoice from the Town, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

### **ELIGIBLE EXPENDITURES**

In the event that the Town incurs direct, out-of-pocket expenses other than for eligible expenditures in accordance with the approved project budget in **Exhibit B**, RTD shall reimburse the Town only for eligible expenditures in accordance with the approved project budget in **Exhibit B**.

The Town shall be responsible for ensuring that all items in **Exhibit A** meet the following guidelines:

The Town agrees to ensure that the program identified in **Exhibit A** as Services funded by this agreement relate to transportation services commencing or concluding in portions of the Town located within the RTD boundaries.

The Town agrees to further ensure that all trips paid for under this agreement that fall within the Program category of transportation services ("**Transportation Services**") under **Exhibit A** both originate and conclude within the RTD boundaries.

**RECORDS.** The Town, or its designated agent, will maintain full and complete financial records for the provision of the Services. Such records shall include any financial information to

support and document the operating costs and revenues relating to the Services and any other financial information specifically requested by RTD. The Town shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement. If applicable, National Transit Database (“**NTD**”) data shall be kept in accordance with Federal Transit Administration (“**FTA**”) requirements and shall be reported as part of RTD’s NTD submission.

**AUDITS.** RTD reserves the right to audit the Town, or its designated agent’s, books and records to determine compliance with the terms of this Agreement. In the event that an audit shows that the Town is not in compliance with any term of this Agreement, Town staff will meet with RTD staff within fifteen (15) calendar days of notification of audit findings to review and come to an agreement on solutions to any audit conclusions, including but not limited to the return of all or a portion of the RTD Funding previously paid to the Town under this Agreement. The Town shall provide RTD with a copy of the written results of any internal audit performed by the Town or another third party related to the performance of the Services within thirty (30) calendar days of the conclusion of such audit.

**MARKETING.**

The Services will not be designated, marketed, or promoted as an RTD-branded service, except that the Town shall allow RTD to display an appropriate RTD logo in accordance with the section titled “Partnership Logos” in the RTD Brand Book (a copy of which is available upon request), on all vehicles used to operate the Services or financially supported in part by RTD, if in the RTD referenced area, through this Agreement.

The Town and/or its designated agent(s) will market the Services, and such marketing will include but is not limited to developing a marketing plan and implementing the plan. A marketing plan may include the following elements: advertising, public relations, collateral materials, websites, coordination with other transportation programs, outreach, and training. RTD will have the advance opportunity to review and approve any marketing materials for the Services. Costs and expenses associated with the Town marketing efforts are not included in the RTD Funding.

**PERFORMANCE EXPECTATIONS.** RTD will set and assess Performance Expectations (“**Performance**”) of the Services, as defined in **Exhibit C**. RTD will evaluate the Services on a quarterly basis and notify the Town if RTD determines that the Services are not meeting the established Performance. If the Services do not meet the Performance by the end of the term of this Agreement, RTD Funding will not be continued.

**PROCUREMENT MONITORING.** Pursuant to RTD procurement policies and procedures (“RTD Procurement Policy”), RTD is responsible for ensuring that RTD funds are used to support procurement transactions that provide for full and open competition. RTD’s monitoring of compliance with RTD Procurement Policy will require, at minimum, a review of the procurement procedures used to procure any portion of the Services, either through site visits or a review of written procurement manuals and transactions. RTD will review each

procurement related to provision of the Services prior to release to ensure compliance with RTD Procurement Policy.

## **LIABILITY AND INSURANCE.**

The Parties agree that RTD shall have no liability to the Town or its designated agent(s), or to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by the Town. This provision shall survive termination of this Agreement.

The Town and/or its designated agent(s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any operations of the Services.

Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this section or elsewhere in this Agreement shall be construed as an express or implied waiver by either Party of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

The Town and/or its designated agent(s) (for purposes of insurance collectively referred to as "Contractor" in Exhibit G) shall maintain in full force and effect adequate insurance, in the amounts and coverages outlined in **Exhibit G**.

**TRANSIT EQUITY.** RTD has established a Title VI Program. The Town must adhere to all conditions set forth in **Exhibit F**.

