

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING ¹
Tuesday, March 11, 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 February 25, 2014 Meeting Minutes
- b. Resolution 14-26; A Resolution Making Certain Findings of Fact and Conclusion Favorable to the Sunset Preliminary Plat; Imposing Conditions of Approval; Approving the Sunset Preliminary Plat with Conditions; and Setting Forth Detail in Relation Thereto
- c. Ordinance 10-2014; An Ordinance of the Town of Erie, Colorado Regarding the Sunset PUD Zoning Map Overlay Rezoning, Adopting Certain Findings of Fact and Conclusion Favorable to the Planned Unit Development Overlay Rezoning (SECOND READING)
- d. Resolution 14-38; A Resolution of the Board of Trustee Supporting a Sponsorship Agreement with Industrial Revolution Brewing Company for the Ballpark at Erie
- e. Resolution 14-40; A Resolution Accepting a CWCB Grant
- f. Resolution 14-41; A Resolution Purchasing a Temporary Access Easement

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.)

NONE SCHEDULED

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.

VII. **RESOLUTIONS** (This agenda item is for all matters that should be decided by resolutions.)

- a. Resolution 14-42; A Resolution Of The Board Of Trustees Of The Town Of Erie, Colorado, In Support Of Ballot Measure 2a Appearing On The April 1, 2014 Ballot, A Tabor Election, For The Construction Of A New Police Station And Municipal Court Building.
- b. Resolution 14-43; An Resolution of the Town of Erie, Colorado Authorizing The Town To Enter Into a Purchase and Sale Agreement for the Purchase of a 16 Acre Parcel of Real Property Located in the Erie Village Development, Erie, Colorado; Authorizing and Directing the Appropriate Town Officers to Sign Said Agreement and; Setting Forth Details In Relation Thereto; And, Declaring And Emergency Therefore.
- c. Resolution 14-39; A Resolution Authorizing The Town Of Erie, Colorado, To Enter Into A Purchase And Sale Agreement For The Purchase Of Real Property From Schofield Farm LLC; Authorizing And Directing The Appropriate Town Officers To Sign Said Purchase And Sale Agreement; And, Setting Forth Details In Relation Thereto.

VIII. **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.)

NONE SCHEDULED

IX. **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. Cost-Saving/High-Efficiency Trail Tool

X. **STAFF REPORTS** (This agenda item is reserved for specific items from Staff requiring Board direction or just relaying important information.)

NONE SCHEDULED

XII. **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

XII. **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, February 25, 2014
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Wilson called the February 25, 2014 Regular Meeting of the Board of Trustees to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

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. EXECUTIVE SESSION

a. Executive Session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); specifically, to receive legal advice on the Golden Run Annexation.

Action: Mayor Pro Tem Grassi moved to go into Executive Session for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); specifically, to receive legal advice on the Golden Run Annexation. The motion carried with all present voting in favor thereof.

Mayor Wilson announced its Tuesday, February 25, 2014, and the time is 6:34 p.m, For the record, I am the presiding officer, Mayor Joseph A. Wilson. As required by the Open Meetings Law, this executive session is being electronically recorded.

Also present at this executive session were the following persons:

Mayor Joseph A. Wilson; Mayor Pro Tem Ronda Grassi; Trustees Mark Gruber, Joe Carnival, Janice Moore, Fred Mahe and Dan Woog; Town Administrator A.J. Krieger; Community Development Department Director Marty Ostholthoff; Town Attorney Mark Shapiro;

This was an executive session for the following purpose:

For the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); specifically, to receive legal advice on the Golden Run Annexation.

EXECUTIVE SESSION (continued)

Upon completion of the Executive Session, Mayor Wilson announced that the time is now 7:20 a.m., and the executive session has been concluded. The participants in the executive session were:

Mayor Joseph A. Wilson; Mayor Pro Tem Ronda Grassi; Trustees Mark Gruber, Joe Carnival, Janice Moore, Fred Mahe and Dan Woog; Town Administrator A.J. Krieger; Community Development Department Director Marty Ostholthoff; Town Attorney Mark Shapiro;

For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.

Hearing none Mayor Wilson moved to the next agenda item.

IV. APPROVAL OF THE AGENDA

Action: Mayor Pro Tem Grassi moved to approve the February 25, 2014 Agenda with the amendment of moving items c & f. from IV. Consent to item b. & c. VIII. Resolutions and to remove items a. Ordinance 12-2104 and b. Ordinance 13-2014 from IX. Ordinance in their entirety; the motion was seconded by Mayor Wilson. The motion carried with a four (4) for and three (3) against vote with Trustees Moore, Gruber and Woog voting no. Mayor Pro Tem Grassi moved to approve the February 25, 2014 Agenda as amended; the motion was seconded by Mayor Wilson. The motion carried with a four (4) for and three (3) against vote with Trustees Moore, Gruber and Woog voting no.

