

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING ¹
Tuesday, January 14, 2014
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook Street, Erie, CO 80516

STUDY SESSION 5:45 P.M. COMMUNITY ROOM

I. CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

III. APPROVAL OF THE AGENDA

IV. CONSENT AGENDA (The consent agenda is intended to contain items that are prepared to be decided without discussion. Any Board member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under IX. General Business, a. in the order they appear on the Agenda.) (This should be done prior to the motion to approve.)

- a. Approval of the December 10, 2013 Meeting Minutes
- b. Resolution 14-01; A Resolution Designating Public Posting Notices For the Year.
- c. Resolution 14-02; A Resolution for the Town of Erie's 3 Mile Plan. Purpose: Set 3 Mile boundary For Land Uses and Governing Documents.
- d. Resolution 14-03; A Resolution Authorizing Payment to IMA of Colorado For Providing Liability And Property Insurance To The Town For 2014
- e. Resolution 14-04; A Resolution Authorizing Payment to Anthem Blue Cross and Blue Shield of Colorado for Providing Medical Insurance
- f. Resolution 14-05; A Resolution Authorizing Payments To Various Vendors Providing Services to the Town of Erie For 2014
- g. Resolution 14-06; A Resolution Authorizing the Renewal of Public Works Service Contracts
- h. Resolution 14-07; A Resolution Approving Acting by and Through Its Erie Water Activity Enterprise to Continue its Participation in the Northern Integrated Supply Project
- i. Resolution 14-08; A Resolution Awarding a Contract for ADA Accessible Portable Restrooms
- j. Resolution 14-09; A Resolution Awarding a Contract for ADA Ramp and Sidewalk Repairs at Meadowview Parkway and Longs Park
- k. Resolution 14-10; A Resolution Awarding a Construction Contract for the NWRF Reuse Reservoir Flood Damage Repairs

¹ FOR MORE INFORMATION ON THE AGENDA ITEMS LISTED OR FOR INDIVIDUALS WITH DISABILITIES NEEDING AUXILIARY AIDS OR TO REQUEST ASSISTANCE, PLEASE CONTACT THE TOWN CLERK'S OFFICE AT 645 HOLBROOK STREET, P.O. BOX 750, 303-926-2731.

CONSENT AGENDA (continued)

- l. Resolution 14-11; A Resolution to Apply for an Annually Renewable Perpetual Water Contract for the Right to Use Colorado Big Thompson Project Water and for Cancellation of Temporary Use Permits
- m. Resolution 14-12: A Resolution Approving a Grants to Community Application for the American Cancer Society Relay for Life
- n. Resolution 14-13; A Resolution Approving Rebate Program for High Efficiency Washing Machines
- o. Resolution 14-14; : A Resolution Approving a Grants to Community Application for the ,Erie Community Library and Erie Historical Society
- p. Resolution 14-15 A Resolution Approving a Services Agreement with Critigen LLC to Provide Server Virtualization Services
- q. Resolution 14-16; A Resolution of the Town of Erie, Approving an Intergovernmental Agreement by and Between the County of Weld and the Town of Erie for Payment of Bonus Amounts for Certain Reported Oil and Gas Employees Residing Within Municipal Boundaries
- r. Resolution 14-17; A Resolution of the Town of Erie, Authorizing Payment to Pinnacol Insurance for Workers' Compensation Insurance for 2014.
- s. Resolution 14-18; A Resolution Authorizing the Approval of for Flatiron Meadows Development Agreement and Final Plat
- t. Resolution 14-19; A Resolution Accepting Easements for Sanitary Sewer for Flatiron Meadows
- u. Resolution 14-20; A Resolution Authorizing the Extension of a Real Estate Consulting Contract
- v. Resolution 14-21; A Resolution by the Board of Trustees of the Town of Erie Approving the Street Name Changes from Daybreak Boulevard to Colliers Boulevard and Daybreak Parkway to Colliers Parkway
- w. Ordinance 01-2014; An Ordinance Annexing the Isabelle Annexation No. 1 and No. 2, to the Town of Erie, Colorado, Providing for the Effective Date of this Ordinance; Setting Forth Detail in Relation Thereto (SECOND READING)
- x. Ordinance 02-2014; An Ordinance Zoning the Isabelle Annexation No. 1 and No. 2; Providing for the Effective Date of this Ordinance; Setting Forth Details in Relation Thereto (SECOND READING)
- y. Ordinance 03-2014; An Ordinance of the Town of Erie, Colorado, Regarding Amendments to Standards and Specifications (SECOND READING)
- z. Ordinance 04-2013; An Ordinance of the Town of Erie, Colorado Vacating a Portion of a Drainage Easement; and Setting Forth Details in Relation Thereto (SECOND READING)

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- V. **PUBLIC COMMENT** (This agenda item provides the public an opportunity to discuss items other than ordinances on second reading, public hearings and consent agenda items that are not on the agenda. The Board of Trustees is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.)
- VI. **PROCLAMATIONS AND PRESENTATIONS** (This agenda item is intended to contain Presentations to the Board that do not require any Board action. Presentations are limited to fifteen (15) minutes.)
- a. Mountain View Fire Protection District Update
 - b. Design Build Award for the North Water Reclamation Facility
 - c. Rod Tarullo the Director of Parks, Recreation, and Golf for the City of Golden-National Gold Medal Award for Excellence in the Field of Parks and Recreation Management from the American Academy for Parks and Recreation Administration
 - d. 2013 Rocky Mountain Water Tasting Award
- VIII. **RESOLUTIONS** (This agenda item is for all matters that should be decided by resolutions.)
- NONE SCHEDULED
- IX. **ORDINANCES** (To adopt an Ordinance of the First Reading, a Motion/Second/Approval is required to suspend Resolution 02-44 and adopt the Ordinance on the First Reading.)
- a. Ordinance 05-2014; An Ordinance of the Town of Erie, Colorado, Approving the Initial Zoning to PD – Planned Development for the Golden Run Subdivision ; and Providing, for the Effective Date of This Ordinance; and Setting Forth Details in Relation Thereto.
(SECOND READING) Staff is requesting this item be continued to the January 28, 2014 Regular Meeting of the Board of Trustees
- XI. **GENERAL BUSINESS** (This agenda item is reserved for matters that are ready for Board action, and do not fit into other categories, i.e. resolutions, ordinances...)
- a. Board Approval/ Involvement in Public Policy Actions- (Home Licensing Campaign.)
 - b. Review Boulder County Consortium of Cities Legislative Agenda
 - c. Keep Erie Safe Committee
- XII. **STAFF REPORTS** (This agenda item is reserved for specific items from Staff requiring Board direction or just relaying important information.)
- a. A.J. Krieger, Town Administrator
- XIII. **BOARD OF TRUSTEES REPORTS & APPOINTMENTS** (This agenda item is for all Board of Trustees reports, Board & Commission Appointment, and items of information as well as Board discussion items, not listed on the agenda.)
- a. BOT Reports
- XIV. **ADJOURNMENT** (The Board's Goal is that all meetings be adjourned by 10:30pm. An agenda check will be conducted at or about 10:00 p.m., and no later than at the end of the first item finished after 10:00 p.m. Items not completed prior to adjournment will generally be taken up at the next regular meeting.)

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING 1
Tuesday, December 10, 2013
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Wilson called the December 10, 2013 Regular Meeting of the Board of Trustees to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

- a. Mayor Wilson introduced Cub Scout Pack 62 as the recipients of this meeting's Young Patriots Award and members of Erie Youth Football League were awarded certificates of achievement for winning the U10 and U11 Title 2 Championships.

Roll Call: Trustee Carnival –present
 Trustee Gruber – present
 Mayor Pro Tem Grassi – present
 Trustee Moore – present
 Trustee Mahe - present
 Trustee Woog – present
 Mayor Wilson – present

III. APPROVAL OF THE AGENDA

Action: Trustee Moore moved to approve the December 10, 2013 Agenda amending the title for item b. General Business to read "Transparency and Ethics Disclosure Discussion Regarding Recent Ethics Investigation." The motion was seconded by Trustee Gruber; the motion failed with a three (3) for and four (4) against vote, with Mayor Wilson, Mayor Pro Tem Grassi and Trustees Carnival and Mahe voting no.

Action: Mayor Pro Tem Grassi moved to approve the December 10, 2013 Agenda; the motion was seconded by Trustee Carnival. The motion carried with a five (5) for and two (2) against vote, with Trustees Moore and Gruber voting no.

IV. CONSENT AGENDA

- a. Approval of the November 12, 2013 Meeting Minutes
- b. Resolution 13-157; A Resolution Accepting a Construction Easement
- c. Resolution 13-158; A Resolution Approving the Purchase of 5.152 acres from Asphalt Specialties for the North Water Reclamation Facility

CONSENT AGENDA (continued)

- d. **Resolution 13-160; A Resolution Finding Substantial Compliance Of The Annexation Petition Regarding The Annexation Of Certain Properties In Weld County, Colorado To The Town Of Erie, Said Annexation To Be Known As The Andalusia Annexation**
- e. **Resolution 13-161; A Resolution of the Town of Erie Approving the First Amendment to the Sunwest North Subdivision First Amended and Restated Development Agreement, Authorizing and Directing Appropriate Town Officers to Sign Said First Amendment**
- f. **Resolution 13-162; A Resolution of the Town of Erie Authorizing the Approval of a Development Agreement , Final Plat and Avigation Easement for Erie Highlands Filing No. 1**

Action: Mayor Pro Tem Grassi moved to approve the December 10, 2013 Consent Agenda. Trustee Carnival seconded the motion. The motion carried with the following roll call vote:

Roll Call: Trustee Carnival - Yes
Trustee Gruber – Yes
Trustee Mahe - Yes
Mayor Pro Tem Grassi - Yes
Trustee Moore - Yes
Trustee Woog - Yes
Mayor Wilson - Yes

V. PUBLIC COMMENT

Adam Haid, 1376 Lawson Avenue, Erie, CO. updated the Board on the Single Track Project.

Tina Harris, 1352 Banner Circle, Erie, CO. spoke on behalf of the Keep Erie Safe Committee.

Randy Kneebone, 1384 Reliance Court, Erie, CO. spoke on behalf of the Erie Economic Development Council and gave the Board an update of their 2013 activities.

Daniel Bergh, 729 McClure Court, Erie, CO. spoke on behalf of the Keep Erie Safe Committee.

Ken Martin, 1186 Cooke Court, Erie, CO. asked that the Board put aside differences and work as a team.

Kipp Euler, 0690 Palmer, Lane, Erie, CO. spoke in support of a new public safety facility.

Jim Hoffmeyer, 1168 Fletcher Drive, Erie CO. spoke regarding Town communications.

Christine Reid, 829 Parkdale Place, Erie, CO. spoke to the Board about the cost and availability of water in the future.

Ray Schlott, 255 Meadow View Pkwy, Erie, CO. asked the Board to consider water/service charges for HOAs.

VI. PROCLAMATIONS AND PRESENTATIONS

Community Impact Awards-The Town of Erie Community Service Awards presentation recognizes businesses and organizations for their assistance during and after the flood of September 2013. Aid provided by these organizations included but was not limited to serving food to First Responders and evacuees; offering animal sheltering and identification services; debris removal and trail maintenance. The support from Erie residents and businesses that demonstrated their desire to help during a time of great need was tremendous. As such, the list of award recipients is representative of community wide support and not all inclusive. The award recipients were: Chick-fil-A Larkridge - Marketing Director, June Werner; Erie Singletrack Advocates - Founder, Adam Haid; Miners Tavern - Owner, Lee Carter; Erie Animal Hospital- Owner, Dr. Sally Towner and GreenPlay, LLC - Teresa Penbrooke.

VII. RESOLUTIONS

PUBLIC HEARINGS

- a. **Resolution 13-153; A Resolution Providing For The Supplemental Appropriation Of Money The Various Funds In The Amounts And For The Purposes Set Forth Below, For The Town Of Erie, Colorado, For The 2013 Budget Year**

Steve Felten, Director of Finance, presented staff recommendations for the approval of Resolution 13-153. The Town of Erie adopted the 2013 Budget on December 11, 2012. At least twice yearly, staff reviews the adopted budget and year-to-date actual revenues and expenditures. Based on these reviews, staff requests supplemental appropriations to update the budget to reflect actual revenues and expenditures of the prior and current year, year-to-date Board of Trustee actions, and projected revenues and expenditures for the remaining fiscal year. The 2013 Supplemental Appropriation Request for December represents staff's conservative and prudent estimates for providing on-going, quality services to customers for 2013. The request includes a balanced operating budget for all funds and we do not anticipate any negative fund balances. Although some data is presented as the total of all funds, each fund is independent of the other funds. Information on requested changes in revenues and expenditures were presented to the Board in a study session conducted on December 3rd, 2013.

- b. **Resolution 13-154; A Resolution Summarizing Expenditures And Revenues For Each Fund And Adopting A Budget For The Town of Erie, Colorado, For The Calendar Year Beginning The First Day Of January, 2014 And Ending On The Last Day Of December, 2014**

Steve Felten, Director of Finance, presented staff recommendations for the approval of Resolution 13-154. The purpose of this agenda item is for the Budget Officer to submit a proposed 2014 budget to the Board of Trustees of the Town of Erie, Colorado. The budget resolution includes a summary of expenditures and revenues for each fund for the calendar year 2014. The Board of Trustees received the proposed 2014 budget on November 30, 2013. This budget has been discussed at several study sessions and Board of Trustees meetings, the first occurring on October 15, 2013 and the last occurring on December 3, 2013.

- c. **Resolution 13-155; A Resolution Appropriating Sums Of Money To The Various Funds In The Amounts And For The Purpose As Set Forth Below For The Town Of Erie, Colorado, For The 2014 Budget Year.**

Steve Felten, Director of Finance, presented staff recommendations for the approval of Resolution 13-155. The Town of Erie has adopted an annual budget in accordance with the Local Government Law on December 10, 2013. The Town has made provisions for revenue and fund balance in the amount equal to or greater than the total proposed expenditure as set forth in the 2014 adopted budget. It is necessary to appropriate the revenues and reserves of each fund provided in the budget, so as not to impair the operations of the Town.

- d. **Resolution 13-156; A Resolution Establishing And Certifying The Property Taxes For The Town Of Erie, Colorado, In Weld And Boulder Counties For The Year 2014**

Steve Felten, Director of Finance, presented staff recommendations for the approval of Resolution 13-156. The Town of Erie's assessed valuation has increased from \$234,582,203 in 2013 to \$241,094,493 for 2014. This change represents an increase of 3% in assessed valuation and an increase in revenue of approximately 3%. Pursuant to Colorado State Statues, we have calculated the 2014 Operating Mill Levy to be 7.288. This property tax rate is the same as the 2013 Operating Mill Levy. Erie voters approved an additional mill levy for trails and natural areas beginning in the 2005 Tax Collection Year. This shall be certified to each county as 4.000 mills for

RESOLUTIONS- PUBLIC HEARINGS (continued)

the 2014 Tax Collection Year. The purpose of this mill levy is the construction and acquisition of trails and natural areas. In addition, Erie voters approved an additional mill levy for debt service on the general obligation bonds for the Erie Community Center. The bonds were originally issued in July 2006 and the first debt service payment was due in 2007. The bonds were partially refunded in 2013. This mill levy shall be certified to each county as 5.279 mills for the 2014 Tax Collection Year (a decline of 2.041 mills since the original levy). The total mill levy certified to each county is 16.567 for the 2014 Tax Collection Year. This represents a decrease of 0.528 in mill levy from the 2013 Tax Collection Year.

Action: Mayor Wilson opened the Public Hearing for Resolution No. 13-153; Resolution No. 13-154; and Resolution No. 13-155 and Resolution No. 13-156 at 7:07 p.m. Hearing no one wishing to make public comment, Mayor Wilson closed the public hearings at 7:10 p.m.

Action: Trustee Gruber moved to approve Resolution 13-153; the motion was seconded by Mayor Pro Tem Grassi. The motion carried with all present voting in favor thereof.

Action: Mayor Pro Tem Grassi moved to approve Resolution 13-154; the motion was seconded by Trustee Moore. The motion carried with all present voting in favor thereof.

Action: Mayor Pro Tem Grassi moved to approve Resolution 13-155; the motion was seconded by Trustee Gruber. The motion carried with all present voting in favor thereof.

Action: Mayor Wilson moved to approve Resolution 13-156; the motion was seconded by Trustee Gruber. The motion carried with all present voting in favor thereof.

VIII. ORDINANCES

- a. Ordinance 45-2013; An Ordinance of the Town of Erie, Colorado, Approving the Initial Zoning for Golden Run Planned Development to PD – Planned Development; and Providing, for the Effective Date of This Ordinance; and Setting Forth Details in Relation Thereto.

Marty Ostholtzoff, Director of Community Development presented staff recommendations for the approval of Ordinance 45-2013. The Golden Run property was annexed by the Town of Erie on October 8, 2013. State statute requires that annexed property be granted zoning within ninety days by the annexing municipality. The property owner has requested that the Golden Run property be zoned PD-Planned Development. The specifics of the permitted uses and development standards of the Golden Run property are outlined in the Golden Run Planned Development Initial Development Plan ("GRPD-IDP"). The GRPD-IDP allows the current uses of the property (primarily single-family residential and agricultural uses) to continue on the property and be subject to the Town's RR-Rural Residential development standards. It is the intent of the property owner to amend the GRPD-IDP in the future to allow development beyond what is allowed by the GRPD-IDP. Any proposed amendments to the GRPD-IDP will require review under Title 10 of the Town Code. Staff recommended approval of Ordinance 45-2013; an Ordinance Zoning the Golden Run property to PD-Planned Development.

Action: Trustee Carnival moved to continue Ordinance 45-2013 to the January 14, 2014 regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Mayor Pro Tem Grassi. The motion carried with all present voting in favor thereof.

ORDINANCES (continued)

PUBLIC HEARING

- b. **Ordinance 48-2013; An Ordinance Amending the Town of Erie Standards and Specifications for Design and Construction of Public Improvements 2013 Edition; And, Setting Forth Details In Relation Thereto.**

Russell Pennington, Deputy Director of Public Works, presented staff recommendations for the approval of Ordinance 48-2013. The 2013 Edition of Standards and Specifications for Design and Construction of Public Improvements (Standards and Specifications) was adopted by the Board of Trustees in December 2012. In order to insure the Standards and Specifications are kept current, periodic updates are necessary. Since the last update, there have been changes in some industry standards and materials and construction practices that require updating this document. We have updated and reviewed these changes for the 2014 Edition of the Standards and Specifications and also made some clarifications. A summary of these changes is attached. These Standards and Specifications are consistent with the most recent Unified Development Code. Per statute requirement, prior to consideration of Ordinance 48-2013, a Public Hearing should be held. Copies of Ordinance 48-2013 along with the amended language are available in the Town Clerk's Office for review.

Action: Mayor Wilson opened the public hearing for Ordinance 48-2013 at 7:11 p.m. hearing no one wishing to make public comment; Mayor Wilson closed the public hearing at 7:12 p.m. This was the first reading of Ordinance 48-2013 and it will be returned for Board action at the January 14, 2014 regular meeting of the Town of Erie Board of Trustees.

IX. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

ISABELLE ANNEXATION No. 1 & No. 2

PUBLIC HEARING

- a. **Resolution 13-159; A Resolution Regarding the Isabelle Annexation No. 1 and No. 2; Adopting Certain Findings of Fact and Conclusions Favorable to the Annexation**

Marty Ostholthoff, Director of Community Development, presented staff recommendations for the approval of Resolution 13-159. The Town of Erie has submitted a Petition for Annexation for approximately 2.6 acres of unincorporated Boulder County property into the Town of Erie. The property proposed for annexation consists of road –right-of-way for Erie Parkway and North 109th Street. The application has been processed in accordance with C.R.S. 31-12-101, et seq., as amended, and the Section 7.15, of the Town of Erie Unified Development Code. On October 8, 2013 the Board of Trustees held a Substantial Compliance hearing on the Isabelle Annexation No. 1 and No. 2 Annexation Petition and established December 10, 2013 as the Public Hearing date for adopting Findings of Fact in favor of the proposed annexation. Staff recommends approval of Resolution 13-159: A Resolution Regarding the Isabelle Annexation No. 1 and No. 2 Annexation; Adopting Certain Findings of Fact and Conclusions Favorable to the Annexation.

Action: Mayor Wilson opened the public hearing for Resolution 13-159 at 7:17 p.m.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES- ISABELLE ANNEXATION No. 1 & No. 2

PUBLIC HEARING (continued)

Public Comment

Ken Martin, 1186 Cooke Court, Erie, CO. asked for clarification on the location of the annexation.

- b. **Ordinance 44-2014; An Ordinance Annexing the Isabelle Annexation No. 1 and No. 2, to the Town of Erie, Colorado, Providing for the Effective Date of this Ordinance; Setting Forth Detail in Relation Thereto.**

Marty Ostholthoff, Director of Community Development, presented staff recommendations for the approval of Ordinance 44-2014. The Town of Erie has submitted a Petition for Annexation for approximately 2.6 acres of unincorporated Boulder County property into the Town of Erie. The property proposed for annexation consists of road –right-of-way for Erie Parkway and North 109th Street. The application has been processed in accordance with C.R.S. 31-12-101, et seq., as amended, and the Section 7.15, of the Town of Erie Unified Development Code. On October 8, 2013 the Board of Trustees held a Substantial Compliance hearing on the Isabelle Annexation No. 1 and No. 2 Annexation Petition and established December 10, 2013 as the Public Hearing date for adopting Findings of Fact in favor of the proposed annexation. Staff recommends approval of Ordinance 44-2013; an Ordinance Annexing the Isabelle Annexation No. 1 and No. 2 property to the Town of Erie.

Action: This was the first reading of Ordinance 44-2014 it will be returned for Board action at the January 14, 2014 regular meeting of the Town of Erie Board of Trustees.

PUBLIC HEARING

- c. **Ordinance 46-2014; An Ordinance Zoning the Isabelle Annexation No. 1 and No. 2; Providing for the Effective Date of this Ordinance; Setting Forth Details in Relation Thereto**

Marty Ostholthoff, Director of Community Development, presented staff recommendations for the approval of Ordinance 46-2014. The Town of Erie has submitted a Petition for Annexation for approximately 2.6 acres of unincorporated Boulder County property into the Town of Erie. The property proposed for annexation consists of road –right-of-way for Erie Parkway and North 109th Street. The application has been processed in accordance with C.R.S. 31-12-101, et seq., as amended, and the Section 7.15, of the Town of Erie Unified Development Code. The applicant has requested that the property be zoned PLI – Public Lands and Institutions. Staff recommends approval of Ordinance 46-2013; an Ordinance Zoning the Isabelle Annexation No. 1 and No. 2 property to PLI – Public Lands and Institutions.

Action: Mayor Wilson closed the public hearing for Resolution 13-159; and Ordinance 46-2013 at 7:28 p.m. Mayor Pro Tem Grassi moved to approve Resolution 13-159; the motion was seconded by Trustee Moore. The motion carried with all present voting in favor thereof.

Action: This was the first reading of Ordinance 46-2013 and it will be returned for Board action at the January 14, 2014 regular meeting of the Town of Erie Board of Trustees.

XI. GENERAL BUSINESS

a. Moving America Forward, with William Shatner.

MAF Productions is a production company that produces Moving America Forward, a television series hosted by William Shatner. The show is focused on telling the stories of businesses, corporations, entrepreneurs and municipalities across our nation. This is done through an in depth television interview that airs nationally on television.

Action: Mayor Wilson called for a break at 7:33 p.m. and reconvened the meeting at 7:40 p.m.

Action: Board consensus was to review the contract and discuss it at the next Board Retreat.

b. Transparency Discussion/Action, Re: Trustees Gruber and Moore Failing to Make Disclosure of Roles in Recent Investigation and Ethics Complaint.

Action: Following a Board discussion, Mayor Pro Tem Grassi moved that the Board censure Trustee Moore and Trustee Gruber which is basically just showing our disapproval, it is nothing else but a disapproval of those actions, I think we have voiced our disapproval, by voting it we are done with that and we can move on, I hope that everyone else at this point can be quiet, vote yes or no however you wish and let this topic end for the evening; the motion was seconded by Trustee Carnival. The motion carried with a four (4) vote for and three (3) against vote, with Trustees Moore, Gruber and Woog voting no.

Action: Mayor Wilson called for a break at 8:24 p.m. and reconvened the meeting at 8:30 p.m.

XII. STAFF REPORTS

Mark Shapiro, Town Attorney provided an update to the Board regarding any condemnations done by the Town and advised that in the last seventeen years one friendly condemnation had been done to gain clear title.

XIII. BOARD OF TRUSTEES REPORTS & APPOINTMENTS

Trustee Woog thanked Mountain View Fire Department for driving Santa around the neighborhoods over the last weekend.

Trustee Gruber proposed that the Town take over the Trash Hauling within the Town, and asked staff to look into two options from a cost perspective regarding the Town contracting with a trash hauler or purchase equipment and do the actual trash hauling. General Board consensus was to have staff make a report on levels of service options and bring it back to Board at a future date. Trustee Gruber also asked about turning an abandoned well road into a trail. Trustee Gruber asked to be assigned as Board Liaison to NATA.

Action: Trustee Carnival moved to appoint Trustee Gruber as Board Liaison to NATA; the motion was seconded by Mayor Wilson. The motion carried with all present voting in favor thereof.

BOARD OF TRUSTEES REPORTS & APPOINTMENTS

Trustee Moore thanked Ken Martin for becoming the new Chair for OSTAB. Trustee Moore expressed concerns regarding disclosure regarding the Mayor's personal attorney fees regarding the ethics violation investigation.

Action: Trustee Moore made a motion that the Mayor reimburse to the Town funds that at least were used for food and anything to do with the restraining order. There was no second to the motion.

Mayor Pro Tem Grassi welcomed new members Trustee Woog and Mahe. Addressed some issues made at public comment regarding communications and asked staff to look at improvements. Mayor Pro Tem also noted that the Town is legally obligated to increase water rates, but asked the Public Works director to explain the Waste Water fees; she would like to schedule a study session to improve the way we measure the cost of water and wastewater to our citizens. Mayor Pro Tem also reported that the Old Mine Cider Company would be opening in a few weeks.

Mayor Wilson noted that the attorney fees paid by the Town were ethics related. Thanked Jon Jacquat for hosting the EEDC at the Old Mine Cider Company.

Trustee Carnival noted that there was vacancy on the Historic Preservation Advisory Board.

Action: Trustee Carnival moved to appoint Paul King to the HPAB vacancy; the motion was seconded by Trustee Gruber. The motion carried with all present voting in favor thereof.

Action: Trustee Carnival also noted that he had been the liaison to the HPAB his entire term and moved to appoint Dan Woog as the new liaison. The motion was seconded by Trustee Gruber, the motion carried with all present voting in favor thereof.

Trustee Carnival encouraged citizens to run in the upcoming election and provided advice for elected officials.

Action: Trustee Woog moved to appoint Gabe Colbeth to the Tree Board vacancy, the motion was seconded by Mayor Wilson. The motion carried with all present voting in favor thereof.

Trustee Mahe reported that he looked forward to serving the Town of Erie and encouraged the citizens to reach out to the Board.

XIV. ADJOURNMENT

Action: Mayor Pro Tem Grassi moved to adjourn the December 10, 2013 regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Trustee Moore. The motion carried with all present voting in favor thereof.

Action: Mayor Wilson adjourned the December 10, 2013 Regular Meeting of the Town of Erie Board of Trustees at 9:08 p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Joseph A. Wilson, Mayor

TOWN OF ERIE
BOARD OF TRUSTEES AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT AGENDA - RESOLUTION**
Resolution 14-01; Consideration of Resolution 13-01: A Resolution Appointing the Public Notice Location for the Town of Erie Board of Trustees for the Town of Erie Colorado

DEPARTMENT: Administration-Town Clerk

PRESENTER: Nancy Parker

FISCAL INFORMATION: Cost as Recommended: NONE
Balance Available:
Budget Line Item Number:
New Appropriation Required: Yes No

STAFF RECOMMENDATION: **Approval of Resolution 14-01**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

This resolution is an annual agenda item and is done every year to comply with the statute regarding open meetings. The Open Meetings Law requires that the public receive "full and timely notice" of any meeting held. The public cannot exercise its right to attend an open meeting unless given sufficient notice. Therefore, the statute prescribes the notice requirement as follows:

Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The posting shall include specific agenda information where possible.

Staff is requesting that the Board of Trustees continue to use the US Post Office - 150 Wells Street, Erie, Colorado and Town Hall- 645 Holbrook Street, Erie, Colorado. The Agenda will continue to be posted on the Town of Erie website at www.erieco.gov and Channel 8.

Staff Review:

____ Town Attorney
____ Town Clerk
____ Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director
____ Assistant to the Town Administrator

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS: Resolution 14-01

RESOLUTION 14-01
Series of 2014

**A RESOLUTION DESIGNATING THE OFFICIAL PUBLIC NOTICE LOCATION AND
THE OFFICIAL NEWSPAPER OF GENERAL CIRCULATION FOR THE TOWN OF
ERIE, COLORADO**

WHEREAS, the Board of Trustees is required by Colorado Revised Statute 24-6-402(2)(c) to annually designate at the first regular meeting of each calendar year official locations within the boundaries of the Town for the posting of legal notices, and for notice of all meetings of the Town of Erie Board of Trustees; and

WHEREAS, the Town of Erie is required by state law to publish certain notices in newspapers of general circulation; and

WHEREAS, locations must be approved by the governing body at the first regular meeting of the year and this is the first regular meeting of Board of Trustees in the year 2012.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Erie Colorado, as follows:

Section 1. Public notices shall be posted at the Erie Town Hall 1645 Holbrook Street, Erie, Colorado and the US Post Office 150 Wells Street, Erie Colorado 80516, which location shall be deemed the official posting locations for the Town of Erie.

Section 2. Notices and other information required to be published in a newspaper of general circulation within the Town of Erie shall be made in the Colorado Hometown Weekly; except that, where the Town determines that the submission schedule, Publication deadline, or other circumstance makes publication in such newspaper ineffective or otherwise undesirable, the Town may publish official notice in another newspaper circulated within the Town.

**ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY, 2014 BY THE
BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

TOWN OF ERIE,
a Colorado municipal corporation

Joseph A. Wilson, Mayor

ATTEST:

Nancy J. Parker, C.M.C. Town Clerk

**TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM**

Board Meeting Date: January 14, 2014

SUBJECT: CONSENT AGENDA
Resolution No. 14-02: A Resolution Re-Adopting A Three Mile Plan For The Town Of Erie, Colorado.

PURPOSE: To comply with Section 31-12-105(1)(e) C.R.S.

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

FISCAL INFORMATION: Cost as Recommended: na
Balance Available: na
Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approval of Resolution 14-02, a resolution re-adopting a Three Mile Plan.

SUMMARY AND BACKGROUND OF SUBJECT MATTER

GENERAL INFORMATION:

Section 31-12-105(1)(e) C.R.S. requires the Town to have a plan, which generally describes the location, character and extent of various public facilities in an area extending three miles beyond the municipal boundaries, prior to completing annexations of land within the three mile area. Historically, staff has relied upon a compilation of various land use plans, procedures and other documents that were previously adopted and utilized by the Town as the "Three Mile Plan." This appears to be the practice of most municipalities in Colorado. Therefore, a resolution formally designating the compilation of land use plans, procedures and documents as the "Three Mile Plan" for the Town of Erie is proposed.

Staff Review:

_____ Town Attorney
_____ Town Clerk
 Community Development Director
_____ Finance Director
_____ Police Chief
_____ Public Works Director

Approved by:


A.J. Krieger
Town Administrator

ATTACHMENTS:
a. Resolution No. 14-02

ATTACHMENT A

RESOLUTION 14-02

**A RESOLUTION OF THE TOWN OF ERIE, COLORADO
UPDATING AND ADOPTING THE THREE MILE PLAN FOR
THE TOWN OF ERIE, COLORADO**

WHEREAS, pursuant to Section 31-12-105(1)(e), C.R.S. prior to the completion of any annexation within a three mile area outside of the municipal boundaries of a municipality (“Three Mile Area”), a municipality is required to have in place a plan (“Three Mile Plan”) which generally describes the proposed location, character and extent of certain public facilities, located within the Three Mile Area; and;

WHEREAS, the Town of Erie has enacted, adopted and approved the various plans, documents, ordinances and resolutions (collectively “Plans”) listed on “Exhibit A,” attached hereto and incorporated herein; and

WHEREAS, the Town Board has determined that the Plans, when considered together as a whole, adequately comply with the requirements of state law for the Three Mile Plan for the Town of Erie;

WHEREAS, to ensure that future annexations by the Town of Erie are completed in compliance with the provisions of state law, the Town Board, by this Resolution, desires to formalize its understanding and intention that the Plans serve as the Three Mile Plan for the Town of Erie;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Plans, as described in “Exhibit A,” when considered together as a whole, shall constitute the Three Mile Plan for the Town of Erie required pursuant to Section 31-12-105(1)(e), C.R.S. (the “Three Mile Plan”).

Section 2. The Three Mile Plan, as updated herein, is hereby adopted.

Section 3. The Three Mile Plan shall be reviewed and revised as may be necessary or advisable, and shall be updated annually, and additional plans may be added to the Three Mile Plan from time to time, as they are developed and adopted.

[SIGNATURES ON FOLLOWING PAGE]

**ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY, 2014, BY
THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

TOWN OF ERIE, a Colorado municipal
corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

EXHIBIT A
TOWN OF ERIE
THREE MILE AREA PLAN
ELEMENTS

Documents as May Be Amended:

- **Town of Erie Municipal Code**
- **Town of Erie 2005 Comprehensive Plan**
Adopted December, 2005.
- **Erie Transportation Master Plan**
Prepared by LSA, Inc. – January, 2008
- **Erie Outfall Systems Plan (west of Coal Creek)**
Prepared by Love & Associates - Adopted May, 2001
- **Weld County Master Drainage Plan**
Prepared by Love & Associates - Adopted May, 2007
- **Town of Erie Development Standards and Specifications for Design and Construction of Public Improvements - 2013 Edition**
Adopted December, 2012
- **Town of Erie Airport Master Plan**
Prepared by Knight Piesold - Adopted May, 2001
- **Town of Erie Parks, Recreation, Open Space and Trails Master Plan**
Adopted March, 2010
- **Erie Water Conservation Plan**
Prepared by CDM - Adopted January, 2008
- **Water Master Plan**
Prepared by McLaughlin Group Engineers – Accepted October 2013
- **Non-Potable Municipal Water System Master Plan**
Prepared by CDM - Adopted September, 2007
- **Town of Erie Wastewater Utility Plan**
Prepared by Indigo Water Group – Accepted January 2013

**TOWN OF ERIE
BOARD OF TRUSTEES AGENDA ITEM**

Board Meeting Date: January 14, 2014

SUBJECT: CONSENT AGENDA - RESOLUTION

Resolution 14-03; A Resolution Of The Board Of Trustees Of The Town Of Erie, Colorado Authorizing Payment To IMA Of For Providing Liability Property Insurance To The Town For 2014 In The Amount Of \$237,898.50 Setting Forth Details In Relation Thereto.

DEPARTMENT: Administration-Town Clerk

PRESENTER: Nancy Parker

FISCAL	Cost as	\$237,898.50				
	Recommended:					
INFORMATION:	Balance Available:	\$288,100				
	Budget Line Item					
	Number:	001	04	110	560910	000000
	New Appropriation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	Required:					

STAFF

RECOMMENDATION: Approval of Resolution 14-03

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie had engaged with IMA of Colorado to obtain proposals for property and liability insurance, staff reviewed the proposals from IMA and determined that the Town is best represented by renewing this coverage with OneBeacon for property/liability, National Union Fire Insurance for Airport Liability, and The Hartford Insurance Company for Volunteer Accident coverage.

The 2014 Operating Budget includes funds to pay for this premium and additional funds to cover deductible expenses during the policy year.

Staff Review:

____ Town Attorney
____ Town Clerk
____ Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director
____ Assistant to the Town Administrator

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS: Resolution 14-03

RESOLUTION NO. 14-03

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO AUTHORIZING PAYMENT TO IMA OF COLORADO FOR PROVIDING LIABILITY, AND PROPERTY INSURANCE TO THE TOWN FOR 2014 IN THE AMOUNT OF \$237,898.50; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie has engaged OneBeacon, National Union Fire Insurance Company, and The Hartford Insurance Company through IMA of Colorado to provide liability, and property insurance for 2014; and

WHEREAS, payment to IMA of Colorado to provide said service is due and payable;
and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to make said payment to IMA of Colorado to provide liability and property insurance for 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO:

- Section 1.** That the fees for providing liability and property insurance for 2014 are found to reasonable and acceptable.
- Section 2.** That the Town of Erie be and is hereby authorized and directed to make payment to IMA of Colorado in the amount of \$237,898.50 for liability and property insurance.
- Section 3.** That authorizing payment for liability and property insurance for the Town of Erie is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14th DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE
a Colorado municipal corporation

Joseph A. Wilson, Mayor

ATTEST:

Nancy J. Parker, C.M.C., Town Clerk

IMA, Inc. - Colorado Division
 1705 17th Street, Suite 100 * Denver, CO 80202

----- INVOICE -----

Town of Erie
 P.O. Box 750
 Erie, CO 80516

Invoice Date 12/18/13
 Invoice No. 917708
 Bill-To Code TOWNERI
 Client Code TOWNERI
 Inv Order No. 3*1080907

Named Insured: Town of Erie

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: IMA, Inc. - Colorado Division

Effective Date	Policy Period	Coverage Description	Transaction Amount
01/01/14	01/01/14 to 01/01/15	National Union Fire Ins. Co. of PA Policy No. AP00185937207 *Renewal - Airport Liability Annual Premium	4,352.00
		Invoice Number: 917708 Amount Due:	4,352.00

*Premiums Are Due 20 Days After Invoice Date Unless Otherwise Specified

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-04 A Resolution Of The Board Of Trustees Of The Town Of Erie, Colorado Authorizing Payment To Anthem Blue Cross And Blue Shield Of Colorado For Providing Medical Insurance To The Town Employees For 2014 In The Net Amount Of \$953,700; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Administration

PRESENTER: **Fred Diehl**
Assistant to the Town Administrator

FISCAL INFORMATION: Cost as Recommended: **\$953,700**
Balance Available: \$953,700
Budget Line Item Number: 001 . 04 . 110 . 510311 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Staff recommends approval of resolution 14-04

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie has renewed its contract with Anthem Blue Cross Blue Shield (Anthem) to provide medical insurance to Town employees and their dependents for 2014. The Town engaged with Benefits Incentive Group to obtain renewal proposals for health insurance for employees. Staff reviewed the proposals from Benefits Incentive Group and determined that the Town should renew its contract with Anthem for 2014. The cost for medical premiums were determined and budgeted for in the 2014 budget process.

The 2014 Operating Budget includes funds to pay for this employee benefit.

Staff Review:

____ Town Attorney
____ Town Clerk
____ Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:
a. Resolution 14-04

RESOLUTION NO. 14-04

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO AUTHORIZING PAYMENT TO ANTHEM BLUE CROSS AND BLUE SHIELD OF COLORADO FOR PROVIDING MEDICAL INSURANCE TO THE TOWN EMPLOYEES FOR 2014 IN THE NET AMOUNT OF \$953,700; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie has engaged Anthem Blue Cross and Blue Shield to provide medical insurance to employees for 2014; and

WHEREAS, monthly premium payment to Anthem Blue Cross and Blue Shield to provide said service is due and payable; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to make said payment to Anthem Blue Cross and Blue Shield to provide medical insurance to employees for 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO:

- Section 1.** That the fees for providing medical insurance for 2014 are found to be reasonable and acceptable.
- Section 2.** That the Town of Erie be and is hereby authorized and directed to make payment to Anthem Blue Cross and Blue Shield in the net amount of \$953,700.
- Section 3.** That authorizing payment for medical insurance for the Town of Erie employees is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14th DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE
a Colorado Municipal Corporation

ATTEST:

Nancy Parker, Town Clerk

Joseph A. Wilson, Mayor

**TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014**

SUBJECT: **CONSENT AGENDA**
 Consideration Of Resolution 14-05: A Resolution Authorizing Payments To Various Vendors Providing Services To The Town Of Erie for 2014; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**

FISCAL	Cost as Recommended:	\$304,400; \$300,000; \$288,000; \$216,800; \$272,400; \$71,300; \$303,600; \$174,500; \$869,800; \$32,500																																																																																										
INFORMATION:	Balance Available:	\$304,400; \$300,000; \$288,000; \$216,800; \$272,400; \$71,300; \$303,600; \$174,500; \$869,800; \$46,000																																																																																										
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STAFF RECOMMENDATION: Approving Resolution 14-05 authorizing said payments and authorizing Staff to expend said funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2014 Operating Budget includes funds for utility payments to various vendors for services provided to the Town of Erie. Per the 2006 Purchasing Policy, Staff prepares “blanket purchase orders” at the beginning of the year to pay for these recurring services. Section XI – Blanket Purchase Orders of the 2006 Purchasing Policy states:

“Departments may choose to issue Blanket Purchase Orders on a periodic basis to purchase recurring services and supplies. A Blanket Purchase Order that totals more than \$9,999.99 shall not require Board of Trustees approval as long as the per unit cost is less than \$10,000 per month.”