## **GENERAL PROVISIONS.**

**Available Funding.** This Agreement does not contain any multiple-fiscal year financial obligations by either Party that extend beyond its current fiscal year. The financial obligations of the Parties under this Agreement shall be subject to and limited by the appropriation of sufficient funds. RTD Funding for this Agreement, as set forth in **Exhibit B**, has been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. Nothing herein obligates either Party to budget, authorize or appropriate funds for any future fiscal year.

**Other Sources of Funding.** Nothing in this Agreement will prevent the Town from collecting contributions or fees from entities other than RTD to help defray costs of providing the Services that are not supported by RTD under this Agreement, except that RTD shall not be a party to any such third-party arrangement.

**Merger.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties,

promises or agreements, express or implied, shall exist between the Parties, except as stated herein.

**Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the Town, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.

**Communication and Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the addresses specified on **Exhibit D**. The addresses or contacts may be changed by the Parties by written notice to the other Party.

**Term and Termination.** This Agreement shall be deemed to have commenced on January 1, 2026, and shall remain in effect until December 31, 2028, unless earlier terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on sixty (60) calendar days' prior written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates either Party to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.

**Amendment.** The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.

**Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

**No Effect on RTD Rights or Authority.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. seq.*

**Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.

**Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.

**Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

**Waiver.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

**No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

**Changes in Law.** This Agreement is subject to such modifications as may be required by changes in city, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

**Status of Parties.**

The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in this Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between the Parties. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

RTD shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the Town. The Town acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the Town or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The Town shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required

by law, and shall be solely responsible for its own actions, its employees and agents.

**Paragraph Headings.** The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

**Counterparts.** This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.

**Electronic Signatures.** This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

*[Signature pages follow]*

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

TOWN OF ERIE

By: \_\_\_\_\_

Debra A. Johnson  
General Manager and CEO

By: \_\_\_\_\_

Andrew Moore  
Mayor

ATTEST:

Approved as to legal form for RTD:

Approved as to legal form for Town of Erie

\_\_\_\_\_

XXXX  
(INSERT TITLE)

\_\_\_\_\_

Town Clerk

**Exhibit A**  
Description of the Services

Services Description:

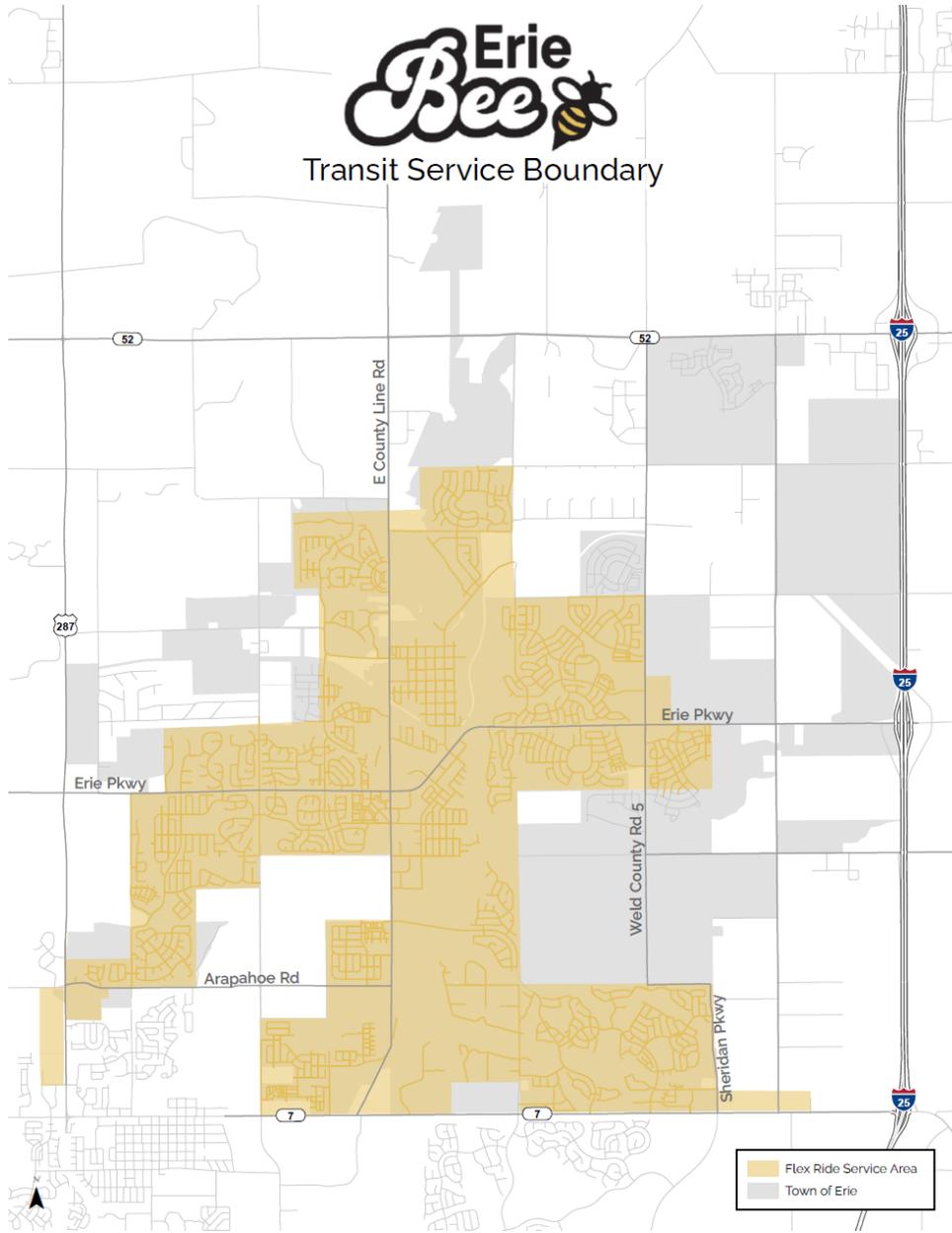
The Town will operate demand-responsive vehicles providing transit services for the general public within the RTD District up to 14 hours Monday through Friday for a total Annual Revenue Hours of up to 10,962 hours in the area identified in the map below. Hours are based on three (3) vehicles operating.