V. CONSENT AGENDA

- a. Approval of the February 11, 2014 Meeting Minutes
- b. Ordinance 09-2014; An Ordinance Of The Town Of Erie, Colorado, Repealing And Re-Enacting Title 6, "Police And Traffic Regulations," Chapter 7, "Offenses Relating To Animals," Sections 6-7-3.A.2 And A.3, "Dogs," Sections 6-7-4.B.1 And B.3, "Impoundment And Redemption Provisions," And, Section 6-7-7 "Cruelty To Animals," Of The Municipal Code Of The Town Of Erie, Repealing And Re-Enacting Title 2, "Finance And Revenue," Chapter 10, "Fee Schedule," Section 2-10-8 "Miscellaneous Fees" Related To Dog License Fees, Of The Municipal Code Of The Town Of Erie; And, Setting Forth Details In Relation Thereto.
- c. Resolution 14-34; A Resolution Awarding a Construction Management Contract for the 4MG Water Tank
- d. Resolution 14-35; A Resolution Awarding a Contract for the Water Treatment Facility Backup Generator

CONSENT AGENDA (continued)

Action: Mayor Pro Tem Grassi moved to approve the February 25, 2014 Consent Agenda; the motion was seconded by Mayor Wilson. 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

VI. PUBLIC COMMENT

Mike Mazzocco, 874 Quintana Lane, Erie, CO. spoke on behalf of the Keep Erie Safe Committee and urged the Board to support the Ballot question for the construction of a new public safety facility.

Jim Hoffmeyer, 1168 Fletcher Drive, Erie, CO. spoke to the Board and offered suggestions on the Golden Run Development.

Michael Ward, 1233 Richard Ct., Erie, CO. spoke in favor of the Golden Run Development.

John Vandershins, 665 Moffat Street, Erie, CO. spoke in favor of Golden Run Development.

Helene Jewett, Vice Chair of the Erie Economic Development Council, provided an update of the EEDC's upcoming activities for 2014.

VII. PROCLAMATIONS AND PRESENTATIONS

a. Upstate Colorado Economic Development Award Presentation-Community Partner of the Year

During Upstate Colorado Economic Development's 2014 Annual Meeting on February 13th, the Town of Erie was presented with the Community Partner of the Year Award. Attending Upstate's Annual Meeting and Award Ceremony on behalf of the Town were: Mayor Wilson, Mayor Pro Tern Ronda Grassi, Economic Development Coordinator Paula Mehle and Communications & Marketing Coordinator Katie Jenkins.

VIII. RESOLUTIONS

a. Resolution 14-37; A Resolution Approving an Erie Employee Incentive Plan

At the February 11, 2014 Board of Trustees Meeting the Board directed Staff to prepare this Resolution.

Action: Mayor Wilson moved to approve Resolution 14-37; the motion was seconded by Trustee Carnival, the motion carried with the following roll call vote:

Roll Call: Trustee Mahe - Yes
Trustee Carnival - Yes
Trustee Gruber – Yes
Mayor Pro Tem Grassi – Yes
Trustee Moore – No
Trustee Woog - Yes

Mayor Wilson – Yes

RESOLUTIONS (continued)

b. Resolution 14-33; A Resolution Approving a Memorandum of Understanding for Irrigation Audits

Gary Behlen, Director of Public Works, presented staff recommendations for the approval of Resolution 14-33. From 2004 to 2009, and 2011 to 2013 the Town of Erie has partnered with the Center for ReSource Conservation (CRC), to provide an outdoor irrigation inspection program for commercial and residential irrigation systems. The irrigation inspection is designed to pinpoint inefficiencies in an irrigation system which contributes to water waste, unnecessary runoff, and increased run-time and maintenance costs. This program is valuable in studying the irrigation water use in the Town, and provides a service to Town residents. The program also meets conservation goals set by Northern Colorado Water Conservation District for the Windy Gap Project, Northern Integrated Supply Project and the Town of Erie's Water Conservation Plan. In 2013, the Town of Erie continued the Slow the Flow Irrigation Audit Program, as well as, the Slow the Flow Indoor Audit Program and the Water-Wise Landscape Seminar offered by CRC. All programs have appeared to be well received by the Town of Erie residents.

Slow the Flow Irrigation Audit Program

This program is consistently popular with our residents. The Center for ReSource Conservation inspected 86 residential properties in 2013. In addition, one large non-residential property took advantage of this program. The cost of the Irrigation Inspection Program this year will remain \$110.00 per residential audit and will include a full impact analysis. Due to the increased coordination and management time to process large inspections, the Town of Erie has appropriated \$1,400 to be applied to one non-residential irrigation audit. A copy of the 2013 Water Programs Final Report is attached to this memo. In addition to the Final Report, the Center for ReSource Conservation conducted an analysis of the conservation impact of the irrigation inspection program within the Town of Erie for 199 of the residential inspections from 2008 and 2009. The results of the Impact Analysis 2013 Final Report re-confirmed the results of the pilot study done in 2012. The average Slow the Flow participant from Erie saved approximately 6,600 gallons of water in the first year after the audit. The residents that tend to benefit most from the program are those who used the most water outdoors before the audit (see Table 9, Figures 8 and 9) – and their savings appear to be sustained, having a long term and increasing benefit on the average program savings. The cost for 85 residential irrigation audits and 1 non-residential irrigation audit would be \$10,750.