The following services are recurring services that will exceed the \$10,000 per month allotment and therefore requires Board of Trustees approval. These are sole source or under contract vendors.

Xcel Energy and United Power provide electrical and gas services to street lights and Town facilities. National Meter & Automation is the vendor the Town purchases new and replacement water meters from. The biosolids process requires purchases from various vendors for lime, polymer, etc. The Town of Erie provides water services for the irrigation meters in park areas which is over \$10,000 during the summer months.

Vendor	Description	Total Budget	Average Monthly Cost
Xcel Energy & United Power	Town street lights	\$304,400	\$25,367
Xcel Energy & United Power	WTF Electric	\$300,000	\$25,000
Xcel Energy & United Power	WRF Electric	\$288,000	\$24,000
Xcel Energy & United Power	Facilities Electric	\$216,800	\$18,067
National Meter & Automation	Water meters	\$343,700	\$28,642
Various	Biosolids	\$303,600	\$25,300
Town of Erie	Water Services	\$174,500	\$14,542

Also in the 2014 Operating Budget are assessment fees for various water items. These are estimated amounts from the Town’s water attorney. Actual costs may vary. If the actual costs are more than 10% higher than the estimates, Staff will represent the item to the Board for approval to pay.

<u>Description</u>	<u>Total Budget</u>
CBT*** Carryover Fee	\$ 40,000
CBT Assessments	\$205,000
Temporary Use Transfer Fees	\$ 7,000
Windy Gap Pumping & Carriage Costs	\$ 42,000
Windy Gap Assessment	\$500,000
SWSP** Assessment	\$ 75,800
South Boulder Canon Ditch Assessment & Carry Over	\$ 16,500
Erie Coal Creek Ditch Assessment & Carriage Agmt	\$ 16,000
** Southern Water Supply Pipeline	***Colorado Big Thompson

- CBT Carryover fees – these are fees paid to Northern Colorado Water Conservancy District for water that is unused in the previous calendar year.
- CBT Assessments – these are annual fees to Northern Colorado Water Conservancy District operations costs of ditches, reservoirs, etc for our Colorado-Big Thompson units
- Temporary Use Transfer Fees – fees assessed if we transfer Colorado-Big Thompson units from one owner to another (i.e. Boulder Valley School to the Town of Erie)
- Windy Gap Pumping & Carriage Costs – these are annual maintenance and pumping costs associated with the use of Windy Gap water.
- Windy Gap Assessment – these are annual assessment fees related to the use of Windy Gap water
- SWSP Assessment – pipeline from Carter Lake to Broomfield to Erie. These are annual assessment fees related to the use of the SWSP
- South Boulder Canon Ditch Assessment & Carry Over – these are maintenance fees associated with using the South Boulder Canon Ditch from Boulder Creek and it’s water
- Erie Coal Creek Ditch Assessment & Carriage Agreement – these are maintenance fees associated with using the Erie Coal Creek Ditch and it’s water

Board Goal

This serves the Board’s goal for maintaining Infrastructure – Fund and provide essential infrastructure that corresponds with the planned rate of growth.

Staff Review:

_____ Town Attorney
_____ Town Clerk
_____ Community Development Director
 JF Finance Director
_____ Police Chief
 GCB Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution 14-05

RESOLUTION NO. 14-05

A RESOLUTION AUTHORIZING PAYMENTS TO VARIOUS VENDORS PROVIDING SERVICES TO THE TOWN OF ERIE FOR 2014; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado 2014 Budget includes funds for utility payments and assessment fees for water rights to various vendors for services provided to the Town; and

WHEREAS, the Town of Erie Staff prepares “blanket purchase orders” at the beginning of the year to pay for these reoccurring services; and

WHEREAS, these services (see exhibit A) exceed the \$10,000.00 per month allotment and they require Board of Trustee approval; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to authorize payments for these services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That authorizing payments to various vendors (see exhibit A) is found to be reasonable and in the best interest of the Town of Erie, and necessary for the preservation of the public health.

ADOPTED AND APPROVED THIS 14TH DAY OF JANAURY, 2014 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, C.M.C., Town Clerk

EXHIBIT A Resolution 14-05

The following services are recurring services that will exceed the \$10,000 per month allotment and therefore requires Board of Trustees approval. These are sole source or under contract vendors.

Vendor	Description	Total Budget	Average Monthly Cost
Xcel Energy & United Power	Town street lights	\$304,400	\$25,367
Xcel Energy & United Power	WTF Electric	\$300,000	\$25,000
Xcel Energy & United Power	WRF Electric	\$288,000	\$24,000
Xcel Energy & United Power	Facilities Electric	\$216,800	\$18,067
National Meter & Automation	Water meters	\$343,700	\$28,642
Various	Biosolids	\$303,600	\$25,300
Town of Erie	Water Services	\$174,500	\$14,542

Also in the 2014 Operating Budget are assessment fees for various water items. These are estimated amounts from the Town's water attorney. Actual costs may vary. If the actual costs are more than 10% higher than the estimates, Staff will represent the item to the Board for approval to pay.

Description	Total Budget
CBT*** Carryover Fee	\$ 40,000
CBT Assessments	\$205,000
Temporary Use Transfer Fees	\$ 7,000
Windy Gap Pumping & Carriage Costs	\$ 42,000
Windy Gap Assessment	\$500,000
SWSP** Assessment	\$ 75,800
South Boulder Canon Ditch Assessment & Carry Over	\$ 16,500
Erie Coal Creek Ditch Assessment & Carriage Agmt	\$ 16,000
** Southern Water Supply Pipeline	***Colorado Big Thompson

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT AGENDA**
 Consideration of Resolution 14-06: A Resolution Authorizing Renewal Of Services Contracts To Various Contractors for Services; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**

FISCAL INFORMATION: Cost as Recommended: **\$145,300; \$205,800; \$100,000; \$20,000; \$26,900**
 Balance Available: \$145,300; \$210,300; \$100,000; \$20,000; \$217,900

001 . 07 . 450 . 530293 . 000000
001 . 07 . 710 . 520131 . 000000
Budget Line Item Number: 001 . 07 . 710 . 580821 . 000000
001 . 07 . 810 . 580950 . 140001
001 . 07 . 440 . 520121 . 000000

New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-06 awarding said contract, authorizing the Town Administrator to execute said contracts, authorizing Staff to expend contracted funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2014 Operating Budget includes funds for annual maintenance service and supplies contracts. These contracts are competitively bid and awarded. Each of the contracts allows for a renewal option for up to two consecutive years following the initial award (a total of three years). This renewal is executed when both the Town and Contractor/Vendor agree and if the price for the service is not increased by more than 2% of the previous year. Services are only used on an as-needed basis.

Board Awarded	Company	Service	Not-To-Exceed Amount	Account
1/8/2013	Quick Set Auto Glass	Windshield Replacement	As needed	
1/8/2013	County Line Auto Body	Auto Body Repairs	As needed	
1/8/2013	Northside Towing	Towing	As needed	
2/12/2013	Hill Petroleum	Fuel	\$148,600	001.07.450.530293
3/26/2013	Metro Pavers, Inc.	Asphalt Repair	\$60,500	001.07.710.520131
9/10/2013	Precise Striping, LLC	Crack Sealant	\$145,300	001.07.710.520131
			\$100,000	001.07.710.580821
3/26/2013	Metro Pavers, Inc.	Concrete Repair	\$20,000	001.07.810.580950.140001
2/26/2013	M-Tech	HVAC Maintenance	\$26,900	001.07.440.520121

Staff recommends executing these renewal options to the above-mentioned companies.

Board Goal

This serves the Board's goal for Infrastructure – Fund and provide essential infrastructure that corresponds with the planned rate of growth.

Staff Review:

_____ Town Attorney
_____ Town Clerk
_____ Community Development Director
 SJ Finance Director
 GSP Police Chief
 GSP Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution 14-06

RESOLUTION NO. 14-06

A RESOLUTION OF THE TOWN OF ERIE AUTHORIZING RENEWAL OF SERVICES CONTRACT FOR VARIOUS CONTRACTORS FOR SERVICES; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to renew existing contracts to various vendors which provide maintenance and services for the Town; and

WHEREAS, these contracts are competitively bid and allow for up to two consecutive years following the initial award for renewal; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to renew these contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the contract between the Town of Erie and various vendors (see Exhibit A Vendor Schedule attached) are found to be a reasonable and acceptable contracts for the 2014 Maintenance and Services.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into these contracts and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contracts.

Section 3. That entering into these contracts is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

Exhibit A
Resolution 14-06

Board Awarded	Company	Service	Not-To-Exceed Amount	Account
1/8/2013	Quick Set Auto Glass	Windshield Replacement	As needed	
1/8/2013	County Line Auto Body	Auto Body Repairs	As needed	
1/8/2013	Northside Towing	Towing	As needed	
2/12/2013	Hill Petroleum	Fuel	\$148,600	001.07.450.530293
3/26/2013	Metro Pavers, Inc.	Asphalt Repair	\$60,500	001.07.710.520131
9/10/2013	Precise Striping, LLC	Crack Sealant	\$145,300	001.07.710.520131
			\$100,000	001.07.710.580821
3/26/2013	Metro Pavers, Inc.	Concrete Repair	\$20,000	001.07.810.580950.140001
2/26/2013	M-Tech	HVAC Maintenance	\$26,900	001.07.440.520121

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 8, 2013

SUBJECT: **CONSENT AGENDA**
 Consideration of Resolution 14-07: A Resolution Acting By And Through Its Erie Water Activity Enterprise (“Erie”) To Continue Its Participation In The Northern Integrated Supply Project (NISP), Phase 3A, In the Amount of \$162,500; and Setting Forth Details in Relation Thereto.

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**

FISCAL INFORMATION:	Cost as Recommended:	\$ 162,500
	Balance Available:	\$
	Budget Line Item Number:	002 . 07 . 110 . 580950 . 030017
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Approving Resolution 14-07 authorizing the Town Administrator to execute the agreement and authorizing Staff to expend said funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Board of Trustees previously approved agreements with Northern Colorado Water Conservancy District, acting by and through its Northern Colorado Water Conservancy District Northern Supply Project Enterprise (NCWCD) to participate in the Northern Integrated Supply Project (NISP). The Town of Erie, acting by and through its Erie Water Activity Enterprise (“Erie”), is participating in the project for a permitted firm yield of 6,500-acre feet per year of water for future water demands.

NISP is a water project coordinated by NCWCD to develop additional water resources for participant water providers within northern Colorado. Erie has participated in this group for the past ten years to cooperatively investigate (Phase I), evaluate (Phase II) and commence permitting activities with the U.S. Army Corp of Engineers (Phase III) for a new water supply to meet part of the Town's anticipated future water demands.

Phase I of NISP investigated Poudre River and South Platte River water rights and potential reservoir sites in the Poudre Basin. Phase II evaluated the reservoir sites, analyzed the alternatives, environmental studies, and financial alternatives. Phase III has commenced the permitting activities with the US Army Corp of Engineers and other agencies and other National Environmental Policy Act (NEPA) compliance activities. Phase 3A (2010 – 2014) consists of additional time for the same activities noted in Phase III.

Erie staff, with water resources and legal consultation, has determined that NISP has the potential to provide up to 6,500 acre-feet of firm annual water yield to partially meet Erie's projected, ultimate raw water demand. It could provide a good opportunity to acquire a large portion of Erie's water supply and flexibility within the NCWCD system with Erie's CBT and Windy Gap Units. Finally, water from NISP would be deliverable through the same facilities that deliver CBT and Windy Gap water to Erie, so separate delivery facilities would not be required.

Continued participation in NISP by Erie would be pursuant to the Eighth Interim Agreement between NCWCD and Erie (attached). The participants' contributions for 2014 are shown in Exhibit B to the Agreement.

Staff recommends that the Board of Trustees authorize this Agreement, which commits Erie to contribute \$162,500 for its continued participation in the Phase 3A of the NISP Project in 2014.

Board Goal

This serves the Board's goal for Infrastructure – Fund and provide essential infrastructure that corresponds with the planned rate of growth.

Staff Review:

_____ Town Attorney
_____ Town Clerk
_____ Community Development Director
JA Finance Director
_____ Police Chief
CCB Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-07
- b. Eighth Interim Agreement with the Northern Colorado Water Conservancy District, Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project.

**RESOLUTION NO. 14-07
TOWN OF ERIE, COLORADO**

A RESOLUTION OF THE TOWN OF ERIE, COLORADO ACTING BY AND THROUGH ITS ERIE WATER ACTIVITY ENTERPRISE TO CONTINUE ITS PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT (NISP), PHASE 3A IN THE AMOUNT OF \$162,500.; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, acting by and through its Erie Water Activity Enterprise ("Erie"), entered into "Seventh" Interim Agreement" with the Northern Colorado Water Conservancy District, acting by and through its Northern Integrated Supply Project Water Activity Enterprise ("NCWCD") on January 10, 2012 to develop a water project for the purpose of developing a new reliable water source for the beneficial use of the Town of Erie and other entities, which will divide the costs among the participants; and

WHEREAS, the Northern Integrated Supply Project ("NISP") is continuing Phase 3A, of the Project; and

WHEREAS, the Town of Erie Board of Trustees would like to approve continuing participation in the Eighth Interim Agreement, Phase 3A, which consists largely of preparation of both the technical reports in support of the Supplemental Draft EIS as well as preparation for the Supplemental Draft Environmental Impact Study (EIS) itself, additionally there will be work in support of the public information effort for NISP as well as overall Northern Water Administration and legal support; and

WHEREAS, continuation and completion of Phase 3A of NISP on behalf of the participants will require continued funding from the participants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

- Section 1.** That the Board of Trustees for the Town of Erie approve continued participation in Phase 3A by a payment in the amount of \$162,500 to NISP.
- Section 2.** The appropriate Town officers are hereby authorized to expend said funds to continue participation in Phase 3A.
- Section 3.** That entering into the agreement is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE, ACTING BY AND THROUGH ITS ERIE WATER ACTIVITY ENTERPRISE,

A COLORADO MUNICIPAL CORPORATION

BY: _____
Joseph A. Wilson, Mayor

ATTEST:

BY: _____
Nancy J. Parker, C.M.C., Town Clerk

NINTH INTERIM AGREEMENT WITH THE
NORTHERN COLORADO WATER CONSERVANCY DISTRICT,
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of _____, 20__ by and between the Northern Colorado Water Conservancy District (a quasi-municipal entity and political subdivision of the State of Colorado), acting by and through its Northern Integrated Supply Project Water Activity Enterprise (a government-owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq.), whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), and the Town of Erie, whose address is PO Box 750, Erie, CO 80516-0750 ("Participant").

Recitals

- A. The NISP Enterprise is developing a water project (the "Project") for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First Phase of the Project consisted of preliminary studies to evaluate potential Poudre reservoir sites and the South Platte Water Conservation Project. The First Phase has been accomplished and there appear to be potential project configurations that may serve the needs of the Project.
- D. The Second Phase of the Project consisted of additional reservoir site evaluations, alternatives analysis, environmental studies, financial analyses, and related work. The Second Phase has been completed and the participants have selected alternatives that may serve the needs of the Project.
- E. The NISP Enterprise has commenced the Third Phase of the Project. The Third Phase, Years 1 and 2 (2004 and 2005), consisted of agency consultation, commencement of permitting with the U.S. Army Corps of Engineers and other agencies, commencement of compliance with the National Environmental Policy Act and other requirements for federal permitting, commencement of field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- F. The Third Phase, Year 3 through Year 6 (2006, 2007, 2008, and 2009), consisted of continuation of agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.

- G. The Third Phase, Years 7 through 11 (hereinafter referred to as “Phase 3A”), will consist of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- H. It is necessary that the NISP Enterprise pursue Phase 3A of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.
- I. Continuation and completion of the Third Phase of the Project on behalf of the participants will require continued funding from the participants.

Agreement

1. Participant agrees to participate in Phase 3A of the Project to continue agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project, under and pursuant to the terms and conditions of this Agreement. Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A is included in Exhibit A. Participation in Phase 3A of the Project in no way obligates Participant to subsequent phases of the Project or to continue involvement in the Project in any manner.
2. For the purposes of cost allocation in Phase 3A, the cost is based upon the Participant’s base requested capacity divided by the total requested base Project yield. The Participant’s initial base requested capacity in the Project is 6500 acre-feet of water yield. Attached hereto as Exhibit B is a table showing the current permitted capacity in the Project and the pro rata share of the costs of Phase 3A of the Project for 2014 for each Participant. The Participant may request a reduction, but not an increase, in base requested capacity, which will be implemented by the NISP Enterprise so long as any increased costs of design, environmental studies, permitting or other matters are paid by the Participant. If a reduction in Participant’s base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of Phase 3A costs of the Project after the change based on their final base requested capacity. For purposes of the environmental analysis for the Project, the Participant’s permitted capacity in the Project is 6500 acre-feet of water yield. In the event that Participant’s base requested capacity is increased or decreased, Participant’s permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.
3. Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated 2014 costs necessary for Phase 3A of the Project. The NISP Enterprise estimates that Participant’s pro rata share of the costs of Phase 3A of the Project is

\$162,500 for 2014. Participant will pay the NISP Enterprise its pro rata share of Phase 3A 2014 costs on or before January 24, 2014. These estimated costs will not be increased or exceeded without the prior written approval of Participant. However, if Phase 3A of the Project cannot be completed within these estimated costs, the NISP Enterprise is not obligated to complete Phase 3A of the Project for the benefit of Participant unless sufficient additional pro rata funds as determined by the NISP Enterprise are provided by Participant. Any participant which joins the Project after this Agreement is executed and is not listed in Exhibit B will be charged the same cost per acre foot of Project yield for the Third Phase as all other participants. Participant funds that are not expended during Phase 3A will be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A.

4. In the event that Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of Participant. The NISP Enterprise shall give Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for Participant's benefit under this paragraph. Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. Participant shall in any event be responsible for its pro rata share of the 2014 costs of Phase 3A of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.
5. The NISP Enterprise agrees to diligently pursue Phase 3A of the Project in good faith to the extent that funds therefore are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant, that it will proceed with the Project beyond Phase 3A or that it will construct or operate the Project. At the end of the Third Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by sufficient participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs, in which case a pro rata refund will be made. In the event of such termination, Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of Participant, and NISP Enterprise shall convey to Participant, as a tenant in common with all other participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants.

7. Participant shall have the right to assign this Agreement and Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any person or entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.
8. In the event that this Agreement is terminated for any reason, Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project, and the NISP Enterprise shall have no further obligations to Participant, except as provided in Paragraphs 3 and 6 above for those participants who have not been terminated under paragraph 4 above.
9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of \$162,500 set forth in paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into, except that Participant shall be entitled to a return of funds paid to the NISP Enterprise as provided in paragraph 8 above.
10. In the event that additional costs must be incurred for Phase 3A in 2014, the parties may amend this Agreement in writing to provide for further payment by Participant of Phase 3A costs for 2014. However, Participant is not obligated under this Agreement to pay any costs for Phase 3A beyond the costs stated in paragraph 3 above.
11. This Agreement is the entire agreement between the NISP Enterprise and Participant regarding participation in Phase 3A of the Project and shall be modified by the parties only by a duly executed written instrument approved by Participant and the NISP Enterprise's Board of Directors.
12. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

TOWN OF ERIE

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT, ACTING BY AND
THROUGH THE NORTHERN INTEGRATED
SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
DESCRIPTION OF PHASE 3A
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of the permitting work associated with NISP. The work in 2014 will largely be preparation of both the technical reports in support of the Supplemental Draft EIS as well as preparation of the Supplemental Draft EIS itself. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 3A

Participant Cost Allocation for 2014 Permitting \$1,000,000 Request

Participant	Project Yield (Acre-ft)	Percent of Project	Additional Budget Request
Central Weld Co. W.D.	3,500	8.75%	\$ 87,500
Dacono	1,000	2.50%	\$ 25,000
Firestone	1,300	3.25%	\$ 32,500
Frederick	2,600	6.50%	\$ 65,000
Eaton	1,300	3.25%	\$ 32,500
Erie	6,500	16.25%	\$ 162,500
Evans	1,600	4.00%	\$ 40,000
Fort Collins-Loveland. W.D.	3,000	7.50%	\$ 75,000
Fort Lupton	3,000	7.50%	\$ 75,000
Fort Morgan	3,600	9.00%	\$ 90,000
Lafayette	1,800	4.50%	\$ 45,000
Left Hand W.D.	4,900	12.25%	\$ 122,500
Morgan County Q.W.D.	1,300	3.25%	\$ 32,500
Severance	1,300	3.25%	\$ 32,500
Windsor	3,300	8.25%	\$ 82,500
	40,000	100.00%	\$ 1,000,000

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT AGENDA**
 Consideration of Resolution 14-08: A Resolution Authorizing Award Of A Blanket Purchase Order To Liberty Waste Management, in the Amount Of \$11,880.00 for ADA Accessible Portable Restrooms to be Located Within Park and Open Space Properties for 2014.

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**
Gary Hegner, Parks Maintenance Division Manager

FISCAL INFORMATION: Cost as Recommended: \$11,880.00
 Balance Available: \$ 14,300.00
 Budget Line Item Number: 001 . 07 . 810 . 540220 . 000000
 New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-08 awarding said contract, authorizing the Town Administrator to execute said contract, authorizing Staff to expend contracted funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Each year, the Department solicits quotes from qualified firms to provide ten (10) portable ADA handicap-accessible restrooms with hand sanitizer stations, serviced once (1X) per week within Town parks and open spaces. The aggregate costs for services provided during 2014 shall not to exceed \$11,880.00.

Bid Information

Contractor	Quoted Price
Liberty Waste Management	\$99.00/month/unit
S&B Porta-Bowl Restrooms	\$155.00/month/unit
United Site Services of Colorado, Inc.	\$120.00/month./unit
Empire Portable Restrooms	No Bid-Insufficient Available Restroom units

The low bidder is Liberty Waste Management, based in Englewood, CO. There were no Erie-based bidders for this project. Liberty Waste Management has been in business in Colorado for many years and has considerable experience in providing portable restrooms to municipalities, state parks, and special events.

Budget Summary

Blanket Purchase Order	\$11,880.00
Contingency	\$0
Total	\$11,880.00

Board Goal

This serves the Board's goal to maintain a safe community in which to live, work, learn, and play.

____ Town Attorney
 ____ Town Clerk
 ____ Community Development Director
SR Finance Director
 ____ Police Chief
GB Public Works Director

Approved by:



A.J. Krieger
 Town Administrator

ATTACHMENTS:

a. Resolution 14-08

RESOLUTION NO. 14-08

A RESOLUTION OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE AWARD OF A BLANK PURCHASE ORDER TO LIBERTY WASTE MANAGEMENT IN THE AMOUNT OF \$11,880.00 FOR ADA ACCESSIBLE PORTABLE RESTROOMS TO BE LOCATED WITHIN THE TOWN OF ERIE PARKS AND OPEN SPACE PROPERTIES FOR 2014; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie each solicits quote from qualified firms to provide portable ADA handicap accessible restroom for the Town parks and open spaces; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to provide these restrooms.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the blanket purchase order to Liberty Waste Management for providing ADA accessible restrooms and service for said restrooms is found to be a reasonable and acceptable purchase.

Section 2. That the Town of Erie be and is hereby authorized and directed to contract with Liberty Waste Management in the amount of \$11,880.00, and appropriate Town Officers are hereby authorized and directed to execute the purchase and expenditures of funds.

Section 3. That entering into this purchase is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY, 2014 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By _____
Joseph A. Wilson, Mayor

ATTEST:

Nancy J. Parker, CMC, Town Clerk

**TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM**

Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-09: A Resolution Authorizing Award Of A Construction Contract To Metro Pavers, Inc. In the amount of \$10,053.00; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**
Gary Hegner, Parks Maintenance Division Manager

FISCAL INFORMATION: Cost as Recommended: **\$ 10,053.00**
Balance Available: **\$ 20,000.00**
Budget Line Item Number: 001 . 07 . 810 . 580950 . 140001
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-09 awarding said contract, authorizing the Town Administrator to execute said contract, authorizing Staff to expend contracted funds and contingency funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2012, the Parks Division completed assessments of all parks and facilities pertaining to the updated Americans With Disabilities Act (ADA) standards. Two of the deficiencies documented were the lack of a curb and accessible sidewalk entrance at Meadowview Parkway and the sidewalk accessibility to the softball field at Longs Peak Park. Additionally, concrete will be placed so that each players bench within the dugouts will be handicap-accessible, making this area fully compliant.

Quote Information

Contractor: Metro Pavers, Inc.

The work will be completed by Metro Pavers, Inc., based in Westminster, CO. Metro Pavers, Inc. has been selected as the Town's primary concrete vendor for 2014, and has successfully worked for the Town on previous concrete projects for Public Works.

Project Budget Summary

Contract	\$10,053.00
Contingency (0%)	\$0
Total	\$10,053.00

Board Goal

This serves the Board's goal to maintain a safe community in which to live, work, learn, and play.

Staff Review:

____ Town Attorney
____ Town Clerk
____ Community Development Director
____ Finance Director
____ Police Chief
 Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-09
- b. Copy of Quote

RESOLUTION NO. 14-09

A RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT TO METRO PAVERS, INC. IN THE AMOUNT OF \$10,053.00 FOR ACCESSIBLE SIDEWALKS AT MEADOWVIEW PARKWAY AND PARK AND SIDEWALK ACCESSIBILITY AT LONGS PEAK PARK; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie completed assessments of all parks and facilities to be in compliance with American with Disabilities Act (ADA); and

WHEREAS, it is necessary to construct an accessible sidewalk entrance at Meadowview Parkway and park and sidewalk accessibility at Longs Peak Park; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to complete these assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the Contract for the construction of an accessible sidewalk entrance at Meadowview Parkway and park and sidewalk accessibility at Longs Peak Park between the Town of Erie and Metro Pavers, Inc. is found to be a reasonable and acceptable contract.

Section 2. That the Town of Erie be and is hereby authorized and directed to authorize the contract with Metro Pavers, Inc. and the Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in an amount not to exceed \$10,053.00.

Section 3. That entering into the contract is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk



METRO PAVERS, INC.

P.O. BOX 778 • WESTMINSTER, COLO. 80036-0776
FAX 303-427-1039
303-427-5575

PROPOSAL

PROPOSAL SUBMITTED TO: Town Of Erie 150 Bonnell Avenue Erie Co, 80516	JOB NAME: Parks and Recreation Department Longs Peak Park ATTN: Gary Hegner
PHONE NUMBER: (303) 926-2887 CELL (303) 591-2887	DATE: January 3, 2014

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

ADA RAMP & SIDEWALKS:

Install 658 square feet of new concrete sidewalk and bleacher pads. The existing grass will be removed and 3 – 4” of new recycled crushed concrete will be installed to stabilize the ground for new concrete. **\$6,082.00**

Remove 20 feet of existing curb & gutter and 120 square feet of grass. Install an 8’ wide ADA ramp to meet the Town of Erie specs and pour a sidewalk extension to meet the elevations of the new ramp. **\$3,971.00**

NOTE: Asphalt patch back is not included in the price, if needed it will be billed at the current 2014 contract prices.

Note: This proposal doesn't include the price for permits or testing. All work is to be done during regular business hours, Monday thru Friday 7:30a.m. – 5:00p.m. There will be no work performed on Saturday or Sunday unless prior arrangements have been approved by Metro Pavers, Inc.

We propose hereby to furnish material and labor- complete in accordance with the above specification, for the sum of **\$10,053.00**

Payment Due Upon Completion

AUTHORIZED SIGNATURE:

Note: this proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This quotation is subject to all conditions and payment terms on the reverse side.

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE:** _____

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT AGENDA**
 Consideration of Resolution 14-10: A Resolution Authorizing Award Of A Construction Contract To Fiore & Sons, Inc. In The Amount Of \$299,217.50; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**
Jon Mays, Water and Wastewater Divisions Manager

FISCAL INFORMATION: Cost as Recommended: **\$ 329,100**
 Balance Available: \$ 0
 Budget Line Item Number: 001 . 04 . 110 . 580950 . 130056
 New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-10 awarding said contract, authorizing the Town Administrator to execute said contract, authorizing Staff to expend contracted funds and contingency funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

This project has been identified as part of the FEMA recovery effort, 75% funded by FEMA 12.5% funded by the State of Colorado and the Town will be responsible for 12.5% to make necessary repairs endured from the September 2013 flooding to the North Water Reclamation Facility Reuse Reservoir. Repairs include removal of material, repair of breach, and repair of damage to bank and liner in multiple areas. All work will be in coordination with the FEMA relief funding.

An Invitation to Bid was posted on the Town's website on December 10, 2013. The following bids were opened and read on December 27, 2013.

Bid Information

Contractor	Bid Price
Fiore & Sons, Inc.	\$299,217.50
Asphalt Specialties Co., Inc.	\$320,000.00

The low bidder is Fiore & Sons, Inc. Although Fiore & Sons has not worked for the Town of Erie, they have completed projects for the Town of Dillon, Parker Jordan Metro District (Cherry Creek), United Water & Sanitation District (Stonegate, CO), Denver Federal Center (Lakewood), Garfield Airport (Rifle), City of Colorado Springs, and the Town of Parker.

Project Budget Summary

Contract	\$299,217.50
Contingency (10%)	<u>\$29,882.50</u>
Total	\$329,100.00

Project Schedule

Notice of Award	January 15, 2014
Notice to Proceed	January 15, 2014
Construction Complete	May, 2014

Board Goal

This serves the Board's goal for Infrastructure – Fund and provide essential infrastructure that corresponds with the planned rate of growth.

Staff Review:

Approved by:



A.J. Krieger

Town Administrator

_____ Town Attorney

_____ Town Clerk

_____ Community Development Director

ST _____ Finance Director

_____ Police Chief

QUB _____ Public Works Director

ATTACHMENTS:

- a. Resolution 14-10

RESOLUTION NO. 14-10

A RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT TO FIORE & SONS, INC. FOR THE REPAIR OF THE NORTH WATER RECLAMATION FACILITY RESERVOIR IN THE AMOUNT OF \$299,217.50; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, due to flooding in Erie in September of 2013 damage was done to the North Water Reclamation Facility Reservoir; and

WHEREAS, the damages include removal of material repair of breach and repair of damage to the bank and line in multiple areas; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to approve this contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the Contract for the repair of the North Water Reclamation Facility Reservoir between the Town of Erie and Fiore & Sons, Inc. is found to be a reasonable and acceptable contract for the reservoir repairs.

Section 2. That the Town of Erie be and is hereby authorized and directed to authorize the contract with Fiore & Sons, Inc. and the Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in the amount of \$299,217.50 with a contingency of \$29,882.50.

Section 3. That entering into the contract is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

**TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM**

Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-11; A Resolution Authorizing An Application to the Northern Colorado Water Conservancy District for an Annually Renewable Perpetual Water Contract for the Right to Use Colorado Big Thompson Project Water under C.R.S. § 37-45-131 and an Application to the Northern Colorado Water Conservancy District for Cancellation of Temporary Use Permits; And, Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**

FISCAL INFORMATION:	Cost as Recommended:	\$ N/A
	Balance Available:	\$ N/A
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Adopting Resolution 14-11, authorizing the Mayor to execute said applications.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2013, the Town of Erie bought 50 CBT Units. The Northern Colorado Water Conservancy District (NCWCD) operates pursuant to a procedure under which municipalities are granted temporary use permits when CBT Units are acquired. At the beginning of each calendar year, municipalities are required to convert those temporary use permits to perpetual water contracts by applying to cancel the temporary use permits and entering into a perpetual contract. This procedure must be completed by March 1, and it applies to the 50 CBT Units.

It is recommended that the Board of Trustees pass and adopt Resolution 14-11 authorizing an Application to the Northern Colorado Water Conservancy District for an Annually Renewable Perpetual Water Contract for the Right to Use Colorado Big Thompson Project Water under C.R.S. § 37-45-131 and an Application to NCWCD for the Cancellation of Temporary Use Permits.

Board Goal

This serves the Board's goal for maintaining Infrastructure – Fund and provide essential infrastructure that corresponds with the planned rate of growth.

Staff Review:

_____ Town Attorney
_____ Town Clerk
_____ Community Development Director
_____ Finance Director
_____ Police Chief
 Public Works Director

Approved by:

Gary W. Behlen
Director of Public Works

ATTACHMENTS:

- a. Resolution 14-11
- b. Application for Annually Renewable Perpetual CBT Contract.
- c. Application for Cancellation of CBT Temporary Use Permits

**RESOLUTION NO. 14-11
SERIES OF 2014
TOWN OF ERIE, COLORADO**

A RESOLUTION TO APPLY FOR AN ANNUALLY RENEWABLE PERPETUAL WATER CONTRACT FOR THE RIGHT TO USE COLORADO BIG THOMPSON PROJECT WATER AND FOR CANCELLATION OF TEMPORARY USE PERMITS

WHEREAS, the Town of Erie relies upon water from the Colorado Big Thompson ("CBT") Project to provide water within the Town; and

WHEREAS, the Northern Colorado Water Conservancy District operates pursuant to a procedure under which municipalities are granted Temporary Use Permits when CBT Units are acquired. At the beginning of each calendar year, municipalities are required to convert those Temporary Use Permits to Annually Renewable Perpetual Water Contracts by applying to cancel the Temporary Use Permits and entering into a Perpetual Contract; and

WHEREAS, this procedure is required for a total of 50 CBT Units acquired during 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, AS FOLLOWS:

Section 1. The Board of Trustees for the Town of Erie ("Board") hereby authorizes the Mayor and Town Clerk to execute an Application to the Northern Colorado Water Conservancy District for an Annually Renewable Perpetual Water Contract for the Right to Use Colorado Big Thompson Project Water under C.R.S. § 37-45-131.

Section 2. The Board hereby authorizes the Mayor and Town Clerk to execute an Application to the Northern Colorado Water Conservancy District for cancellation of Temporary Use Permits for 50 acre feet.

Section 3. The Board hereby authorizes the Mayor and Town Clerk to also execute any other necessary documentation prescribed by the Northern Colorado Water Conservancy District to complete the transactions described herein.

PASSED, ADOPTED AND APPROVED this 14th day of January, 2014 by the Board of Trustees of the Town of Erie, Colorado.

TOWN OF ERIE

By: _____
Joseph A. Wilson, Mayor

Attest:

Nancy J. Parker, Town Clerk

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR ANNUALLY RENEWABLE
PERPETUAL WATER CONTRACT FOR RIGHT TO USE
COLORADO-BIG THOMPSON PROJECT WATER
UNDER C.R.S. 37-45-131

Applicant, Town of Erie, a Colorado municipal corporation, hereby applies to Northern Water, a political subdivision of the State of Colorado, organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, for a contract for the right to beneficially use Colorado-Big Thompson Project water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to beneficial use is 50 acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth
2. It is understood and agreed by the Applicant that any water provided for use under this contract by the Board of Directors of Northern Water shall be primarily for domestic, irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the use of water (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten-thousandth ($1/310,000$) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually in advance for the amount of water herein provided for use under this contract by the Board of Directors of Northern Water at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each water year thereafter shall be made in advance by the Applicant on or before each October 1, 31 days prior to the start of the water year, at the rate per acre-foot established by the Board for municipal water use in that water year. For the purpose of this water contract, the water year is defined to be from November 1 to October 31 of

the following year.

If an annual payment as herein provided is not made by due date, written notice thereof, by certified mail, will be given by Northern Water to the Applicant at the following address: P.O. Box 750, Erie, Colorado 80516.

Water deliveries shall be suspended as of November 1 of the new water year until payment of the delinquency is made. If payment is not made within ninety (90) days after the date of mailing of said written notice, Applicant shall have no further right, title, or interest under this contract; and the right of use of water as herein made, shall be disposed of at the discretion of the Board of Directors of Northern Water. Any proceeds from any sale of the right of use to another allottee shall be paid to Applicant over and above Northern Water's actual expense in terminating and disposing of the contract right of use.

5. This right of use shall be perpetual on an annually renewable basis. If the annual payment is made as provided in this application, the right of use shall be automatically renewed another water year without any further notice of Northern Water; if the annual payment is not timely made, as provided above, the right of use shall terminate.
6. Applicant agrees that the water allocation shall be beneficially used for the purposes and in the manner specified herein, and that this right of use is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of Northern Water.
7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; the rules, regulations and policies of the Board of Directors of Northern Water as they now exist or as they exist in the future; and by the Repayment Contract of July 5, 1938, between Northern Water and the United States and all amendments thereof and supplements thereto.
8. Applicant agrees, as a condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through provision of services to the Applicant.
9. Acquisition of this annually renewable perpetual right of use water contract for the Colorado-Big Thompson Project water from Northern Water and the right to the

beneficial use of water thereunder by the Applicant necessary; the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace, health, and safety; and the adequate protection of the health of the inhabitants of the community.

10. The governing body of Applicant has duly approved this Application in accordance with all legally required procedures.

Signed this _____ day of _____, A.D., 20 ____.

TOWN OF ERIE

By _____
Joseph A. Wilson, Mayor

ATTEST:

Nancy J. Parker, Town Clerk

(SEAL)

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in this allocation of the right to use Colorado-Big Thompson Project water and after a Hearing by the Board, it is hereby ORDERED that the above application be granted and an allotment contract for 50 acre-feet of water is hereby made to the Town of Erie, a Colorado municipal corporation, for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO
WATER CONSERVANCY
DISTRICT

By _____
President

I hereby certify that the above Order was entered by the Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A.D., 2014.

ATTEST: _____
Secretary

TOWN OF ERIE
BOARD OF TRUSTEES AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: CONSENT AGENDA-RESOLUTION

Resolution No. 14-12; A Resolution Of The Town Of Erie, Colorado Authorizing The Town Of Erie To Donate Use Of The Erie Community Park To The American Cancer Society For The Relay For Life; And Setting Forth Details In Relation Thereto

DEPARTMENT: Administration

PRESENTER: Fred Diehl, Assistant to the Town Administrator

FISCAL INFORMATION: Cost as Recommended:
Balance Available:
Budget Line Item Number: 001 . 01 . 110 . 560117 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Consideration of Resolution 14-12 a donation of use of Erie Community Center

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

SUMMARY: On October 28, 2013 the Relay for Life of Erie submitted a Community Organization Grant Request For to the Town Clerk's Office seeking use of the Erie Community Center and Park for the July 7th & 8th, 2014 Relay for Life of Erie event (See Attached).

BACKGROUND: During the April 9, 2013 Board of Trustees meeting, the Board approved the amended Policy and Procedures for Grants to Community Organizations to include criteria for promotional and in-kind support of Town Sponsored and Town Endorsed events. The amended policy allows the Board to consider requests on a case by case basis.