Span of Service:

Weekday-	6:00 AM- 8:00 PM
Saturday-	No service provided
Sunday-	No service provided

Annual Revenue Hours:

Weekday-	10,962
Saturday-	Not Applicable
Sunday-	<u>Not Applicable</u>
Total	10,962 estimate of hours if operating full schedule



**Exhibit B**

Description of the RTD Funding

RTD shall contribute up to \$500,000.00 towards the Town’s costs of operating the Services, as described in **Exhibit A**, for the period January 1, 2026, through December 31, 2028. Should the actual hours operated be reduced from those outlined in **Exhibit A**, payment will be reduced accordingly. The Town will contribute up to \$125,000.00 towards the costs of operating the Services.

Calendar Year	RTD Funding	Local Funding	Total
2027	\$500,000	\$125,000	\$625,000
Total Project Cost			\$625,000

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

## **Exhibit C**

### Performance Expectations

All RTD-funded microtransit projects must meet or exceed performance specifications as described below:

Two (2) passengers/boardings per hour

50% of trips wait time is less than 30 minutes

80% rolling stock reliability

**Exhibit D**  
Communication and Notices – Contacts

For the Town:

Town of Erie  
645 Holbrook St.  
Erie, Colorado 80516  
Attn: Miguel Aguilar  
720.698.2293  
maguilar@erieco.gov

For RTD:

Regional Transportation District  
1660 Blake St.  
Denver, Colorado 80202  
Attn: Erin Vallejos  
303.299.6177  
erin.vallejos@rtd-denver.com

**Exhibit E**  
Special Provisions

**REPORTS.** On a quarterly basis, the Town or its designated agent will submit a report to RTD providing a summary of Services. The Quarterly Report must include the following: (1) ridership by day, and hours operated; and (2) the number passengers and wheelchairs.

**ADDITIONAL RECORD KEEPING AND REPORTING REQUIREMENTS.** In addition to the requirements set forth in Section 7 of this Agreement, the Town or its designated agent will maintain and make available for RTD audit, records of passenger boardings, passenger mileage, vehicle mileage, and any other information RTD requests. Data required by NTD of the Parties shall be kept in accordance with FTA requirements and regulations.

**MARKETING MATERIALS.** The Town will provide RTD with copies of any proposed marketing materials for the Services. RTD will have ten (10) business days to review any materials and provide comment to the Town. The Town will have final say on any issues related to marketing materials or marketing plans.