Slow the Flow Indoor Audit Program

In addition to the Irrigation Inspection Program, the Center for ReSource Conservation offers an Indoor Water Inspection Program. The Indoor Water Inspection Program includes an evaluation of inside water use and water fixtures in each house, and an offer to install at least two aerators and one low-flow showerhead. The cost of the Indoor Water Inspection Program is increasing by 3% this year to \$77.25 per audit; which includes the purchase and installation of the faucet aerators and low-flow showerheads. In 2013, we budgeted for 50 Indoor Water Audits. The Town of Erie had a higher demand than expected, specifically in the fall. In order to accommodate our residents, the Center for ReSource Conservation granted us a one-time-only exception and allowed us to fund these extra Indoor Audits with funds we had remaining in our Irrigation Inspection Program. In total, the Center for ReSource Conservation conducted 66 Indoor Audits in 2013. The cost for indoor water inspections for 65 single family dwellings would be \$5,021.

Water-Wise Landscape Seminar

The Center for ReSource Conservation has also developed a Water-Wise Landscape Seminar. In 2013, we had 41 people attend the seminar that was held at the Erie Community Center. The cost for the Water-Wise Landscape Seminar is \$1,751; each additional seminar is \$1,442.

RESOLUTIONS (continued)

Outreach

The Town will advertise the 2014 program by posting it on the Town website, in the Town's bi-monthly emails and announced on two separate occasions in our resident's utility bill. Upon approval, advertising will start in March. The inside water inspections will begin in March, end in May, then resume in September and end in December. The irrigation inspections will begin in June and end in August. The Water-Wise Landscape Seminar will be the third week in April.

Action: Mayor Pro Tem Grasse moved to approve Resolution 14-33; the motion was seconded by Trustee Moore. The motion carried with the following roll call vote:

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

c. Resolution 14-36; A Resolution Approving the 2014 Tree Incentive Program Funding

The Tree Planting Initiative Program was established in 2005 based on a recommendation presented by the Town Tree Board, and has resulted in planting more than 5,000 new trees in Erie. The approved 2014 Operating Budget includes funds for the program to continue in 2014. The tree initiative program consists of four components: Residential, Homeowners Association, Town Tree Planting and local schools and non-profit organizations Cost share Programs.

2014 Residential Tree Incentive Program 2014, staff is recommending 300 certificates, available on a first come, first served basis for up to \$150 toward the cost of a tree to be planted on private residential property, with a maximum program cost for all certificates not to exceed **\$45,000**.

2014 Schools/Non-Profit Cost Share Program - 50% Town, 50% School/Non-Profit cost share, with a maximum expenditure for all approved applications not to exceed **\$3,000**.

2014 Homeowners Association (HOA) Cost-Share Reimbursement Program - 50% Town, 50% HOA cost share with a maximum expenditure for all HOAs not to exceed **\$12,000**. This program has contributed toward the planting of more than 1,000 trees in Erie since 2005.

2014 Town Tree Program - New and replacement trees for Town maintained parks, facilities and open space not to exceed \$7,000. The 2014 budget authorizes \$7,000 for new and/or replacement trees to be planted on Town-owned and maintained properties. The Town has planted 1173 trees since 2005 through this annual allocation from the Tree Impact Fund.

2014 Arbor Day Program - The 2014 budget authorizes \$2,500 to be spent for supplies and materials for the annual Arbor Day program, including trees for give-away to Erie residents. This event is to be held on Saturday, April 26th at Erie Community Park.

Action: Mayor Pro Tem Grassi moved to approve Resolution 14-36; the motion was seconded by Trustee Moore. The motion carried with the following roll call vote:

RESOLUTIONS (continued)

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

IX. ORDINANCES

- c. **Ordinance 11-2014; An Ordinance Of The Town Of Erie, Colorado Approving An Option To Purchase Agreement By And Among Brothers Redevelopment, Inc., The Town Of Erie And The Erie Housing Authority Providing For The Transfer Of All Assets Of The Erie Housing Authority And The Transfer Of Certain Real Property From The Town Of Erie To Brothers Redevelopment, Inc.; And, Declaring an Emergency Therefore.**