Board of Trustees Goals: This serves the Board of Trustee's adopted goals to Continue to Enhance Recreational & Cultural Amenities for All Erie Citizens

Staff Review:

____ Town Attorney
____ Town Clerk
____ Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director
____ Assistant to the Town Administrator

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS: Resolution 14- 12
Community Organization Grant Request

RESOLUTION NO. 14-12

A RESOLUTION OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE TOWN OF ERIE TO DONATE USE OF THE ERIE COMMUNITY PARK TO THE AMERICAN CANCER SOCIETY FOR THE RELAY FOR LIFE; AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the American Cancer Society/Relay for Life of Erie. is a non-profit organization that provides events that raise awareness and funds in fight against cancer; and

WHEREAS, the American Cancer Society/Relay for Life of Erie., has submitted a written Community Organization Grant Request form for use of the Erie Community Center and Erie Community park for July 7th through the 8th of 2014; and

WHEREAS, the Town wishes to make a donation in support of this event; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the Town of Erie be and is hereby authorized and directed to donate the use of the Erie Community Center and Park as requested by the American Cancer Society/Relay for Life of Erie.

Section 2. That this donation is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JANUAR, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk



TOWN OF ERIE
1874

Community Organization Grant Request Form

See attached for the current Policy & Procedures for Grants to Community Organizations

Today's Date:
(MM/DD/YY)
10/28/13

Contact Information

Organization Name: Relay For Life of Erie

Organization Address: 118 Bonanza Drive City: Erie State: CO Zip: 80516

Contact Person: Debbie Harris Email Address: relaydeb@gmail.com

Daytime Phone: 720 670 8937 Cell: 720 670 8937

Organization Structure (Ex. non-profit corporation): American Cancer Society Tax Exempt # 13-1788491

Request Information

Requesting: Town Sponsored Event - Requesting Financial Assistance Town Endorsed Event - Requesting In-Kind Assistance

Description of Request: Use of Erie Community Park, Monthly Meeting Rooms at ECC for Committee/Team Captain Meetings, Bathrooms, Tables, Chairs, Parking, Garbage, + Shelters

Date When Funds Are Needed: _____

Event Information

Description of Event (attach additional information if needed): see attached

Date(s) of Event: June 7/8, 2014

Event/Activity Location: Erie Community Park Duration of Event: 18 hours

Estimated Attendance: 350+

How will this event positively effect the community members and the Town of Erie: We celebrate cancer survivors and bring the Erie community together to raise awareness and funds to fight cancer. This is a family friendly event filled with entertainment and activities.

Please note this is only a request form. All requests should be submitted to the Town Clerk who will submit them to the Board of Trustees for consideration in accordance with the annual budget schedule, and will be considered collectively at a Board Meeting. Any requests submitted "out-of-cycle" should be submitted to the Town Clerk who will forward to the Board of Trustees for consideration during a Board of Trustees meeting.

Please return request form to the Town Clerk by email, fax or drop by:
Town of Erie | 645 Holbrook | PO Box 750 | Erie, CO 80516
phone 303.926.2731 | fax 303.926.2706 | nparker@erleco.gov

Office Use Only

Date Received	<u>11</u>	
Date Reviewed	<u>11</u>	
Date Approved	<u>11</u>	



**Community Event at the Erie Community Park
2nd Annual American Cancer Society
Relay For Life of Erie**

The American Cancer Society Relay For Life of Erie is planning its 2nd Annual Community Event in Erie. We come together as a Community to Celebrate Survivors, Remember those we have lost to cancer, and Fight Back against this terrible disease.

Approximately 350 participants are anticipated to take part at the event, starting with an Opening Ceremony. After a Cancer Survivor Victory Lap and Parade of Teams, team members take turns walking around the "track," representing that there is no finish line until we find a cure for cancer.

There will be various games, activities, music and food. Our Luminaria Ceremony will take place at dark where those we've lost to cancer and cancer Survivors are honored and remembered. Luminaria bags bearing the names of those individuals will line the "track" and be lit with battery-operated candles throughout the night. Through the evening and night we will have a DJ playing music and using Relay Radio to communicate with teams around the track. At midnight we will hold a Fight Back Ceremony where individuals can stand up and commit to making a difference in the fight against cancer. At 6:00am we will conclude our event with a Closing Ceremony where awards will be given to our top fundraisers. After the Closing Ceremony we will begin clean up and tear down.

We invite and encourage you to come by and take part in this community event to fight back against cancer. The American Cancer Society Relay For Life represents the hope that those lost to cancer will never be forgotten, that those who face cancer will be supported, and that one day cancer will be eliminated.

If you have any questions about this event, please contact Lynn Wooton at the American Cancer Society (720) 524- 5402 or Debbie Harris, Volunteer Event Chair, (720) 670 - 8937.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT AGENDA**
 Consideration Of Resolution 14-13: A Resolution For the Distribution of High Efficiency Washing Machine Rebates In Conjunction with the Water Conservation Plan in the Amount of \$4,000; And, Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**

FISCAL INFORMATION: Cost as Recommended: **\$ 4,000**
 Balance Available: \$ 6,000
 Budget Line Item Number: 002 . 07 . 110 . 560420 . 000000
 New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approve Resolution 14-13, authorizing continuation of the High Efficiency Washing Machine Rebate Program and authorizing Staff to expend said funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In July 2007, The Town of Erie’s Board approved Resolution 07-94, formally adopting the Town of Erie’s Water Conservation Plan. As part of the Plan, the Board approved the distribution of rebates for the purchase of high efficiency washing machines. According to the U.S. Department of Energy, qualified clothes washers can save 7,000 gallons of water a year. Below is a summary of the rebates issued since the program began.

Year	# of Rebates	Amt of Rebates	Total Cost	Entity
2008	30	\$ 100	\$ 3,000	Town
2009	60	\$ 100	\$ 6,000	Town
2010	60	\$ 50	\$ 3,000	Town
2010	50	\$ 50	\$ 2,500	Encana
2011	79	\$ 50	\$ 3,950	Encana
2012	67	\$ 50	\$ 3,350	Town
2013	68	\$ 50	\$ 3,400	Town

In 2013 68 out of 80 Washing Machine Rebates were issued to residents. In the 2014 operating budget there is \$6,000 for 120 Washing Machine Rebates at \$50 each. However the demand in 2012 and 2013 was less therefore Public Works is requesting 80 Washing Machine Rebates at \$50 each using, \$4,000 of the \$6,000 budgeted at this time.

Staff also recommends maintaining the purchase date parameter at March 4, 2008 (the date the State of Colorado officially accepted the Water Conservation Program), thereby allowing residents that purchased washing machines previously, but missed the rebates, to apply in 2014.

High Efficiency Washing Machine Rebate Program Guidelines:

- Must be a customer of the Town of Erie with a current, non-delinquent account.
- The machine must be installed at the primary address and must remain in the possession of the original purchaser, or remain at the original installation address for at least one year from the date of purchase. Leased washers are not qualified. Original receipt must be provided and show a purchase date of March 4, 2008 or later.
- The machine must be a qualifying model listed on the www.energystar.gov website.
- A completed and signed Affidavit of Lawful Presence in the U.S. (required by House Bill 06S-1023 signed into law on July 31, 2006) must be provided along with a legible copy of an acceptable form of identification.
- Must include a copy of current Town of Erie water bill.
- Rebates are on a first-come, first serve basis with a maximum allowable rebate of one per family account.
- Required materials can be mailed to or dropped off at the Public Works Department located on the second floor of Town Hall (PO Box 750).

Pre-Rinse Spray Valve Program: In 2008, the Board authorized \$1,000 for the low flow Pre-rinse Spray Valve Replacement program. Twenty-five valves were obtained and Erie restaurants and businesses were contacted regarding the program. To date, 9 valves have been given out and 16 remain on hand. Staff does not recommend ordering additional valves at this time.

Board Goal

This serves the Board's goal for Financial Responsibility – Manage Erie's financial operation in an open, responsible and ethical manner.

Staff Review:

Approved by:

____ Town Attorney
____ Town Clerk
____ Community Development Director
37 Finance Director
____ Police Chief
SWP Public Works Director

A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-13

RESOLUTION NO. 14-13

A RESOLUTION APPROVING THE EXTENSION OF THE DISTRIBUTION OF HIGH EFFICIENCY WASHING MACHINE REBATES IN CONJUNCTION WITH THE WATER CONSERVATION PLAN IN THE AMOUNT OF \$4,000.00 FOR THE 2014 BUDGET YEAR; AND, SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, on July 24, 2007 the Town of Erie, a Colorado Municipal Corporation approved preparation of a Water Conservation Plan; and

WHEREAS, the Town of Erie produces greater than 2,000 acre feet of retail water per year and based upon that threshold, the Town was required to develop of State-approved Water Conservation Plan in accordance with C.R.S. § 37-60-126; and

WHEREAS, March 4, 2008 the State of Colorado officially accepted the Town or Erie's Water Conservation Plan which included the distribution of high efficiency washing machine rebates; and

WHEREAS, the Washing Machine Rebate Program is an important management tool in addressing the current and future water needs of the Town of Erie:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Town of Erie, Board of Trustees approves the extension of the Washing Machine Rebate Program in the amount of \$4,000.00 for the 2014 Budget year.

Section 2. Staff and Elected Officials are hereby directed to implement the necessary procedures to expend said funds.

Section 3. That approving the extension of the Washing Machine Rebate Program is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, C.M.C., Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEES AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: CONSENT AGENDA-RESOLUTION

Resolution No. 14-14; A Resolution Of The Town Of Erie, Colorado Authorizing The Town Of Erie To Donate Use Of The Erie Community Center Meeting Room For The Annual Local History Series Sponsored By The Erie Community Library And The Erie Historical Society; And Setting Forth Details In Relation Thereto

DEPARTMENT: Administration

PRESENTER: Fred Diehl, Assistant to the Town Administrator

FISCAL INFORMATION: Cost as Recommended:
Balance Available:
Budget Line Item
Number: 001 . 01 . 110 . 560117 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Consideration of Resolution 14-14 a donation of use of Erie Community Center

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

SUMMARY: On November 18, 2013 the Erie Community Library and the Erie Historical Society submitted a Community Organization Grant Request Form to the Town Clerk's Office seeking use of the Erie Community Center for the Annual Local History Series event. (See Attached).

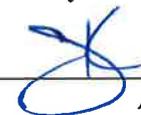
BACKGROUND: During the April 9, 2013 Board of Trustees meeting, the Board approved the amended Policy and Procedures for Grants to Community Organizations to include criteria for promotional and in-kind support of Town Sponsored and Town Endorsed events. The amended policy allows the Board to consider requests on a case by case basis.

Board of Trustees Goals: This serves the Board of Trustee's adopted goals to Continue to Enhance Recreational & Cultural Amenities for All Erie Citizens

Staff Review:

____ Town Attorney
____ Town Clerk
____ Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director
____ Assistant to the Town Administrator

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS: Resolution 14-14
Community Organization Grant Request

RESOLUTION NO. 14-14

A RESOLUTION OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE TOWN OF ERIE TO DONATE USE OF THE ERIE COMMUNITY CENTER MEETING ROOM FOR THE ANNUAL LOCAL HISTORY SERIES SPONSORED BY THE ERIE COMMUNITY LIBRARY AND THE ERIE HISTORICAL SOCIETY; AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the Erie Community Library and the Erie Historical Society are nonprofits organizations which benefit the Community of Erie; and

WHEREAS, the Erie Community Library and the Erie Historical Society, have submitted a written Community Organization Grant Request form for use of the Erie Community Center for Annual Local History Series; and

WHEREAS, the Town wishes to make a donation in support of this event; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the Town of Erie be and is hereby authorized and directed to donate the use of the Erie Community Center as requested by the Erie Community Library and the Erie Historical Society.

Section 2. That this donation is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk



Community Organization Grant Request Form

See attached for the current Policy & Procedures for Grants to Community Organizations

Today's Date:
(MM/DD/YY)

11 / 18 / 2013

Contact Information

Organization Name: Erie Community Library and Erie Historical Society
 Organization Address: 400 Powers St. City: Erie State: CO Zip: 80516
 Contact Person: Steph Myers Email Address: smyers@highplains.us
 Daytime Phone: 720-685-5222 Cell: _____
 Organization Structure (Ex. non-profit corporation): non profit Tax Exempt # _____

Request Information

Requesting: Town Sponsored Event - Requesting Financial Assistance Town Endorsed Event - Requesting In-Kind Assistance
 Description of Request: Use of ECC meeting rooms for six Local History Series events

Date When Funds Are Needed: 2014

Event Information

Description of Event (attach additional information if needed): Annual local history series Six evenings exploring the history of Erie and beyond.
 Date(s) of Event: 3/20/2014; 4/17/2014; 5/15/2014; 9/18/2014; 10/16/2014; 11/20/2014
 Event/Activity Location: Erie Community Center Duration of Event: 7:00pm to 8:00pm
 Estimated Attendance: 50-100
 How will this event positively effect the community members and the Town of Erie: This is an opportunity to provide educational and interesting facts to the community about Erie's history.

Please note this is only a request form. All requests should be submitted to the Town Clerk who will submit them to the Board of Trustees for consideration in accordance with the annual budget schedule, and will be considered collectively at a Board Meeting. Any requests submitted "out-of-cycle" should be submitted to the Town Clerk who will forward to the Board of Trustees for consideration during a Board of Trustees meeting.

Please return request form to the Town Clerk by email, fax or drop by:
 Town of Erie | 645 Holbrook | PO Box 750 | Erie, CO 80516
 phone 303.926.2731 | fax 303.926.2706 | nparker@erieco.gov

Office Use Only

Date Received	/ /	
Date Reviewed	/ /	
Date Approved	/ /	



Internal Review Community Organization Grant Request Form

Eligibility Criteria

- Non-Profit Corporation
- Service Organization
- Public School
- Community Service
- For Profit Business

Award Criteria

- Promotion of commerce and industry
- Celebration of the Town's culture, or heritage
- Observance of local, regional, or national historic dates or events
- Contribution to the general public good in areas of education, safety, health, welfare, or recreational activities
- Expected number of people who will participate or benefit from the program, event, or activity
- Consistency of the applicant's, customers and promotional goals with the Town's character, values and service priorities
- The applicant's historical participation and association with community projects, events and continued willingness to participate
- Community support for, or opposition to, the proposed project
- The operating and maintenance costs associated with the proposed project
- Anticipated public perception of the association of the Town and the proposed project
- The applicant's regard for and demonstrated success in environmental stewardship

Department Reviews

- Town Clerk: Nancy Parker
- Administration: _____
- Finance: _____
- Parks & Recreation: _____
- Police: _____
- PublicWorks: _____

Board of Trustees

- Approval Date: _____
- Notes: _____
- _____
- _____
- _____



Event Information

[Back](#)**Local History Series 2013: Early Erie - Lessons & Legacies**

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Event Type: Program

Age Group(s): Adult

Date: 11/14/2013

Start Time: 7:00 PM

End Time: 8:00 PM

Description: We are delighted to present the annual Local History Series sponsored by Erie Community Library and Erie Historical Society. Join us for six evenings of fascinating programs exploring the history of Erie and beyond. All programs will be held at the Erie Community Center, 450 Powers Street. Tonight, join resident and scholar James B. Stull as he shares some of the more interesting stories about the early years of Erie. Jim is the author of the book "Erie," which is part of the Images of America series.

Library: Erie

Location: Offsite

Contact: Steph Myers

Contact Number: 720-685-5222

Presenter: Jim Stull, PhD

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TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT AGENDA:**
Consideration of Resolution 14-15: A Resolution Approving a Services Agreement with Critigen LLC to Provide Server Virtualization Services; Authorizing And Directing The Appropriate Town Officers To Sign Said Agreement; And Setting Forth Details Thereto.

DEPARTMENT: Administration

PRESENTER: Fred Diehl, Assistant to the Town Administrator

FISCAL	Cost as Recommended:	\$146,607.05
INFORMATION:	Balance Available:	\$156,000.00
	Budget Line Item Number:	001 . 04 . 110 . 580340 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Board approval of Resolution 14-15 approving a Services Agreement with Critigen for server virtualization services.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

SUMMARY: The Town of Erie intends to migrate its present data center from the traditional server-based configuration to a new virtualized server environment. The new environment would virtualize our existing physical servers and improve our present backup solution.

On October 24, 2013 the Town of Erie Communications and Information Services Division issued RFP # 2013-4 for Server Virtualization. The Town received one responsive proposal to the RFP from Critigen LLC. After conducting due diligence, and based on the Town's current working relationship with the vendor, Critigen was selected as the Town's preferred vendor for this project.

BACKGROUND: Equipment failures, natural disasters, and human error all have the potential to affect the Town's service availability. As such, ensuring that the Town has adequate resources to accommodate continuity of operations of our critical business functions is a priority. To better address these issues, we believe converting to a virtualized server environment to be an innovative and appropriate solution. A Virtualized Server Environment will enable us to make the most of current technology; provide better service; leverage resources and lower our risk level.

On January 10, 2013, the Town entered into a Master Services Agreement (MSA) with Critigen for future services to be added following the execution of that agreement. The Service Agreement for virtualization services would be bound by the terms and conditions of the MSA.

Board of Trustees Goals: Manage resources to maximize utilization of people, energy and capital.

Staff Review:

Assistant to the Town Administrator
 Town Clerk
 Community Development Director
 Finance Director
 Police Chief
 Public Works Director
 Park & Rec. Director
 Town Attorney

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-15
- b. Services Agreement
- c. Master Services Agreement (MSA)

RESOLUTION NO. 14-15

A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO TO ENTER INTO A SERVICES AGREEMENT WITH CRITIGEN LLC, FOR SERVER VIRTUALIZATION SERVICES DURING THE 2014 CALENDAR YEAR IN AN AMOUNT NOT TO EXCEED \$146,607.05; AUTHORIZING AND DIRECTING APPROPRIATE TOWN OFFICERS TO SIGN SAID CONTRACT; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town desires to engage Critigen to provide Server Virtualization services to the Town during 2014; and

WHEREAS, Sufficient funds have been budgeted and are available for the work to be provided by Critigen; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to enter into a Srvices Agreement with Critigen to provide Server Virtualization services described above.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the Services Agreement between the Town of Erie and Critigen in the Amount not to exceed \$146,607.05, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement for acceptance of the grant.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the Services Agreement, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Erie to said Agreement.

Section 3. That entering into the Services Agreement is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

14th DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE, a Colorado municipal corporation

By:

Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

7604 Technology Way, Suite 300
 Denver, CO 80237
 +1.303.706.0990

Town of Erie
 645 Holbrook
 Erie, CO 80516

account manager: Mike Bank
sales engineer: Jeremy Vance
proposal number: TOE9999630-A
project number: N/A

customer contact: Fred Diehl
customer phone: (303) 926-2764
customer e-mail: fdiehl@erieco.gov

qty	mfr	description	price	product ext. price	one time costs	comments
1		Hardware Purchase (Dell Servers & SAN) (Estimated. Final pricing based on Hardware final market cost and availability.)	\$62,444.79	\$62,444.79	\$0.00	
1		Software (VMware vSphere 5 for 6 Processors w/ 3 years of support) (Estimated. Final pricing based on Software final market cost and availability.)	\$36,402.48	\$36,402.48	\$0.00	
180		Labor - Professional Services	205.00	\$0.00	\$36,900.00	See Attachment A/B Professional Services for Server Clean up, Installation, Implementation, Migration and Training - 180hrs (Quoted Off Peak, \$205/hr)(Peak Hourly rate, \$150/ hr)
52		Labor - Professional Services	205.00	\$0.00	\$10,660.00	See Attachment A/B Contingencies and overages 8% (Quoted Off Peak, \$205/hr) (Peak Hourly rate, \$150/ hr)

qty	mfr	description	price	product ext. price	one time costs	comments

	monthly services total:	\$0.00		
	one time costs total:		\$47,560.00	labor hours are based on estimates only.
	hardware/software total:	\$98,847.27		

scope of work	
<p>Virtualization Scope of Services quoted per the attached:</p> <p>Attachement A Attachement B</p>	<p>This Service Agreement is issued under the Critigen Standard Managed Services Agreement Terms and Conditions on file.</p> <p>To be valid, this Service Agreement must be signed by the Client within 7 days from date of issue found in the upper right hand corner herein. Pricing does not include shipping & handling or taxes by Federal, State or local authorities. If these services are subject to taxation, the Client agrees that it will pay any such taxes invoiced by Critigen.</p> <p>Both parties represent and warrant that they have full corporate power and authority to execute and deliver this Service Agreement and to perform their obligations hereunder, and that the person whose signature appears below is duly authorized to enter into this Service Agreement on behalf of the party and subject to all terms and conditions stated herein.</p> <p>IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Service Agreement as of the date of the last signature below.</p>

customer representative:

Critigen representative:

_____ signature

_____ signature

_____ print name

_____ print name

date

date

EXHIBIT "A"

(Services to be provided by Consultant)

Project Plan for Implementation

The list below represents the high level tasks for the Virtualization project.

1. Server cleanup and consolidation
2. Virtual server host and SAN installation
3. SAN configuration
4. Setup of VMWare on host servers
5. Server migration to virtual environment
6. Testing/QA
7. Staff Training

Physical Inventory and Recommendations for Decommission and Consolidation

The table below is a summary of the physical inventory along with warranty status along with remediation and consolidation recommendations.

Server Name	Purchase Date	Warranty Expires	Recommendation/Remediation
ANTI1			Correctly Decommission
ANTI11			Decommission
APPS			Correctly Decommission
BLACKBERRY			Correctly Decommission
ECC	10/10/2007	1/14/2008	Virtualize
ECC2	6/14/2007	6/13/2010	Decommission
ECCPRINT			Correctly Decommission
ECCTS1	10/4/2007	6/13/2010	Virtualize
ECCTS2	10/15/2007	10/10/2010	Virtualize
ENET			Correctly Decommission
EPD	2/1/2007	2/7/2010	Virtualize
EPD2	6/22/2006	6/22/2009	Move video data to SAN, virtualize and decommission HW
EPDAPP			Correctly Decommission
EPDAPP2	7/27/2011	7/28/2014	Configure as domain controller
EPDREC	1/18/2007	1/18/2010	Decommission
ERPAPP	9/17/2007	9/23/2010	Virtualize
ERPDB	10/18/2007	10/24/2010	Virtualize
FILE			Same machine as ANTI11 - Decommission
FILES	3/10/2007	3/10/2009	Create new file server VM, migrate data and decommission
GEMSAPP	4/10/2006	4/10/2008	Remove ARCserve, Tape Drive and virtualize
GEMSBI			Correctly Decommission
MAIL1			Correctly Decommission
MAIL11	12/3/2009	12/4/2012	Virtualize
NET1	11/16/2006	11/16/2008	Virtualize
NET10	7/19/2009	7/20/2012	Virtualize
PV745			Correctly Decommission
PWS	11/3/2004	11/4/2006	Move roles to new hardware

PWS1			Correctly Decommission
REC1			Correctly Decommission
RECORDS	12/3/2009	12/4/2012	Virtualize
SPILLMAN	5/25/2012	5/25/2015	Virtualize and use hardware for backup server
SQL1			Virtualize
Timeclock	4/14/2007	4/14/2010	TBD
TOETS1	12/2/2008	12/3/2011	Virtualize
Toets2	12/2/2008	12/3/2011	Virtualize
Toets3	12/3/2010	12/3/2013	Virtualize
TOETS4	12/3/2010	12/3/2013	Virtualize and set up HW domain controller – migrate roles
Water	1/30/2009	1/31/2012	Virtualize
WEB			Correctly Decommission

Hardware Solution

- Install 2 Dell PowerEdge R620 servers in the data center in town hall and to install one Dell PowerEdge R620 (provided a server rack exists) in the community center. The PowerEdge R620 located in the community center will utilize local storage for VMWare.
- Utilize a Dell PowerVault MD3220i with 14 900GB disks for the shared storage infrastructure at town hall.
- All components will be built utilizing the latest firmware.

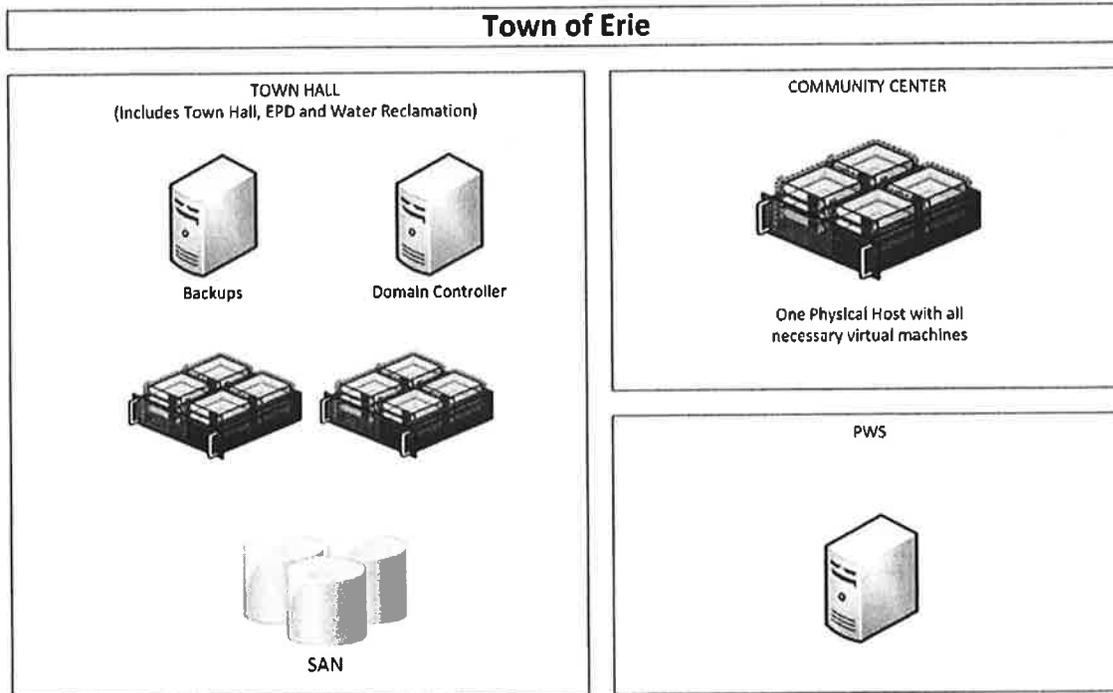
Software Solution

- VMware ESXi 5.1, also known as vSphere 5, will be utilized for the hosts at the town hall and community center locations.
- vCenter will be installed at the community center location for management of the ESXi 5.1 hosts.
- vSphere 5 Enterprise licensing will be purchased to enable advanced high availability options.
- All software components will be deployed with the latest software patches.
- Two VMWare ESXi hosts will be installed on hardware at the town hall location and another at the community center location. The hosts at town hall will be configured to be redundant and will utilize the PowerVault MD3220i for shared storage.

Recommended System and Server Placement

Virtual System Placement

The diagram below displays the recommended system placement for the new virtualization system. Note that the town hall and police department servers are physically in the town hall facility. Also note there is not a separate location for the water reclamation facility. This is because all of the network requests between town hall and water reclamation happen on the same logical network. While they may be two physical locations from a network perspective, they are treated as one location because they are physically connected with a high speed fiber optic cable.



Server Placement

The list below is the recommended placement of servers across the three recommended virtualization hosts as well as the remaining server that will be unchanged. The graph below should represent all of the physical servers at the end of consolidation.

New Machine #1- Town Hall			
	EPD	EPD2	EPDAPP2
	ERP	ERPAPP	ERPDB
	TOETS1	TOETS2	TOETS3
New Machine #2- Town Hall			
	FILES	GEMSAPP	MAIL11
	NET10	SPILLMAN	RECORDS
	SQL1	TIMECLOCK	TOETS4
	WATER		
New Machine #3 - ECC			
	ECC	ECCTS1	ECCTS2
Domain Controller			
Backup Server			

EXHIBIT "B"

(Payment Schedule and reimbursable expenses description and limit)

Below is the cost proposal for the total cost of installation, implementation, migration and training of the new virtualization environment. It includes an additional 8% for contingencies and is based on the assumptions stated below. The chart below does not include any future expansion. The estimated schedule below will be billed on a not to exceed Time and Materials basis. Critigen will notify Town of Erie when 80% of the consulting hours are used and will seek prior approval to go above the stated hours. Payment due upon project completion.

The cost proposal is based on the following assumptions:

- The environment has not materially changed since completion of the Virtualization Assessment was completed.
- Successful decommission and consolidation of designated servers as defined in the physical server inventory.
- Full VMWare redundancy is not needed at the community center location.
- Network infrastructure, which was out of scope as part of the Virtualization Assessment, is capable of supporting the new VMWare virtualization environment.
- Server migration and testing will need to be done off-hours.
- Full compliance with licensing is realized.
- Unitrends backup device configuration and integration with new environment is out-of-scope.

SERVICES	PRICE
Professional Services for Server Clean up, Installation, Implementation, Migration and Training- 180hrs (Quoted Off Peak, \$205/hr)(Peak Hourly rate, \$150/ hr)	\$ 36,900.00
Contingencies and overages 8% (Quoted Off Peak, \$205/hr)(Peak Hourly rate, \$150/ hr)	\$ 10,859.78
Sub Total	\$ 47,759.78

HARDWARE & SOFTWARE	PRICE
Hardware Purchase (Dell Servers & SAN) Hardware Purchase (Dell Servers & SAN) (Estimated. Final pricing based on Hardware final market cost and availability.)	\$ 62,444.79
Software (VMware vSphere 5 for 6 Processors w/ 3 years of support) Hardware Purchase (Dell Servers & SAN) (Estimated. Final pricing based on Software final market cost and availability.)	\$ 36,402.48
Sub Total	\$ 98,847.27
Total	\$146,607.05

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CRITIGEN STANDARD MANAGED SERVICES AGREEMENT

TERMS AND CONDITIONS

This contract ("AGREEMENT") is made and entered into by and between the Town of Erie, Colorado ("TOWN") having an office at 645 Holbrook Street, Erie, Colorado 80516 and Critigen LLC, a Delaware Company, hereinafter referred to as "Critigen," having an office at 7604 Technology Way, Suite 300, Denver CO 80237. WHEREAS, TOWN desires Critigen to perform services listed in any attached SERVICE AGREEMENT(s), or STATEMENT OF WORK if applicable. This document will serve as a Master Service Agreement (MSA) for future services added following the execution of this AGREEMENT. The parties therefore do hereby agree as follows.

1. Usage/Misuse

Critigen services may not be used in violation of any community standards, accepted Internet policy, laws or regulations of local, State or Federal governments or Agencies thereof, or international treaty. TOWN agrees to hold Critigen harmless and indemnify Critigen for any claims arising out of the misuse of services to the extent allowable under Colorado law. Illegal actions such as, but not limited to, misuse of copyrighted, patented or protected materials, use of the services for defamatory, threatening or obscene purposes, and the mass distribution of any message on an intrusive basis to users of the Internet, is prohibited. This prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of Critigen service, Critigen equipment or any of Critigen email or IP address(es). Any such violations may be grounds for termination of Critigen services.

2. TOWN Equipment and Network Security

Critigen will install service on Critigen approved equipment. Non-Critigen approved equipment will be handled on an individual case basis as specified by Critigen. Critigen provides no user access security with respect to any of TOWN facilities or facilities of others. TOWN shall be responsible for user access, security and network access. Critigen will assist in network security breach detection or identification, but shall not be liable for any inability, failure or mistake in doing so. TOWN agrees to hold Critigen harmless and indemnify Critigen for any claim arising out of any breach of user or network access security and/or the security of TOWN or third-party facilities.

3. Not a Secure Network

The Internet is not a secure network. Critigen does not assume responsibility for loss or theft of information transmitted over the Internet.

Unless specified, the TOWN is responsible for the cost of the telecommunications line(s) and routing hardware that connects a TOWN's office or user to the Critigen network. All such costs and associated terms and conditions required by the telecommunications carrier to perform such services are in addition to Critigen services and shall be directly between TOWN and telecommunications provider.

4. Network IP Address Numbers

All network IP Address numbers that may be required for the Service, shall be provided solely by Critigen. If TOWN leaves or terminates Critigen's services, all network IP address numbers shall be returned to Critigen for reallocation to other TOWNS and will not be available for continued use by TOWN

5. Domain Name

Critigen will route TOWN Domain name into its network. In the event TOWN elects to have Critigen register a Domain name on behalf of TOWN with the InterNIC, Critigen will do so with the understanding that Critigen is not responsible for the ownership, control and use of the Domain name. Besides any and all fees required by Critigen to perform such InterNIC registration services, TOWN will be responsible for any and all other fees due and payable to the InterNIC for such Domain name services.

6. Joint Software Ownership and Transferability

TOWN and Critigen shall both have rights to any software developed specifically for TOWN as specified in writing. TOWN may at its sole discretion take a copy of such software with the sole understanding that only software

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specifically developed for TOWN will be transferable. Any software upon which the TOWN software is built upon shall not be transferable.

7. Definition of Services

The systems used to deliver, view, access and utilize the services as described herein may change at any time, without notice, at the sole discretion of Critigen. In addition, Critigen retains the right to change the specific functions offered by a service or the service itself.

8. General

Critigen shall use reasonable efforts to maintain and upgrade the components of all offered services. The services include all of the software and licensing necessary for its functions. Unless otherwise identified, each service is offered on a per-user basis.

9. Network Infrastructure

All wiring and networking within the TOWN's facilities shall be the responsibility of the TOWN unless otherwise specified in this AGREEMENT.

10. TOWN Owned Equipment

Any equipment necessary for Critigen performance that is owned by the TOWN shall be the sole responsibility of the TOWN. Any damages or delay caused by the failure or malfunction of TOWN-owned equipment shall be the responsibility of the TOWN.

11. Critigen Provided Equipment

All guarantees and warranties for hardware and software products are those provided by the manufacturer. Critigen provides no additional guarantees or warranties beyond that offered by the manufacturer unless explicitly stated in writing. In no case shall Critigen be liable for consequential damages from hardware or software problems, failures or misuse.

12. TOWN Owned Software

Any software owned by the TOWN shall be the responsibility of the TOWN. The TOWN shall be responsible for any software licensing required by the software licensing agreement set by the software manufacturer.

13. Security

Through its services, Critigen provides both network and file level security to protect the TOWN's supported data. Critigen shall use reasonable efforts to provide the highest level of security by properly configuring and monitoring its systems. However, Critigen shall not be liable for damages, whether direct, indirect, incidental, consequential or otherwise due to unauthorized intrusion or work performed by third-parties that may influence the performance of services.

14. Help Desk

This service provides remote technical help desk supporting the services agreed to in the SERVICE AGREEMENT. Any TOWN-owned equipment that fails to operate outside of the scope of any item listed in the SERVICE AGREEMENT and reported scope is the responsibility of the TOWN to replace. The helpdesk is available 24x7x365 (303-799-HELP (4357)) or e-mail ticketing@critigen.com. Help Desk ticketing and tracking is included. Any support provided to services outside of the contracted scope of services may be subjected to Time and Materials charge(s).

15. Time and Materials:

Services outside of the scope of contracted services or system support (on site or remote) may require additional network service fees. These services will be charged at the following standard rates:

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\$95 - \$175 per hour	Software Development
\$115 per hour	Desktop Support (Off Peak \$157.50)
\$150 per hour	Server Support (Off Peak \$187.50)
\$175 per hour	Wide Area Network Support (Off Peak \$225)

IT Professional Services will be billed in one hour increments with a one hour minimum. On site technician calls are one hour minimum plus one way drive time and are billed based upon TOWN signed work orders.

16. Set Up Fees

Additional users and services will be assessed a one-time set up fee.

17. Volume Pricing

Critigen will recognize any volume discounts stated within the SERVICE AGREEMENT for the term of this AGREEMENT. Should the TOWN fall below the agreed volume minimum, list pricing will be applied to all services.

18. Order Disclaimers

Critigen will attempt to deliver service on or near the due date requested. As the order process involves many departments, people, and wiring facilities, there is potential that pre-existing conditions could delay due dates. Critigen is not liable for loss of business or any other costs or damages in the event of an order delay.

19. Service Level Agreement

Critigen shall use all commercially reasonable efforts to meet or exceed the services levels defined herein.

System Integrity and Access: Critigen will provide TOWN 24-hour service access to hosted applications and to services purchased by TOWN. Critigen will not perform routine maintenance that would interfere with access between the hours of 5:00am and 11:00pm MST on Business Days, unless mutually agreed upon.

Help Desk: Critigen customer service help desk will be available 24x7x365. Technicians will provide 24x7x365 maintenance, problem resolution and monitoring. Direct dial telephone numbers will be given to reach on-site technicians after 5:00 pm.

20. Support Levels

Tier 1 — Help Desk, Network Management Center (NMC).

Tier 2 — Server application support for SQL Server, Web Server and VPN Server services.

Tier 3 — Server OS and WAN/LAN support for Cisco equipment, VPN servers, Firewall servers, Intrusion detection servers Server equipment, and Data Center Infrastructure.

21. Severity Levels

Level 1 (High) — System not functioning, site access down or TOWN unable to work.

Level 2 (Medium) — Malfunctioning applications; determine criticality of needed applications, reload or re-baseline.

Level 3 (Low) — Reset passwords or setup new system user, printer driver support.

22. Response Times

Level 1 — 5 minutes (Hosted system not functioning Site access down)

Level 2 — 30 minutes (Malfunctioning application, Reload)

Level 3 — 45 minutes (Reset passwords, Setup new system user, Printer Driver Support)

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Once a resolution has been determined, the Critigen Support Center service specialists will answer and resolve 95% of calls offered within the following severity level times:

- Level 1 – 1-3 hours
- Level 2 – 4-6 hours
- Level 3 – 6-10 hours

All managed equipment failures requiring off-site repair/service will be delivered within:
Servers – 4-8 hours (same day as problem reported) as provided by service contracts with equipment suppliers.
Routers and Switches – 24 hours (next day) as provided by service contracts with equipment suppliers.
Resolution occurs when the reported issue is no longer an issue according to the TOWN representative or a "work around" has been supplied and approved by a TOWN representative.

23. Service Standards

23.1 Network: Critigen will provide 99.5% average per month uptime for the aggregate of all managed network devices.

23.2 Servers: Critigen will provide 99% average uptime per month for the aggregate of all servers hosted in the Data Center up through the local Operating System.

23.3 Maintenance Window Schedule: 1st and 3rd weekend of each month, times to be negotiated. Critigen reserves the right to schedule as needed maintenance with reasonable notice to the TOWN.

24. Discount

Critigen will provide compensation to the TOWN for network and server standards that are not met. Critigen will provide a 10% discount off the monthly fee for every percentage point missed up to 3%. TOWN also retains the right to terminate the AGREEMENT if any of the Service Standards are not met two months in a row.

25. Proprietary Information

Critigen and TOWN agree to use reasonable commercial care (the same being not less than that employed to protect their own proprietary information) to safeguard each other's proprietary information and to prevent the unauthorized use or disclosure thereof. Critigen considers its pricing and service descriptions to be proprietary and these shall not be disclosed to anyone by TOWN without the written consent of Critigen except to those employees of TOWN who need this information in connection with their job.

26. Ownership of Work Product and Inventions

26.1 All of the work product of Critigen in executing SERVICE AGREEMENT(S) pursuant to this AGREEMENT and performing the Services shall remain the exclusive property of Critigen. TOWN shall receive a royalty-free, non-transferable, non-exclusive license to use any data or software (the "Data") identified as a deliverable of this AGREEMENT in perpetuity for the limited purpose for which the Data were intended. TOWN shall receive a royalty-free, non-transferable, non-exclusive license to use any other Data provided by Critigen, but not identified as a deliverable, for the limited purpose for which the Data were intended, for the duration of the SERVICE AGREEMENT(S) under which the Data was created.

26.2 Without prior written Critigen consent, TOWN shall not allow individuals, other than employees of TOWN, to use Data provided under this AGREEMENT or SERVICE AGREEMENT(S) issued pursuant to this AGREEMENT.

26.3 Except to the extent reasonably necessary for archiving, back-up, and disaster-recovery purposes, TOWN shall not make copies of Data provided under this AGREEMENT or SERVICE AGREEMENT(S) issued pursuant to this AGREEMENT without Critigen's prior written consent.

26.4 TOWN shall not allow any Data to be used for purposes contrary to the law or the terms of this AGREEMENT.

26.5 TOWN shall not distribute, sell, or otherwise transfer Data provided under this AGREEMENT or SERVICE AGREEMENT(S) issued pursuant to this AGREEMENT.