**DRUG AND ALCOHOL TESTING PROGRAM:** The Town shall require its contractor(s) providing the Services to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 40 and Part 655 and review the testing process. The Town further agrees to: (i) certify annually its compliance with Part 40 and Part 655 prior to December 31 of every year during the Term of this Agreement; (ii) submit the Management Information System (MIS) reports by no later than February 15 of every year during the Term of this Agreement to the HR DOT Compliance Department, Regional Transportation District, 1660 Blake St., Denver, Colorado 80202; and (iii) no less than two (2) weeks prior to the execution of this Agreement, provide RTD copies of the drug and alcohol testing program policies of each of its contractor(s) providing the Services. To certify compliance, the Town shall use the "Alcohol and Controlled Substances Testing Certification" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

A contractor that has no prior relationship with RTD, or RTD's current contractors, will be required to provide RTD's HR DOT Compliance Department with a Designated Employer Representative (DER), and a back-up DER, as points of contact for drug and alcohol testing compliance issues. Both the DER and back-up DER must have sufficient experience in the administration of a regulated drug and alcohol program (at least two (2) years) or have completed a Transportation Safety Institute Substance Abuse Management class at least three (3) months prior to award of the contract from the Town. Compliance with all applicable rules and regulations applies from the start of the contract.

## Exhibit F

### Transit Equity

#### Transit Equity

RTD has established a Title VI Program in pursuit of transit equity and compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, Executive Order 12898 (Environmental Justice), and applicable requirements. The objectives of RTD's Title VI Program include:

1. Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
2. Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
3. Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

For the purposes of achieving these objectives, the Town will be treated as an extension of RTD for compliance with the objectives of Title VI.

The Town agrees to operate its RTD funded services without discrimination based on race, color, or national origin in accordance with RTD's Title VI Program. Pursuant to compliance with RTD's Title VI Program, the Town shall:

1. Post a notice regarding the RTD funded service containing the following language: This service is funded in partnership with RTD. RTD operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes they have been subjected to unlawful discrimination under Title VI may file a complaint with RTD.

To file a complaint or obtain more information regarding RTD's complaint procedures, visit <https://www.rtd-denver.com/reports-and-policies/title-vi-policy>; call 303.299.6000; email [titlevicomplaints@rtd-denver.com](mailto:titlevicomplaints@rtd-denver.com) or visit RTD's administrative office at 1660 Blake St., Denver, Colorado 80202.

1. The Town must post a copy of this notice on their website and any vehicles of services that are RTD-funded.
2. Notify RTD of any written complaints asserting discrimination based on race, color or national origin involving RTD funded services within fifteen (15) calendar days of receipt.

The Town shall comply with any investigations and requests for information regarding complaints of discrimination.

Should RTD find that any practice, policy, or procedure of the Town results in a discriminatory outcome, RTD will provide specific instructions to the Town on how corrective action shall be taken.

Pursuant to FTA regulations, the Town shall submit a letter to RTD indicating it is meeting Title VI requirements ("Title VI Letter") within thirty (30) calendar days following the Effective Date. The Town shall include its Title VI Program and Title VI Notice as attachments to the Title VI Letter.

To the extent that one or more substantially similar agreements are executed for RTD funding of the Town provision of the Services for years occurring after the expiration of the term of this Agreement, the Town shall be required to submit the Title VI Letter to RTD every three (3) years.

**EXHIBIT G**

**REGIONAL TRANSPORTATION DISTRICT  
INSURANCE & BOND REQUIREMENTS  
FUNDING INTERGOVERNMENTAL AGREEMENTS - MICROTRANSIT**

**PUBLIC ENTITY  
SELF-INSURANCE ACKNOWLEDGEMENT**

The Town is a governmental entity that is either self-insured for or agrees to maintain the coverages set forth below. The Town shall have the right to comply with and satisfy any or all of its insurance obligations under this Agreement in lieu of actually obtaining the applicable insurance policies by notifying RTD of the Town's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed herein shall apply. If requested by RTD at any time, the Town shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD.

In addition, the Town shall require that its Contractor(s) and subcontractor(s) procure and maintain the following types of insurance, at minimum, with an insurer or insurers and in a form satisfactory to RTD:

**General**

All defined terms contained in this **Exhibit F** shall have the same meaning ascribed to them in this Agreement.