A.J. Krieger, Town Administrator presented staff recommendations for the approval of Ordinance 11-2014. The Town established the Erie Housing Authority (ERA) in 1999 and built a 12-unit senior housing complex in 2001. From January 2002 through November 2012 the complex was managed by the Boulder County Housing Authority. Since then the property has been managed by Pillar Management, a partner of Brothers Redevelopment, Inc. (BRI) Small housing authorities do not enjoy the same economies of scale experienced by larger authorities. As a result of this and other factors, the Town's housing authority has never had positive cash flow. In addition, the Town does not have the staff to properly manage and operate a housing authority that receives federal rent subsidies. As a result, the Town is working with BRI to expand the number of units and ultimately transfer ownership of the property to BRI. BRI plans to [mance the acquisition of the property and its renovation and expansion in part with a Low Income Housing Tax Credit (LIIITC) allocation from the Colorado Housing and Finance Authority (CHF A). Allocation of these credits is a competitive process, with two rounds of applications each year. Applications for the first round are due March 1, 2014. BRI is required to show that it either owns or has the right to acquire the property underlying the LIIITC application. To do that, this Ordinance is passed, the Town will enter an option agreement with BRI giving them the right to acquire the existing buildings, underlying land and certain surrounding lots at their appraised value, subject to approval by CHF A of an allocation of LIIITC adequate to complete the project. The property is currently subject to a mortgage with Great Western Bank that has a balloon payment of approximately \$685,000 due September 2014. Staff is currently working with the bank to extend this loan for another year to allow enough time for the transfer of the property to BRI to take place. The appraised value of the property to be sold to BRI approximately \$200,000 less than the mortgage balance, requiring the General Fund to make up the difference. In spite of the funding requirement on the part of the General Fund, Town staff strongly recommends that theTown move forward with the project as proposed with BRI. The Town currently incurs annual subsidies to the property of a minimum of \$20-30 thousand. In addition, as the property is 15 years old, major maintenance items are coming due. While no necessary maintenance has been deferred, approximately \$100,000 of major maintenance work (e.g., new roofs) is planned by BRI in the first couple of years of ownership. In addition, should BRI decide not to manage the property at some point (ours is the only property they manage that they do not own), the Town would have to add at least one staff member to manage the property, costing an estimated \$75,000 per year, including benefits. And finally, should the project go forward, the Town will receive in excess of \$250,000 of various types of fees (permits, impact, tap, etc.) as a result of the expansion of the property.

ORDINANCES (continued)

Action: Trustee Carnival moved to suspend Resolution 02-44 to allow passage of Ordinance 11-2014 on and first reading and as an emergency. The motion was seconded by Mayor Wilson; the motion carried with all present voting in favor thereof.

Action: Trustee Carnival moved to approve Ordinance 11-2014 as an Emergency; the motion was seconded by Mayor Pro Tem Grassi. The motion carried with all present voting in favor thereof.

Action: Mayor Wilson called for a break at 8:00 p.m. and reconvened the meeting at 8:09 p.m.

X. BREAK FOR ERIE HOUSING AUTHORITY (EHA) MEETING

a. Convene EHA Meeting

Action: Mayor Pro Tem Grassi moved to adjourn from the Board of Trustees meeting and convene to the Erie Housing Authority; the motion was seconded by Trustee Mahe. The motion carried with all present voting in favor thereof.

b. Adjourn EHA Meeting and Reconvene BOT meeting.

Action: Mayor Wilson reconvened the Board of Trustees meeting at 8:15 p.m.

XI. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

PUBLIC HEARING

a. Resolution 14-26; A Resolution Making Certain Findings of Fact and Conclusion Favorable to the Sunset Preliminary Plat; Imposing Conditions of Approval; Approving the Sunset Preliminary Plat with Conditions; and Setting Forth Detail in Relation Thereto.

Action: Mayor Wilson opened the Public Hearing for Resolution 14-26 and Ordinance 10-2014 at 8:17 p.m.

Todd Bjerkaas, Planner, presented staff recommendations for the approval of Resolution 14-26. Staff finds the application consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, and recommends approval of the Sunset Preliminary Plat application. Staff has provided Resolution 14-26, for Board of Trustee consideration, approving the application. The Sunset Preliminary Plat proposes development of single family lots around the perimeter of the property. The applicant is preserving a large open space area in the center of the property. The residential development proposed is not in close proximity to the primary ranges in the Green Mill Sportsman's Club to the west of the property. Blake's Auto Salvage yard is immediately to the northeast of the property while Town-owned open space abuts the length of the property to the south. Western Area Power Administration (WAPA) lines diagonally cross the property from the southeast to the northwest. The Sunset Preliminary Plat proposes development of single family lots around the perimeter of the property. The applicant is preserving a large open space area in the center of

the property. The residential development proposed is not in close proximity to the primary ranges in the Green Mill Sportsman's Club to the west of the property. Blake's Auto Salvage yard is immediately to the