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26.6 Except to the extent expressly permitted by law and with notice to Critigen, TOWN shall not reverse engineer any Data provided under this AGREEMENT or SERVICE AGREEMENT(S) issued pursuant to this AGREEMENT.

26.7 Any Data not covered by the perpetual license granted to deliverables under Article 26.1 of this AGREEMENT shall be returned to Critigen or destroyed upon the completion or expiration of the SERVICE AGREEMENT(S) under which the information was provided, at Critigen's direction.

26.8 Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the AGREEMENT, or SERVICE AGREEMENT(S) issued pursuant to this AGREEMENT, or the performance of the Services shall remain the exclusive property of Critigen.

26.9 Notwithstanding the above, Critigen acknowledges that when performing work in support of contracts with the United States Government, it may be required to provide the Government with certain patent rights and rights in technical data. If required, Critigen will agree to provide such rights directly to the Government without granting TOWN additional rights beyond those provided for under this AGREEMENT.

26.10 Critigen shall receive a royalty-free, non-exclusive, non-transferable license to use any Data supplied by TOWN and not covered by Article 26.1 for the purpose of performing SERVICE AGREEMENT(S) under this AGREEMENT. Nothing in this Article shall be construed to grant Critigen additional rights in such Data.

27. Public Release of this Agreement

Critigen shall have the right use TOWN's name and the general nature this Agreement (services provided) in any listing of Critigen's TOWN base for external communications and Business Development purposes. Critigen will not use TOWN's logo without prior written consent of TOWN.

28. Consideration and Payment

Critigen will deliver invoices on a bi-weekly basis in advance, due net 15, to the address listed below. One month service fee in advance plus the prorated portion of the first month's service will be assessed on the TOWN'S first month's invoice. TOWN will be invoiced as individual systems are activated. Setup fees or prepaid audit charges are due upon contract signing. Late payments will be assessed a late charge or the lesser of 1.75% per month or the maximum amount permitted by law. In addition, the TOWN will also be responsible to pay all reasonable collection costs incurred by Critigen to collect overdue invoices. Changes to Agreement

All changes to this AGREEMENT require the prior written approval of the TOWN and acceptance by Critigen. Critigen, at its sole discretion, may accept changes from only authorized representative(s) of the TOWN via oral, email or Critigen SERVICE AGREEMENT system requests. TOWN agrees to be responsible for charges incurred by Critigen as a result of these TOWN request(s). In the event that Critigen accepts oral changes, TOWN and Critigen agree to memorialize these changes with a signed written agreement or an acknowledgement email or fax between Critigen and an authorized representative of the TOWN within seven (7) days of TOWN's request. Any such Attachment(s) will be incorporated into this AGREEMENT.

29. Liability

29.1 TOWN WAIVES ALL CLAIMS AGAINST Critigen, INCLUDING THOSE FOR LATENT DEFECTS THAT ARE NOT BROUGHT WITHIN 2 YEARS OF SUBSTANTIAL COMPLETION OF ANY SERVICES OR FINAL PAYMENT TO Critigen, WHICHEVER IS EARLIER.

29.2 THIS ARTICLE TAKES PRECEDENCE OVER ANY CONFLICTING ARTICLE OF THIS AGREEMENT OR ANY DOCUMENT INCORPORATED INTO IT OR REFERENCED BY IT.

30. Indemnification

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq, C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers or its employees.

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31. Term

The term of this AGREEMENT (the "Term") shall commence on the first day that all or part of the Services are initially provisioned to the TOWN by Critigen (the Installation Date"), and shall continue for the period stated on the SERVICE AGREEMENT or STATEMENT OF WORK. The Term shall automatically renew for the term set forth herein at expiration of the initial Term unless written notice by either party to amend the AGREEMENT or cancel the AGREEMENT is received by the other party at least 30 days in advance of expiration date of contract. If TOWN terminates contract prior to expiration date, TOWN will owe the full value of the remaining contract value. Should Critigen permit month to month terms, service pricing is subject to an additional 20% monthly surcharge.

32. Right to Terminate

32.1 Except as follows, neither party may terminate this AGREEMENT until its expiration date. TOWN may terminate this AGREEMENT prior to the expiration date; however, if TOWN does so, TOWN is responsible for all payments described under this contract that have accrued prior to the termination of this AGREEMENT.

32.2 The termination fee recognizes that Critigen has invested substantial resources in order to provide services to the TOWN for the original term of the contract. If the TOWN chooses to terminate this AGREEMENT, Critigen will provide TOWN their data and messaging at a reasonable charge. In the case of Hourly Services rendered by Critigen, Critigen will be entitled to the reasonable value of its services performed up to the date of termination, which is presumed to be the hours worked at the rate specified, up to the last completed milestone.

32.3 Critigen is not responsible for failures of service by the local exchange, inter-exchange carrier, other third parties, or by strikes, labor disturbances, acts of God, or any event or force of nature that prevents commencement of service or continuation of service under this AGREEMENT. Critigen shall not be liable or responsible for failure of contracted services due to the modification or change of TOWN equipment, network systems or third-party supplied infra-structure/services. Modification of TOWN equipment, network systems or third-party supplied infrastructure/ circuits/services without the expressed permission of Critigen does not permit the termination of this AGREEMENT.

33. Termination for Cause

Either party may terminate this AGREEMENT (the "Terminating Party") immediately if the other party:

33.1 Becomes insolvent or bankrupt, admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or the other party applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or the other party institutes any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction, or any such proceeding is instituted against the other party and is not dismissed within sixty (60) days; or any judgment, writ, warrant or attachment or execution of similar process is issued or levied against a substantial part of the property of the other party and remains unsatisfied for sixty (60) days; or

33.2 Is in default, as described in Article 37 below.

33.3 Dissolves, liquidates or otherwise terminates its existence as an entity, or consolidates with or merges with or into any entity which is a direct competitor of the Terminating Party or sells, leases or otherwise disposes of all or substantially all of its assets to a direct competitor of the Terminating Party or incurs a substantial amount of indebtedness other than in the ordinary course of its business except for transactions which do not result in the acquisition of an company which is a direct competitor of the Terminating Party, in each case whether in a single transaction or in a series of related transactions the other party or the person or persons in control of the other party shall (or shall threaten to) sell, assign, part with or cease to carry on its business or that of its business relating to computing services;

33.4 TOWN may terminate this AGREEMENT if Critigen fails to achieve service levels as set forth in the compensation section under item number 24. Termination of this AGREEMENT for cause negates any charges related to future contractual obligations.

33.5 Agreement Subject to Annual Appropriation.

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A. The parties hereto understand and agree that the amounts listed on related Service Agreements have been budgeted for compensation for work done pursuant to this Managed Services Agreement for the current fiscal year ending December 31, 2013. This is a full and lawful appropriation as required by appropriate statute for this project. In the event that the Town fails to appropriate sufficient funds to cover any compensation which may become due for the fiscal year beginning January 1, 2014, then, and in that event, this Agreement shall immediately terminate as of December 31, 2013, without further action of any party. The Town shall provide notice to Critigen prior to December 31, 2013, as to whether an appropriation has been made for further work anticipated following December 31, 2013.

B. The amount of money appropriated by the Town is equal to or in excess of the Agreement amounts due herein for the current fiscal year.

C. The Town shall be prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Consulting Agreement, unless Consultant is given written assurance by the Town that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement.

34. Additional Services

If TOWN requests from Critigen work that is not covered in the contracted services described in the SERVICE AGREEMENT, TOWN will be billed at an hourly rate as specified in this AGREEMENT. Critigen reserves the right to change the rates by giving the TOWN a thirty (30) day written notice, except in the case of Critigen Prepaid Support in which the rate is guaranteed for the term.

35. Notices

Any notices to be given by one party to the other party shall be made in writing and sent to that party at the respective address via certified US Mail.

36. Events of Default: Remedies

36.1 Town in Default. If the TOWN fails to pay when due and fails to cure such breach within ten (10) days of receipt of notice of same, or in the event of any other breach of this AGREEMENT, any schedule hereunder, or any other agreement between the parties hereto, or if any credit or other information submitted to Critigen is false or misleading in any material respect, or in the event of any act of insolvency or bankruptcy by or against TOWN, Critigen may, at its option, exercise any one or more of the following remedies: (i) declare all sums immediately due and payable; (ii) enter upon the premises where any on-site hardware is located and take immediate possession of and remove the same; (iii) sell any or all of the hardware at public or private sale or otherwise dispose of, hold, use or lease to others said hardware; (iv) exercise any other right or remedy which may be available to Critigen under applicable law.

36.2 Critigen in Default. If the Critigen fails to perform as required herein and fails to cure such breach within ten (10) days of receipt of notice of same, or in the event of any other breach of this AGREEMENT, any schedule hereunder, or any other agreement between the parties hereto, or in the event of any act of insolvency or bankruptcy by or against Critigen, TOWN may, at its option, exercise any one or more of the following remedies: (i) immediately terminate this AGREEMENT without penalty or payment; (ii) exercise any other right or remedy which may be available to TOWN under applicable law..

37. Recruiting

If the TOWN actively recruits and hires any of Critigen's employees, the TOWN agrees to pay Critigen a hire-away fee of 90% (ninety percent) of the first year total compensation package offered by TOWN to the employee. Payment to Critigen will be made on date of hire. If a Critigen employee voluntarily resigns from Critigen and begins working for TOWN within 180 (one hundred and eighty) days of the resignation, TOWN agrees to pay Critigen a fee of 90% (ninety percent) of the first year total compensation package offered by TOWN to the employee. This Recruiting definition also applies in reverse for the TOWN.

38. Supremacy of this Agreement

The provisions, terms and conditions of this AGREEMENT, together with any attachments and flowdown terms, represent the entire agreement of the parties with regard to the subject matter of this AGREEMENT and supersede Standard Managed Services Agreement

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any prior agreement not incorporated herein. In the event that any inconsistencies exist between this AGREEMENT and any prior agreements, the terms of this AGREEMENT shall prevail.

39. Relationship of the Parties

TOWN and Critigen shall act as independent contractors and neither shall act as employees, agents, or partners of the other for any purpose whatsoever, and the employees of one shall not be deemed the employees of the other. Nothing in this Agreement shall grant either Critigen or TOWN any right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

40. Timely Review

TOWN will examine Critigen's studies, reports, proposals, and other related documents and render decisions required by Critigen in a timely manner.

41. Prompt Notice

TOWN will give written notice to Critigen whenever TOWN observes or becomes aware of any development that affects the scope or timing of Critigen's SERVICE AGREEMENT, or any defect in the services of Critigen.

42. Litigation Assistance

The SERVICE AGREEMENT does not include costs of Critigen for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by TOWN. All such services required or requested of Critigen by TOWN, except for suits or claims between the parties to this AGREEMENT, will be compensated as may be mutually agreed by the parties.

43. Taxes

The services being provided under this AGREEMENT are currently not being taxed by Federal, State or local authorities. If these services become subject to taxation, the TOWN agrees that it will pay any taxes required to be collected by Critigen from its TOWN(s).

44. Governing Law and Consent to Jurisdiction.

This AGREEMENT shall be construed in accordance with and governed by the laws of the State of Colorado, without regard to conflict of laws principles. Accordingly, with respect to any court action, the parties (a) submit to the personal jurisdiction of Colorado; (b) consent to service of process; and (c) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

45. Assignment

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors. TOWN may not assign this AGREEMENT without prior written consent from Critigen, and such consent shall not be reasonably withheld.

46. Survival

Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

47. TOWN's Insurance

TOWN will maintain comprehensive general liability and property insurance on all pre-existing physical facilities associated in any way with the Performance of this AGREEMENT.

48. Critigen's Insurance

In the event that performance of a SERVICE AGREEMENT under this AGREEMENT requires Critigen to enter onto the premises of TOWN, Critigen agrees to procure and maintain for the duration of performance of the SERVICE AGREEMENT, workers compensation, comprehensive general liability, bodily injury, and property insurance. Critigen shall procure and maintain, and shall cause any subcontractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town.

A. Workmen's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Critigen or a subcontractor engaged in the performance of work under this Agreement.

B. General liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. The policy shall be applicable to all

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premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance within single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Critigen's owned, hired or non-owned vehicles assigned to or used in the performance of this Agreement. The policy shall contain a severability of interests provision.

D. Professional Liability Insurance within minimum single limits of not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate.

8.2 The policies required by subparagraphs B and C, above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Critigen. Critigen shall be solely responsible for any deductible losses under any policy require above.

8.3 A certificate of insurance shall be completed by Critigen's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Town. Critigen shall notify the Town within ten (10) days if the coverages afforded under the policies are materially changed. The completed Certificate of Insurance shall be sent to: Town Clerk, Town of Erie, PO Box 750, Erie, CO 80516

49. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

50. General Terms

50.1 The waiver or failure by either party to exercise in any respect any right provided for in this AGREEMENT shall not be deemed a waiver of any further right under this AGREEMENT.

50.2 TOWN shall be responsible for providing Critigen any and all facility access necessary to provide services under this AGREEMENT.

50.3 If any provision of this AGREEMENT is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this AGREEMENT will remain in full force and effect.

50.4 Neither party shall have the right to use the other's name, trademark or trade name without the prior consent of the other party for any uses not contemplated by this AGREEMENT.

50.5 In the event of a dispute arising under this AGREEMENT, the prevailing party is entitled to recover its expenses including reasonable costs and attorney fees.

50.6 This AGREEMENT may be modified only in writing signed by both parties. Any attachments or exhibits incorporated into this AGREEMENT shall be binding on both parties.

50.7 Critigen shall have the right to publish basic information relating to this AGREEMENT, including TOWN's identity and the nature of the services provided, in promotional material.

51.8 Critigen reserves the right to use staff augmentation agencies Subcontractors as may be needed to help with staffing needs, at their sole discretion. Signature of this Contract constitutes TOWN's approval of these Subcontractors as may be required elsewhere. Any Staff Augmentation Subcontractor will be billed at the Critigen rate found herein.

51. Documents associated with this AGREEMENT

51.1 AGREEMENT

52.2 SERVICE AGREEMENT

CRITIGEN

52.3 STATEMENT OF WORK (SERVES AS A PROPOSAL IF NECESSARY)

52. Order of Precedence

Any inconsistency in this AGREEMENT or any documents associated with this Agreement shall be resolved by giving precedence in the following order:

52.1 Terms of this AGREEMENT

52.2 Terms of a SERVICE AGREEMENT (excluding terms incorporated by this AGREEMENT)

52.3 Terms of a Statement of Work (if any) associated with a SERVICE AGREEMENT

52.4 Other Terms incorporated specifically into a SERVICE AGREEMENT

55. Prohibition Against Employment of Illegal Aliens.

a. By its signature on this Agreement, Critigen certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, Critigen will participate in the E-Verify Program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, administered by the United States Department of Homeland Security and the Social Security Administration.

b. Critigen agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to Critigen that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

c. Critigen has verified through participation in the E-Verify Program that Critigen does not employ any illegal aliens.

d. Critigen shall not use the E-Verify Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.

e. If Critigen obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Critigen shall: (1) notify the subcontractor and the Town within three days that Critigen has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that Critigen shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

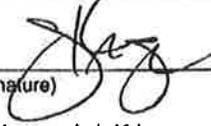
f. Critigen shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).

g. If Critigen violates a provision of this Illegal Alien section, the Town may terminate this Agreement for breach of contract. If the Agreement is so terminated, Critigen shall be liable for actual and consequential damages to the Town. Critigen understands that, in the event of such a termination, Town is required to notify the office of the Colorado Secretary of State.

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IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this AGREEMENT on the date of the last signature below:

TOWN OF ERIE, COLORADO:

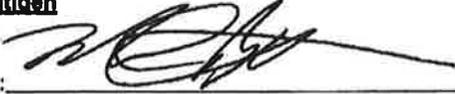
By: 
(Signature)

Printed Name: A.J. Krieger

Title: Town Administrator

Date: 1/16/13

Critigen

By: 
(Signature)

Printed Name: Michael B. Bank

Title: VP Sales

Date: 1.10.13

DN:32168564.3

**TOWN OF ERIE
BOARD OF TRUSTEES AGENDA ITEM**

Meeting Date: January 14, 2014

SUBJECT:

RESOLUTIONS

Resolution 14-16; A Resolution of the Town of Erie, Colorado Approving an Intergovernmental Agreement by and Between the County of Weld and the Town of Erie for Payment of Bonus Amounts for Certain Reported Oil and Gas Employees Residing Within Municipal Boundaries; and Setting Forth Details in Relation Thereto.

DEPARTMENT:

Administration

PRESENTER:

A.J. Krieger, Town Administrator

**FISCAL
INFORMATION:**

Cost as Recommended:

Balance Available:

Budget Line Item Number:

New Appropriation

Yes

No

Required:

STAFF

None

RECOMMENDATION:

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On February 8, 2011, the Town of Erie, Board of Trustees approved Resolution 11-24 approving an agreement with Weld County for payment of bonus amounts for certain reported oil and gas employees for the calendar year 2011. On January 10, 2012 the Town of Erie Board of Trustees approved Resolution 12-04 for the 2012 calendar year and on November 27, 2012 Resolution 12-106 approved the IGA for the 2013 year. Resolution 14-18 would approve continuing the IGA through 2014.

The Colorado Department of Local Affairs (DOLA) distributes revenue from energy and mineral extraction statewide. The revenues come from State Severance Tax receipts and Federal Mineral Lease non-bonus payments.

Weld County has entered into an agreement with a consultant to ensure that the maximum number of oil and gas employees residing within Weld County is reported to the State of Colorado. Per the terms of the 2014 IGA the Town would pay the County a "bonus amount" of 5% of the severance tax payment per employee (maximum \$50), and 5% of the federal mineral lease distribution per employee (Maximum \$50). In 2014 the Town would receive the full allocation or the first 10 employees and pay the "bonus amount" on any employees above the base average of 10. In addition the Town would pay a proportionate share of \$10,000 (based on the number of reported employees) of the cost to the County for work done by their consultant.

The amount received per oil and gas employee in 2013 was \$615.14 and the base number of employees for the Town in 2013 was 17. After payment the 2013 IGA resulted in a net gain to the Town of \$10,242.21.

Staff Review:

____ Town Attorney
____ Town Clerk
____ Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS: Resolution 14-16

2014 Intergovernmental Agreement

RESOLUTION NO. 14-16

A RESOLUTION OF THE TOWN OF ERIE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY OF WELD AND THE TOWN OF ERIE FOR PAYMENT OF BONUS AMOUNTS FOR CERTAIN REPORTED OIL AND GAS EMPLOYEES RESIDING WITHIN MUNICIPAL BOUNDARIES; AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the Colorado Department of Local Affairs (DOLA) distributes revenue derived from energy and miner extraction statewide, with revenues coming from State Severance Tax receipts and Federal Mineral Lease non-bonus payments; and

WHEREAS, the Weld County Commissioners have entered into an agreement to assist that the maximum number of oil and gas employees residing within unincorporated Weld County and the various municipalities within Weld County are reported to the State of Colorado; and

WHEREAS, the Town of Erie will benefit financially from the County's agreement, the Town of Erie agrees to share in the cost of this agreement; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the Intergovernmental Agreement for Payment of Bonus Amounts For Certain Reported Oil & Gas Employees Residing Within Municipal Boundaries between the County of Weld and the Town of Erie a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the Intergovernmental Agreement for Payment of Bonus Amounts For Certain Reported Oil & Gas Employees Residing Within Municipal Boundaries, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Erie to said Agreement.

Section 3. That entering into the Intergovernmental Agreement for Payment of Bonus Amounts For Certain Reported Oil & Gas Employees Residing Within Municipal Boundaries is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

**ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY, 2014, BY THE
BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

**INTERGOVERNMENTAL AGREEMENT FOR PAYMENT OF BONUS AMOUNTS
FOR CERTAIN REPORTED OIL AND GAS EMPLOYEES RESIDING
WITHIN MUNICIPAL BOUNDARIES**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective as of the date set forth below, between the COUNTY OF WELD, a political subdivision of the State of Colorado, whose address is P. O. Box 758, 1150 O Street, Greeley, CO 80632, hereinafter referred to as "Weld County," and the TOWN OF ERIE, a municipal corporation of the State of Colorado, with address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, hereinafter referred to as "Municipality."

WITNESSETH:

WHEREAS, the Colorado Department of Local Affairs ("DOLA") distributes revenue derived from energy and mineral extraction statewide, with revenues coming from State Severance Tax receipts and Federal Mineral Lease non-bonus payments, and

WHEREAS, on December 18, 2013, the Board of County Commissioners entered into an agreement with William Jerke to assist in ensuring that the maximum number of oil and gas employees residing within unincorporated Weld County and the various municipalities within Weld County are reported to the State of Colorado, and

WHEREAS, generally, the terms of the agreement with Mr. Jerke call for the payment of a base amount of \$20,000 plus for all reported oil and gas employees residing within Weld County over 4,353 (residing in unincorporated Weld County), a bonus amount of 5% of the State of Colorado Severance Tax Direct Distribution payment per employee (maximum \$50), and 5% of the Federal Mineral Lease Distribution per employee (maximum \$50), paid to Mr. Jerke upon the receipt of said State and Federal sums by the County (said distributions being collectively referred to herein as "Distributions"), and

WHEREAS, Municipality recognizes that it will benefit financially from the payment of the \$20,000 by County, because the work performed by Mr. Jerke will most likely result in increased Distributions to it by DOLA, and

WHEREAS, Municipality offers, through this IGA, to share in the cost of the agreement with Mr. Jerke by paying a prorate share of the additional base of \$10,000 (the increase of the base from \$10,000 to \$20,000) dependent upon the municipalities percentage of the 4,353 employees counted in 2013 (as shown on the attached Exhibit "A"), plus the bonus amount for all reported oil and gas employees residing within their municipality in 2014 over the number of employees reported for their municipality for 2013, and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities.

WITNESSETH:

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

1. PAYMENT BY MUNICIPALITY OF BONUS AMOUNTS FOR CERTAIN REPORTED OIL AND GAS EMPLOYEES RESIDING WITHIN MUNICIPALITY'S BOUNDARIES: Municipality agrees to pay to County a prorate share of the additional base of \$10,000 (the increase of the base from \$10,000 to \$20,000) dependent upon the municipalities percentage of the 4,353 employees counted in 2013 (as shown on the attached Exhibit "A"), plus the bonus amount for all reported oil and gas employees residing within their municipality in 2014 over the number of employees reported for their municipality for 2013. The term "bonus amount" shall be the amount of 5% of the State of Colorado severance tax direct distribution payment per employee (maximum \$50), and 5% of the federal mineral lease distribution per employee (maximum \$50). Payment shall be made by Municipality to County at the end of the quarter when the Distributions are received.
2. TERM: The term of this IGA shall be from January 1, 2014, to and until December 31, 2014.
3. ENTIRE AGREEMENT: This writing constitutes the entire IGA between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
4. NO WAIVER OF IMMUNITY: No portion of this IGA shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this IGA be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this IGA.
5. NO THIRD PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this IGA shall give or allow any claim or right of action whatsoever by any other person not included in this IGA. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this IGA shall be an incidental beneficiary only.

Signed by the parties this ___ day of _____, 2014.

ATTEST:
Weld County Clerk to the Board

COUNTY OF WELD, a political
subdivision of the
State of Colorado

By: _____
Deputy Clerk to the Board

By: _____
Douglas Rademacher, Chairman
Board of County Commissioners of the
County of Weld

ATTEST:

TOWN OF ERIE, a municipal
corporation of the State of Colorado

By: _____
Nancy Parker, Town Clerk

By: _____
Joe Wilson, Mayor

EXHIBIT "A"**JERKE 2014 CONTRACT BASE ALLOCATION TO MUNICIPALITIES****COLORADO EMPLOYEE RESIDENCY REPORT- NUMBER OF EMPLOYEES**

<u>MUNICIPALITY</u>	<u>2013</u>	<u>Percent</u>	<u>Base</u> <u>10,000</u>	<u>Prorata Share of</u> <u>10,000</u>	<u>Total Share of</u> <u>\$20,000 Base</u>
AULT	26	0.005973	\$ -	\$ 59.73	\$ 59.73
DACONO	42	0.009649	\$ -	\$ 96.49	\$ 96.49
EATON	87	0.019986	\$ -	\$ 199.86	\$ 199.86
ERIE	17	0.003905	\$ -	\$ 39.05	\$ 39.05
EVANS	577	0.132552	\$ -	\$ 1,325.52	\$ 1,325.52
FIRESTONE	57	0.013094	\$ -	\$ 130.94	\$ 130.94
FORT LUPTON	261	0.059959	\$ -	\$ 599.59	\$ 599.59
FREDERICK	63	0.014473	\$ -	\$ 144.73	\$ 144.73
GARDEN CITY	4	0.000919	\$ -	\$ 9.19	\$ 9.19
GILCREST	46	0.010567	\$ -	\$ 105.67	\$ 105.67
GREELEY	1569	0.360441	\$ -	\$ 3,604.41	\$ 3,604.41
GROVER	13	0.002986	\$ -	\$ 29.86	\$ 29.86
HUDSON	29	0.006662	\$ -	\$ 66.62	\$ 66.62
JOHNSTOWN	159	0.036527	\$ -	\$ 365.27	\$ 365.27
KEENSEBURG	23	0.005284	\$ -	\$ 52.84	\$ 52.84
KERSEY	65	0.014932	\$ -	\$ 149.32	\$ 149.32
LA SALLE	92	0.021135	\$ -	\$ 211.35	\$ 211.35
LOCHBUIE	75	0.017229	\$ -	\$ 172.29	\$ 172.29
MEAD	27	0.006203	\$ -	\$ 62.03	\$ 62.03
MILLIKEN	101	0.023202	\$ -	\$ 232.02	\$ 232.02
NUNN	6	0.001378	\$ -	\$ 13.78	\$ 13.78
PIERCE	17	0.003905	\$ -	\$ 39.05	\$ 39.05
PLATTEVILLE	89	0.020446	\$ -	\$ 204.46	\$ 204.46
RAYMER	0	0	\$ -	\$ -	\$ -
SEVERANCE	36	0.00827	\$ -	\$ 82.70	\$ 82.70
WINDSOR	131	0.030094	\$ -	\$ 300.94	\$ 300.94
BRIGHTON	0	0	\$ -	\$ -	\$ -
NORTHGLEN	0	0	\$ -	\$ -	\$ -
LONGMONT	0	0	\$ -	\$ -	\$ -
BERTHOUD	0	0	\$ -	\$ -	\$ -
UNINCORPORATED WELD COUNTY	<u>741</u>	<u>0.170227</u>	<u>\$ 10,000.00</u>	<u>\$ 1,702.27</u>	<u>\$ 11,702.27</u>
TOTAL	4353	1	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00

**TOWN OF ERIE
BOARD OF TRUSTEES AGENDA ITEM**

Board Meeting Date: January 14, 2014

SUBJECT: CONSENT AGENDA - RESOLUTION

Resolution 14-17; A Resolution Of The Board Of Trustees Of The Town Of Erie, Colorado Authorizing Payment To Pinnacol Assurance For Providing Workers' Compensation Insurance To The Town For 2014 In The Amount Of \$141,801.00 Setting Forth Details In Relation Thereto.

DEPARTMENT: Administration-Town Clerk

PRESENTER: Nancy Parker

FISCAL	Cost as	
	Recommended:	\$141,801.00
INFORMATION:	Balance Available:	\$150,000.00
	Budget Line Item	
	Number:	001 04 110 510330 000000
	New Appropriation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Required:	

STAFF

RECOMMENDATION: Approval of Resolution 14-17

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie had engaged with IMA of Colorado to obtain proposals for workers compensation insurance. Staff reviewed the proposals from IMA and determined that the Town is best represented by renewing this coverage with Pinnacol Assurance for Workers' Compensation

The 2014 Operating Budget includes funds to pay for this premium and additional funds to cover deductible expenses during the policy year.

Staff Review:

_____ **Town Attorney**
_____ **Town Clerk**
_____ **Community Development Director**
_____ **Finance Director**
_____ **Police Chief**
_____ **Public Works Director**
_____ **Assistant to the Town Administrator**

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS: Resolution 14-17

RESOLUTION NO. 14-17

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO AUTHORIZING PAYMENT TO PINNACOL ASSURANCE FOR PROVIDING WORKERS' COMPENSATION INSURANCE TO THE TOWN FOR 2014 IN THE AMOUNT OF \$141,801.00; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie has engaged Pinnacol Assurance through IMA of Colorado to provide workers' compensation insurance for 2014; and

WHEREAS, payment to Pinnacol Assurance to provide said service is due and payable; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to make said payment to Pinnacol Assurance to provide liability, property and workers' compensation insurance for 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO:

Section 1. That the fees for providing workers' compensation insurance for 2014 are found to reasonable and acceptable.

Section 2. That the Town of Erie be and is hereby authorized and directed to make payment to Pinnacol Assurance in the amount of \$141,801.00 for workers' compensation insurance for the 2014 insurance coverage.

Section 3. That authorizing payment for workers' compensation insurance for the Town of Erie is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14th DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

**TOWN OF ERIE
a Colorado municipal corporation**

Joseph A. Wilson, Mayor

ATTEST:

Nancy J. Parker, C.M.C., Town Clerk

PINNACOL

ASSURANCE

Policy Number 4128445
Invoice Date 12/04/2013
Invoice Number 16910116

Town of Erie
645 Holbrook St
Erie, CO 80516

CONTACT INFORMATION

Your agent is:
IMA, Inc
303-534-4567

Visit www.pinnacol.com

To call Pinnacol directly:
800-873-7242

BILLING SUMMARY

Previous Balance	\$2,521.06
Current Activity see back for details	\$15,753.00

Total Due By 12/24/2013 \$18,274.06

Thank you for being a Pinnacol Assurance customer since 2009.

PINNACOL ASSURANCE NEWS

Now online! The 2012 Pinnacol Assurance Annual Report – “Making Colorado a safer and healthier place to work.” To view the report, visit Pinnacol.com.



PINNACOL

ASSURANCE

Colorado's choice for workers' compensation

Policy Number	4128445
Invoice Number	16910116
Total Due By 12/24/2013	\$18,274.06

Pinnacol Assurance
PO Box 561434
Denver, CO 80256-1434

Go paperless. Access your invoice online 24/7 from the Quick Links section on Pinnacol.com.

412844500006 169101169 201312048 000000 0000157530007

POLICY INFORMATION

Renewal

Your renewal policy premium for Colorado 01/01/2014 to 01/01/2015 is estimated at \$141,801. Premiums are subject to change. Your policy's deductible is \$2,500.

Colorado Billing Schedule

This is your 1st of 9 installment(s). Your next invoice is scheduled to bill on 01/26/2014 for the estimated amount of \$15,756.

BILLING SUMMARY DETAILS

Previous Balance	\$2,521.06
Current Activity	
Renewal Installment	\$15,753.00
Current Activity Total	\$15,753.00
Total Due By 12/24/2013	\$18,274.06



PINNACOL
ASSURANCE

Moved? Please indicate the type of change when providing the new information below.

Physical Address Mailing Address Both

Address _____

City _____ State _____ Zip _____

Business Phone _____ Ext. _____

Email _____

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: RESOLUTIONS: CONSENT

CONSIDERATION OF RESOLUTION 14-18: A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Accepting Dedications As Shown In The Flatiron Meadows Filing No. 4 Final Plat; Authorizing The Appropriate Town Official To Sign The Flatiron Meadows Filing No. 4 Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To Acceptance Of The Development Agreement; And, Setting Forth Details In Relation Thereto.

CODE REVIEW: Erie Municipal Code, Title 10

PURPOSE: Board of Trustees acceptance of dedications and the Flatiron Meadows Filing No. 4 Development Agreement for the Flatiron Meadows Filing No. 4, Final Plat.

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Community Development Director

FISCAL	Cost as Recommended:	na
INFORMATION:	Balance Available:	na
	Budget Line Item	000 . 00 . 000 . 000000 . 000000
	Number:	
	New Appropriation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Required:	

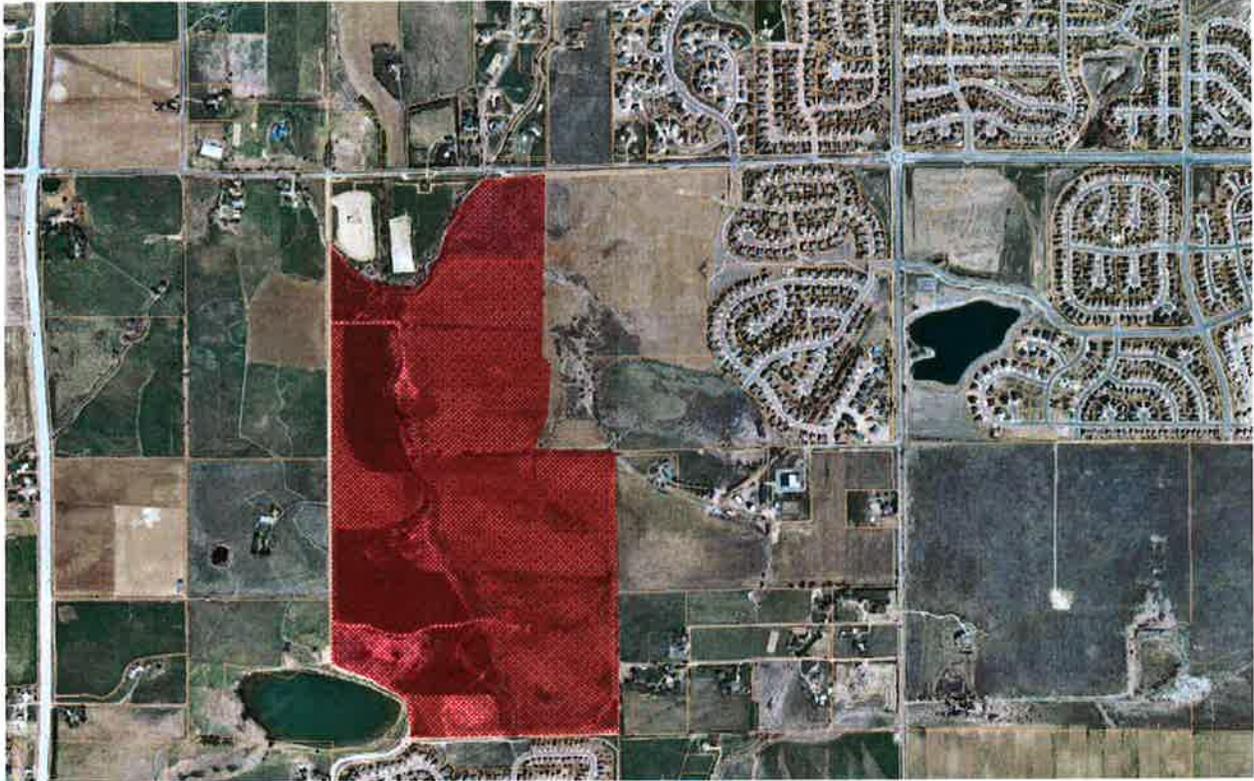
STAFF RECOMMENDATION: Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement by approving Resolution 14-18.

PLANNING COMMISSION RECOMMENDATION: n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owner: Bayou Development Corp.
812 Gravier Street, Suite 360
New Orleans, LA 70112

Location: Flatiron Meadows Filing No. 4, south of Erie Parkway and west of Meadow View Parkway, highlighted below in red.



Summary:

The Resolution, provided for consideration by the Board of Trustees, accepts dedications and authorizes the appropriate town official to sign the Flatiron Meadows Filing No. 4 Development Agreement which outlines obligations of the Town and the Owners for Flatiron Meadows Filing No. 4, Final Plat.

Project Description:

The Flatiron Meadows Filing No. 4 Final Plat creates 72 single family lots, associated right-of-ways and 3 landscape/open space tracts on 238 acres. The majority of this filing is for future development as reflected on the final plat exhibits.

Project Process:

The Community Development Director and Public Works Director have conditionally approved the Flatiron Meadows Filing No. 4 Final Plat, contingent upon the acceptance of the dedications and development agreement by the Board of Trustees and the filing of appropriate documents with Town staff.

Public Notice:

Public Notice is not required.

Staff Recommendation:

Staff recommends the Board of Trustees authorize the Mayor to accept the dedications and authorize signature of the Development Agreement by approving Resolution 14-18.

Staff Review:

____ Town Attorney
____ Town Clerk
PWT Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-18
- b. Flatiron Meadows Filing No. 4 Final Plat
- c. Flatiron Meadows Filing No. 4 Development Agreement

ATTACHMENT A

RESOLUTION NO. 14-18

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO ACCEPTING DEDICATIONS AS SHOWN IN THE FLATIRON MEADOWS FILING NO. 4 FINAL PLAT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE FLATIRON MEADOWS FILING NO. 4 DEVELOPMENT AGREEMENT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO ACCEPTANCE OF THE DEDICATIONS AND DEVELOPMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, considered the acceptance of dedications and the development agreement on December 10, 2013, on the application of Bayou Development Corp., 812 Gravier Street, Suite 360, New Orleans, LA 70112, for the Flatiron Meadows Filing No. 4 Final Plat, Town of Erie, County of Boulder, State of Colorado; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to accept the dedications from Bayou Development Corp.; and,

WHEREAS, Bayou Development Corp. has submitted a land appraisal to determine the value of the fee-in-lieu payment to satisfy the Town of Erie community park dedication requirement; and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town and its citizens to accept the Flatiron Meadows Filing No. 4 Development Agreement and to accept financial guarantees for improvements to be constructed by the Owner.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby accepts the dedications as set forth in the Flatiron Meadows Filing No. 4 Final Plat.

Section 2. The Board of Trustees of the Town of Erie hereby accepts the land appraisal in accordance with the Town of Erie Municipal Code.

Section 3. The Board of Trustees of the Town of Erie hereby approves the Flatiron Meadows Filing No. 4 Development Agreement for the Flatiron Meadows Filing No. 4 Final Plat, and authorizes the appropriate Town Official to sign and bind the Town to the Development Agreement.

INTRODUCED, READ, SIGNED AND APPROVED this 14th day of January 2014.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

ATTACHMENT B

ATTACHMENT C

**FLATIRON MEADOWS FILING NO. 4
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20__, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, PO Box 750, Erie, Colorado, 80516, hereinafter referred to as “Erie” or “Town,” and **BAYOU DEVELOPMENT CORP., a Colorado corporation**, 812 Gravier Street, Suite 360, New Orleans, LA 70112, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for Flatiron Meadows Filing No. 4 (the “Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Erie; and

WHEREAS, Erie and Owner previously entered into the Flatiron Meadows First Amended and Restated Master Development Agreement, dated March 28, 2012, and recorded in the real property records of the Boulder County Clerk and Recorder at Reception No. 03212843 (hereinafter referred to as the “First Amended and Restated Master Development Agreement”); and

WHEREAS, the regulations of Erie require that the Owner enter into an Agreement with Erie relative to improvements related to the Development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, “Town Administrative Official” shall be defined as the Town Administrator or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Erie and acceptances required of Erie in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Special Warranty Deed in form and substance acceptable to Erie. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but

subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Erie, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Erie, and in full conformity with Erie's "Standards and Specifications for Design and Construction of Public Improvements," (the "Standards") ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the Standards and criteria for public improvements as established and accepted by Erie. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Erie.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Erie shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the Standards and criteria for public improvements as established by Erie, and Erie shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Erie prior to construction. All acceptances required hereunder from Erie shall be made by the Town Administrative Official.

D. Public Improvement Permits ("PIP")

Before the construction or installation of any improvements, Owner shall obtain a PIP from Erie as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Erie. If found to be complete and in accordance with Erie's Standards and other pertinent requirements, Erie will issue Owner the PIP.

Owner shall reimburse Erie for any additional expenses incurred by Erie for the review of plans or inspection of construction work by consultants engaged by Erie for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Erie's Standards. In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by Erie. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner's expense so as to conform to the accepted plans and specifications.

All work shown on the accepted public improvement plans requires inspection by the Public Works Department, Engineering Division. Except Town of Erie holidays, inspection services are provided Monday through Friday, from 7:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. Owner shall reimburse the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common facilities shall have inspections performed by a professional consulting service acceptable to Erie. At all times Erie shall have access to inspect the materials and workmanship of the common facilities if deemed necessary by Erie. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Erie's Standards.

F. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Erie, all necessary land, rights-of-way and easements required by Erie for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Erie. All title documents shall be recorded by Erie at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Erie.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment (“CDPHE”) “General Permit for Stormwater Discharges Associated with Construction Activity”, required during construction.
3. Town of Erie “Grading and Stormwater Quality Permit” per Erie Standards.
4. Air Quality Permit.

G. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Erie and in accordance with the PIP.

H. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Erie. To minimize construction damage, detached sidewalk construction may be delayed until Certificates of Occupancy are issued for 80% of the properties facing a specific street on which sidewalks are to be constructed. Erie may require earlier construction if it determines that such sidewalks are needed for the safe passage of residents.

I. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owner’s expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

J. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Erie. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, Xcel Energy to install all required street lighting pursuant to Xcel Energy plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Erie.

K. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner

in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Erie approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.

2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Erie.
4. Owner shall be responsible for obtaining a Town of Erie “Grading and Stormwater Quality Permit” per Erie’s Standards.

N. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Erie complete final landscape and irrigation plans for each phase and obtain acceptance by Erie prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Erie. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and common facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

O. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All utilities shall be placed underground as required by the Erie Municipal Code (“Code”).

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after improvements are substantially complete, Owner shall request of the Town Administrative Official an inspection by Erie. If Owner does not request this inspection within ten (10) days of completion of improvements, Erie may conduct the inspection without the approval of Owner. Owner shall provide Erie with complete “as-built” drawings in a form as defined in the Town of Erie Construction Standards. If Owner has not completed appropriate residential phase or commercial phase improvements as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If improvements completed by Owner are satisfactory, the Town Administrative Official shall grant “construction acceptance”, which shall be subject to “final acceptance” as set forth herein. If improvements are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive “construction

acceptance". Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if construction acceptance can be granted, and Erie shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections. No "Certificate of Occupancy" will be issued by Erie prior to Construction Acceptance.

Additionally, for Common Facilities, the Owner shall include the Business Association, maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the common facility for maintenance from this final owner.

B. Maintenance of Improvements

1. **Warranty**

Owner shall provide Erie with a minimum two (2) year warranty, from the date of construction acceptance, on all Public Improvements and shall provide the two (2) year warranty to the final owner for the Common Facilities.

2. **Maintenance of Improvements**

For a two (2) year period from the date of "construction acceptance" of any public improvements related to the Development, Owner shall, at its own expense, take all actions necessary to maintain said public improvements and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary, except that Erie shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Erie requesting such repairs or replacements, Owner has not completed such repairs, Erie may exercise its rights to secure performance as provided in Section X.C of this Agreement.

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of "construction acceptance", or as soon thereafter as weather permits, Owner shall request a "final acceptance" inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the public improvements and shall notify Owner in writing of all deficiencies and necessary repairs, if any. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of "final acceptance", as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Erie may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the

public improvements, Erie may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have public improvements finally accepted within two (2) years of the date of the issuance of construction acceptance or any public improvements are found not to conform to this Agreement, and applicable Town Standards, then the Owner shall be in default of the Agreement and Erie may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Erie

In the event it becomes necessary for Erie to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Erie may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Erie within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Erie, then Owner shall be in default of this Agreement and Erie may exercise its rights under Section VIII.B of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those public improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to Town Administrative Official an Improvement Guarantee for all public improvements for the Final Plat. Said guarantee may be in cash or a letter of credit in form and substance as set forth in the First Amended and Restated Master Development Agreement, or as otherwise acceptable to Erie.

1. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all public improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:
 - a) Prior to recordation of this Agreement, Owner shall deliver to the

Town the Improvement Guarantee as required herein as follows:
115% of the amount(s) shown on "Exhibit B."

- b) Upon "substantial completion construction acceptance" of the public improvements in each phase through "final acceptance": 25% of the amount(s) shown on "Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."
 - c) Upon "substantial completion construction acceptance" of common facilities: 0%.
 - d) After Final Acceptance of Public Facilities: 0%.
3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Erie receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Erie, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Erie may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section VIII.B of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Erie to be greater than the amount of the security guarantee provided by the Owner to the Town, then Erie shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Erie with a

substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section VIII.B of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Erie draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities

C. Phasing

Owner's Phasing Plan is detailed on "Exhibit D." The completion of each phase of Development, including public, common facilities, and private improvements, shall be in accordance with said plan and completion schedules or Erie approved modifications thereof. All modifications shall be in writing and signed by the Town Administrative Official.

VII. OVERSIZING AND REIMBURSEMENT

Erie may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Erie may also require Owner to construct or participate in the construction of certain off-site public improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Erie.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site public improvements. At the time of final approval of a subdivision plat or other development plan for properties that use these utilities or public improvements, Erie will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or public improvements, so long as Erie has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Erie or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Erie determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a major nuisance, Owner agrees to abate said nuisance and/or to correct or commence to correct within 24 hours, any damage or injury, and complete within five (5) working days after notification by Erie. If Owner does not abate said nuisance, Erie may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Erie. If Owner does not abate, or if an emergency exists, Erie may abate at Owner's expense.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. On weekend days and legal holidays the operation of such equipment outside an enclosed structure shall be prohibited between the hours of 4:00 p.m. and 8:00 a.m. The Town Administrative Official may alter the hours of operation for good cause.

IX. SPECIAL PROVISIONS

A. Transportation

1. Erie Parkway
Owner shall make improvements to Erie Parkway as outlined in the First Amended and Restated Master Development Agreement.
2. Vertical Curb
Vertical Curb shall be constructed on the streets indicated on "Exhibit E;" all other streets shall be constructed with a roll-over curb.
3. Traffic Barricades
Owner shall install traffic barricades as shown on the approved construction plans.

B. Phasing Plan ("Exhibit D")

The Development shall be constructed in one phase. All streets within the Development shall be installed and paved prior to the Town issuing a building permit.

All construction traffic for the Development shall enter the site from Erie Parkway. No construction traffic may utilize Meadow View Parkway or Madison Drive for access purposes unless directed otherwise by the Public Works Director.

C. Installation of Open Space, Parks, Landscaping and Trails

1. Tract A
Owner shall be responsible for the installation and construction of landscaping and sidewalks within Tract A in accordance with Town Standards and the approved landscape plan.
2. Native areas shown on the approved landscape plans shall be temporarily irrigated until established. Owner shall provide proof to the Town that after these areas are established that the temporary irrigation system is disconnected.

D. Maintenance of Parks, Trails, Open Space and Landscaping

1. Tract A
The Homeowners Association (“HOA”) shall be responsible for on-going maintenance of landscaping and hardscape improvements within Tract A as shown on “Exhibit F.”
2. Tracts D-1 and I-1
Owner shall maintain Tracts D-1 and I-1 until said tracts are developed in the future.

G. Improvements to Private Tracts

Owner shall provide cash or a Letter of Credit for improvements to be located on Tract A. Upon Town acceptance of the installation of the improvements per the approved construction plans, the cash or Letter of Credit shall be released.

H. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold to a home builder.

I. Fencing and Screening

Fencing within the Development shall be installed in accordance with Title 10 of the Code.

J. Utility and Drainage Easements

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

K. Drainage Improvements

1. Drainage improvements shall be constructed to meet Urban Drainage and Flood Control District design standards.
2. Drainage improvements installed on Tract D, Flatiron Meadows Subdivision Master Plat are temporary and shall remain in place until such time the permanent drainage facility is constructed.
3. Owner shall be responsible for maintenance and inspection of the drainage

facility on Tract D, Flatiron Meadows Subdivision Master Plat.

L. Sanitary Sewer – West Side Interceptor

The Town is due cost recovery at a rate of \$1,500.00 for each Single Family Equivalent (“SFE”). The reimbursement is outlined in “Exhibit C.”

M. Disclosure Statements

1. The Oil and Gas Well Disclosure statement (“Exhibit G”) shall be signed by a potential homeowner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Final Subdivision Plat for the Flatiron Meadows Filing No. 4 constitutes a “site specific development plan” pursuant to C.R.S. 24-68-101 et. seq. (the “Vested Rights Act”) for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of three (3) years. This Development Agreement shall be deemed to be a “development agreement” pursuant to the Vested Rights Act.

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Erie prior to signatures being affixed to this agreement.

C. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Erie, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Erie in law and equity. Erie may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Erie, including, but not limited to, reasonable administrative costs and reasonable attorney’s fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Erie may deduct these costs from the Improvement Guarantee. Erie shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Erie, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Erie in law and equity and as provided for herein.

D. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Erie proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

E. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to "final acceptance" by Erie of the construction work. Owner acknowledges that Erie's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

F. Recording Agreement

Erie shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Boulder, State of Colorado, and Erie shall retain the recorded Agreement.

G. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Erie Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Erie and consent to such assignment by Erie as required by Paragraph X. H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Boulder County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

H. Assignment, Delegation and Notice

Owner shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3)

successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Erie's consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required under this Agreement. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie's bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

J. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Erie:

Town of Erie
Town Administrator
P.O. Box 750
Erie, Colorado 80516-0750

Mark Shapiro
Mark R. Shapiro, PC
1650 38th Street, Suite 103
Boulder, CO 80301-2624

Owner:

Bayou Development Corp.
H. Hunter White III
812 Gravier Street, Suite 360
New Orleans, LA 70112

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

K. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Erie shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

L. Approvals

Whenever approval or acceptance of a matter is required or requested of Erie pursuant to any provisions of the Agreement, Erie shall act reasonably in responding to such matter.

M. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, First Amended and Restated Master Development Agreement, or Development Agreement, unless previously terminated, shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

N. Title and Authority

Owner warrants to Erie that Bayou Development Corp. is the record owner for the property within the Development. The undersigned further warrant to have full power and authority to enter into this Agreement.

O. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

P. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

Q. Agreement Status After Final Acceptance

Upon Final Acceptance by Erie of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect.

R. Enforceability

This Agreement is made only between the Owner and Erie, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

[SIGNATURES ON FOLLOWING PAGE]

TOWN OF ERIE:

OWNER:
Bayou Development Corp.

Joseph A. Wilson, Mayor

H. Hunter White III, President

ATTEST:

Nancy J. Parker, Town Clerk

STATE OF LOUISIANA)
) ss.
PARISH OF ORLEANS)

Subscribed and sworn to before me this ____ day of _____, 20 __, by H. Hunter White III as President of Bayou Development Corp.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

EXHIBITS LIST

EXHIBIT A – FLATIRON MEADOWS FILING NO. 4 FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – OIL AND GAS DISCLOSURE

EXHIBIT B
PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT B
ENGINEER'S PROJECTION OF PROBABLE COSTS
FLATIRON MEADOWS - FILING 4
JUNE 25, 2013

DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
WATER				
CONNECT TO EXISTING 8" WATER LINE	2	EA	\$ 670.00	\$ 1,340.00
8" PVC	4,454	LF	\$ 21.00	\$ 93,534.00
8" HORIZONTAL BENDS	6	EA	\$ 300.00	\$ 1,800.00
8" VERTICAL LOWERING	6	EA	\$ 1,930.00	\$ 11,580.00
8" GATE VALVE	26	EA	\$ 1,460.00	\$ 37,960.00
8" X 8" CROSS	5	EA	\$ 475.00	\$ 2,375.00
8" X 8" TEE	2	EA	\$ 430.00	\$ 860.00
8" PLUG WITH 2" BLOW-OFF ASSEMBLY	8	EA	\$ 1,300.00	\$ 10,400.00
FIRE HYDRANT ASSEMBLY	8	EA	\$ 4,330.00	\$ 34,640.00
WATER SERVICES	72	EA	\$ 1,230.00	\$ 88,560.00
IRRIGATION SERVICES	1	EA	\$ 3,200.00	\$ 3,200.00
WATER SUBTOTAL				\$ 286,249.00
SANITARY				
TIE INTO EXISTING MANHOLE	1	EA	\$ 1,000.00	\$ 1,000.00
12" PVC SEWER PIPE	1,731	LF	\$ 33.00	\$ 57,123.00
8" PVC SEWER PIPE	3,396	LF	\$ 22.00	\$ 74,712.00
4' DIAMETER MANHOLE	22	LF	\$ 2,500.00	\$ 55,000.00
SANITARY SERVICES	72	EA	\$ 900.00	\$ 64,800.00
SANITARY SEWER SUBTOTAL				\$ 252,635.00
STREETS				
MOUNTABLE CURB AND GUTTER	6,332	LF	\$ 10.80	\$ 68,385.60
6" VERTICAL CURB AND GUTTER	1,561	LF	\$ 10.20	\$ 15,922.20
CONCRETE SIDEWALK (5')	8,633	LF	\$ 9.95	\$ 85,898.35
CONCRETE CURB RAMP	28	EA	\$ 1,195.00	\$ 33,460.00
CONCRETE MID BLOCK RAMP	1	EA	\$ 635.00	\$ 635.00
12" AGGREGATE BASE COURSE (COLLECTOR ROAD)	4,739	SY	\$ 9.25	\$ 43,835.75
10" AGGREGATE BASE COURSE (LOCAL ROADS)	11,308	SY	\$ 7.50	\$ 84,810.00
5.5" HMA (COLLECTOR ROAD)	4,739	SY	\$ 16.80	\$ 79,615.20
4.5" HMA (LOCAL ROADS)	11,308	SY	\$ 12.40	\$ 140,219.20
SIGNS	1	LS	\$ 7,500.00	\$ 7,500.00
STREET LIGHTS	12	EA	\$ 2,000.00	\$ 24,000.00
STREETS SUBTOTAL				\$ 584,281.30

**EXHIBIT B
ENGINEER'S PROJECTION OF PROBABLE COSTS
FLATIRON MEADOWS - FILING 4
JUNE 25, 2013**

DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
STORM				
15" RCP	137	LF	\$ 25.00	\$ 3,425.00
18" RCP	793	LF	\$ 28.00	\$ 22,204.00
24" RCP	292	LF	\$ 41.00	\$ 11,972.00
30" RCP	408	LF	\$ 55.00	\$ 22,440.00
66" RCP	758	LF	\$ 178.00	\$ 134,924.00
30" FES	1	EA	\$ 550.00	\$ 550.00
66" FES	1	EA	\$ 1,780.00	\$ 1,780.00
4' DIAMETER MANHOLE	3	EA	\$ 1,570.00	\$ 4,710.00
5' DIAMETER MANHOLE	5	EA	\$ 2,350.00	\$ 11,750.00
BOXBASE MANHOLE	5	EA	\$ 3,800.00	\$ 19,000.00
10' TYPE R INLET	5	EA	\$ 5,050.00	\$ 25,250.00
15' TYPE R INLET	2	EA	\$ 5,700.00	\$ 11,400.00
20' TYPE R INLET	1	EA	\$ 6,800.00	\$ 6,800.00
SINGLE TYPE 16 INLET	5	EA	\$ 2,600.00	\$ 13,000.00
4" UNDERDRAIN	7,893	LF	\$ 4.75	\$ 37,491.75
STORM DRAINAGE SUBTOTAL				\$ 326,696.75
PRIVATE LANDSCAPE OF PUBLIC IMPORTANCE				
DECIDUOUS SHADE TREES	43	EA	\$ 292.00	\$ 12,556.00
DECIDUOUS ORNAMENTAL TREES	26	EA	\$ 235.00	\$ 6,110.00
EVERGREEN TREES	49	EA	\$ 533.00	\$ 26,117.00
BLUEGRASS SOD	40,345	SF	\$ 0.39	\$ 15,734.55
NATIVE GRASS SEED AREA IRRIGATED	24,059	SF	\$ 0.07	\$ 1,684.13
IRRIGATION SYSTEM FOR SOD AREAS	1	LS	\$ 22,190.00	\$ 22,190.00
IRRIGATION SYSTEM FOR NATIVE SEED AREAS	1	LS	\$ 12,030.00	\$ 12,030.00
PRIVATE LANDSCAPE SUBTOTAL				\$ 96,421.68
EROSION CONTROL				
SILT FENCE	3,030	LF	\$ 1.10	\$ 3,333.00
VEHICLE TRACKING CONTROL	1	EA	\$ 1,200.00	\$ 1,200.00
STABILIZED STAGING AREA	1	EA	\$ 3,000.00	\$ 3,000.00
ROCK CHECK DAM	5	EA	\$ 300.00	\$ 1,500.00
EROSION CONTROL BLANKET	2,680	SF	\$ 0.25	\$ 670.00
ROUGH CUT STREET CONTROL	14	EA	\$ 100.00	\$ 1,400.00
SEDIMENT BASIN	1	EA	\$ 1,500.00	\$ 1,500.00
INLET PROTECTION	13	EA	\$ 300.00	\$ 3,900.00
CONCRETE WASHOUT AREA	1	EA	\$ 2,500.00	\$ 2,500.00
SEEDING AND MULCH	26	AC	\$ 850.00	\$ 22,100.00
EROSION CONTROL SUBTOTAL				\$ 41,103.00
TOTAL				\$ 1,587,386.73
SURETY (15%)				\$ 238,108.01
TOTAL WITH SURETY				\$ 1,825,494.74
PRIVATE LANDSCAPE SURETY				\$ 14,463.25

EXHIBIT C
PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

Reimbursements due to others: None.

Reimbursements due Erie:

1. The Town shall collect from Owner, prior to recordation of this Agreement, One Hundred and Eight Thousand & No/100 Dollars (\$108,000.00) as reimbursement for 72 lots (\$1,500.00 per lot) within the Flatiron Meadows Filing No. 4 subdivision connecting to the West Side Sanitary Sewer Interceptor line that the Town constructed.
2. The Town shall collect from Owner, prior to recordation of this Agreement, Seventeen Thousand Six Hundred Forty-Nine & 36/100 Dollars (\$17,649.36) as payment for fee in-lieu of land dedication of a Community Park for 72 lots within Flatiron Meadows Filing No. 4.

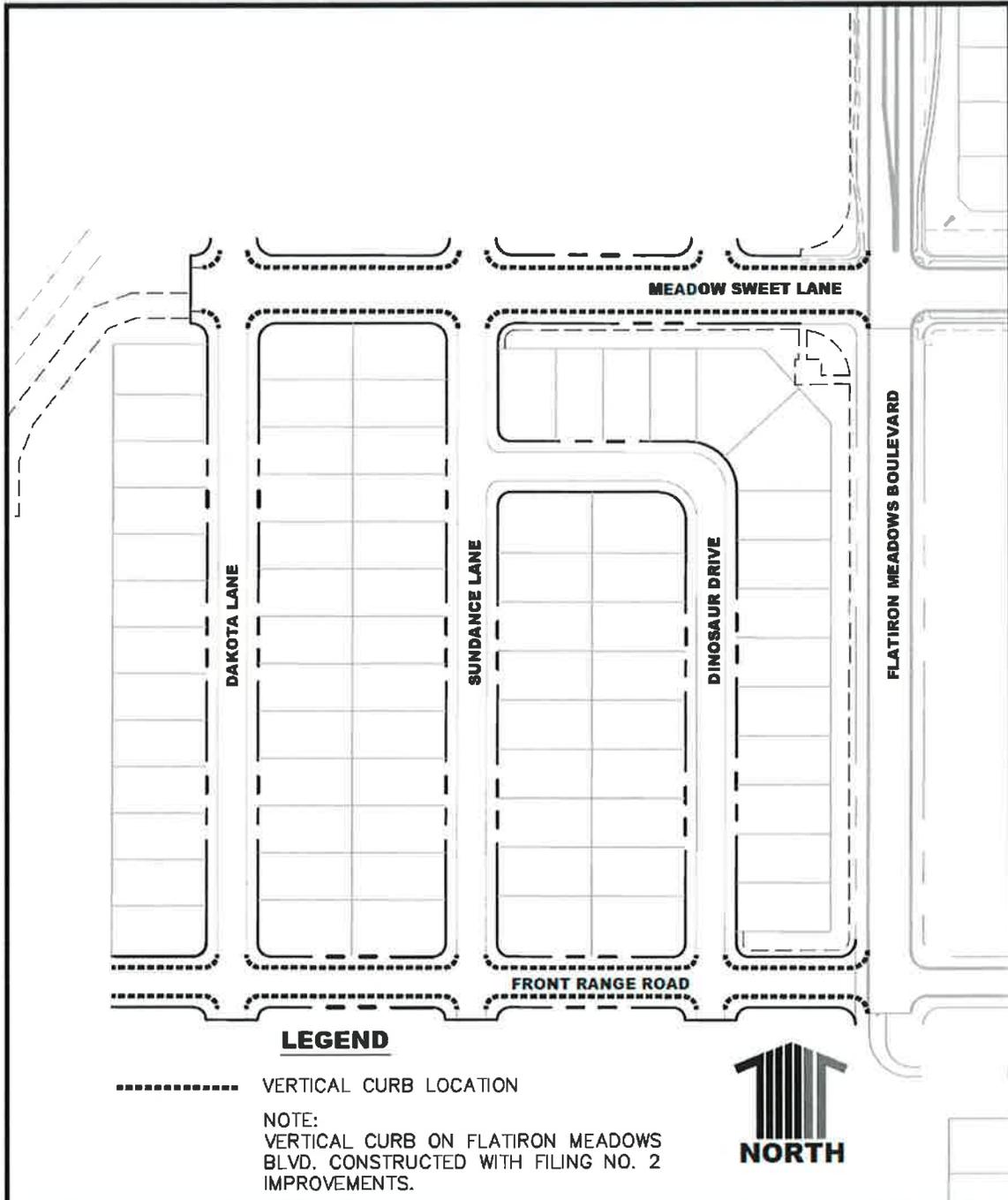
Reimbursements due Owner:

1. Town shall reimburse Owner for improvements to Erie Parkway as outlined in the First Amended and Restated Master Development Agreement.

EXHIBIT D
PHASING PLAN

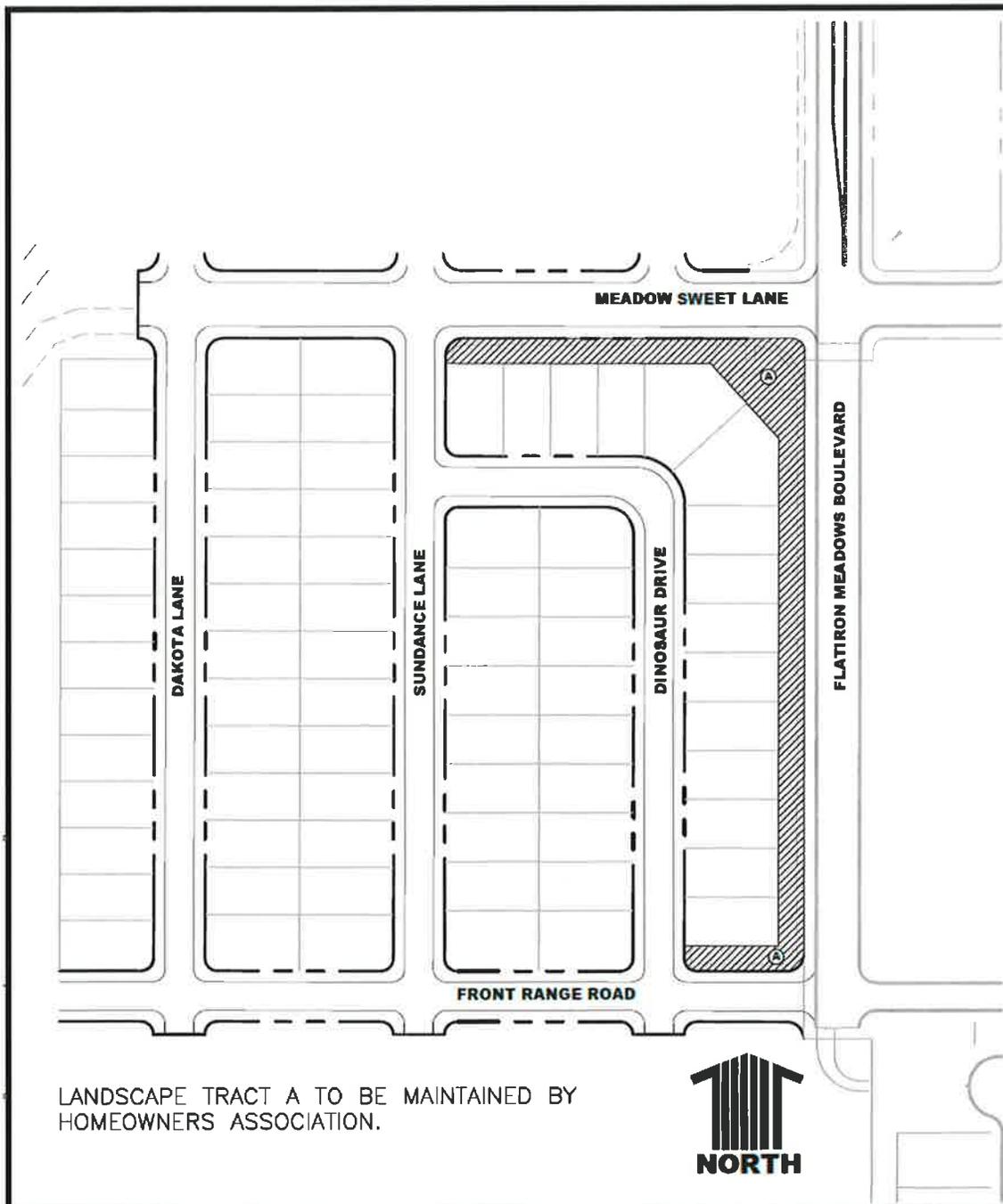
The Development shall be constructed in one phase.

EXHIBIT E
VERTICAL CURB LOCATION MAP



<p>Calibre Calibre Engineering, Inc. 9090 South Ridgeline Boulevard, Suite 105 Highlands Ranch, CO 80129 (303) 730-0434 www.calibre-engineering.com Construction Management Civil Engineering Surveying</p>	<p align="center">FLATIRON MEADOWS - FILING NO. 4 VERTICAL CURB LOCATIONS MAP EXHIBIT E</p>	<p align="right">SHEET EX. E SCALE: 1" = 150' DATE: JUNE 25, 2013</p>
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EXHIBIT F
LANDSCAPE MAINTENANCE MAP



Calibre
 Calibre Engineering, Inc.
 1000 South Foothills Boulevard, Suite 100
 Highlands Ranch, CO 80129 (303) 719-0434
 www.calibre-engineering.com
 Construction Management Civil Engineering Surveying

FLATIRON MEADOWS - FILING NO. 4
LANDSCAPE MAINTENANCE MAP
EXHIBIT F

SHEET
EX. F
 SCALE 1" = 150'
 DATE
 JUNE 25, 2013

EXHIBIT G
OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Flatiron Meadows Filing No. 4, Town of Erie, County of Boulder, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by Flatiron Meadows subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the Flatiron Meadows Preliminary Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising Flatiron Meadows. There may be ongoing oil and gas operation and production of oil and gas within Flatiron Meadows, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of Flatiron Meadows. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within Flatiron Meadows, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising Flatiron Meadows. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within Flatiron Meadows and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within Flatiron Meadows will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within Flatiron Meadows to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within Flatiron Meadows.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned, to the extent it owns or becomes the owner of real property in Flatiron Meadows, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____ day of _____, 20__.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **RESOLUTIONS: CONSENT**
Consideration Of Resolution 14-19: A Resolution For The Purpose Of
Accepting A Grant Of Sanitary Sewer Utility Easement, And Setting Forth
Details In Relation Thereto.

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Community Development Director

FISCAL	Cost as Recommended:	\$0
INFORMATION:	Balance Available:	\$0
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF
RECOMMENDATION: Approving Resolution 14-19 authorizing the acceptance of said easement and
authorizing the Mayor to execute said easement.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The developer of Flatiron Meadows is required to construct sanitary sewer facilities to serve the development. The proposed sanitary sewer for Flatiron Meadows Filing No. 4 has to connect into the existing Town sanitary sewer facilities within North 111th Street therefore, an easement is required for the facilities to cross an undeveloped portion of Flatiron Meadows.

The attached grant of utility easement grants the Town access to the sanitary sewer facility proposed in an undeveloped portion of Flatiron Meadows.

Staff Review:

_____ Town Attorney
_____ Town Clerk
 _____ Community Development Director
_____ Finance Director
_____ Police Chief
_____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-19
- b. Grant of Permanent Access and Sanitary Sewer Utilities Easement Agreement

ATTACHMENT A

RESOLUTION NO. 14-19

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO ACCEPTING A GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT FOR SANITARY SEWER IMPROVEMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, Bayou Development Corporation is required to construct sanitary sewer facilities to service Flatiron Meadows Filing No. 4; and

WHEREAS, in order for the sanitary sewer facility to connect into the existing Town sanitary sewer facilities, an easement is required for the facilities to cross property owned by Bayou Development Corporation; and

WHEREAS, the Bayou Development Corporation has agreed to grant this easement to the Town and the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to accept the access and utility easement agreement from Bayou Development Corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby accepts the access and utility easement as set forth in "Exhibit A" and authorizes the appropriate Town Official to sign said easement.

Section 2. That accepting this access and utility easement is found to be in the best interest of the Town of Erie, and necessary for the preservation of public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:
By: _____
Nancy Parker, CMC, Town Clerk

LEGAL DESCRIPTION
UTILITY EASEMENT DEDICATION

A PARCEL OF LAND BEING A PORTION OF TRACT C, FLATIRON MEADOWS SUBDIVISION – MASTER PLAT, IN THE TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, PER PLAT RECORDED AT RECEPTION NO. 2988916 AND TRACT I, FLATIRON MEADOWS - FILING NO. 2, PER PLAT RECORDED AT RECEPTION NO. 3313537, IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 23, WHENCE THE WEST QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°23'44" WEST, A DISTANCE OF 2626.30 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

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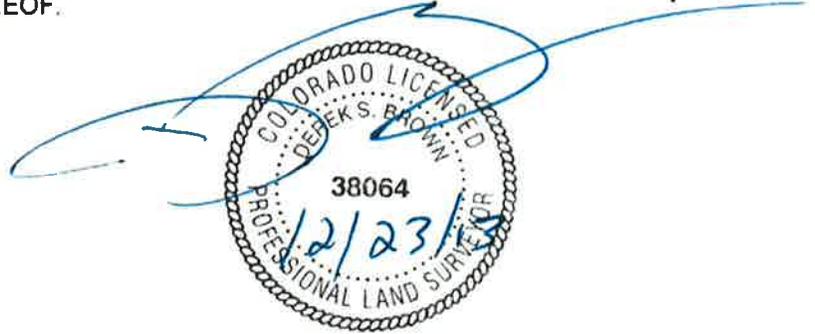
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CONTAINING AN AREA OF 1.041 ACRES, (45,351 SQUARE FEET), MORE OR LESS.
EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEREK S. BROWN
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN STREET, SUITE 201, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE #	DIRECTION	LENGTH
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NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: W\23413-03.dwg
DWG NAME: ERMT DED 01
DWG: TP CHK: DSB
DATE: 2013-12-23
SCALE: 1" = 200'



8000 SOUTH LINCOLN ST.
SUITE 201
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

EXHIBIT A
FLATIRON MEADOWS SUBDIVISION
TOWN OF ERIE, COLORADO

JOB NUMBER 23413-03

4 OF 4 SHEETS

ATTACHMENT B

GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT, ("Agreement") made and entered into this ___ day of _____, 2014, by and between BAYOU DEVELOPMENT CORPORATION, whose address is 812 Gravier Street, Suite 360, New Orleans, LA, 70112, hereinafter referred to as the "Grantor," and the TOWN OF ERIE, a Colorado Municipal Corporation, whose address P.O. Box 750, 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as the "Grantee," collectively, the "Parties".

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in Boulder County, State of Colorado, more particularly described on "Exhibit A," attached hereto and made a part hereof (the "Property").

WHEREAS, the Parties desire to provide for an access and utilities easement across a portion of the Property in the location more particularly described on "Exhibit B" ("Easement Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. *Grant of Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent, perpetual non-exclusive easement to enter, occupy and use the Easement Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove one or more water lines, sanitary sewer lines, storm drainage facilities, pipelines, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances (hereinafter referred to as the "Improvements") in, through, over, across, under and above the Easement Property (hereinafter referred to as the "Easement").

2. *Ingress and Egress.* The Grantee, its successor and assigns and their employees, agents, contractors and representatives shall have and exercise the right of ingress and egress in, to, through, over, under, above and across Grantor's Property for access to and from the Easement Property in order to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Improvements.

3. *No Structures or Buildings to interfere with the Easement.* The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Easement Property that will interfere with or obstruct the access or Easement granted herein. Any such structure or item placed on the Easement Property may be removed by the Grantee without liability for damages arising there from. Grantor shall retain the right to make use of the servient property of the Easement Property, except for such prohibitions as are contained herein, and except for such use

as might endanger or interfere with the rights of the Grantee in its use of the Easement Property. If Grantor constructs or places any structure or building or item prohibited herein on the Easement Property, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Easement Property.

4. *Grantor's Warranty.* Grantor warrants that it has full right and lawful authority to make the Grant of Easement herein contained, and promises and agrees to defend against any defect in title to the Easement Property, the Easement or the right to make the Grant of Easement as herein contained.

5. *Non-exclusive Use.* The Grantee agrees, following written request to and approval by Grantee, that public utilities such as water, sanitary sewer, storm sewer, gas, electric lines, and other appropriate utilities may be installed in the Easement Property as long as such utilities do not interfere with the Grantee's rights as herein granted or the Grantee's use of the Easement Property. All surface and subsurface uses of the Easement Property, including fences, must be approved in writing by the Grantee prior to installation.

6. *Construction and Maintenance of Grantee's Improvements.* Grantee or assigns shall construct the Improvements. Upon completion of the Improvements, Grantee or assigns shall be responsible for the maintenance of the Improvements.

7. *Maintenance of Grantor's Improvements.* The Grantor, at its expense, shall be solely responsible for the maintenance of all Grantor-owned improvements which may be located within the Easement Property, as may be expressly allowed herein

8. *Protection of Easement.* The Grantee is acquiring the Easement in order to ensure to the Grantee a dominant easement for the exercise of Grantee's functions, and the exercise of any rights in the subject Easement other than those retained by the Grantors shall be within the discretion of the Grantee.

9. *Inurement.* Each and every one of the benefits and burdens of this Grant of Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

10. *Complete Agreement.* This Grant of Easement represents the complete agreement between the parties hereto, and supersedes any and all other prior agreements, written and oral, between the parties.

11. *Headings for Convenience Only.* The paragraph headings are for convenience only and the substantive portions hereof control without regard to the headings.

12. *Subjacent and Lateral Support.* The Grantor shall not impair the lateral or subjacent support for the Improvements.

13. *Modification.* This Agreement shall be modified in writing only, which writing must be executed by the parties hereto in order to be effective.

Exhibit A

Legal Description of the Property

TRACT C, FLATIRON MEADOWS SUBDIVION MASTER PLAT, TOWN OF ERIE,
COUNTY OF BOULDER, STATE OF COLORADO

Exhibit B

Legal Description of the Easement Property

LEGAL DESCRIPTION
UTILITY EASEMENT DEDICATION

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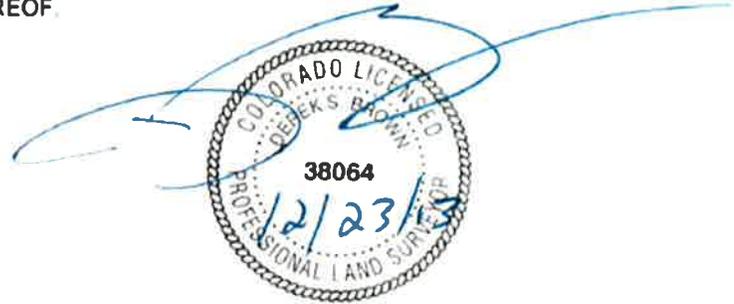
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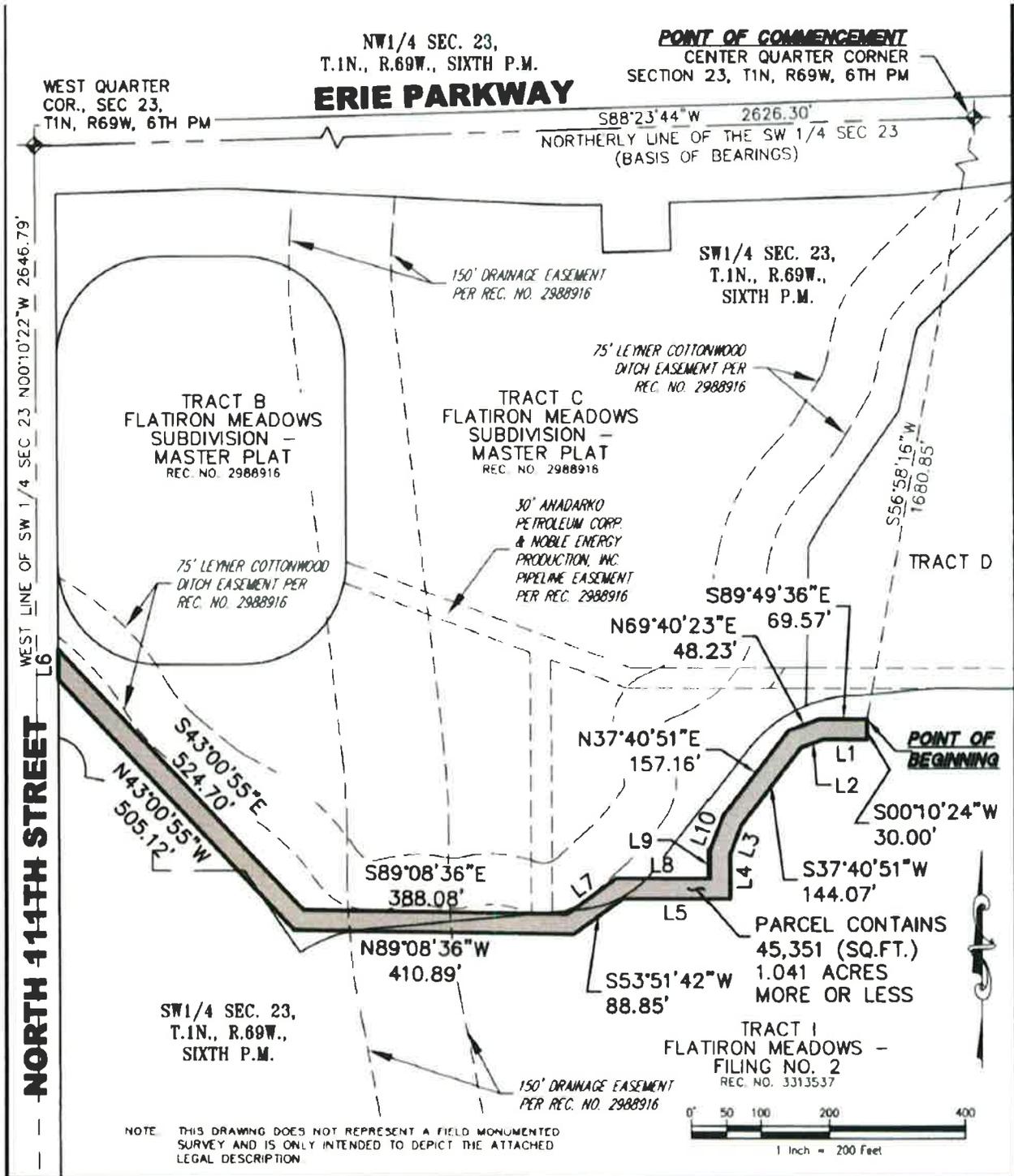
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EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEREK S. BROWN
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO 38064
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN STREET, SUITE 201, LITTLETON, CO 80122



PATH: V:\23413-03\p08
 DWG NAME: EBM1 DED 01
 DWG: TP CHK DSB
 DATE: 2013-12-23
 SCALE: 1" = 200'

AZTEC
CONSULTANTS, INC.