The Contractor shall procure and maintain, and shall require that its subcontractors purchase and continuously maintain in full force and effect for the term of this Agreement, all insurance policies specified in this Exhibit F. The Contractor shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under this Agreement, and liability of Contractor under this **Exhibit F** shall not be limited to coverage provided under said insurance policies. The Contractor and its subcontractors shall remain solely and fully liable for all deductibles/Self-Insured Retentions (SIRs) and amounts in excess of the coverage actually realized.

**Commercial Automobile Liability Insurance**

At all times during the performance of this Agreement, the Contractor and its subcontractors shall have and maintain Automobile Liability Insurance insuring against claims for bodily injury and property damage arising out of the ownership, maintenance or use of all owned/leased as well as hired and non-owned vehicles. The Automobile Liability policies shall have minimum limits of liability as follows:

Amount of Coverage:                    \$1,000,000 combined single limit

### **Workers' Compensation and Employer's Liability Insurance**

At all times during performance of this Agreement, the Contractor and its subcontractors shall each have and maintain Workers' Compensation Insurance sufficient to meet its statutory obligations to provide benefits for their contractual and statutory employees with claims of bodily injury or occupational disease (including resulting death).

The **Contractor** and its subcontractors shall each provide Employer's Liability Insurance covering their legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by their contractual and statutory employees with minimum limits of liability as follows:

Amount of Coverage:                    \$1,000,000

### **Endorsements, Waivers and Related Requirements**

Prior to performing any Work, the Contractor shall furnish RTD with proof of insurance and a certificate of insurance for each of the Contractor's and each of its subcontractors' policies. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

3. The Contractor and its subcontractors shall request their insurance policies contain language requiring the insurer to provide RTD with 30 calendar days' advance notice of cancellation of policies by Registered or Certified mail. Regardless, the Contractor and its subcontractors shall be responsible to immediately notify RTD in writing by email of any changes to, cancellations of or notices of an insurer's intent to not renew its insurance. Such notice shall be provided no later than 24 hours after the Contractor or any of its subcontractors receives notice of any changes, cancellations or notice of an insurer's intent to not renew. Failure to provide the notice shall be breach of this Agreement and this Agreement may be terminated. Any notice of changes, cancellation or intent to not renew shall be provided to the designated RTD Department or Division as provided herein. Such notice requirement does not waive the insurance requirements contained herein.
4. For the insurance specified herein, RTD and its members, directors, officers, employees and agents shall be named as an additional insured (except Workers' Compensation).
5. The Contractor and its subcontractors and their agents and employees waive all rights of subrogation against RTD for any liability and workers' compensation claims they incur in relation to this Agreement and agree to have all such policies appropriately endorsed with a Waiver of Subrogation endorsement.

6. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. The amount of insurance must be **at least** equal to the limits of liability required herein.

### **Acceptable Insurance Company**

The insurance company providing any of the insurance coverage required herein shall have at a minimum an AM Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) or equivalent from similar rating agency and shall be subject to prior approval by RTD. Each insurance company's rating as shown in the latest AM Best Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

### **Premiums, Deductibles and Self-Insured Retentions**

The Contractor and its subcontractors shall be responsible for payment of premiums for all of the insurance coverages required hereunder. The Contractor and its subcontractors further agree that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor and its subcontractors are responsible hereunder, the Contractor and its subcontractors shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the Contractor's and its subcontractors' insurance must be declared and approved in writing by RTD prior to entry upon, above or adjacent to RTD property and prior to commencement of any Work under this Agreement.

### **Certificate of Insurance**

The Contractor will deliver to the designated RTD Department or Division a certificate of insurance with respect to each required policy to be provided by the Contractor and its subcontractors. The required certificates must be signed by the authorized broker or agent representative of the insurance company shown on the certificate and authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements, waivers, and related requirements described above shall be attached to the certificates of insurance when submitted to RTD. A certified, true and exact copy of each insurance policy (including renewal policies) required under this Agreement shall be provided to RTD if so requested within three (3) business days.

### **Maintenance of Coverage and Renewal Policies**

No less than 21 calendar days prior to the expiration date of any policy to be provided by the Contractor and its subcontractors, the Contractor shall promptly deliver to RTD proof of insurance required by the terms specified herein for at least the next twelve months after the expiration date of any policy. Such insurance may be either a renewal policy or a new policy or policies.