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

northeast of the property while Town-owned open space abuts the length of the property to the south. Western Area Power Administration (WAPA) lines diagonally cross the property from the southeast to the northwest. The entire property is currently zoned LR – Low Density Residential. The applicant's proposed single family lot development in the Sunset Preliminary Plat meets the zoning requirements of the LR – Low Density Residential zoning district. Staff finds the application consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, and recommends approval of the Sunset Preliminary Plat application. Staff has provided Resolution 14-26, for Board of Trustee consideration, approving the application with the following conditions: A license agreement between the Town and WAPA will be required to allow the 75' wide WAPA easement and transmission lines within the proposed ROW and street cross section prior to final plat approval. The 50' oil and gas pipeline easement that encumbers several lots shall be vacated before a final plat can be approved for the lots affected. Improvement plans for the relocated Encana and Anadarko underground distribution lines are required at such time and relocation of the lines must occur concurrent with or prior to development of affected Sunset phases. An agreement with Green Mill Sportsman Club and dedication of an easement thereof for location of the proposed water line and sanitary sewer line across its property will be required prior to final plat approval. A construction easement by the Town of Erie and an approved alignment and design will be required prior to final plat approval for the proposed sanitary sewer line across Town-owned open space. An agreement with the property owner to the north, Dearmin J., LLC, and dedication of an easement for location of the proposed water line across its property and an easement for off-site drainage improvements and grading will be required prior to final plat approval. An agreement with the property owner to the west, GSX Denver Regional Land Fill, Inc., and dedication of an easement for relocation of the Anadarko and Encana pipeline and easement will be required prior to final plat approval. At final plat and building permit the applicant shall follow recommendations made by Western Environment and Ecology, Inc. and Terracon in the soils, geotechnical, and geological subsidence reports and the Colorado Geological Survey (CGS) recommendations. The approval of the Sunset Preliminary Plat shall not come into effect until the Sunset PUD Zoning Map is approved and recorded for the property. Technical corrections to Sunset Preliminary Plat shall be made to the Town's satisfaction.

b. Ordinance 10-2014; An Ordinance of the Town of Erie, Colorado Regarding the Sunset PUD Zoning Map Overlay Rezoning, Adopting Certain Findings of Fact and Conclusion Favorable to the Planned Unit Development Overlay Rezoning

Todd Bjerkaas, Planner, presented staff recommendations for the approval of Ordinance 10-2014. The PUD Overlay District is generally used when there is special public interest that doesn't coincide with the traditional zoning in a geographic area. The PUD Overlay District may only be used when an application is not able to meet the requirements of a standard zone classification. The PUD is a mapped area with restrictions in addition to, or less than, those in the underlying traditional zone. Rather than attempt to create a new zoning category, an overlay zone is superimposed over the traditional zone and establishes additional regulations, or reduces or extends the existing uses. The underlying zoning identifies permitted land uses; the overlay zone may provide design restrictions, additional setbacks, or other exceptions to the base district regulations. Staff recommends the Board of Trustees approve Ordinance 10-2014, an Ordinance approving the Sunset PUD Zoning Map with the following conditions: The approval of the Sunset PUD Zoning Map shall not come into effect until a Final Plat is approved and recorded for the property. The PUD Zoning Map shall not be recorded until after a Final Plat is recorded. Technical corrections to the Sunset PUD Zoning Map shall be made to the Town's satisfaction.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

Public Testimony

Raymond Clark, President of the Green Mill Sportsman's Club, 249 WCR 3, Erie, CO. asked the Board for consideration of water rate charges for allowing an easement across their property for water and sewer lines. **Yvonne Seaman** FS Land Development 6321 South Newport Court, Englewood, CO. spoke on behalf of the applicant.

Action: Mayor Wilson closed the Public Hearing for Resolution 14-26 and Ordinance 10-2104 at 8:50 p.m.

Action: This was the first reading of Ordinance 10-2014, it will be brought back for Board action with Resolution 14-26 at the March 25, 2014 Regular Meeting of the Board of Trustees.

XII. GENERAL BUSINESS

- a. Letter of Support to Host the 2016 Republican National Convention to Denver.

Action: Mayor Wilson moved to send a letter of support on behalf of the Town of Erie supporting the 2016 Republican National Convention being held in Denver. The motion was seconded by Trustee Gruber, the motion carried with all present voting in favor thereof.

XIII. BOARD OF TRUSTEES REPORTS

Trustee Gruber asked for an update on the reconstruction of the Coal Creek Trail. Gary Behlen Director of Public works said that there would be bids in for the project next week. Trustee Gruber also asked for an update on other trails. Gary Behlen said he would provide updates within the next two meetings. **Trustee Moore** noted that there was an opening on the Open Space and Trails Board and that the Town had received two applications.

Action: Trustee Moore moved to appoint Joseph Martinez to the OSTAB Board; the motion was seconded by Trustee Gruber. The motion carried with all present voting in favor thereof.