300 WEST HILLCREST ST., STE. 201
 Littleton, Colorado 80122
 Phone: (303) 755-1200
 Fax: (303) 755-1007
 www.aztec.com or aztecs.com

EXHIBIT A
FLATIRON MEADOWS SUBDIVISION
TOWN OF ERIE, COLORADO

JOB NUMBER 23413-03 3 OF 4 SHEETS

LINE TABLE		
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PATH: H:\23413-03\DWG
 DWG NAME: EXHIBIT DED BY
 DWG: TP CHK DDD
 DATE: 2013-12-23
 SCALE: 1" = 200'



8880 SOUTH LINCOLN ST.
 SUITE 300
 Littleton, Colorado 80120
 Phone: (303)713-1898
 Fax: (303)713-1897
www.aztecconsultants.com

EXHIBIT A
FLATIRON MEADOWS SUBDIVISION
TOWN OF ERIE, COLORADO

JOB NUMBER 23413-03

4 OF 4 SHEETS

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT AGENDA:**
Resolution 14-20: A Resolution Authorizing the Extension of a Real Estate Consulting Contract Related to Open Space Property Acquisitions

DEPARTMENT: Parks & Recreation

PRESENTER: Ian Ferguson, Acting Parks & Recreation Director

FISCAL INFORMATION: Cost as Recommended: **\$10,000.00**
Balance Available: \$1,206,765.71 (at 11/30/2013)
Budget Line Item Number: 014 . 05 . 110 . 520330 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: **Approve Resolution 14-20 authorizing an extension of a real estate consulting contract**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On March 22, 2011, the Board of Trustees approved Resolution 11-39 authorizing a contract for real estate consulting services up to \$15,000 related to open space acquisitions. Staff engaged the services of a highly qualified and experienced real estate consultant, Dayton Land & Real Estate, to: investigate property ownership, usage and potential interest in preservation; research comparable sales to arrive at a potential acquisition cost; prepare offer/letter of intent documentation; and negotiate with landowners on request. These services have proved to be very valuable to our negotiation processes and several deals are now close to being finalized.

Staff Review:

___ Town Attorney
___ Town Clerk
___ Community Development Director
___ Finance Director
___ Police Chief
___ Public Works Director
 Park & Recreation Director

Approved by:



A.J. Krieger
Town Administrator

Attachments:
a. Resolution 14-20
b Agreement Extension

RESOLUTION NO. 14-20

A RESOLUTION OF THE TOWN OF ERIE AUTHORIZING THE EXTENSION OF THE PROFESSIONAL SERVICES RELATED TO THE POTENTIAL ACQUISITION OF OPEN SPACE PARCELS; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, on January 25, 2011 the Open Space and Trails Board presented to the Board of Trustees recommendations and asked for assistance in conducting field surveys on twenty-one potential open space areas; and

WHEREAS, on March 22, 2011 the Town of Erie Board of Trustees approved Resolution 11-30 authorizing a contract for real estate consulting services related to open space acquisitions; and

WHEREAS, these services are ongoing, authorization is needed to extend this contract; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to authorize the extension and expenditures of funds to extend this contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the appropriation of funds not to exceed \$10,000.00 from the Trails and Natural Area Fund is found to be reasonable and acceptable for the extension of the professional services for additional assessment of potential open space areas.

Section 2. That the Town Staff be and is hereby authorized and directed appropriate an amount not to exceed \$10,000.00 from the Trails and Natural Area Fund by a Supplemental Appropriation Resolution at a later date and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to a contract for the extension of professional services for additional assessment of potential open space areas in an amount not to exceed \$10,000.00.

Section 3. That entering into the contract is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14TH DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk



Need copy of signed agreement for our files.

January 15, 2014

Nancy Dayton
Dayton Land & Real Estate, LLC
7691 Hygiene Road
Longmont, CO 80503

RE: Agreement Extension for Assessment of Land for Potential Open Space Acquisition Services

Dear Sir:

The Town of Erie and Dayton Land & Real Estate, LLC entered into an agreement for Assessment of Land for Potential Open Space Acquisition dated April 19, 2012. The parties may mutually agree to an extension of this contract pursuant to the provisions as set forth in the Paragraph 3.

Staff has determined that it is in the best interest of the Town to extend the agreement from January 1, 2014 through December 31, 2014. If you are in agreement, please sign both copies and return to me at your earliest convenience. One executed copy will be returned to you. If you are not in agreement, please return both copies unsigned and the Town will proceed with the rebidding process.

Sincerely,

Ian Ferguson, Center Manager

By signing below both parties agree:

{Representative, Title}
{Company}

Date

Acting Director of Parks and Recreation
Town of Erie

Date

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Consulting Agreement" or "Agreement") is made and entered into this 19th day of April, 2012, by and between Dayton Land & Real Estate, a Colorado Corporation, whose address is 7691 Hygiene Road, Longmont, Colorado 80503 (hereinafter referred to as "Consultant") and the TOWN OF ERIE, COLORADO, a Colorado municipal corporation, whose address is 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (hereinafter referred to as "Town" or "Erie").

WITNESSETH

WHEREAS, the Town desires to engage the Consultant to render the professional services described in this Consulting Agreement and the Consultant is qualified and willing to perform such services in accordance with, and subject to the provisions of this Consulting Agreement; and,

WHEREAS, legal authority exists to engage the Consultant and sufficient funds have been budgeted and are available for the work to be performed by the Consultant under this Agreement, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations of the parties hereto, the terms, covenants and conditions hereof, and intending to be legally bound, the Town and the Consultant agree as follows:

1. The Project. The Consultant's services are engaged under this Consulting Agreement for the following project: **Assessment of Land for Potential Open Space Acquisition** ("Project").

2. Consultant's Services. The Consultant shall, during the term of this Agreement, provide the services to the Town as set forth in Exhibit "A", attached hereto and incorporated herein by this reference (the "Services"). The Consultant shall perform the Services competently, efficiently, and in accordance with the highest standards of its profession. The Consultant shall perform the Services meeting all industry safety standards.

3. Additional Services. The Town may request the Consultant to perform additional work or phases of the Project in addition to the Services. The Consultant agrees to perform the additional work or phases of the Project if the Town so requests, either pursuant to an amendment to this Consulting Agreement or a new agreement in which the Town and the Consultant shall define the scope of, and additional payment for, the additional work or phases of the Project.

4. Compensation. In consideration for the performance of the Services, the Town shall pay to the Consultant a fee in the amount of \$50.00 per hour, not to exceed \$6,475.00, and payable in accordance with the payment schedule, as set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

5. Reimbursable Expenses. The Town agrees to reimburse the Consultant for the reimbursable expenses incurred by the Consultant in connection with the Services, such expenses to be described in detail in Exhibit "B". Travel expenses between the Town and the Consultant's office shall not be considered reimbursable expenses. The Consultant shall maintain an accurate record of all such expenses and provide itemized records and copies of receipts when submitting such expenses to the Town for reimbursement. The maximum amount reimbursable by the Town to the Consultant under this Consulting Agreement shall be set forth on Exhibit "B". Such expenses not described on Exhibit "B", shall not be reimbursed by the Town.

6. Commencement and Completion of Services. The Consultant understands and agrees that time is an essential requirement of this Consulting Agreement. The term of this Consulting Agreement shall commence on the date of this agreement and shall end on December 31, 2012. The Services shall be completed as soon as good practice and due diligence will permit.

8.4 Notwithstanding any other portion of this Consulting Agreement, failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Consulting Agreement for which the Town may immediately terminate this Consulting Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Town shall be repaid by the Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any money due to the Consultant from the Town.

8.5 The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Consulting Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

9. Payment of Subcontractors. Consultant shall contract with and pay any and all subcontractors used by Consultant in the performance of the Project. The Town shall in no event have any liability to any subconsultant, and Consultant shall hold the Town harmless with respect to any payments alleged to be due to Consultant's subcontractors.

10. Compliance with Applicable Laws. In connection with the execution of this Consulting Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall comply with the Americans with Disabilities Act (Public Law 101-336), and all applicable regulations and rules promulgated by the Equal Employment Opportunity Commission and the Colorado Civil Rights Commission. At all times during the performance of the Agreement, Consultant shall strictly adhere to all applicable federal, state and Town laws that have been or may hereafter be established. This shall include, without limitation, the United States Department of Labor standards. As used in this paragraph, and hereafter, the term "laws" shall include, without limitation, all federal, state and Town codes, charters, ordinances, laws, standards, rules and regulations. The indemnification and termination provisions of this Consulting Agreement shall apply with respect to Consultant's failure to comply with all applicable laws or regulations.

11. Prohibited Interest.

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The Consultant further agrees that in the performance of the Consulting Agreement, no person having any such interest shall be employed.

B. No official or employee of the Town shall have any interest, direct or indirect, in the Consultant, this Consulting Agreement or the proceeds therefrom.

12. Independent Contractor. The Consultant shall perform all Services as an independent contractor, and nothing in this Consulting Agreement is intended to or shall create a relationship of employer-employee, joint venturers, or partners, between the parties. The Consultant shall be solely responsible for all federal and state income taxes attributable to the monies payable to the Consultant for the Services.

13. Books and Records. The Consultant's books and records with respect to the Services and reimbursable costs shall be kept in accordance with generally accepted accounting principles and practices, consistently applied, and will be made available for the Town's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the services.

With a copy (which shall not constitute notice) to:

Mark R. Shapiro
Mark R. Shapiro, P.C.
1650 38th Street, Suite 103
Boulder, Colorado 80301

If to the Consultant:

Nancy Dayton
Dayton Land & Real Estate, LLC
7691 Hygiene Road
Longmont, CO 80503

With a copy (which shall not constitute notice) to:

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

22. Agreement Subject to Annual Appropriation.

A. The parties hereto understand and agree that the amount of \$6,475.00 been budgeted for compensation for work done pursuant to this Consulting Agreement for the current fiscal year ending December 31, 2012. This is a full and lawful appropriation as required by appropriate statute for this project. In the event that the Town fails to appropriate sufficient funds to cover any compensation which may become due for the fiscal year beginning January 1, 2013, then, and in that event, this Consulting Agreement shall immediately terminate as of December 31, 2012, without further action of any party. The Town shall provide notice to Consultant prior to December 31, 2012, as to whether an appropriation has been made for further work anticipated following December 31, 2012.

B. The amount of money appropriated by the Town is equal to or in excess of the Consulting Agreement amounts due herein for the current fiscal year.

C. The Town shall be prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Consulting Agreement to exceed the amount appropriated for the original Consulting Agreement, unless Consultant is given written assurance by the Town that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Consulting Agreement.

23. Prohibition Against Employment of Illegal Aliens.

A. By its signature on this Agreement, Consultant certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the Consultant will participate in the E-Verify Program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, administered by the United States Department of Homeland Security and the Social Security Administration.

B. Consultant agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

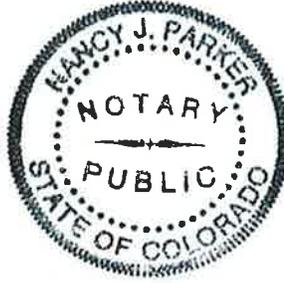
C. Consultant has verified through participation in the E-Verify Program that the Consultant does not employ any illegal aliens.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the day and year first-above written.

TOWN:

TOWN OF ERIE,
a Colorado municipal corporation

By: 
A. J. Krieger, Town Administrator



ATTEST:

By: 
Nancy J. Parker, Town Clerk

CONSULTANT:

DAYTON LAND & REAL ESTATE, LLC,
a Colorado corporation

By: 
Broker, Owner

ATTEST:

By: , Secretary Juan Clark

EXHIBIT "B"
(Payment Schedule and reimbursable expenses description and limit)

1. Compensation shall be paid at the rate of \$50.00 per hour for services described in "Exhibit A".
2. Project expenses incurred on the Town's behalf, which typically include such items as telephone charges, photocopying, photography, and fees charged for copies of recorded documents, will be invoiced at cost. Reimbursable expenses for this project are capped at \$500.00.
3. Consultant will submit an invoice to the Town (Attention: Parks & Recreation Director) by the 10th day of each month for work completed in the previous month. Invoice will indicate specific description of work performed, number of hours worked for the month, and expenses incurred. Town will pay the invoice within thirty (30) days of receipt.
4. The total amount payable for compensation at the agreed hourly rate and reimbursable expenses shall not exceed \$6,475.00.

**TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM**

Board Meeting Date: January 14, 2014

SUBJECT: **RESOLUTIONS: CONSENT**
Consideration of Resolution 14-21: A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Approving The Street Name Changes From Daybreak Boulevard To Colliers Boulevard And Daybreak Parkway To Colliers Parkway Within The Colliers Hill Subdivision.

PURPOSE: Change street names within the Colliers Hill (former Daybreak) Subdivision.

CODE: Town of Erie Municipal Code, Title 9

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

FISCAL	Cost as	na
	Recommended:	
INFORMATION:	Balance Available:	na
	Budget Line Item	
	Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation	
	Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF
RECOMMENDATION: Staff recommends the Board of Trustees rename certain streets within the Colliers Hill Subdivision by approving Resolution 14-21.

PLANNING
COMMISSION: n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

GENERAL INFORMATION:

Owner: Town of Erie
A.J. Krieger
645 Holbrook Street
PO Box 750
Erie, CO 80516

Summary:

The Resolution, provided for consideration by the Board of Trustees, changes platted street names within the Colliers Hill Subdivision. Since this subdivision is under construction no issues are anticipated with the proposed changes.

Public Notice:

Public Notice is not required.

Staff Recommendation:

Staff recommends the Board of Trustees rename certain streets within the Colliers Hill Subdivision by approving Resolution 14-21.

Staff Review:

_____ Town Attorney
_____ Town Clerk
 Community Development Director
_____ Finance Director
_____ Police Chief
_____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution No. 14-21

ATTACHMENT A

RESOLUTION NO. 14-21

A RESOLUTION APPROVING THE STREET NAME CHANGES OF DAYBREAK BOULEVARD TO COLLIERS BOULEVARD AND DAYBREAK PARKWAY TO COLLIERS PARKWAY WITHIN THE COLLIERS HILL SUBDIVISION.

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town and the welfare and public safety of its citizens to change certain street names within the Colliers Hill (formerly Daybreak) Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That Daybreak Boulevard shall be renamed Colliers Boulevard and Daybreak Parkway shall be renamed Colliers Parkway within Colliers Hill Subdivision.

Section 2. That the Town of Erie be and is hereby authorized to provide proper notice to effected agencies of the street name changes.

Section 3. That changing of the certain street names in Colliers Hill Subdivision is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 14th DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT**
Consideration of Ordinance 01-2014: An Ordinance Annexing The Isabelle Annexation No. 1 And No. 2 Properties, To Be Known As The Isabelle Annexation No. 1 And No. 2 Annexations To The Town Of Erie, Colorado, Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto. Second Reading

PURPOSE: Annexation of the Isabelle Annexation No. 1 and No. 2 Property

CODE: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Community Development Director

FISCAL	Cost as Recommended:	n/a
INFORMATION:	Balance Available:	n/a
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF
RECOMMENDATION: Approval of Ordinance 01-2014; an Ordinance Annexing the Isabelle Annexation No. 1 and No. 2 property to the Town of Erie.

PLANNING
COMMISSION
RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

GENERAL INFORMATION:

Applicant: Town of Erie
P.O. Box 750
Erie, CO 80516
(303) 926-2700

Contact Person: Town of Erie
Attn: A.J. Krieger
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
(303) 926-2700

Requested Action: Approval of the annexation of the Isabelle Annexation No. 1 and No. 2 property.

Location: The site is located between North 109th Street and North 111th Street on Erie Parkway and is generally described as the a portion of Section 22, Township 1 North, Range 69 West of the 6th Principle Meridian. The site is highlighted in red below.



BACKGROUND INFORMATION:

The Town of Erie has submitted a Petition for Annexation for approximately 2.6 acres of unincorporated Boulder County property into the Town of Erie. The property proposed for annexation consists of road – right-of-way for Erie Parkway and North 109th Street. The application has been processed in accordance with C.R.S. 31-12-101, et seq., as amended, and the Section 7.15, of the Town of Erie Unified Development Code.

On October 8, 2013 the Board of Trustees held a Substantial Compliance hearing on the Isabelle Annexation No. 1 and No. 2 Annexation Petition and established December 10, 2013 as the Public Hearing date for adopting Findings of Fact in favor of the proposed annexation.

Existing Zoning: ‘A’ – Agricultural (Boulder County)

Size: Approximately 2.6 acres

Adjacent Zoning and Comprehensive Plan Land Use Designation:

	CURRENT ZONING	COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION
NORTH	A - Agricultural (Boulder County)	RR – Rural Residential
SOUTH	A - Agricultural (Boulder County)	AG - Agricultural
EAST	A - Agricultural (Boulder County)	AG - Agricultural
WEST	A - Agricultural	AG - Agricultural

	(Boulder County)	
--	------------------	--

STAFF ANALYSIS AND FINDING'S:

Compliance with Town Standards:

Staff finds the application in compliance with Section 7.3, Annexations, of Title 10 of the Municipal Code.

1. **THE ANNEXATION IS IN COMPLIANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965 (C.R.S. 31-12-106(1), ET SEQ., AS AMENDED).**

Staff Comment: The application has been found to be in compliance with C.R.S. 31-12-101.

Public Notice:

The Annexation is in compliance with the required noticing requirements of C.R.S. 31-12-108; with published notice in the Colorado Hometown News, on November 6, November 13, November 20, and November 27, 2013.

Staff Recommendation:

Approval of Ordinance 01-2014; an Ordinance Annexing the Isabelle Annexation No. 1 and No. 2 property to the Town of Erie.

Staff Review:

- ___ Town Attorney
- ___ Town Clerk
-  Community Development Director
- ___ Finance Director
- ___ Police Chief
- ___ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- A. Ordinance 01-2014
- B. Annexation Maps

ATTACHMENT A

ORDINANCE NO. 01-2014

Series of 2014

AN ORDINANCE ANNEXING THE ISABELLE ANNEXATION NO. 1 AND NO. 2 PROPERTIES, PURSUANT TO THE PETITION OF THE OWNER THEREOF, TO BE KNOWN AS THE ISABELLE ANNEXATION NO. 1 AND NO. 2 ANNEXATIONS TO THE TOWN OF ERIE, COLORADO; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, a Petition for Annexation (“Petition”) has been filed by the Town of Erie, PO Box 750, 645 Holbrook Street, Erie, Colorado, 80516, for the annexation to the Town of the following described real property (“Property”); to wit:

See “Exhibit A,” attached hereto and incorporated herein by this reference.

WHEREAS, a public hearing was held on said Petition pursuant to statute on December 10, 2013; and

WHEREAS, the Board of Trustees by Resolution determined that the applicable parts of C.R.S. 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. 31-12-107(2), and that no additional terms and conditions are to be imposed; and

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described Property be annexed to the Town of Erie, Colorado; and

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Erie, Colorado; that;

Section 1. The above described Property is hereby annexed to and included within the town limits of the Town of Erie.

Section 2. The proposed annexation is consistent with the Town of Erie Three Mile Annexation Plan.

Section 3. The Mayor and Town Clerk are authorized and directed to complete all the necessary procedures and sign all necessary documents required for annexation of said Property to the Town including filing the required certified copies of the annexation ordinance and a map of the area to be annexed containing a legal description of such area with the Weld County Clerk and Recorder.

Section 4. Zoning of the Property. Requested zoning for the property is ‘PLI’ – Public Lands and Institutions. Zoning shall be accomplished by separate

ordinance whose effective date shall not be sooner than the effective date of this annexation ordinance.

Section 5. Severance Clause. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 6. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed. The repeal established herein shall not be construed to revive any ordinance Code provision or part thereof that had been previously repealed by any ordinance which is repealed by this Ordinance.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 14TH DAY OF JANUARY, 2014.

PUBLISHED IN FULL ON THE _____ DAY OF _____, 2014.

**TOWN OF ERIE, COLORADO, a
Colorado municipal corporation**

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

EXHIBIT A
Legal Description

PARCEL A:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING PART OF THE ISABELLE ROAD RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 22, FROM WHENCE THE WEST-CENTER SIXTEENTH CORNER OF SAID SECTION 22 BEARS N89°22'55"W A DISTANCE OF 1335.10 FEET; THENCE S00°21'45"W A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ERIE PARKWAY AND ISABELLE ROAD; THENCE N89°22'55"W ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ISABELLE ROAD A DISTANCE OF 30.00 FEET; THENCE N81°04'58"W A DISTANCE OF 207.84 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 22; THENCE N83°21'19"E A DISTANCE OF 237.30 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ISABELLE ROAD AND ERIE PARKWAY; THENCE S00°21'45"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 7,516 SQUARE FEET OR 0.173 ACRE, MORE OR LESS.

PARCEL B:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING PART OF THE NORTH 109TH STREET RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, FROM WHENCE THE WEST-CENTER SIXTEENTH CORNER OF SAID SECTION 22 BEARS S00°11'15"W A DISTANCE OF 498.15 FEET; THENCE S89°15'15"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 109TH STREET; THENCE S11°48'00"W A DISTANCE OF 149.46 FEET TO A POINT ON THE SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE N11°20'49"W A DISTANCE OF 150.03 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 109TH STREET; THENCE S89°15'15"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,401 SQUARE FEET, OR 0.101 ACRE, MORE OR LESS.

and

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING PART OF THE ISABELLE ROAD RIGHT OF WAY AND THE NORTH 109TH STREET RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 22, FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION 22 BEARS S89°22'55"E A DISTANCE OF 235.53 FEET; THENCE S81°04'58"E A DISTANCE OF 207.84 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ERIE PARKWAY AND ISABELLE ROAD; THENCE N89°22'55"W ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ISABELLE ROAD A DISTANCE OF 1335.01 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 109TH STREET EXTENDED TO THE SOUTH; THENCE N00°11'15"E ALONG SAID WEST LINE A DISTANCE OF 528.22 FEET; THENCE S11°20'49"E A DISTANCE OF 150.03 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE N11°48'00"E A DISTANCE OF 149.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 109TH STREET; THENCE S00°11'15"W ALONG SAID EAST LINE A DISTANCE OF 404.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ISABELLE ROAD; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING THREE (3) COURSES:

- 1) S34°15'44"E A DISTANCE OF 48.49 FEET;
- 2) S84°44'45"E A DISTANCE OF 292.26 FEET;
- 3) S89°22'55"E A DISTANCE OF 986.64 FEET;

THENCE S83°21'19"W A DISTANCE OF 237.30 FEET TO THE POINT OF BEGINNING;

CONTAINING 102,709 SQUARE FEET OR 2.358 ACRES, MORE OR LESS.

ATTACHMENT B

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT**
Consideration of Ordinance 02-2014: An Ordinance Zoning The Isabelle Annexation No. 1 And No. 2 Properties, Pursuant To The Petition Of The Owner Thereof, To PLI-Public Lands And Institutions, Providing For The Effective Date Of This Ordinance; And Setting Forth Details In Relation Thereto. Second Reading.

CODE: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

FISCAL	Cost as Recommended:	n/a
INFORMATION:	Balance Available:	n/a
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF
RECOMMENDATION: Approval of Ordinance 02-2014; an Ordinance Zoning the Isabelle Annexation No. 1 and No. 2 property to PLI – Public Lands and Institutions.

PLANNING
COMMISSION
RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

GENERAL INFORMATION:

Applicant: Town of Erie
P.O. Box 750
Erie, CO 80516
(303) 926-2700

Contact Person: Town of Erie
Attn: A.J. Krieger
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
(303) 926-2700

Requested Action: Approval of the Initial Zoning of the Isabelle Annexation No. 1 and No. 2 property.

Location:

The site is located between North 109th Street and North 111th Street on Erie Parkway and is generally described as the a portion of Section 22, Township 1 North, Range 69 West of the 6th Principle Meridian. The site is highlighted in red below.



BACKGROUND INFORMATION:

The Town of Erie has submitted a Petition for Annexation for approximately 2.6 acres of unincorporated Boulder County property into the Town of Erie. The property proposed for annexation consists of road – right-of-way for Erie Parkway and North 109th Street. The application has been processed in accordance with C.R.S. 31-12-101, et seq., as amended, and the Section 7.15, of the Town of Erie Unified Development Code. The applicant has requested that the property be zoned PLI – Public Lands and Institutions.

Existing Zoning: 'A' – Agricultural (Boulder County)

Existing Land Use: Public road right-of-way

Size: Approximately 2.6 acres

Adjacent Zoning and Comprehensive Plan Land Use Designation:

	CURRENT ZONING	COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION
NORTH	A - Agricultural (Boulder County)	RR – Rural Residential
SOUTH	A - Agricultural (Boulder County)	AG - Agricultural
EAST	A - Agricultural (Boulder County)	AG - Agricultural
WEST	A - Agricultural (Boulder County)	AG - Agricultural

STAFF ANALYSIS AND FINDING'S:

Compliance with Town Standards:

Staff finds the application is consistent with the approval criteria of Section 7.4, Initial Zoning, of the Town of Erie Municipal Code:

1. THE INITIAL ZONING WILL PROMOTE THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE;

Staff Comment: The property will continue to be used as road right-of-way.

2. THE INITIAL ZONING IS CONSISTENT WITH THE TOWN'S COMPREHENSIVE MASTER PLAN AND THE PURPOSES OF THIS CODE;

Staff Comment: The proposed zoning is consistent with the 2005 Town of Erie Comprehensive Plan recommendation of residential uses.

3. THE INITIAL ZONING IS CONSISTENT WITH THE STATED PURPOSE OF THE PROPOSED ZONING DISTRICT;

Staff Comment: The proposed zoning is consistent with the stated purpose of the PLI zone district.

4. ADEQUATE FACILITIES AND SERVICES (INCLUDING ROADS AND TRANSPORTATION, WATER, GAS, ELECTRIC, POLICE AND FIRE PROTECTION, AND SEWAGE AND WASTE DISPOSAL, AS APPLICABLE) WILL BE AVAILABLE TO SERVE THE SUBJECT PROPERTY WHILE MAINTAINING ADEQUATE LEVELS OF SERVICE TO EXISTING DEVELOPMENT;

Staff Comment: The property will continue to be used as road right-of-way.

5. THE INITIAL ZONING IS NOT LIKELY TO RESULT IN SIGNIFICANT ADVERSE IMPACTS UPON THE NATURAL ENVIRONMENT, INCLUDING AIR, WATER, NOISE, STORM WATER MANAGEMENT, WILDLIFE, AND VEGETATION, OR SUCH IMPACTS WILL BE SIGNIFICANTLY MITIGATED;

Staff Comment: No significant adverse impacts are anticipated to properties in the vicinity of the subject property as the proposed use of the property is not changing.

6. THE INITIAL ZONING IS NOT LIKELY TO RESULT IN SIGNIFICANT ADVERSE IMPACTS UPON OTHER PROPERTY IN THE VICINITY OF THE SUBJECT PROPERTY; AND

Staff Comment: No significant adverse impacts are anticipated to properties in the vicinity of the subject property as the proposed use of the property is not changing.

7. FUTURE USES ON THE SUBJECT TRACT WILL BE COMPATIBLE IN SCALE WITH USES ON OTHER PROPERTIES IN THE VICINITY OF THE SUBJECT TRACT.

Staff Comment: Future use of the property will continue to be road right-of-way.

Public Notice:

The Initial Zoning is in compliance with the required noticing requirements of C.R.S. 31-12-108; with published notice in the Colorado Hometown News, on November 6, November 13, November 20, and November 27, 2013.

Staff Recommendation:

Approval of Ordinance 02-2014; an Ordinance Zoning the Isabelle Annexation No. 1 and No. 2 property to PLI – Public Lands and Institutions.

Staff Review:

____ Town Attorney
____ Town Clerk
 Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

A. Ordinance 02-2014

ATTACHMENT A

ORDINANCE NO. 02-2014

Series of 2014

AN ORDINANCE ZONING THE ISABELLE ANNEXATION NO. 1 AND NO. 2 PROPERTIES, PURSUANT TO THE PETITION OF THE OWNER THEREOF, TO 'PLI' – PUBLIC LANDS AND INSTITUTIONS; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, a request for initial zoning has been filed by the Town of Erie, PO Box 750, 645 Holbrook Street, Erie, Colorado, 80516, for the zoning of the following described real property (“Property”) simultaneously with the annexation of the Property to the Town, to wit:

See “Exhibit A,” attached hereto and incorporated herein by this reference.

WHEREAS, the initial zoning of land while annexation is underway is authorized by C.R.S. 31-12-115; and

WHEREAS, a public hearing was held on said request in combination with the requested annexation of the property on December 10, 2013; and

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described Property be zoned ‘PLI’ – Public Lands and Institutions in accordance with application for initial zoning and Title 10 of the Municipal Code of the Town of Erie, Colorado;

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Erie, Colorado; that;

Section 1. The above described Property is hereby zoned ‘PLI’ – Public Lands and Institutions. All activities conducted on the Property shall be in conformance with the applied zoning as identified in Title 10 of the Municipal Code of the Town of Erie, Colorado.

Section 2. The official zone district map of the Town of Erie, dated November 5, 2013, shall be amended by the designation of the above described Property as ‘PLI’ – Public Lands and Institutions.

Section 3. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage or upon the affixation of signatures on the annexation map and the annexation ordinance and the recording of the same, whichever occurs later.

Section 4 Validity. If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such invalidity shall not

affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the Ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid

INTRODUCED, READ, ADOPTED, ORDERED AND PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 14TH DAY OF JANUARY 2014.

PUBLISHED IN FULL ON THE _____ DAY OF _____, 2014.

**TOWN OF ERIE, COLORADO, a
Colorado municipal corporation**

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

EXHIBIT A
Legal Description

PARCEL A:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING PART OF THE ISABELLE ROAD RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 22, FROM WHENCE THE WEST-CENTER SIXTEENTH CORNER OF SAID SECTION 22 BEARS N89°22'55"W A DISTANCE OF 1335.10 FEET; THENCE S00°21'45"W A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ERIE PARKWAY AND ISABELLE ROAD; THENCE N89°22'55"W ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ISABELLE ROAD A DISTANCE OF 30.00 FEET; THENCE N81°04'58"W A DISTANCE OF 207.84 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 22; THENCE N83°21'19"E A DISTANCE OF 237.30 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ISABELLE ROAD AND ERIE PARKWAY; THENCE S00°21'45"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 7,516 SQUARE FEET OR 0.173 ACRE, MORE OR LESS.

PARCEL B:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING PART OF THE NORTH 109TH STREET RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, FROM WHENCE THE WEST-CENTER SIXTEENTH CORNER OF SAID SECTION 22 BEARS S00°11'15"W A DISTANCE OF 498.15 FEET; THENCE S89°15'15"E A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 109TH STREET; THENCE S11°48'00"W A DISTANCE OF 149.48 FEET TO A POINT ON THE SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE N11°20'49"W A DISTANCE OF 150.03 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 109TH STREET; THENCE S89°15'15"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,401 SQUARE FEET, OR 0.101 ACRE, MORE OR LESS.

and

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING PART OF THE ISABELLE ROAD RIGHT OF WAY AND THE NORTH 109TH STREET RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 22, FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION 22 BEARS S89°22'55"E A DISTANCE OF 235.53 FEET; THENCE S81°04'58"E A DISTANCE OF 207.84 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ERIE PARKWAY AND ISABELLE ROAD; THENCE N89°22'55"W ALONG THE SOUTH RIGHT OF WAY LINE OF SAID ISABELLE ROAD A DISTANCE OF 1335.01 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 109TH STREET EXTENDED TO THE SOUTH; THENCE N00°11'15"E ALONG SAID WEST LINE A DISTANCE OF 528.22 FEET; THENCE S11°20'49"E A DISTANCE OF 150.03 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE N11°48'00"E A DISTANCE OF 149.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 109TH STREET; THENCE S00°11'15"W ALONG SAID EAST LINE A DISTANCE OF 404.88 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ISABELLE ROAD; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING THREE (3) COURSES:

- 1) S34°15'44"E A DISTANCE OF 48.49 FEET;
- 2) S84°44'45"E A DISTANCE OF 292.26 FEET;
- 3) S89°22'55"E A DISTANCE OF 988.64 FEET;

THENCE S83°21'19"W A DISTANCE OF 237.30 FEET TO THE POINT OF BEGINNING;

CONTAINING 102,709 SQUARE FEET OR 2.358 ACRES, MORE OR LESS.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: January 14, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Ordinance No. 03-2014, An Ordinance Amending the Town of Erie Standards and Specifications for Design and Construction of Public Improvements 2013 Edition; And, Setting Forth Details In Relation Thereto. **(Second Reading)**

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Public Works Director**
Russell Pennington, Deputy Director of Public Works

FISCAL INFORMATION: Cost as Recommended: \$
Balance Available: \$
Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: **Consideration of Second Reading of Ordinance No. 03-2014, Amending Standards and Specifications for Design and Construction of Public Improvements, 2013 Edition; And Setting Forth Details In Relation Thereto**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2013 Edition of Standards and Specifications for Design and Construction of Public Improvements (Standards and Specifications) was adopted by the Board of Trustees in December 2012. In order to insure the Standards and Specifications are kept current, periodic updates are necessary.

Since the last update, there have been changes in some industry standards and materials and construction practices that require updating this document. We have updated and reviewed these changes for the 2014 Edition of the Standards and Specifications and also made some clarifications. A summary of these changes is attached. These Standards and Specifications are consistent with the most recent Unified Development Code.

Per statute requirement, prior to consideration of Ordinance 03-2014 a Public Hearing should be held. Copies of Ordinance 03-2014 along with the amended language are available in the Town Clerk's Office for review.

Ordinance Adopted by Reference Timetable:

First Publication (Notice of Public Hearing)	November 20, 2013
First Reading	December 10, 2013
Second Reading	January 14, 2014
Ordinance Publication	January 22, 2014
Ordinance Effective	February 21, 2014

Staff Review:

_____ Town Attorney
_____ Town Clerk
_____ Community Development Director
_____ Finance Director
 _____ Police Chief
_____ Public Works Director

Approved by:


_____ **A.J. Krieger**
Town Administrator

ATTACHMENTS:

- a. Ordinance No. 03-2014
- b. Summary of Changes

ORDINANCE NO. 03-2014
Series 2014

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, REPEALING THE 2013 EDITION STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS; ADOPTING BY REFERENCE THE 2014 EDITION STANDARDS AND SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, It has been determined by the Board of Trustees of the Town of Erie, Colorado, that it is necessary and expedient to repeal the 2013 EDITION Standards and Specifications for Design and Construction of Public Improvements as previously adopted by the Town, and to adopt, by reference, the 2014 EDITION Standards and Specifications for Design and Construction of Public Improvements, published by the Town of Erie in November, 2013, setting forth the specific design and construction specifications required for the construction of public improvements in the Town of Erie; and,

WHEREAS, the Colorado state statutes provide that the 2014 EDITION Standards and Specifications for Design and Construction of Public Improvements as set forth above may be adopted by reference; and,

WHEREAS, after the introduction of this adopting Ordinance a public hearing was scheduled and held following notice of the public hearing published twice, once as least fifteen (15) days preceding the public hearing and once at least eight (8) days preceding the public hearing, as required by Colorado statute; and,

WHEREAS, three (3) copies of the 2014 EDITION Standards and Specifications for Design and Construction of Public Improvements were and are on file in the Town of Erie Clerk's office; and,

WHEREAS, all penalty clauses, if any, contained in the 2014 EDITION Standards and Specifications for Design and Construction of Public Improvements are set forth in full herein and shall be published along with this adopting Ordinance in full upon adoption; and,

WHEREAS, it is deemed to be in the best interest of the public health, safety and welfare of the residents of the Town of Erie for the Town of Erie to adopt, by reference, the 2014 EDITION Standards and Specifications for Design and Construction of Public Improvements.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The 2013 EDITION Standards and Specifications for Design and Construction of Public Improvements as previously adopted by the Town are hereby repealed in their entirety.

Section 2. The 2014 EDITION Standards and Specifications for Design and Construction of Public Improvements, three (3) copies of which are on file in the Town of Erie Clerk's office, are hereby adopted by reference.

Section 3. The 2014 EDITION Standards and Specifications for Design and Construction of Public Improvements adopted herein by reference contain no separate penalty clauses.

Section 4. All references to Town Standards and Specifications as contained in the Erie Municipal Code shall refer to the 2014 EDITION Standards and Specifications for Design and Construction of Public Improvements as adopted by reference herein.

Section 5. Severance Clause. 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 Board of Trustees of the Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part of parts may be declared invalid or unconstitutional.

Section 6. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed. The repeal established herein shall not be construed to revive any ordinance Code provision or part thereof that had been previously repealed by any ordinance which is repealed by this Ordinance.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 14TH DAY OF JANUARY, 2014.

PUBLISHED IN FULL ON THE _____ DAY OF JANUARY, 2014.

TOWN OF ERIE, COLORADO, a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, CMC, Town Clerk

Standards and Specifications Changes & Updates 2014 Edition

The following updates/changes to the Town of Erie's Standards and Specifications for Design and Construction of Public Improvements have been PROPOSED:

COVER SHEET-

- Updated edition date.

TABLE OF CONTENTS-

- No Changes.

SECTIONS-

- All sections were adjusted and pages renumbered for proper page breaks
- All sections: Director of Public Works updated to Public Works Director

SECTION 100- Title, Scope and General Requirements

- **Paragraph 131.01** Added the words in red to this paragraph.
All work to be completed on the project shall be performed during regular working hours as defined in Section 171.00 of these STANDARDS AND SPECIFICATIONS as adopted by Municipal Code. The Contractor will not permit overtime work outside of regular working hours or the performance of work on Saturday, Sunday or any legal holiday without receiving written consent from the Director of Public Works. **Requests for weekend work approval must be submitted, in writing to the Town of Erie no later than Wednesdays at 3:30pm for the subsequent weekend and requests for Holiday work approval must be submitted, in writing to the Town of Erie no later than 7:00am - 2 business days prior to the Holiday.** All expenses incurred by the Town shall be reimbursed at a rate to be determined by Director of Finance.
- **Paragraph 141.06** – Removed last sentence and added: Unless otherwise directed by the Director of Public Works, a water truck shall always be on-site and all disturbed areas of a project shall be watered to prevent dust and wind-caused erosion.
- **Paragraph 141.07** Changed the word approved to accepted in 2 locations.
- **Paragraph 143.00** Changed the word approved to accepted.
- **Paragraph 151.04** Changed the word approved to accepted.
- **Add Paragraph 161.02** Add section for Preliminary Construction Plan Requirements
- **Paragraph 161.03:**
 - Added “Final Construction Plans shall accompany all Final Plat submittals.”
 - Added Key Map and Vicinity Map to Final Construction Plan requirements.
- **Paragraph 161.03.07** Changed approved to accepted.
- **Paragraph 162.01.04:**
 - Changed approved to accepted in 2 locations.
 - Added Engineer’s Certification and Town Acceptance wording for Preliminary Drainage Reports.

Proposed change for 2014 Edition:

Structural sections for streets shall be composite sections of base and asphalt.

Structural sections for streets shall be designed by a qualified soils engineer based on the Equivalent (18 Kip) Daily Load Applications (EDLA) for a twenty (20) year service life and the subgrade support analysis. The soils analysis shall be performed in accordance with AASHTO standard methods of surveying and sampling Soils. The field investigation shall consist of boring subgrade soils to a depth of at least four feet below proposed subgrade elevation (nine (9) feet below proposed subgrade on arterial roadways), at spacing of not more than two hundred fifty (250) feet, or a minimum of one boring for each section of street. The Hveem Stabilometer design method will be used for arterial streets, and either the Hveem Stabilometer or the California Bearing Ratio (CBR) design method will be used for all other streets. The structural section will consist of a granular base with an asphaltic concrete wearing surface or stabilized subgrade with full depth asphalt. The preliminary structural section will be a twenty (20) year design section with a temporary cross slope of 1.2% - 1.6% from flow line to centerline as shown in the Standard Drawings. The following standards provide the minimum acceptable pavement sections for public roadways in the Town of Erie. These pavement thicknesses may be used for preliminary planning purposes. Final pavement designs must be based on **a geotechnical pavement design.**

	EDLA	Composite Section Minimums	
		Base	Asphalt
Local Residential			
< 50 D.U.	8	8"	4"
> 50 D.U.	10	8"	4"
Collector			
Residential Zoning	30	8"	4"
Commercial/Industrial	100	9"	6"
Minor Arterial	200	9"	6"
Principal Arterial	200	12"	8"

- **Paragraph 538.00**

2013 Edition: The minimum moisture content will be not less than two percent (2%) below the "Standard Optimum", more than two percent (2%) above the "Standard Optimum"

Proposed change for 2014 Edition: The moisture content will be maintained within +/- two percent (2%) of optimum moisture for A-1 through A-5 materials and optimum to two percent (2%) above for A-6 and A-7-6 materials during compaction.