### **No Recourse**

There shall be no recourse by any party, insurer, the Contractor or its subcontractors against RTD for the payment of premiums, deductibles, self-insured retentions or other amounts with respect to the insurance required from the Contractor or its subcontractors.

### **Failure to Provide or Maintain Insurance Coverages**

The Contractor's failure to have or maintain, or failure to require its subcontractors to have or maintain, any of the insurance coverage required herein shall constitute a breach of this Agreement. In addition to the remedies that RTD may have under the insurance specified herein, RTD may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor or its subcontractors) or RTD may procure substitute insurance. The Contractor is responsible for any costs incurred by RTD in maintaining the insurance coverage required by the terms specified herein or providing substitute insurance. Such costs may be charged to the Contractor or may be deducted from any sums due and owing to the Contractor.

### **BOND REQUIREMENTS**

**None required.**





### Certificate Of Completion

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 Source Envelope:  
 Document Pages: 35  
 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: 73.95.181.130

### Record Tracking

Status: Original  
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 Holder: Lyndsy Willette  
 lwillette@erieco.gov  
 Location: DocuSign

### Signer Events

Frank Bruno  
 fbruno@viacolorado.org  
 Chief Executive Officer  
 Via Mobility Services  
 Security Level: Email, Account Authentication  
 (None)

### Signature

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.130.178

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### 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

Frank Bruno  
 fbruno@viacolorado.org  
 Chief Executive Officer  
 Via Mobility Services  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

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 ID: 4408037e-3786-4d38-bcff-adeffc0adfc12

Miguel Aguilar  
 maguilar@erieco.gov  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

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**Electronic Record and Signature Disclosure:**  
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### Witness Events

### Signature

### Timestamp

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	2/4/2026 4:38:23 PM
Signing Complete	Security Checked	2/4/2026 4:38:31 PM
Completed	Security Checked	2/4/2026 4:38:33 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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.

**First Amendment to Agreement for Professional Services**  
**(Design Services for Erie Community Center Renovation and Expansion Project (P25-520))**

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this \_\_\_\_ day of February, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Collab Architecture, an independent contractor with a principal place of business at 9217 Eastman Park Drive Suite 3, Windsor, CO, 80550 ("Consultant" hereinafter "Engineer") (each a "Party" and collectively the "Parties").

Whereas, on June 23, 2025, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

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

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

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

Party Names. All references to "Consultant" shall be replaced with "Engineer".

Scope of Work. Exhibit A is amended to include the Scope of Work attached hereto.

Compensation. Section III is amended as follows:

In consideration for the completion of the Scope of Services by Engineer, the Town shall pay Engineer \$1,777,133, which includes a base amount of \$1,615,575 and a contingency of \$161,558. The contingency amount will only be paid upon the Town's approval. This amount shall include all fees, costs and expenses incurred by Engineer, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Engineer may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

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

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

**Town of Erie, Colorado**

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

Attest:

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

**Engineer**

Signed by:  
*Jordan Lockner*  
\_\_\_\_\_  
A1729188973E47C...

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**

### Engineer's Duties

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

Engineer shall refine/finalize conceptual designs/programming for both the building addition(s) and existing facility.

Engineer shall provide standard design services, including deliverables, at each phase of design consisting of, but not limited to, the following:

- A. Conceptual Design
- B. Schematic Design (SD)
- C. Site Plan completion and plan application
- D. Design Development (DD)
- E. Construction Documents (CD)
- F. Bidding
- G. Permit Application(s)

The SD, DD, and CD phases for the project within the program shall be accompanied by progressively refined estimates of construction cost. Upon completion of each phase, Engineer shall seek Town of Erie authorization before proceeding to the next phase.

Engineer shall provide the following design disciplines (at a minimum) with either in-house professionals or subconsultants:

- A. Recreation Center Architectural Design
- B. Civil Engineering and Landscape Design
- C. Structural Engineering
- D. Mechanical, Electrical, and Plumbing Engineering
- E. High Performance Building Design
- F. Interior Design, Including FF&E
- G. Lighting Design
- H. Acoustic Design
- I. Fire Protection Design
- J. Low Voltage Engineering Design
- K. Construction Cost Estimating
- L. Other disciplines as required to produce full and complete Construction Documents

The ECC Conceptual study was completed in January of 2026. This report provides an updated detailed needs assessment for the current facility, detailed ECC Programming Data, proposed design concepts, and cost analysis. The report shall guide design of the

new addition(s) and renovation of the existing facility, as it relates to future growth and long-term solution(s).