Trustee Grassi asked for an update on the traffic light at Erie Parkway and Meller St. Gary Behlen Director of Public works said that depending on weather it is expected to be operational the first or second week in March. **Trustee Woog** asked for an update on the transfer of funds from the General Fund to the Airport Enterprise Fund for legal costs. A. J. Krieger noted that action would be taken when it was determined what the Town would recover in legal fees and then a resolution would be brought before the Board.

Trustee Mahe encouraged citizens to participate in Engage Erie on the Town website.

Mayor Wilson noted that Troop 62 welcomed a new Eagle Scout and that he and Mayor Pro Tem Grassi attended the Boulder Creek Housing open house on Powers and Erie Parkway. Mayor Wilson presented Chief Vasquez with a request for an investigation against Trustee Gruber.

XIV. ADJOURNMENT

Action: Trustee Carnival moved to adjourn the February 25, 2014 regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Mayor Wilson. The motion carried with all present voting in favor thereof.

Action: Mayor Wilson adjourned the February 25, 2014 Regular Meeting of the Town of Erie Board of Trustees at 9:00 p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Joseph A. Wilson, Mayor

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 11, 2014

SUBJECT: CONSENT AGENDA

Consideration of Resolution 14-26: A Resolution Making Certain Findings Of Fact And Conclusions Favorable To The Sunset Preliminary Plat; Imposing Conditions Of Approval; Approving The Sunset Preliminary Plat With Conditions; And Setting Forth Details In Relation Thereto.

PURPOSE: The applicant proposes to plat approximately 104 acres into 247 single-family lots, and 11 tracts for various park, open space, landscaping, drainage, and utility purposes.

CODE: Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: Todd Bjerkaas, Senior Planner

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: Staff finds the application consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, and recommends approval of the Sunset Preliminary Plat application. Staff has provided Resolution 14-26, for Board of Trustee consideration, approving the application with the following conditions:

- a. A license agreement between the Town and WAPA will be required to allow the 75' wide WAPA easement and transmission lines within the proposed ROW and street cross section prior to final plat approval.
 - b. The 50' oil and gas pipeline easement that encumbers several lots shall be vacated before a final plat can be approved for the lots affected. Improvement plans for the relocated Encana and Anadarko underground distribution lines are required at such time and relocation of the lines must occur concurrent with or prior to development of affected Sunset phases.
 - c. An agreement with Green Mill Sportsman Club and dedication of an easement thereof for location of the proposed water line and sanitary sewer line across its property will be required prior to final plat approval.
 - d. A construction easement by the Town of Erie and an approved alignment and design will be required prior to final plat approval for the proposed sanitary sewer line across Town-owned open space.
 - e. An agreement with the property owner to the north, Dearmin J., LLC, and dedication of an easement for location of the proposed water line
-

across its property and an easement for off-site drainage improvements and grading will be required prior to final plat approval.

- f. An agreement with the property owner to the west, GSX Denver Regional Land Fill, Inc., and dedication of an easement for relocation of the Anadarko and Encana pipeline and easement will be required prior to final plat approval.
- g. At final plat and building permit the applicant shall follow recommendations made by Western Environment and Ecology, Inc. and Terracon in the soils, geotechnical, and geological subsidence reports and the Colorado Geological Survey (CGS) recommendations.
- h. The approval of the Sunset Preliminary Plat shall not come into effect until the Sunset PUD Zoning Map is approved and recorded for the property.
- i. Technical corrections to Sunset Preliminary Plat shall be made to the Town's satisfaction.

**PLANNING
COMMISSION
RECOMMENDATION:**

The Planning Commission held a public hearing for the Sunset Preliminary Plat application on February 5, 2014. The Planning Commission recommended conditional approval to the Board of Trustees, for the Sunset Preliminary Plat by approving Resolution P14-04 with the following conditions:

- a. A license agreement between the Town and WAPA will be required to allow the 75' wide WAPA easement and transmission lines within the proposed ROW and street cross section prior to final plat approval.
 - b. The 50' oil and gas pipeline easement that encumbers several lots shall be vacated before a final plat can be approved for the lots affected. Improvement plans for the relocated Encana and Anadarko underground distribution lines are required at such time and relocation of the lines must occur concurrent with or prior to development of affected Sunset phases.
 - c. An agreement with Green Mill Sportsman Club and dedication of an easement thereof for location of the proposed water line and sanitary sewer line across its property will be required prior to final plat approval.
 - d. A construction easement by the Town of Erie and an approved alignment and design will be required prior to final plat approval for the proposed sanitary sewer line across Town-owned open space.
 - e. An agreement with the property owner to the north, Dearmin J., LLC, and dedication of an easement for location of the proposed water line across its property and an easement for off-site drainage improvements and grading will be required prior to final plat approval.
 - f. An agreement with the property owner to the west, GSX Denver Regional Land Fill, Inc., and dedication of an easement for relocation of the Anadarko and Encana pipeline and easement will be required prior to final plat approval.
 - g. At final plat and building permit the applicant shall follow recommendations made by Western Environment and Ecology, Inc. and
-

Terracon in the soils, geotechnical, and geological subsidence reports and the Colorado Geological Survey (CGS) recommendations.