- **Paragraph 563.02** Removed the 4" thick option. Note changes in red below.

2013 Edition: Sidewalks will be four inches (4") thick where detached, or six inches (6") thick where attached, unless noted otherwise on the accepted plans, and shall be constructed to the dimensions shown on the accepted plans.

Proposed change for 2014 Edition: Sidewalk will be six inches (6") thick where detached or attached, unless noted otherwise on the accepted plans, and shall be constructed to the dimensions shown on the accepted plans.

- Changed eighth paragraph to: Parking lots that serve as detention storage ponds must not have a storage depth of more than 1 foot. Parking lots that serve as detention storage ponds should place notification signs that the area is a pond during a rainfall event. The signs shall be permanent and high quality, meeting both the Town's specifications for traffic signs and the Manual on Uniform Traffic Control Devices (MUTCD). Parking lot detention shall not be used at critical facilities as determined by the Director of Public Works. Critical facilities may include, but are not limited to, hospitals, fire stations, police stations, schools, and potential gathering places that may be used in the event of an emergency.
- **Table 800-4** Changed release rate values to match current the current Urban Storm Drainage Criteria Manual.
- **Paragraph 814.10** Changed first sentence to: Detention facilities with drainage areas less than ~~90~~ **160** acres are to be designed using the compensating detention procedure if any runoff is to flow undetained from the subject property.
- **Added Paragraph 814.12** – Simplified Full-Spectrum Detention Sizing
- **Table 800-8** Changed last sentence in the Local & Collector section to: The depth of water over the gutter flow line will not exceed 18 inches and **12 inches for collector streets.**
- **Paragraph 834.00** Added sentence: **A water truck shall be kept on-site at all times during land disturbing activities to control wind erosion and dust.**
- **Paragraph 834.00**
2013 Edition: Refer to Section 154.00, Inspections, of these STANDARDS AND SPECIFICATIONS.
Proposed change for 2014 Edition:
Construction Acceptance: Prior to construction acceptance the Contractor, at the Contractor' expense, will jet-vac the storm sewer and have the lines inspected with TV video equipment (a copy of the video tape and written report must be supplied to the Town). If, after visual inspection of the storm sewer system and video, the Director of Public Works suspects that there is a problem, he may require that further tests shall be completed by the Contractor at the Contractor's expense. Should any inadequacies be found, the Contractor shall make repairs deemed necessary to correct the problem.
Final Acceptance: Prior to final acceptance the Contractor, at the Contractor' expense, will jet-vac the storm sewer and have the lines inspected with TV video equipment (a copy of the video tape and written report must be supplied to the Town). If, after visual inspection of the storm sewer system and video, the Director of Public Works suspects that there is a problem, he may require that further tests shall be completed by the Contractor at the Contractor's expense. Should any inadequacies be found, the Contractor shall make repairs deemed necessary to correct the problem.

SECTION 900 – Traffic Control Devices

- **Paragraph 923.00** In first sentence; change the word approval to acceptance.
- **Paragraph 925.00**
 - Added design standards for residential, collector, and arterial street lighting.
 - Added *Poles shall be placed on alternating sides of the street.
- **Paragraph 925.02** Added. "Residential Street Lighting". All intersections and cul-de-sac bulbs shall have a minimum of one light. If a segment of street between intersections is greater than 450 (four hundred-fifty) feet and less than 600 (six hundred) feet, a light shall be installed at the center of the segment. Residential lighting shall be 25 feet in height unless otherwise approved by the Town.
- **Paragraph 925.03** Added. "Collector Street Lighting". Collector lighting shall be 250 watt high pressure sodium on metal or fiberglass poles 25 (twenty-five) feet in height. The light fixture shall have a flat lens and the poles shall be dark in color unless otherwise approved by the Town. A minimum of two lights shall be placed on diagonal corners at all intersections and signalized locations. Collector lighting shall be 25 (twenty-five) feet in height unless otherwise approved by the Town.

- **Paragraph 1052.13**
2013 Edition: Connectors: 3M's DBYR6 (or approved equivalent) water resistant connectors will be used in making wire connections, including connections in valve boxes.
Proposed change for 2014 Edition: Connectors: 3M's DBYR6 (or approved equivalent) water resistant connectors will be used in making wire connections. All wire connections must be above ground, in valve boxes. A 10 inch-round valve box is the minimum size for all wire splice housing.
- **Paragraph 1052.14**
2013 Edition: All PVC main line from one (1) inch through three (3) inches diameter shall be solvent weld type. All PVC main larger than three (3) inches diameter shall be connected using ductile iron fittings.
Proposed change for 2014 Edition: All PVC main line from one (1) inch through two and one-half (2.5) inches diameter shall be solvent weld type. All PVC main three (3) inches diameter or larger shall be connected using ductile iron fittings.
- **Paragraph 1062.01**
 - Changed title from Mulch to Wood and Rock Mulch
 - Added paragraph: Larger rock cobble (4-8") may be suitable for areas where plant materials are not planned and may be considered by Town staff on a case-by-case basis. The Parks Superintendent or his designee will make this allowance if applicable.
- **Paragraph 1062.02** Added the words in red to paragraph: Class One organic material will be dry, well-rotted, minimum one (1) year old poultry, horse, sheep or dairy cow manure.
- **Paragraph 1062.05**
2013 Edition: All trees shall be staked and guyed using the following material:
 Stakes: Six (6) foot steel tee posts for deciduous trees
 Two (2) foot steel tee posts for coniferous trees
 Wires: A double strand of number twelve (12) gauge galvanized wire
 Nylon straps: One and one-half inch (1 ½) wide nylon strap with eyelets at each end.
Proposed change for 2014 Edition: All trees shall be staked and guyed using the following material:
 Stakes: Six (6) foot steel tee posts for deciduous trees; two (2) foot steel tee-posts for coniferous trees.
 Straps to be DeepRoot, ArborTie7 or Town-approved equivalent; flat, woven polypropylene, with 900 pound (or greater) break strength; green in color.
- **Paragraph 1062.06** Added the words in red: Contractor shall furnish material samples (mulch, sod, stone, compost and soil amendments, etc.) on request by the Town.
- **Paragraph 1062.07**
 - Add following statement: Due to likely quarantine and potential ban on use of Fraxinus (Ash) species due to Emerald Ash Borer, NO Ash trees will be approved by the Town at this time. *This statement to be in bold.*
 - Change evergreen tree minimum from eight (8) feet tall or larger to (6) feet tall or larger.
 - Added the words in red: Balled and Burlapped trees shall have a solid ball of earth of minimum or greater specified size (see enclosed chart below) firmly wrapped with burlap or similar materials and held in place securely bound with twine or rope.
 - Changed subtitle from Town of Erie Approved Tree List to Town of Erie/Front Range Tree Recommendation List and updated current list to the Front Range Tree Recommendation List
 - Added Paragraph: The Town of Erie has adopted the Front Range Tree Recommendation List. Additional trees may be added to the list upon a determination that the trees are appropriate for inclusion. Contact the Parks Division-Forestry section staff for approval of trees that are not listed. As well as a breakdown of the 4 ratings (A·B·C·D).

- **Paragraph 1072.01.02**
2013 Edition: Four (4) inches of suitable infield mixture consisting of approximately seventy (70) percent sand and thirty (30) percent clay/silt with eight (8) pounds Stabilizer™ organic binder per ton shall be installed.
Proposed change for 2014 Edition: Four (4) inches of suitable infield mixture consisting of approximately seventy (70) percent sand and thirty (30) percent clay/silt with eight (8) pounds Stabilizer™ organic binder and eighty (80) pounds of Turface MVP calcined clay infield conditioner per ton shall be installed.
- **Paragraph 1072.03.01** Bullet point “a” and “b” add Shutt™
- **Paragraph 1072.03.02** Bullet point “D” add words in red: Nets shall be made of five and one half (5 ½) inch square mesh made of a minimum three (3) mm twisted twine, white in color
- **Paragraph 1073.04**
 - Bullet point “D” add words in red: Wear mats shall be installed at all entrances and exits of composite structures, slide exits and swing bay areas, excluding bucket swing bays.
 - Bullet point “b” delete words in red: Six feet by three feet (6’ x 3’) mats are required for belt swing centered under each belt swing oriented in the direction of travel.
- **Paragraph 1073.06.01** Remove sentence from paragraph: The Contractor shall also be responsible for the protection of surfacing during the construction process.
- **Paragraph 1083.02** Added sentence: A two foot (2’) change from centerline, alternating from side to side every 100 feet (100’) is the standard used by the Town.
- **Paragraph 1083.04** Added paragraph.
 - Title: Requirement For Flared Ends at Intersecting Trail Connections
 - Information: At each trail intersection, there shall be a flared end to assist maintenance vehicles, pedestrians and cyclists in navigating the turn. At ninety (90) degree intersections, a three foot (3’) flare shall be placed. For more information, see the Standard Detail Sheet which shows this requirement. If not clearly shown on approved construction drawings, trails which intersect at an orientation other than ninety (90) degrees will be field-fitted to create an appropriate flared trail connection.
- **Original Paragraph 1083.04** Renumbered to 1083.05
- **Original Paragraph 1083.05** Renumbered to 1083.06
- **Paragraph 1084.05** Bullet point “D” added. Information: At least one approved trash receptacle per wayside shall be included.

STANDARD DETAILS:

Curb/Gutter and Sidewalk Details

- **SW13** Vertical Curb, Gutter and Detached Sidewalk- Remove 4” Thick and only show 6” Thick

Streets Details

- **ST16** Added picture detailing the underdrain.
- **ST17** Added note: Place a Valve Box Top with “Sewer” Lid and 6” thick Concrete Collar at all 4” Perforated Underdrain Cleanouts

Sanitary Sewer Details

- **SS6** Added Note 3: For watertight applications a submittal is required.
- **SS7** Removed

Storm Sewer Details

- **STM1** – SINGLE LOT EROSION CONTROL Change “SF” to Perimeter BMP’s

Water Details

- No Changes

- **Paragraph 1052.13**
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- **Paragraph 925.03** Added. “Collector Street Lighting”. Collector lighting shall be 250 watt high pressure sodium on metal or fiberglass poles 25 (twenty-five) feet in height. The light fixture shall have a flat lens and the poles shall be dark in color unless otherwise approved by the Town. A minimum of two lights shall be placed on diagonal corners at all intersections and signalized locations. Collector lighting shall be 25 (twenty-five) feet in height unless otherwise approved by the Town.

- **Paragraph 1072.01.02**
2013 Edition: Four (4) inches of suitable infield mixture consisting of approximately seventy (70) percent sand and thirty (30) percent clay/silt with eight (8) pounds Stabilizer™ organic binder per ton shall be installed.
Proposed change for 2014 Edition: Four (4) inches of suitable infield mixture consisting of approximately seventy (70) percent sand and thirty (30) percent clay/silt with eight (8) pounds Stabilizer™ organic binder and eighty (80) pounds of Turface MVP calcined clay infield conditioner per ton shall be installed.
- **Paragraph 1072.03.01** Bullet point “a” and “b” add Shutt™
- **Paragraph 1072.03.02** Bullet point “D” add words in red: Nets shall be made of five and one half (5 ½) inch square mesh made of a minimum three (3) mm twisted twine, white in color
- **Paragraph 1073.04**
 - Bullet point “D” add words in red: Wear mats shall be installed at all entrances and exits of composite structures, slide exits and swing bay areas, excluding bucket swing bays.
 - Bullet point “b” delete words in red: Six feet by three feet (6’ x 3’) mats are required for belt swing centered under each belt swing oriented in the direction of travel.
- **Paragraph 1073.06.01** Remove sentence from paragraph: The Contractor shall also be responsible for the protection of surfacing during the construction process.
- **Paragraph 1083.02** Added sentence: A two foot (2’) change from centerline, alternating from side to side every 100 feet (100’) is the standard used by the Town.
- **Paragraph 1083.04** Added paragraph.
 - Title: Requirement For Flared Ends at Intersecting Trail Connections
 - Information: At each trail intersection, there shall be a flared end to assist maintenance vehicles, pedestrians and cyclists in navigating the turn. At ninety (90) degree intersections, a three foot (3’) flare shall be placed. For more information, see the Standard Detail Sheet which shows this requirement. If not clearly shown on approved construction drawings, trails which intersect at an orientation other than ninety (90) degrees will be field-fitted to create an appropriate flared trail connection.
- **Original Paragraph 1083.04** Renumbered to 1083.05
- **Original Paragraph 1083.05** Renumbered to 1083.06
- **Paragraph 1084.05** Bullet point “D” added. Information: At least one approved trash receptacle per wayside shall be included.

STANDARD DETAILS:

Curb/Gutter and Sidewalk Details

- SW13 Vertical Curb, Gutter and Detached Sidewalk- Remove 4” Thick and only show 6” Thick

Streets Details

- ST16 Added picture detailing the underdrain.
- ST17 Added note: Place a Valve Box Top with “Sewer” Lid and 6” thick Concrete Collar at all 4” Perforated Underdrain Cleanouts

Sanitary Sewer Details

- SS6 Added Note 3: For watertight applications a submittal is required.
- SS7 Removed

Storm Sewer Details

- STM1 – SINGLE LOT EROSION CONTROL Change “SF” to Perimeter BMP’s

Water Details

- No Changes

Parks Details

- **P01**-Added a quick coupler to downstream side of backflow
- **P05**- Aesthetic changes to zone wires
- **P06**-Added coiled spare wires that have always been required
- **P09**-Unions added to both side of Master Valve
- **P15**-Added 11 degree fittings to the sheet
- **P17**-Added 10in. valve box
- **P18**-Made it more clear what components were interior and which were exterior to the pedestal.
- **P20A**-Changes made to tree staking materials and procedures.
- **P21**-Added a spray head with a capped nozzle that will “pop-up” and indicate when the drip system is running.
- **P26**-Aesthetic changes to make the wire path more clear.
- **Added P27** Added detail: “Typical Trail Connection With Flared Corners”

GENERAL NOTES:

Construction

- No Changes

Grading

- Change note 7 to: AT ALL TIMES, A WATER TRUCK SHALL BE ON-SITE AND THE PROPERTY SHALL BE MAINTAINED AND/OR WATERED TO PREVENT WIND-CAUSED EROSION. EARTHWORK OPERATIONS SHALL BE DISCONTINUED WHEN FUGITIVE DUST SIGNIFICANTLY IMPACTS ADJACENT PROPERTY. IF EARTHWORK IS COMPLETE OR DISCONTINUED AND DUST FROM THE SITE CONTINUES TO CREATE PROBLEMS, THE OWNER/DEVELOPER SHALL IMMEDIATELY INSTITUTE MITIGATIVE MEASURES AND SHALL CORRECT DAMAGE TO ADJACENT PROPERTY.

Roadway

- No Changes

Sewer

- No Changes

Storm Drain

- No Changes

Water

- No Changes

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: January 14, 2014

SUBJECT: **ORDINANCES - CONSENT**
Ordinance No. 04-2014: An Ordinance Of The Town Of Erie, Colorado Vacating A Portion Of A Drainage Easement; And, Setting Forth Details In Relation Thereto. Second Reading

PURPOSE: To vacate portion of a drainage easement within Flatiron Meadows.

CODE REVIEW: Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

FISCAL INFORMATION:	Cost as Recommended:	na
	Balance Available:	na
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Staff recommends the Board of Trustees approve the vacation application by approving Ordinance No. 04-2014.

PLANNING COMMISSION RECOMMENDATION: n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Applicant: Bayou Development Corp.
301 St. Charles Street, 3rd Floor
New Orleans, LA 70130

Location:
Flatiron Meadows subdivision

Requested Action:
The applicant requests vacation of a portion of a drainage easement that was dedicated to the Town by separate instrument. Vacation of a portion of the drainage easement is necessary to accommodate future road right-of-way to be dedicated as part of Flatiron Meadows Filing No. 4.

The second reading of this vacation will be concurrent and contingent upon the dedication and acceptance of the Flatiron Meadows Filing No. 4 final plat. The first reading of this vacation ordinance was under Ordinance 47-2013.

STAFF ANALYSIS AND FINDINGS:

Compliance with Town Standards:
Below are the Approval Criteria from Municipal Code 10.7.10.B.9 for review of the Vacation application. Staff finds the application in compliance with each of the criteria.

- a. The Vacation is generally consistent with the Town's Comprehensive Plan, as amended.

Staff Comment: The application is consistent with the Comprehensive Plan.

- b. The right-of-way or easement will not be utilized in the short or long term or the Town receives conveyance or dedication of substituted easements or rights-of-way appropriate to satisfy the continuing municipal need;

Staff Comment: The Town will be receiving new right-of-way as part of Flatiron Meadows Filing No. 4 final plat.

- c. The Vacation does not create an irregular right-of-way or easement configuration which could create difficulty in the provision of services or installation of public improvements;

Staff Comment: The Vacation does not create irregular shaped easements or right-of- ways.

- d. The Vacation serves the interest of the Town by removing maintenance or liability risks;

Staff Comment: Not applicable.

- e. The public benefits and utility of the Vacation request outweigh any adverse impacts of the Vacation; and

Staff Comment: No adverse impacts will be created through this Vacation.

- f. The applicant will relocate, if necessary, any public facilities or utilities located within the right-of-way or easement, and grant and/or obtain an easement for relocation of said public facilities or utilities.

Staff Comment: Relocation is not necessary.

Staff Recommendation:

Staff recommends the Board of Trustees approve the vacation application by approving Ordinance No. 04-2014.

Staff Review:

____ Town Attorney
____ Town Clerk
 Community Development Director
____ Finance Director
____ Police Chief
____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Ordinance No. 04-2014

ATTACHMENT A

ORDINANCE NO. 04-2014

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO VACATING A PORTION OF A DRAINAGE EASEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, Bayou Development Corp., a Colorado corporation (“Bayou”), previously dedicated to the Town of Erie a Drainage Easement, dated March 28, 2012 and recorded in the real property records of Boulder County on April 24, 2012 at Reception No. 03218336 (“Easement”); and

WHEREAS, The Town and Bayou now desire to vacate a portion of the Easement to accommodate future development; and

WHEREAS, the portion of the Easement desired to be vacated is not needed by the Town to serve the Bayou property; and,

WHEREAS, in order to accommodate future development the Town now desires to vacate the portion of the Easement, as more specifically set forth and legally described on Exhibit “A,” attached hereto and incorporated herein by this reference, and as indicated on the map shown on Exhibit “B,” attached hereto and incorporated herein by this reference (the “Vacation Map”).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the portion of the Easement, as more specifically legally described on Exhibit “A,” and as specifically depicted on the Vacation Map marked Exhibit “B,” be and is hereby vacated.

Section 2. That the Town hereby reserves any and all rights-of-way or easements for the continued use of existing utilities, sewer, gas, water, or similar pipelines and appurtenances, for ditches or canals and appurtenances, and for electric, telephone, and similar lines and appurtenances that may exist in the vacated area.

Section 3. That the Town of Erie be and is hereby authorized and directed to execute the necessary documents to evidence the vacation of the portion of the Easement as described herein, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Erie to said vacation documents.

Section 4. That this Ordinance vacating the portion of the Easement as described herein shall be recorded in the office of the Boulder County Clerk and Recorder in which County such Easement is located.

Section 5. Severance Clause. 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 Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 6. Repeal. All other Ordinances, or parts of any Ordinances in conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

**INTRODUCED, PASSED, ADOPTED AND APPROVED, AND ORDER
PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE
THIS ____ DAY OF _____, 2014.**

PUBLISHED IN FULL ON THE ____ DAY OF _____, 2014.

TOWN OF ERIE, COLORADO, a Colorado
municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

Exhibit A

LEGAL DESCRIPTION
DRAINAGE EASEMENT VACATION

A PARCEL OF LAND BEING A PORTION OF THAT DRAINAGE EASEMENT RECORDED AT RECEPTION NO. 03218336 IN THE RECORDS OF THE CLERK AND RECORDER OF BOULDER COUNTY, STATE OF COLORADO, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 23, WHENCE THE WEST QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°23'44" WEST, A DISTANCE OF 2626.30 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 38°30'59" WEST, A DISTANCE OF 1116.17 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID DRAINAGE EASEMENT AND THE **POINT OF BEGINNING**.

THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY BOUNDARIES OF SAID DRAINAGE EASEMENT THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 00°10'24" WEST, A DISTANCE OF 80.00 FEET;
2. SOUTH 00°00'00" EAST, A DISTANCE OF 42.83 FEET;
3. NORTH 90°00'00" WEST, A DISTANCE OF 803.10 FEET;
4. NORTH 00°00'00" EAST, A DISTANCE OF 100.00 FEET;
5. NORTH 01°05'37" EAST, A DISTANCE OF 6.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 205.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 24°22'46" EAST;

THENCE DEPARTING SAID WESTERLY BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°33'10" AN ARC LENGTH OF 87.85 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 89°49'36" EAST, A DISTANCE OF 7.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°40'40" AN ARC LENGTH OF 31.30 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 89°56'04" EAST, A DISTANCE OF 54.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°30'16" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°19'20" AN ARC LENGTH OF 31.53 FEET;

THENCE SOUTH 89°49'36" EAST, A DISTANCE OF 185.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET;



Mountain View Fire Rescue

*Making a Difference in
the Lives of Others*

About MVFR



- œ MVFR has been in service for over 50 years.
- œ The District serves 184 square miles including Dacono, Del Camino, Erie, Mead, Niwot and unincorporated areas of Boulder and Weld counties. This includes over 50,000 permanent residents and 60,000 commuters.
- œ Currently, MVFR has 6 staffed stations; beginning November, 2013 a new station was added on Highway 119.
- œ MVFR has no bonded indebtedness and continues to operate on a cash basis. MVFR has placed a strong emphasis on fiscal responsibility and superior financial management.

Personnel and Resources



Personnel

- Our apparatus is staffed with a minimum of 3 firefighters per fire engine and 2 per ambulance (including at least 1 paramedic).
- We have more than 100 employees working for the District including firefighter/paramedics, firefighters, fire officers, and administrative personnel.



Resources

- 8 Fire Trucks
- 1 75 foot Ladder Truck
- 6 Ambulances
- 5 Water Tenders
- 5 Brush Trucks
- 2 Hazardous Materials Response Units
- 1 Command Vehicle
- 4 Support Vehicles
- Several Staff Vehicles

Insurance Service Office Rating (ISO)



- Mountain View Fire Rescue has worked diligently to provide the best possible service for its residents. Included in the service is a **new lower ISO rating** moving from a 4/9 to a **3/9** as of November 1, 2013. **As the ISO rating is reduced, residents and business owners may be able to enjoy lower insurance premiums and better service from MVFR.**
- There are only 2 fire districts in Northern Colorado that have a 3 rating. Having this rating gives towns & cities the opportunity to boost economic development, as a lower ISO rating is an financial incentive for businesses to move into an area with a lower rating.



Accreditation



- ❧ MVFR has recently earned international Accreditation by the Commission on Fire Accreditation.
- ❧ This means that we have voluntarily agreed to meet a standard that is significantly higher than required by the State or Federal Government.
- ❧ The accreditation process reflects a **comprehensive self-assessment and evaluation model** that enables fire and emergency service organizations to examine their service levels and performance in a way that allows them to compare to industry best practices. This process leads to improved service delivery by helping fire departments to:
 - ❧ Determine community risk and safety needs.
 - ❧ Evaluate the performance of the department.
 - ❧ Establish a method for achieving continuous organizational improvement.
- ❧ Internationally, there are only 141 departments that are recognized with this award. **We are the first in Northern Colorado to complete this achievement.**



Specialized Divisions of MVFR

- ❧ Wildland
 - ❧ 20 personnel team members are nationally certified.
 - ❧ Several vehicles are assigned to assist in national response so that there are no negative effects to our District when teams are called out.
- ❧ Technical Rescue
 - ❧ Includes: rope rescue, tower rescue, confined space rescue, water rescue, large vehicle extrication, and stabilization, trench rescue, and structural collapse rescue.
- ❧ Hazardous Materials
 - ❧ Team members are required to possess and maintain State of Colorado Hazardous Materials Technician certification.



Current Programs



1. AEDs in Schools
2. Smoke Alarm Program
3. Sparky the Fire Safety Dog
4. Engine 10
5. 9Health Fairs
6. Car Seat Program
7. Station/Apparatus Tours
8. Back to School Crosswalk Program
9. Fire Prevention Week/Month
10. Senior Blood Pressure Checks
11. CPR/First Aid Classes
12. File of Life
13. Barnyard Safety Buddies



AEDs in Schools



- ❑ Working together with Zoll & the Mead Mavericks Booster Club, MVFR has donated 8 AEDs to SVVSD.



Car Seat Program



- ❑ 2013 was a record breaking year.
- ❑ This program is hosted at local schools and daycare centers. In 2013, we hosted 5 car seat check in Erie alone.
- ❑ Car seat checks are also available at our stations.



MAKE SURE YOUR CHILDREN ARE SAFE



CAR SEAT CHECK
Saturday March 9th
9 a.m. - 12 p.m.
Making a Difference in the Lives of Others

LOCATED AT: Motor vehicle crashes are the leading cause of death for ages 3 to 14 (based on 2008 figures, which are the latest mortality data currently available from the National Center for Health Statistics).
Erie Fire Station
50 Bonanza Drive

- Sign up for an appointment time at atallent@mvfpd.org or 303-434-5321
- Free of charge

Please bring older children and newborns so we can make sure they are in the appropriate car seat and adjusted properly for the vehicle.
For more information on Colorado's child passenger safety laws please visit www.carsafercolorado.com

Visit www.mvfpd.org for more details

Open Houses



MVFR invites the community to an open house at our stations. This event allows us to interact with the our specific communities one at a time and to focus on specific safety messages.

Open Houses will provide more safety programs in 2014, including car seat checks, the Barnyard Safety Buddies, and blood pressure checks.



MVFR in the Schools



- Back to School Crosswalk Program
- Fire Prevention Month
- Apparatus Tours



CPR/First Aid Classes



2013: 11 CPR Classes, 5 First Aid Classes

2014: 13 CPR Classes, 6 First Aid Classes (3 of the classes will be in Spanish.)

Free for residents that live or work within our District. \$10 for those who live outside of the District.

2013 classes have been completed, resulting in certification of over 200 people within our communities.



BE PREPARED TO SAVE A LIFE

CPR & FIRST AID CLASSES

CPR Classes 8:00 a.m.-12:00 p.m.
First Aid Classes 1:00 p.m. 5:00 p.m.

February 16th • CPR Class at the Ducono Station
March 16th • CPR Class at the Erie Station
March 16th • First Aid Class at the Erie Station
April 20th • CPR Class at the Niwest Station
May 25th • CPR Class at the Erie Station
June 15th • CPR Class at the Erie Station
June 15th • First Aid Class at the Erie Station
July 20th • CPR Class at the Niwest Station
July 20th • First Aid Class at the Niwest Station
August 17th • CPR Class at the Ducono Station
August 17th • First Aid Class at the Ducono Station
September 21st • CPR Class at the Erie Station
October 19th • CPR Class at the Niwest Station
October 19th • First Aid at the Niwest Station
November 16th • CPR at the Ducono Station

If interested in taking these classes or you have questions, please visit our website or call or email Community Outreach Coordinator, Terry Adams at tadams@mvfrd.org or 303-424-0321. These courses are offered free of charge to residents within the MVFR District. All classes are subject to change without notice. All classes are subject to change without notice. All classes are subject to change without notice.

Making a Difference With Prevention & Education www.MVFRD.org

September 02 Station 01 10:00am-12:00pm	March 02 Station 01 10:00am-12:00pm	June 02 Station 01 10:00am-12:00pm	September 02 Station 01 10:00am-12:00pm	December 02 Station 01 10:00am-12:00pm	February 02 Station 01 10:00am-12:00pm	May 02 Station 01 10:00am-12:00pm
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Barnyard Safety Buddies



- ❑ Created for age group 2-8.
- ❑ Designed for our demographics.
- ❑ Future plans include a children's book, QR codes to videos of animals performing the safety messages, and a mobile app.



File of Life



MVFR presented the File of Life program to the Erie Active Adults three times during 2013.

The File of Life program assists Firefighters and Firemedics to treat patients quickly and effectively.

A graphic of a red-bordered form titled "FILE OF LIFE". The form contains fields for Name, Address, and PHONE# for a patient, a doctor, and emergency contacts.

FILE OF LIFE	
Name:	_____
Address:	_____
PHONE#:	_____
Doctor:	_____
EMERGENCY CONTACTS	
Name:	_____
Address:	_____
PHONE#:	_____
Name:	_____
Address:	_____
PHONE#:	_____

MVFR Community Service Programs



- Fired up for Food Drive
- MDA Campaign
- Give Cancer the Boot
- Holiday Toy Drive
- Annual Mead Pancake Breakfast
- Christmas for the Troops



Community Events



- Tri Town Meet & Greet
- Daisy Adoption Program**
- Easter Egg Hunts (4)
- 9 Health Fairs (3)**
- Erie Town Fair**
- Colorado National 3rd of July Extravaganza**
- Carbon Valley Music Festival and Parade
- Lefthander's Day
- Weld County Fair
- Boulder County Fair
- National Night Out
- Yesteryear Antique Tractor Show
- Mead Community Days
- Mead Elementary Family Fun Night The Harvest Moon
- Niwot Nostalgia Days
- Honor Flight
- Mead Sugar Beet Festival
- Erie Harvest Festival**
- Erie Trunk or Treat**
- Mead Christmas Parade, Bonfire, and Chili Cook-off
- Erie Country Christmas**
- Dacono Tree Lighting

MVFR Involvement in Memberships and Organizations



- ❑ Fire & Life Safety Educators of Colorado
 - ❑ Safe Kids
- ❑ Colorado Drowning Prevention Task Force
- ❑ Ambassador to the Erie Chamber of Commerce
 - ❑ Members of the Mead Rotary Club



Mountain View Fire Rescue

Making a Difference in the Lives of Others

Fire Chief Mark Lawley

mlawley@mvfpd.org

Assistant Chief Dave Beebe

dbeebe@mvfpd.org

Public Relations and Media Manager Amy Tallent

atallent@mvfpd.org

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **PRESENTATION**
2013 Rocky Mountain Water Tasting Award

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**
Jon Mays, Water and Wastewater Operations Manager

FISCAL INFORMATION: Cost as Recommended: \$
Balance Available: \$
Budget Line Item Number: 000.00.00.000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Rocky Mountain Section of the American Water Works Association (RMSAWWA) is a non-profit, scientific and educational association dedicated to managing and treating water. Their mission is to provide solutions for the Rocky Mountain Region (Colorado, New Mexico, and Wyoming) to effectively manage water, the world's most important resource. As a local section of the American Water Works Association, RMSAWWA sponsors a best tasting water competition at the RMSAWWA local conference.

11 municipalities competed for the best tasting water of the Rocky Mountain region. A panel of five judges from widely varying backgrounds ranked municipalities' water on taste, odor and appearance. The winners of the competition were Town of Erie taking first place, the Pueblo Board of Water Works in second and Denver Water coming in third place. The Town of Erie was selected unanimously by the judges as the best tasting water. It was called a "landslide victory" at the competition.

The Town of Erie will represent the RMSAWWA at the national "Best of the Best" taste test at the AWWA Conference in Boston next June.

The Town received the award on September 10, 2013 at the Rocky Mountain Section of the American Water Works Association's annual conference.

Staff Review:

_____ Town Attorney
_____ Town Clerk
_____ Community Development Director
_____ Finance Director
 Police Chief
_____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: PRESENTATION
2013 Designated Design-Build Professionals™

DEPARTMENT: Public Works

PRESENTER: Gary Behlen, Director of Public Works
Jon Mays, Water and Wastewater Operations Manager

FISCAL INFORMATION: Cost as Recommended: \$
Balance Available: \$
Budget Line Item Number: 000.00.00.000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Design-Build Institute of America (DBIA) is the only organization that defines, teaches and promotes best practices in design-build, DBIA is committed not only to identifying proven means and methods of achieving success, but also celebrating people and projects that raise the bar and demonstrate what design-build done right can achieve.

DBIA national awards are given annually. DBIA project awards highlight exemplary projects that not only achieve budget and schedule goals, but that also demonstrate advanced and innovative application of total integrated project delivery, including design-build best practices. Winning projects are led by teams that have truly harnessed the power of integration to innovate and deliver projects beyond owners' expectations. Both owners and design-build teams share the glory for these awards.

The North Water Reclamation Facility Design Build team received an honors award from the Rocky Mountain region of the DBIA in 2012.

The North Water Reclamation Facility Design Build team received the national honors award on November 5, 2013 at the annual DBIA national convention.

Darin Brinkman of Burns and McDonnell Engineering will present the award to the Mayor and Board.

Staff Review:

Approved by:


A.J. Krieger
Town Administrator

_____ Town Attorney
_____ Town Clerk
_____ Community Development Director
_____ Finance Director
_____ Police Chief
 Public Works Director

ATTACHMENTS:

a.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **ORDINANCES**
Consideration of Ordinance 05-2014: An Ordinance Zoning The Golden Run Property, Pursuant To The Petition Of The Owner Thereof, To PD-Planned Development, Providing For The Effective Date Of This Ordinance; And Setting Forth Details In Relation Thereto. Second Reading.

CODE: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

FISCAL	Cost as Recommended:	n/a
INFORMATION:	Balance Available:	n/a
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF
RECOMMENDATION: Approval of Ordinance 05-2014; an Ordinance Zoning the Golden Run property to PD-Planned Development.

PLANNING
COMMISSION
RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

GENERAL INFORMATION:

**Land Owner/
Applicant:** Aaron Harber
2500 North 119th Street
Lafayette, CO 80026
(303)666-6161

Location: The site is located at the northwest corner of Vista Parkway and County Line Road and is generally described as the North ½ of Section 25, Township 1 North, Range 69 West of the 6th Principle Meridian. The site is highlighted in yellow below.



BACKGROUND INFORMATION:

The Golden Run property was annexed by the Town of Erie on October 8, 2013. State statute requires that annexed property be granted zoning within ninety days by the annexing municipality. The property owner has requested that the Golden Run property be zoned PD-Planned Development. The specifics of the permitted uses and development standards of the Golden Run property are outlined in the Golden Run Planned Development Initial Development Plan (“GRPD-IDP”).

The GRPD-IDP allows the current uses of the property (primarily single-family residential and agricultural uses) to continue on the property and be subject to the Town’s RR-Rural Residential development standards. It is the intent of the property owner to amend the GRPD-IDP in the future to allow development beyond what is allowed by the GRPD-IDP. Any proposed amendments to the GRPD-IDP will require review under Title 10 of the Town Code.

- Existing Zoning:** A – Agricultural (Unincorporated Boulder County)
- Existing Land Use:** Single family residential with agricultural and oil/gas operations
- Size:** Approximately 328 acres
- Proposed Zoning:** PD-Planned Development

Adjacent Zoning and Comprehensive Plan Land Use Designation:

	CURRENT ZONING	COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION
NORTH	PD – Planned Development (Canyon Creek Subdivision)	LDR – Low Density Residential P/OS – Parks/Public Open Space CC – Community Commercial
SOUTH	LR – Low Density Residential (Compass Subdivision) A – Agricultural (Boulder County Open Space)	LDR – Low Density Residential P/OS – Parks/Public Open Space

EAST	LI – Light Industrial	LI – Light Industrial
WEST	RR – Rural Residential (Rex Ranch Subdivision) A – Agricultural (Boulder County)	RR – Rural Residential

STAFF ANALYSIS AND FINDING’S:

Compliance with Town Standards:

Staff finds the application is consistent with the approval criteria of Section 7.23.C.9, Planned Development (PD) zoning, of the Town of Erie Municipal Code:

- a. THE PD DISTRICT ZONING IS GENERALLY CONSISTENT WITH THE PURPOSE OF THE PD ZONE DISTRICT AS SET FORTH IN UDC SECTION 2.5 AND SECTION 7.6.**

Staff Comment: The proposed Golden Run Planned Development-Initial Development Plan (“GRPD-IDP”) is generally consistent with the purpose of the PD zone district in that the special public benefit is that the Town is securing a property that has a strategic importance within the Town’s Planning Area.

- b. THE MODIFICATION TO THE UDC REGULATIONS IS BASED ON CREATIVE AND INNOVATIVE DESIGN AND AMENITIES INCORPORATED IN THE PD ZONE DISTRICT THAT COULD NOT OTHERWISE BE ACHIEVED THROUGH OTHER STANDARD ZONING DISTRICTS OR THROUGH ANOTHER MODIFICATION PROCESSES SUCH AS ALTERNATIVE EQUIVALENT COMPLIANCE IN UDC SECTION 6.1.C OR THE PUD OVERLAY DISTRICT IN UDC SECTION 2.7.D.**

Staff Comment: No modifications are proposed in the GRPD-IDP from the standards of the UDC. Review of future land use applications that propose modifications to the GRPD-IDP and UDC standards will be reviewed to ensure that innovative design and amenities are incorporated prior to future development occurring on the Golden Run property.

- c. THE PD ZONING DISTRICT WILL PROMOTE THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE.**

Staff Comment: The proposed GRPD-IDP will promote the public health, safety and general welfare of existing and future Town residents and visitors.

- d. THE PD ZONING DISTRICT IS GENERALLY CONSISTENT WITH THE TOWN OF ERIE COMPREHENSIVE PLAN; TRANSPORTATION MASTER PLAN; PARKS, RECREATION, OPEN SPACE, AND TRAILS MASTER PLAN, AND OTHER PERTINENT TOWN PLAN AND POLICY DOCUMENTS.**

Staff Comment: The proposed GRPD-IDP is generally consistent with the referenced documents. In addition, review of future land use applications will ensure general compliance with these documents.

- e. ADEQUATE AND SUFFICIENT PUBLIC SAFETY, UTILITY FACILITIES AND SERVICES, RECREATION FACILITIES, PARKS, OPEN SPACE, AND SCHOOLS ARE AVAILABLE TO SERVE THE PROPERTY, WHILE MAINTAINING SUFFICIENT LEVELS OF SERVICE TO EXISTING DEVELOPMENT.**

Staff Comment: Adequate services and facilities exist for the uses proposed in the GRPD-IDP.

- f. **THE PD ZONE DISTRICT PROVIDES ADEQUATE VEHICULAR CIRCULATION AND PARKING FACILITIES IN TERMS OF TRAFFIC VOLUMES, CONVENIENCE, SAFETY, ACCESS, SCREENING AND NOISE.**

Staff Comment: The proposed GRPD-IDP does not allow significant development beyond the current uses of the property and therefore will not have an impact on the Towns' vehicular circulation system. Review of future land use applications will ensure an adequate, convenient and safe vehicular circulation system is implemented

- g. **A PEDESTRIAN AND BICYCLE CIRCULATION SYSTEM THAT PROVIDES CONNECTIONS TO ADJACENT PROPERTIES, EXISTING AND FUTURE TRAILS, PARKS, OPEN SPACE, RECREATIONAL FACILITIES, SCHOOLS, AND OTHER PLACES OF PUBLIC GATHERING.**

Staff Comment: The proposed GRPD-IDP does not allow significant development beyond the current uses of the property and therefore will not have an impact on the Towns' pedestrian and bicycle circulation system. Review of future land use applications will ensure an adequate, convenient and safe pedestrian and bicycle circulation system is implemented.

- h. **THE PD ZONE DISTRICT IS NOT LIKELY TO RESULT IN SIGNIFICANT ADVERSE IMPACTS TO THE NATURAL ENVIRONMENT, AND SIGNIFICANT SCENIC AND HISTORIC FEATURES.**

Staff Comment: The proposed GRPD-IDP is not likely to have significant impacts on the natural environment or scenic and historical features that cannot be substantially mitigated.