All work products shall meet the building codes, regulations and standards of the Town of Erie, Planning, Building and Engineering Departments.

Engineer shall be available to attend at least two (2) community meetings (2) Town Council meetings, outlining plans, options, events, schedules and cost and other details of the project as needed.

The anticipated timeline from date of contract execution is as follows:

<b>Task</b>	<b>Time</b>
Design	5 months
Construction Documents	6 months
Bid (CMAR/GCMC)	2 months

Upon completion of the new construction and renovations the finishes shall be integrated throughout the facility. It is the intent that the addition be complementary to the existing building for the exterior design.

For space planning and programming the designated space sizes shall be observed.

**Offices**

Executive Office	200 sq. ft.
Director and Deputy Director Office	180 sq. ft.
Professional Office	120 sq. ft.

**Work Stations**

Administrative/Technical/Accounting	64 sq. ft.
Flexible work station	36 sq. ft.
Intern/Seasonal	36 sq. ft.

**Meeting Rooms**

Small Meeting Room (6-8 people)	160 sq. ft.
Medium Meeting Room (12 people)	200 sq. ft.
Large Meeting Room (16 people)	300 sq. ft.

The Design Advisory Group (DAG) will consist of the Engineer, Town of Erie Owner’s Representative(s), and a small (less than 10 person) committee of Town staff to determine design efforts. The Engineer shall meet with the DAG and gain approval prior to final submission of design to Town Council or the public.

The Engineer shall assist the Town with the selection of a Construction Manager/General Contractor (CMGC) and may assist with the selection of a Town Owner representative. The Town will make final selection for both.

The Erie Community Center is over 50,000 square feet, so the energy use for the building is required to be benchmarked in Energy Star Portfolio Manager. Design for the Renovation and Expansion project should follow Designed to Earn the ENERGY STAR Certification Guidelines and LEED design standards to the highest level possible within the allowable limits of the project budget. High Efficiency energy modeling shall be conducted as part of the design process. Feasibility and cost modeling for other energy efficient and sustainable design measures are to be explored in the design process.

The Erie Community Center was constructed in 2005 so the Town believes there are no environmental issues such as asbestos to mitigate, however should environmental issues be present the contractor shall be responsible for action planning and documentation of all remedial efforts.

#### Engineer Deliverables

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

- Complete Construction Documentation and all deliverable items outlined in the Exhibit A Scope of Services above, Professional Services Agreement dated June 23, 2025, Request for Proposal (RFP) Solicitation (PR-25-06 – Erie Community Center Renovation and Expansion Project – Design Services) dated April 7, 2025

## **Exhibit B Agreement Documents**

The Agreement Documents consist of the following:

- This Amendment
- Professional Services Agreement Dated June 23, 2025, which is not attached hereto
- RFP dated April 7, 2025, which is not attached hereto

**Third Amendment to Construction Manager at Risk Contract  
(Police Department Expansion and Remodel Project (P24-519))**

This Third Amendment to Construction Manager at Risk Contract (the "Third Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Fransen Pittman Construction, an independent contractor with a principal place of business at 522 Main Street Windsor, CO ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on August 26, 2025, the Parties entered into a Construction Manager at Risk Contract (the "Contract");

Whereas, on October 28, 2025, the Parties entered into the First Amendment to the Contract (the "First Amendment");

Whereas, on November 18, 2025, the Parties entered into the Second Amendment to the Contract (the "Second Amendment");

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

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

1. Section 4.02 of the Contract is hereby amended by the addition of new subsection D to read as follows:

4.02 For Phase 2 - Construction Services:

D. In full consideration of all remaining construction work for the Police Department Expansion and Remodel Project not included in Bid Package 01 or Bid Package 02, including, without limitation: General Conditions; building concrete and precast construction; unit masonry; structural steel and miscellaneous metals; rough and finish carpentry; moisture protection, roofing, metal wall panels, and sealants; Openings; doors, windows, and glazing systems; interior finishes including drywall, ceilings, flooring, and painting; specialties and equipment; furnishings; conveying systems; mechanical, plumbing, and HVAC systems; electrical and low-voltage systems; and all associated coordination, commissioning, and project closeout activities during the Construction Phase of the Contract, the Owner will pay to the Contractor \$29,318,751 ("Bid Package 03 Cost").