- h. The approval of the Sunset Preliminary Plat shall not come into effect until the Sunset PUD Zoning Map is approved and recorded for the property.
 - i. Technical corrections to Sunset Preliminary Plat shall be made to the Town's satisfaction.
-

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owner: FS Erie Estates LLC
Steve Foley
6321 South Newport Court
Englewood, CO 80111

Property Location: Northwest Corner of Weld County Road 5 and Weld County Road 6



Existing Conditions:

- Site Condition: Vacant land with oil/gas and agricultural operations
- Property Size: 103.83 acres

Adjacent Land-Use/Zoning:

	ZONING	LAND USE
NORTH	LR – Low Density Residential with PUD AG – Weld County	Future Residential – Erie Highlands Blake’s Small Car Salvage
SOUTH	LR – Low Density Residential	Town of Erie Open Space
EAST	RP-3 – Rural Preservation 3	Vacant Land
WEST	RP-3 – Rural Preservation 3 AG – Weld County	Closed Landfill Green Mill Sportsman’s Club

The Sunset Preliminary Plat proposes development of single family lots around the perimeter of the property. The applicant is preserving a large open space area in the center of the property. The residential development proposed is not in close proximity to the primary ranges in the Green Mill Sportsman’s Club to the west of the property. Blake’s Auto Salvage yard is immediately to the northeast of the property while Town-owned open space abuts the length of the property to the south. Western Area Power Administration (WAPA) lines diagonally cross the property from the southeast to the northwest.

Purpose of Preliminary Plat:

The Sunset annexation agreement approved in 2007 allows for a maximum of 265 dwelling units to be built in the subdivision. The Sunset Preliminary Plat proposes platting the entire property with 247 lots single family lots located within the Sunset PUD Planning Areas (PA-1 and PA-5).

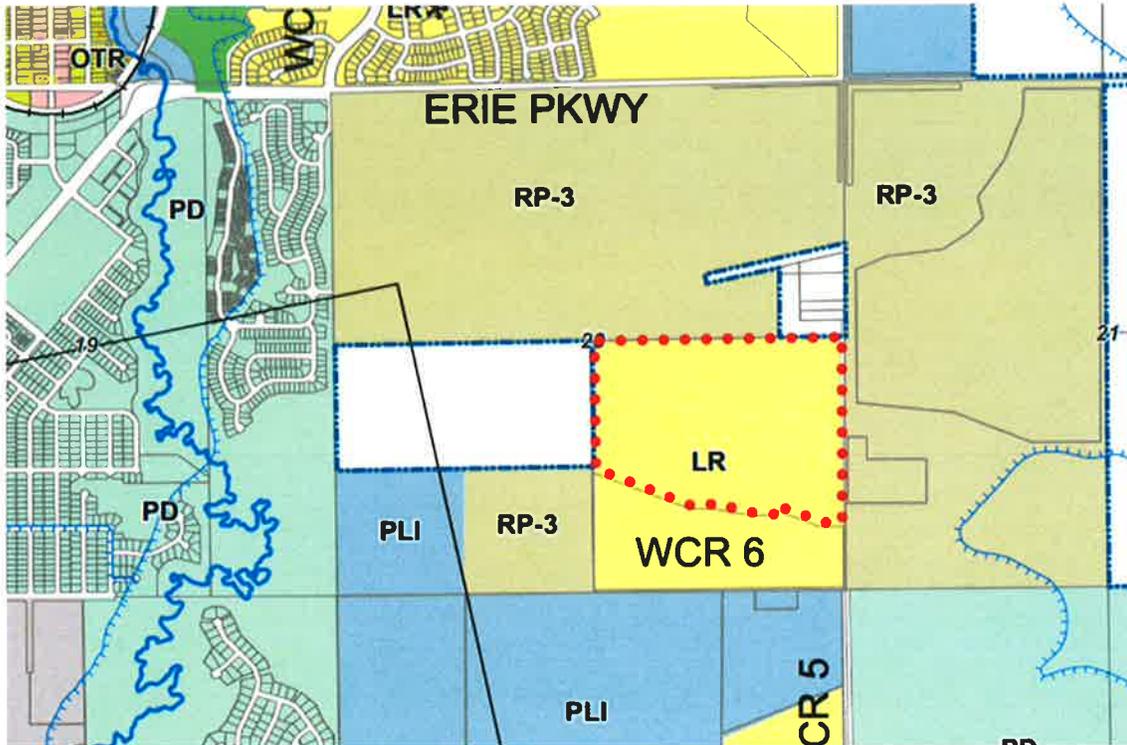
The developer intends to break the proposed 247 single family lots into multiple final plat applications.