- i. **THE PD ZONE DISTRICT WILL NOT RESULT IN SIGNIFICANT ADVERSE IMPACTS ON PROPERTIES IN THE VICINITY OF THE PD ZONE DISTRICT, OR SUCH IMPACTS WILL BE SUBSTANTIALLY MITIGATED.**

Staff Comment: The proposed GRPD-IDP will not result in significant adverse impacts to properties in the vicinity of the property.

- j. **PROPOSED USES WILL BE COMPATIBLE IN SCALE WITH USES ON PROPERTIES IN THE VICINITY OF THE PD ZONE DISTRICT.**

Staff Comment: The GRPD-IDP does not allow significant development beyond the current uses of the property, thus having minimum impacts on adjacent properties.

- k. **THE RESIDENTIAL AREAS OF A PD ZONE DISTRICT ALLOCATE A VARIETY OF HOUSING TYPES AND DENSITIES APPROPRIATE TO THE SIZE OF THE RESIDENTIAL DEVELOPMENT AREA.**

Staff Comment: As the GRPD-IDP does not allow significant development beyond the current uses of the property, housing diversity requirements will be addressed with future land use applications.

- l. **VISUAL RELIEF IS PROVIDED THROUGH BUILDING PLACEMENT, SHORTENED OR INTERRUPTED STREET VISTAS, VISUAL ACCESS TO OPEN SPACE, PARKS, AND OTHER DESIGN METHODS.**

Staff Comment: As the GRPD-IDP does not allow significant development beyond the current uses of the property, the referenced design methods will be addressed with future land use applications.

- m. **THE MODIFICATIONS ALLOWED IN THE PD ZONE DISTRICT HAVE BEEN MADE IN EXCHANGE FOR GREATER PUBLIC BENEFITS THAT WOULD NOT HAVE OTHERWISE BE ACHIEVED THROUGH DEVELOPMENT UNDER ANOTHER ZONE DISTRICT.**

Staff Comment: No modifications are proposed in the GRPD-IDP from the standards of the UDC. Review of future land use applications that propose modifications to the GRPD-IDP and UDC standards will be reviewed to ensure greater public benefits are achieved.

Public Notice:

Notice of this Public Hearing has been provided in compliance with the UDC as follows:

Published in the Colorado Hometown Weekly:	October 23, 2013
Property Posted as required:	October 25, 2013
Letters to Adjacent Property Owners:	October 25, 2013

Staff Recommendation:

Approval of Ordinance 05-2014; an Ordinance Zoning the Golden Run property to PD-Planned Development.

Staff Review:

___ Town Attorney
___ Town Clerk
 Community Development Director
___ Finance Director
___ Police Chief
___ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- A. Ordinance 05-2014
- B. Golden Run PD-Planned Development Initial Development Plan

ATTACHMENT A

ORDINANCE NO. 05-2014

Series of 2014

AN ORDINANCE ZONING THE GOLDEN RUN PROPERTY, PURSUANT TO THE PETITION OF THE OWNER THEREOF, TO 'PD' – PLANNED DEVELOPMENT; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, a request for initial zoning has been filed by Aaron Harber, 2500 North 119th Street, Lafayette, Colorado, 80026, for the initial zoning of the following described real property (“Property”), to wit:

See “Exhibit A,” attached hereto and incorporated herein by this reference.

WHEREAS, the initial zoning of land is authorized by C.R.S. 31-12-115; and

WHEREAS, a public hearing was held on the request for initial zoning of the property on November 12, 2013; and

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described Property be zoned ‘PD’ – Planned Development in accordance with application for initial zoning and Title 10 of the Municipal Code of the Town of Erie, Colorado; and

WHEREAS, the specifics of the ‘PD’ – Planned Development zoning are outlined in the Golden Run Planned Development – Initial Development Plan (“GRPD-IDP”).

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Erie, Colorado; that;

Section 1. The above described Property is hereby zoned ‘PD’ – Planned Development. All activities conducted on the Property shall be in conformance with the GRPD-IDP and Title 10 of the Municipal Code of the Town of Erie, Colorado.

Section 2. The official zone district map of the Town of Erie, dated September 25, 2013, shall be amended by the designation of the above described Property as ‘PD’ – Planned Development.

Section 3. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage or upon the affixation of signatures on the annexation map and the annexation ordinance and the recording of the same, whichever occurs later.

Section 4 Validity. If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees

hereby declares that it would have passed the Ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid

INTRODUCED, READ, ADOPTED, ORDERED AND PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 14TH DAY OF JANUARY 2014.

PUBLISHED IN FULL ON THE ____ DAY OF _____, 2014.

**TOWN OF ERIE, COLORADO, a
Colorado municipal corporation**

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF ERIE BEING THE NORTH ONE-HALF OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 25 BEARING S 89°42'48"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 25 AND THE NORTH QUARTER CORNER OF SAID SECTION 25 AS DESCRIBED AND SHOWN HEREON.
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25;
THENCE S 89°42'48" E ALONG THE NORTH LINE OF SAID NORTHWEST A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING;
THENCE S 89°42'48" E ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 2652.86 FEET;
THENCE S 89°31'35" E THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER A DISTANCE OF 2651.27 FEET;
THENCE S 00°40'03" E ALONG THE WEST BOUNDARY OF COUNTY LINE ROAD A DISTANCE OF 2673.76 FEET;
THENCE N 89°42'44" W ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SECTION 25 A DISTANCE OF 5379.95 FEET;
THENCE N 00°19'36" W ALONG THE WEST BOUNDARY OF 119TH STREET A DISTANCE OF 1341.01 FEET;
THENCE S 88°33'50" E ALONG THE NORTH LINE OF SAID NORTHWEST A DISTANCE OF 60.01 FEET
THENCE N 00°19'36" W ALONG THE EAST BOUNDARY OF 119TH STREET A DISTANCE OF 1341.08 TO THE POINT OF BEGINNING;
CONTAINING 328.38 ACRES MORE OR LESS

ATTACHMENT B

GOLDEN RUN PLANNED DEVELOPMENT INITIAL DEVELOPMENT PLAN

THE NORTH HALF OF SECTION 25, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO
328.65 ACRES, MORE OR LESS
IZ-13-00061

GENERAL PROVISIONS

LEGAL DESCRIPTION

THE NORTH ONE-HALF OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 25 BEARING SOUTH 89°42'49" EAST BETWEEN THE NORTHWEST CORNER OF SAID SECTION 25 AND THE NORTH QUARTER CORNER OF SAID SECTION 25 AS DESCRIBED AND SHOWN HEREON.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25 SOUTH 89°42'49" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER SOUTH 89°42'49" EAST, A DISTANCE OF 2852.68 FEET; OF 2851.29 FEET;

THENCE ALONG THE WEST LINE OF COUNTY LINE ROAD SOUTH 00°40'00" EAST, A DISTANCE OF 2873.86 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTH-HALF OF SAID SECTION 25 NORTH 89°42'39" WEST, A DISTANCE OF 5779.89 FEET;

THENCE ALONG THE WEST LINE OF 119TH STREET NORTH 00°17'33" WEST, A DISTANCE OF 1341.01 FEET;

THENCE NORTH 89°40'27" EAST, A DISTANCE OF 60.00 FEET;

THENCE ALONG THE EAST LINE OF 119TH STREET NORTH 00°18'33" WEST, A DISTANCE OF 1340.46 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 328.65 ACRES MORE OR LESS.

AUTHORITY:
THIS INITIAL GOLDEN RUN PLANNED DEVELOPMENT - DEVELOPMENT PLAN (PD-DP) IS AUTHORIZED BY SECTION 25.5.D, PLANNED DEVELOPMENT OF TITLE 10, TOWN OF ERIE MUNICIPAL CODE.

INTENT

GOLDEN RUN IS INTENDED TO CREATE A NATIONAL MODEL FOR SUSTAINABILITY AND SELF-SUFFICIENCY BASED ON A MASTER-PLANNED, MIXED-USE, MULTIGENERATIONAL, ULTRA-HIGH DENSITY COMMUNITY. THE PLAN IS INTENDED TO BE A MODEL FOR REGIONAL, AND ECOLOGICALLY SENSITIVE COMMUNITY WHICH PROVIDES HOUSING AND BUSINESS DIVERSIFICATION (ANCHORED BY AN EMPLOYMENT CENTER) BY EMPHASIZING LIFESTYLE OPPORTUNITIES AND ADVANCED TELECOMMUNICATIONS TECHNOLOGY (WITH A SPECIAL FOCUS ON THE NEEDS OF THOSE IN KEY DEMOGRAPHICS FROM 18 TO 29 YEARS OF AGE AND 45+ YEARS OF AGE). GOLDEN RUN IS EXPECTED TO INCORPORATE LEADING-EDGE AND CREATIVE SOLUTIONS TO BUILD A LARGE-SCALE SUSTAINABLE COMMUNITY, ALL OF WHICH WILL ADDRESS LONG-TERM CHALLENGES OF CLIMATE CHANGE WITH A GOAL OF MINIMIZING THE ENVIRONMENTAL FOOTPRINT OF EACH RESIDENT. GOLDEN RUN INTENDS TO BECOME A CENTER FOR HEALTH, FITNESS, AND SPORTS WHILE PROMOTING ECONOMIC DEVELOPMENT WITHIN THE TOWN'S CENTRAL CORPUS (WITH SPECIAL BENEFITS TO THE COMMUNITY THROUGH THE TOWN'S CENTRAL CORPUS). THE TOWN OF ERIE INTENDS TO PROMOTE AND SUPPORT THE DEVELOPMENT OF THE GOLDEN RUN PLANNED DEVELOPMENT. THE TOWN OF ERIE INTENDS TO STATEMENT SHALL CREATE ANY SPECIFIC LAND USE RIGHTS FOR THE GOLDEN RUN PROPERTY.

CURRENT LAND USES

THE FOLLOWING USES AND ASSOCIATED STRUCTURES ARE PERMITTED UNDER THE PD-DP AND SHALL FOLLOW THE RURAL RESIDENTIAL (RR) ZONE DISTRICT DIMENSIONAL STANDARDS REGULATIONS AS OUTLINED IN TITLE 10, TOWN OF ERIE MUNICIPAL CODE:

- DWELLINGS, SINGLE-FAMILY DETACHED (B);
- MOBILE HOMES (B);
- AGRICULTURE (B);
- AGRICULTURAL CULTIVATION AND GRAZING; AND
- ANIMAL DAY CARE WITH OUTDOOR FACILITIES.

SURVEYOR'S CERTIFICATE
I, JOHN B. GUYTON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PD DEVELOPMENT PLAN TRULY AND CORRECTLY REPRESENTS THE LEGAL DESCRIPTION CONTAINED HEREIN.

JOHN B. GUYTON
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 15406
FOR AND ON BEHALF OF
FLATIRONS SURVEYING, INC.
3825 THIS AVENUE, SUITE 355
BOULDER, CO 80501

BOARD OF TRUSTEES APPROVAL CERTIFICATE
THIS DEVELOPMENT PLAN IS TO BE KNOWN AS THE GOLDEN RUN PLANNED DEVELOPMENT - INITIAL DEVELOPMENT PLAN. IT IS APPROVED AND ACCEPTED BY ORDINANCE PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON _____, 2013.

Joseph A. Wilson, Mayor
Nancy J. Parker, Town Clerk

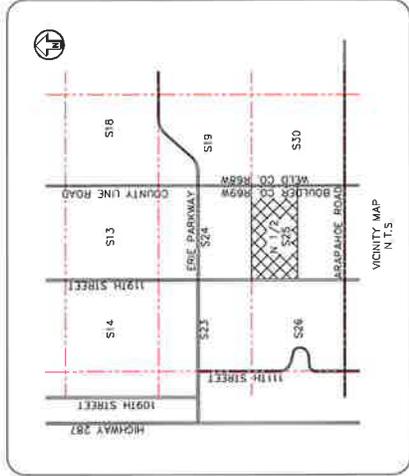
CLERK AND RECORDERS CERTIFICATE

THIS DEVELOPMENT PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF BOULDER COUNTY AT THE TIME OF _____ ON THE _____ DAY OF THE MONTH OF _____, 2013 IN THE BOOK NUMBERED _____ PAGE _____ MAP _____ FEE _____

RECEPTION NUMBER _____

RECORDED _____

DEPUTY _____



GOLDEN RUN
DEVELOPMENT PLAN
TOWN OF ERIE
COLORADO
DATE: 10/27/13

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REVISION: 1 (6/4/00) 2 (8/8/00) 3 (10/27/13)
SHEET 1 of 1



Consortium of Cities

P.O. Box 471 • Boulder, Colorado 80306 • 303.441.3500 • www.bouldercounty.org • consortium@bouldercounty.org

MEMORANDUM

TO: Consortium of Cities Members and Alternates, Mayors, City and Town Managers, and Other Interested Persons

FR: Mark Ruzzin, Boulder County Commissioners' Office

DATE: December 20, 2013

RE: 2014 Consortium of Cities State Legislative Agenda

For the past several years the Consortium has adopted a State Legislative Agenda, to support the following goals:

- A legislative agenda can be a valuable tool for advancing Consortium positions at the state level;
- Joint advocacy efforts will bring more power to the Consortium's collective voice and provide it with the ability to proactively address issues of mutual concern to its members; and
- A legislative agenda will further support the Consortium's reputation as a group of local governments that have learned to work together.

At its December 4, 2013 meeting, Consortium staff would like to solicit input from members on topics to be included in the 2014 State Legislative Agenda. Below you will find information on a number of legislative issues that we know are working their way through the legislative process, and are almost certain to be introduced as bills in the 2014 session. Consortium staff would like to discuss these items, and any items brought to the conversation by members, with the goal of getting a sense of the Consortium as to which legislative positions it would like to consider for inclusion in the 2014 State Legislative Agenda. We are currently planning for Consortium adoption of the agenda at the February 2014 meeting.

In addition to the information below, attached is the Consortium's 2013 State Legislative Agenda, to provide additional context for the agenda and to inform new Consortium members of last year's priority positions. Any 2014 State Legislative Agenda will be formatted in a similar manner, to include any positions that have been formally approved by the Consortium and an updated "Member Information" section.

Consortium 2014 State Legislative Agenda: DRAFT Policy Proposals

LEGISLATIVE POSITIONS

Legislative Positions are formal consensus positions that have been taken on issues that are of concern and interest to Consortium members. It is expected that the Consortium will advocate in support of these positions if and when they are considered by the General Assembly.

Disaster Recovery

- **SUPPORT STATE FUNDING MECHANISMS THAT ENABLE LOCAL GOVERNMENTS TO COMPLETE RECOVERY PROJECTS IN A TIMELY MANNER AND THAT PROTECT LOCAL GOVERNMENT SOLVENCY**

The state in general and Governor's Office in particular have been quite responsive to local government needs and requests during flood recovery. This has been especially important in addressing funding issues as communities pay for enormous recovery projects, which across Boulder County are estimated to cost upwards of \$XXX million (number to be determined). For example, the state has committed to paying half of the 25 percent local match for FEMA Public Assistance, or 12.5 percent. Additionally, the Governor moved \$65 million to the Disaster Assistance Fund, earmarking \$20 million for a short-term loan pool that affected communities can use immediately and then repay with their FEMA reimbursement. However, uncertainty remains whether the actions to date will be sufficient to fully address local governments' flood recovery cash flow and funding issues. Therefore, the Boulder County Consortium of Cities asks for continued examination of funding needs and additional funding and funding mechanisms as needed in order to allow communities to fully recover while also ensuring that local governments remain financially solvent. Further, for smaller local governments such as Lyons and Jamestown, paying even a 12.5 percent local match will be impossible, so the Consortium of Cities supports mechanisms to allow these communities to pay no or an even further reduced local match.

- **SUPPORT STATE FUNDING MECHANISMS TO ASSIST PUBLIC AND PRIVATE ENTITIES IN REPAIRING OR REPLACING WATER DELIVERY INFRASTRUCTURE DAMAGED OR DESTROYED DURING A DECLARED DISASTER**

Water in many Colorado communities is delivered to businesses, residents, farms, and other users through a patchwork of publicly- and privately-owned and operated infrastructure. This infrastructure – from pipelines and ditches to reservoirs and holding ponds – is critical to public health and safety and to serving Colorado's economy, especially the agricultural sector. Farmers and ditch companies, in particular, will face significant challenges as they work to repair and replace key water infrastructure damaged or destroyed by the September 2013 flood. State funding mechanisms such as matching grants or loans, in addition to the existing revolving loan pool, could provide significant benefit to Colorado's agriculture sector and others in assisting a more rapid flood recovery and preparing for the 2014 growing season.

- **SUPPORT LEGISLATION THAT ENABLES COUNTIES TO TRANSFER GENERAL FUND DOLLARS TO THE ROAD AND BRIDGE FUND IN DECLARED DISASTERS, AND WHICH CLARIFIES THAT FUNDS WOULD NOT BE SUBJECT TO MUNICIPAL SHARE**

Colorado statute (30-25-106 and 43-3-202) prohibits use of county General Fund dollars for road and bridge projects. In a declared emergency, a county's Road and Bridge Fund can easily be depleted, leaving no remaining funding to pay for road and bridge-related (i.e., transportation) recovery projects. This situation is complicated by Federal Emergency Management Agency (FEMA) reimbursement timelines: Counties must pay contractors for each project upon completion, but FEMA reimbursement for those projects can take several or many months or years. The September 2013 flood triggered approximately \$100 million in transportation projects in Boulder County alone, and it is anticipated that the county could run out of funds to pay for recovery projects while awaiting FEMA reimbursement for projects already completed and simultaneously continuing normal transportation operations such as road maintenance, plowing, etc. Boulder County, along with Colorado Counties Inc. (CCI), would like to legislatively seek an exception that would allow for use of General Fund revenues for road and bridge purposes in declared emergencies. There is a need to work collaboratively with municipalities and the Colorado Municipal League to include language that ensures that a transfer of county funds from the General Fund to the Road and Bridge Fund is not a substitution for the usual municipal share of Road and Bridge funds (in the normal course of budget actions, when counties transfer money to the Road and Bridge Fund, municipalities get a 50 percent share of that funding). This is a high priority issue for Colorado counties, and an issue that merits a prompt legislative fix in order to enable counties to pay for transportation recovery projects.

Waste Reduction

- **SUPPORT LEGISLATION TO PROMOTE PAINT RECYCLING AND/OR PAINT PRODUCT STEWARDSHIP**

The Consortium of Cities supports legislation, regulation or other means for promoting paint recycling and/or paint product stewardship by manufacturers, retailers and consumers to ensure environmentally responsible management of post-consumer (leftover) architectural paint. Such measures relieve local and state governments of the economic burden of post-consumer paint management and promote the reuse, recycling and proper disposal of leftover paint.

Local Government Authority

- **SUPPORT A LEGISLATIVE CLARIFICATION TO ALLOW COLORADO LOCAL GOVERNMENTS TO SELL MOTOR VEHICLE FUEL TO TAX-EXEMPT ENTITIES**

Many Colorado local governments provide vehicle fuel services to local tax-exempt entities such as fire districts and sanitation districts. The Colorado Department of Revenue has recently begun enforcing a state statute that requires any local government providing fuel sales services to register with DOR as a fuel distributor and collect and remit any taxes due. Complying with this state statute will cause significant administrative and liability impacts to Colorado local governments. The Consortium of Cities supports a legislative fix to change state law and codify the previous existing practice regarding vehicle fuel sales to tax-exempt entities.

Telecommunications Reform

- **SUPPORT LEGISLATION TO RE-ESTABLISH THE RIGHTS OF COLORADO LOCAL GOVERNMENTS TO PROVIDE TELECOMMUNICATION SERVICES**

The Consortium of Cities stands behind the principle of local control and the ability of local government to determine the services and amenities it will provide to its residents, without state intervention. This includes the provision of low-cost, high-speed telecommunications access to residents. Unfortunately, the state statutory landscape is a barrier in pursuit of this goal. Signed into law in 2005, Senate Bill 05-152 preempts home rule municipalities from providing telecommunication services, with certain limited exceptions, without a vote of the people, even if the telecommunication infrastructure has already been built. In the case of Longmont, as a result of SB 05-152 the city had to keep “dark” its 17-mile fiber network that was built in the 1990s until a November 2011 vote of the people allowed the city to move forward with its plans for using the network. The Consortium of Cities believes that Colorado’s cities and towns should not be handicapped in this fashion, and will support legislative efforts to re-establish the right of municipalities to provide telecommunication services, from small and simple free Wi-Fi hotspots in libraries to large and complex city-wide fiber networks.

Transportation

- **SUPPORT LEGISLATION TO DIRECT A PORTION OF FASTER SAFETY FUNDS TO THE SAFE ROUTES TO SCHOOL PROGRAM, WHICH WILL NO LONGER BE FEDERALLY FUNDED**

The federal government’s Safe Routes to School (SRTS) program has proven itself a successful and popular program in Colorado. SRTS has allocated approximately \$2.5 million to CDOT per year. With that funding, more than 500 schools from across Colorado have been awarded capital and program funds to improve safe access to schools, ranging from small towns like Ridgeway and Brush, to the largest cities like Denver and Colorado Springs. As a result, the number of children walking and biking to school has increased by as much as 31 percent. SRTS helps make kids safer, improves congestion near schools, and gives students opportunities to become more comfortable with travel options at an early age. Nonetheless, through the federal transportation bill, MAP-21, federal funding for SRTS will be phased out. As a result, CDOT will have no funding for the program after the 2013-14 fiscal year. The Consortium of Cities supports legislation to direct a portion of FASTER safety funds to continue the SRTS program, helping ensure safe transportation for our most vulnerable population, children. The existing CDOT SRTS committee and allocation structure could remain in place, precluding the need to create a new structure. Furthermore, local rules could be established to allow SRTS dollars to be used for K-12 education, not just K-8.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 14, 2014

SUBJECT: **STAFF REPORT**

 Community Development Monthly Reports

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

FISCAL	Cost as Recommended:	n/a					
INFORMATION:	Balance Available:	n/a					
	Budget Line Item Number:	000	00	000	000000	000000	
	New Appropriation Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No				

STAFF
RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Building Permit Monthly Report

The attached Building Permit Report indicates the number of new residential building permits issued to date (through December 2013) versus the building permit projections utilized in determining the 2013 budget. The Town issued 9 new residential building permits in December.

For 2013 the Town issued 249 building permits or 125 percent of the yearly modified (supplemental budget) projected total of 200 building permits. Inclusive of the permits issued to date are a total of twelve townhome permits have been issued year to date which have a different fee structure for water/sanitary sewer/ raw water fees than the typical single family detached dwelling unit.

The Building Permit Reports for 2012 and 2011 are attached hereto for comparison.

Historic Erie Neighborhood Building Permit Fee Waiver

The effective date of the Historic Erie Neighborhood waiver was October 6, 2012.

A total of 4 permits valued at \$1,539.59 in fees were waived for the month of December 2013. The cumulative value of fees waived since the inception of the program is \$10,479.59. A breakdown of the fees waived is attached hereto.

Staff Review:

- ____ Town Attorney
- ____ Town Clerk
-  Community Development Director
- ____ Finance Director
- ____ Police Chief
- ____ Public Works Director

Approved by:

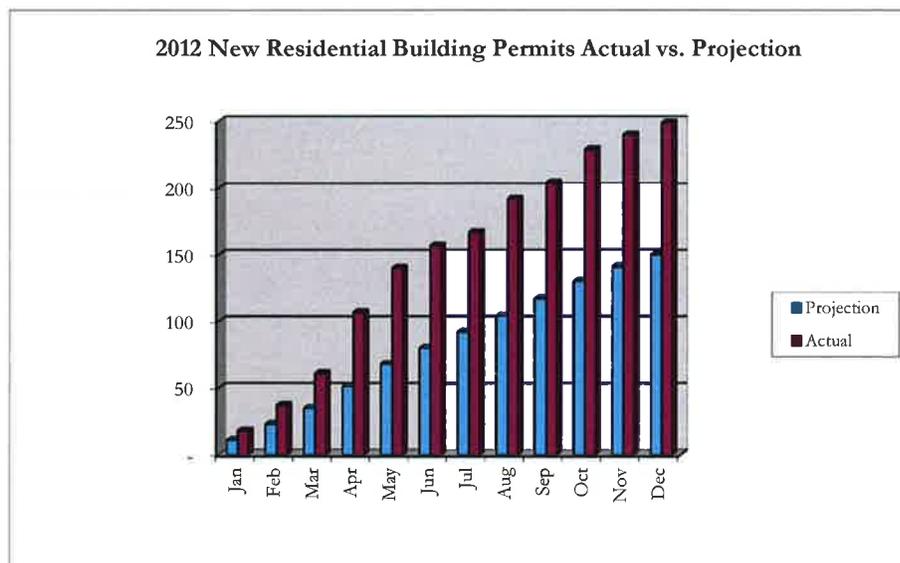
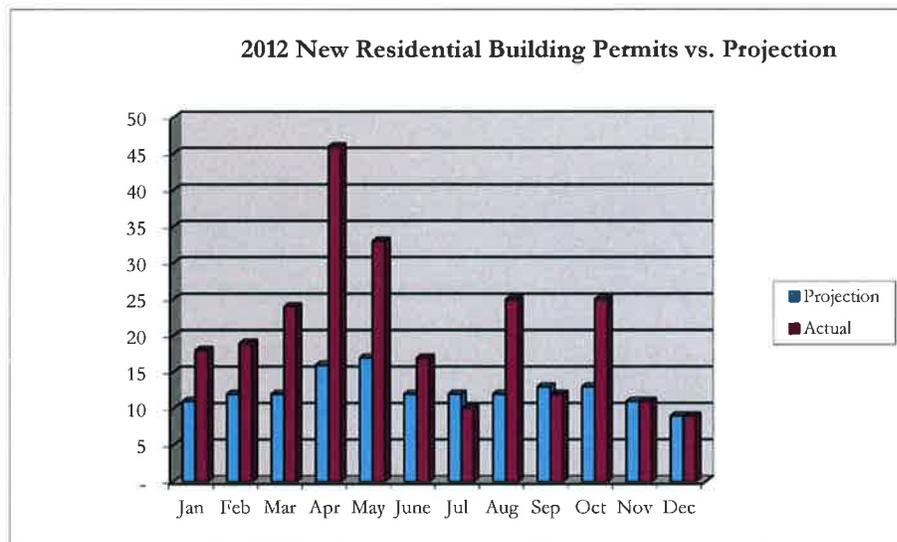

A.J. Krieger
Town Administrator

-
- ATTACHMENTS:**
- A. 2013/2012/2011 Building Permits to Projection Comparison
 - B. Historic Erie Neighborhood Fees Waived

ATTACHMENT A

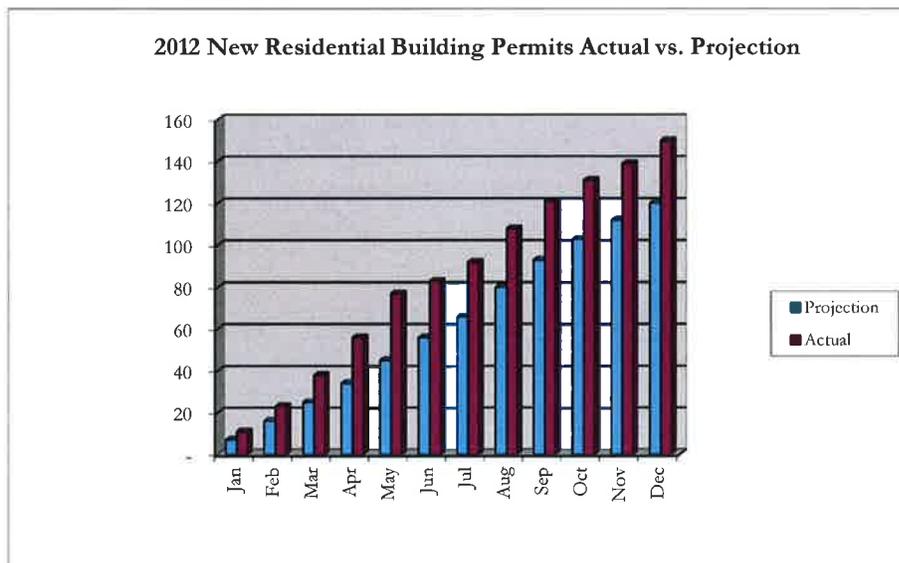
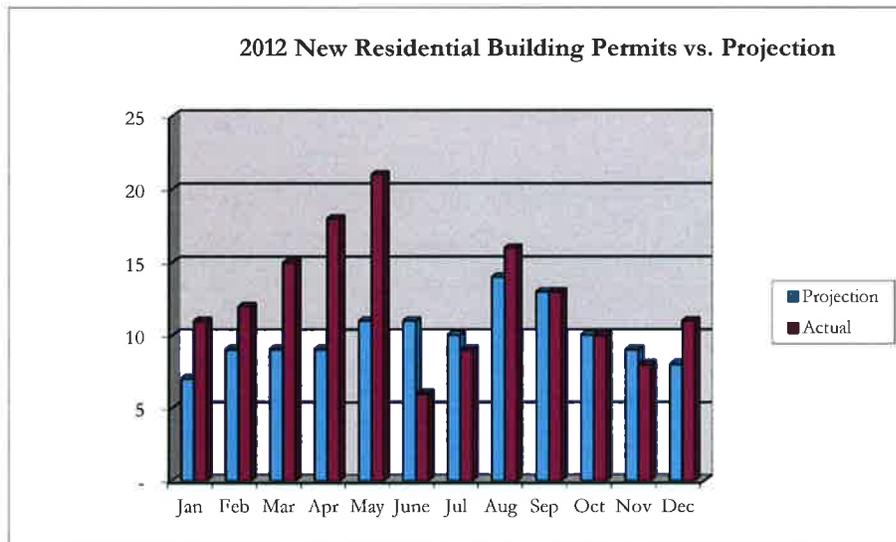
2013 Building Permits to Projection Comparison

2012	Month by Month		Seasonal Projection	Accumulation		
	Projection	Actual		Projection	Actual	
Jan	11	18	8%	Jan	11	18
Feb	12	19	7%	Feb	23	37
Mar	12	24	11%	Mar	35	61
Apr	16	46	12%	Apr	51	107
May	17	33	10%	May	68	140
June	12	17	11%	Jun	80	157
Jul	12	10	10%	Jul	92	167
Aug	12	25	8%	Aug	104	192
Sep	13	12	7%	Sep	117	204
Oct	13	25	6%	Oct	130	229
Nov	11	11	7%	Nov	141	240
Dec	9	9	5%	Dec	150	249
Total		150				



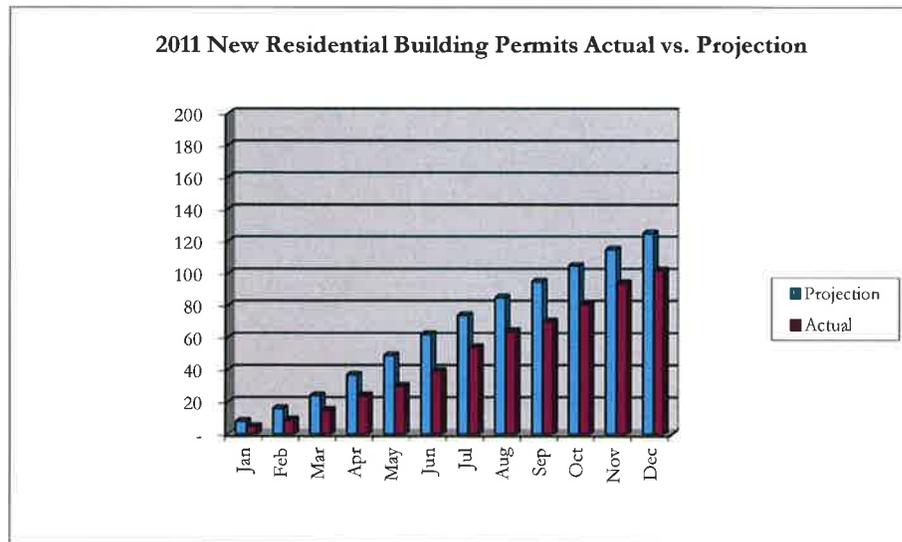
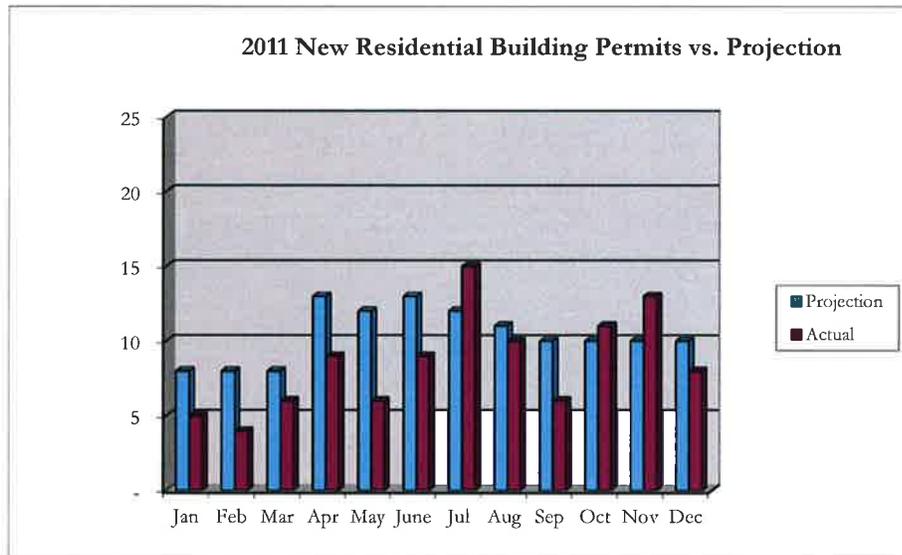
2012 Building Permits to Projection Comparison

2012	Month by Month		Seasonal Projection	Accumulation		
	Projection	Actual		Projection	Actual	
Jan	7	11	8%	Jan	7	11
Feb	9	12	7%	Feb	16	23
Mar	9	15	11%	Mar	25	38
Apr	9	18	12%	Apr	34	56
May	11	21	10%	May	45	77
June	11	6	11%	Jun	56	83
Jul	10	9	10%	Jul	66	92
Aug	14	16	8%	Aug	80	108
Sep	13	13	7%	Sep	93	121
Oct	10	10	6%	Oct	103	131
Nov	9	8	7%	Nov	112	139
Dec	8	11	5%	Dec	120	150
Total	120					



2011 Building Permits to Projection Comparison

2011	Month by Month		Seasonal Projection	Accumulation		
	Projection	Actual		Projection	Actual	
Jan	8	5	6%	Jan	8	5
Feb	8	4	6%	Feb	16	9
Mar	8	6	6%	Mar	24	15
Apr	13	9	10%	Apr	37	24
May	12	6	10%	May	49	30
June	13	9	10%	Jun	62	39
Jul	12	15	10%	Jul	74	54
Aug	11	10	9%	Aug	85	64
Sep	10	6	8%	Sep	95	70
Oct	10	11	8%	Oct	105	81
Nov	10	13	8%	Nov	115	94
Dec	10	8	8%	Dec	125	102
Total	125					



ATTACHMENT B

Historic Erie Neighborhood Fees Waived - Ordinance 25-2012

DECEMBER 2013

Permit No.	Permit Type	Contractor Name	Home Owner	Property Address	Building Fee	Electrical Fee	Mechanical Fee	Plumbing Fee	Misc. Fee	Total Fees Waived	Use Tax Collected
BP-13-1597	Fire Damage	Home Owner	Leonard Lucero	190 Anderson St.	\$ 699.75	\$ 105.00	\$ 85.00	\$ 54.00	\$ 454.84	\$ 1,398.59	\$ 1,029.00
BP-13-1856	Re-Roof	M Construction	Judy Zing	514 Main St.	\$ 47.00					\$ 47.00	\$ 49.00
BP-13-1684	Fence	Home Owner	Anthony Floyd	390 Holbrook St.	\$ 47.00					\$ 47.00	\$ 49.00
BP-13-1831	Re-Roof	Affordable Roofing		275 Briggs St.	\$ 47.00					\$ 47.00	\$ 56.70
					\$ 840.75	\$ 105.00	\$ 85.00	\$ 54.00	\$ 454.84	\$ 1,539.59	\$ 1,183.70

NOVEMBER 2013

Permit No.	Permit Type	Contractor Name	Home Owner	Property Address	Building Fee	Electrical Fee	Mechanical Fee	Plumbing Fee	Misc. Fee	Total Fees Waived	Use Tax Collected
BP-13-1643	Re-Roof	Distinctive Home Rei	Rob Wagner	130 Lawley Dr.		\$ 51.00				\$ 51.00	\$ 49.00
BP-13-1671	Furnace	Flatland H & A	Meadowlark MHP	735 Kattell St.	\$ 47.00		\$ 51.00			\$ 98.00	\$ 80.50
BP-13-1673	Gas Meter	Home Owner	Robert Stevens	535 Cheesman	\$ 23.50					\$ 23.50	\$ 17.50
BP-13-1706	Re-Roof	ASAP Roofing	Isreal Quintana	495 Pierce St	\$ 47.00					\$ 47.00	\$ 70.28
BP-13-1708	Re-Roof	Affordable Roofing	Jill Brekken	335 Anderson Ct.	\$ 47.00					\$ 47.00	\$ 94.50
BP-13-1722	W-Heater	Colo Delta Mech	Dolores Gutierrez	325 Wells St.				\$ 50.00		\$ 50.00	\$ 16.73
BP-13-1723	Re-Roof	Colo Premier Roofing	Bruce Cohen	340 Holbrook St.	\$ 47.00					\$ 47.00	\$ 210.00
BP-13-1740	Re-Roof	National Home Impr	Charles Garcia	765 Pierce St.	\$ 251.25					\$ 251.25	\$ 262.46
BP-13-1778	Furnace	Precision Plumbing	Michael Kamps	770 Pierce St.				\$ 45.00		\$ 45.00	\$ 59.36
BP-13-1772	Re-Roof	A-1 Roofing	Jean Lewis	405 Main St.	\$ 47.00					\$ 47.00	\$ 101.50
BP-13-1769	Re-Roof	Black Roofing	Cynthia Lamb	360 Holbrook St.	\$ 47.00					\$ 47.00	\$ 142.38
Bp-13-1776	Re-Roof	Black Roofing	Ruby Lujan	660 Pierce St.	\$ 47.00					\$ 47.00	\$ 167.51
					\$ 603.75	\$ -	\$ 51.00	\$ 95.00	\$ -	\$ 749.75	\$ 1,222.72

Historic Eric Neighborhood Fees Waived - Ordinance 25-2012

OCTOBER 2013

Permit No.	Permit Type	Contractor Name	Home Owner	Property Address	Building Fee	Electrical Fee	Mechanical Fee	Plumbing Fee	Misc. Fee	Total Fees Waived	Use Tax Collected
BP-13-1356	Siding Furnace	Home Depot	Christina Porn	654 Moffat Street	\$ 181.25					\$ 181.25	\$ 164.50
BP-13-1359	Install	Northern Co Air Red Diamond	Kathy Sanger	342 Main Street			\$ 51.00			\$ 51.00	\$ 45.01
BP-13-1490	Re-Roof Furnace	Roofing	Li, Jia Min Meadowlark Trailer	735 Carbon Street	\$ 47.00					\$ 47.00	\$ 52.50
BP-13-1498	Install	Flatland Heating & Air	Park	735 Kattell St., #11	\$ 51.00					\$ 51.00	\$ 38.50
BP-13-1499	Install	Flatland Heating & Air	Park	735 Kattell St., #10	\$ 51.00					\$ 51.00	\$ 38.50
BP-13-1341	Door	Creative Exteriors	Jean Lewis	405 Main Street	\$ 97.25	\$ 30.00			\$ 63.21	\$ 190.46	\$ 42.00
BP-13-1636	Install	All Climate Htg	Anduaga, Martha	225 Kattell Street			\$ 68.00			\$ 68.00	\$ 64.42
					\$ 427.50	\$ 30.00	\$ 119.00	\$ -	\$ 63.21	\$ 639.71	\$ 445.43