The Bid Package 03 Cost is based on the proposal from Fransen Pittman dated February 11, 2026, and is further described in the Exhibits identified in paragraph 3 below. The Bid Package 03 Cost shall be paid in accordance with the provisions of the Contract, including, without limitation, the withholding of applicable retainage.

1. The Bid Package 03 Cost is based on 100% construction documents dated December 22, 2025, Addendum No. 1 dated January 12, 2026, and Addendum No. 2 dated January 16, 2026, prepared by D2C Architects. The Bid Package 03 cost is in addition to the previously authorized Phase 1 Pre-Construction Services and Phase 2 Construction Services not-to-exceed fee of \$11,553,204, as set forth in the Second Amendment.
  2. Bid Package 03 establishes the final GMP, as that term is defined in Section 2.01.A.1 of the Contract, in the amount of \$40,871,955. The GMP includes contingency, project escalation, and other indirect costs as detailed in Exhibit A.3. Such contingencies and allowances are subject to drawn down only as authorized by the Owner in accordance with the Contract Documents.
2. Section 4.02 of the Contract is hereby further amended by the addition of new subsection E to read as follows:
- E. Reconciliation of Guaranteed Maximum Price:
1. The final GMP established in subsection D above supersedes and replaces the IGMP of \$41,266,172 established in the First Amendment. The Owner acknowledges that the final GMP represents the total fixed limit of construction cost for the Project.
  2. The combined total of Bid Package 01, Bid Package 02, and Bid Package 03 costs, together with the Phase 1 Pre-Construction Services fee of \$60,000, shall not exceed the final GMP without the Owner's prior written approval.
  3. Any unused portions of construction contingency, bidding and buyout contingency, or other allowances included in the GMP shall be returned to the Owner as savings upon final completion of the Project.
3. Section 8.01.A. of the Contract is hereby amended by the addition of new Subsection 11 to read as follows:
11. Contractor Bid Package 03 Exhibits, attached hereto and incorporated herein:
- a.3 Exhibit A.3 – 100% Construction Document Estimate (BP03)
  - b.3 Exhibit B.3 –Trend Log (BP03)
  - c.3 Exhibit C.3 – Buyout Summary (BP03)
  - d.3 Exhibit D.3 – Drawings and Specifications Index (BP03)
  - e.3 Exhibit E.3 – Clarifications (BP03)
  - f.3 Exhibit F.3 – Labor Rates and Insurance Rates (BP03)
  - g.3 Exhibit G.3 – Standard Tool and Equipment Rates (BP03)
  - h.3 Exhibit H.3 – Recommended Subcontractors (BP03)
  - i.3 Exhibit I.3 – Master Schedule (BP03)
4. Article 3, Section 3.01.C of the Contract is hereby amended to read as follows:
- 3.01 Construction Phase:

C. Substantial Completion of the entire Work shall be achieved on or before February 3, 2028, subject to adjustments of the Contract Times as provided in the Contract Documents. In addition, Contractor shall achieve the following interim milestones, subject to approved time extensions:

- (i) Addition Core & Shell completion by October 6, 2026;
- (ii) Second Floor Addition Buildout completion by February 1, 2027;
- (iii) First Floor Addition Buildout completion by April 2, 2027;
- (iv) Addition Temporary Certificate of Occupancy by April 13, 2027;
- (v) Existing Building Remodel completion by January 5, 2028; and
- (vi) Final Certificate of Occupancy by January 31, 2028.

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

*[Signatures to Follow]*

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

**Town of Erie, Colorado**

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

Attest:

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

**Contractor**

DocuSigned by:  
*Josh Davis*  
\_\_\_\_\_  
08D28C6DA3E44B2...

Josh Davis, VP of Northern Colorado Operations

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

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of Fransen-Pittman Construction Co., Inc.

My commission expires:

(Seal)

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