Sunset Information:

- Preliminary Plat Size: 104 acres
- Number of Tracts: 11 tracts
- Maximum # Dwelling Units Allowed - Overall: 265 dwelling units
- Number of Single Family Lots - Proposed: 247 lots
- Minimum Lot Size Permitted – PA-1: 5,000 square feet
- Minimum Lot Size Permitted – PA-5: 5,000 square feet

Compliance with Town of Erie Zoning Map

The entire property is currently zoned LR – Low Density Residential. The applicant’s proposed single family lot development in the Sunset Preliminary Plat meets the zoning requirements of the LR – Low Density Residential zoning district.

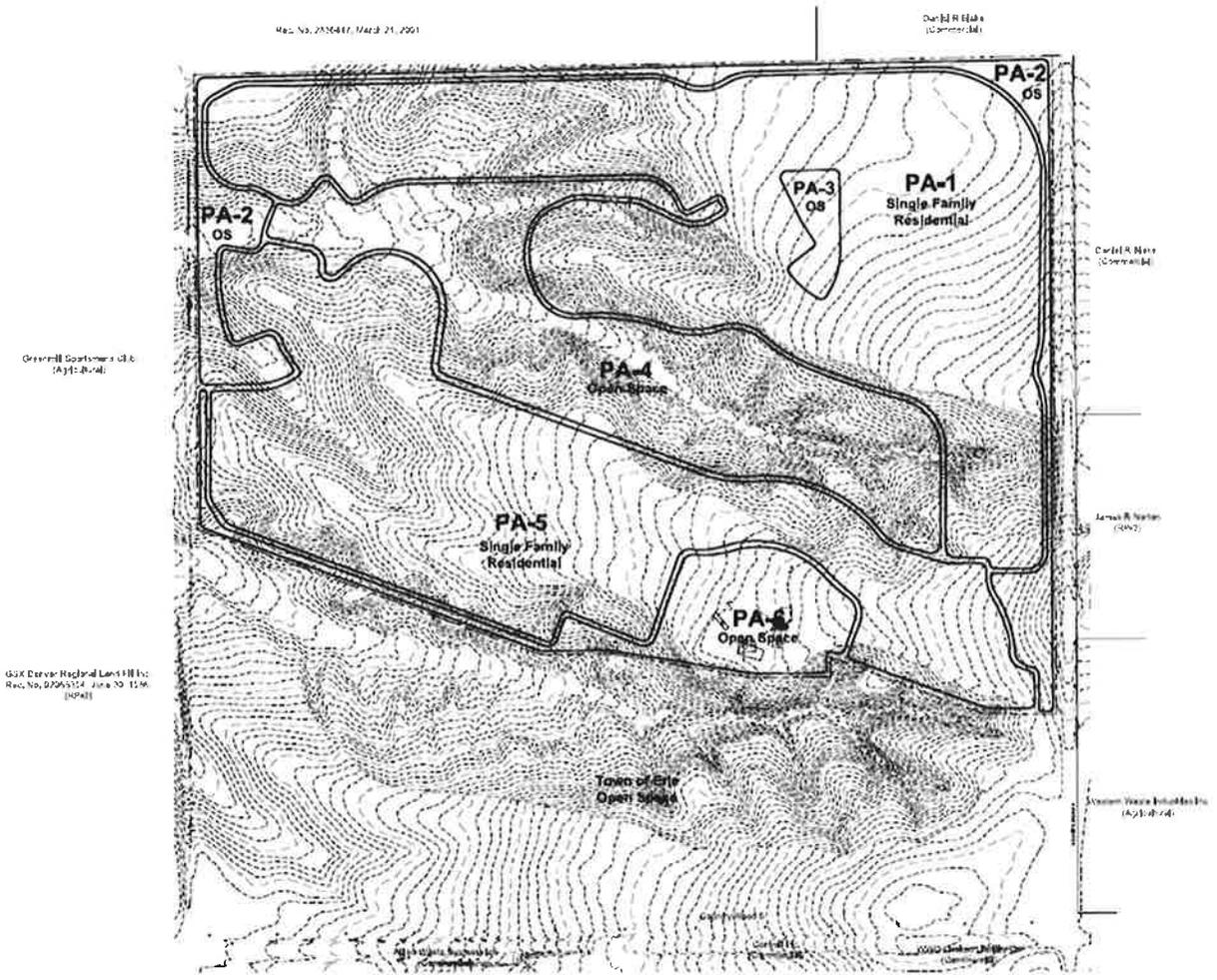


Compliance with the Sunset PUD Zoning Map:

The Sunset PUD Overlay Map modifies the underlying zoning of the property, dimensional standards, and design standards. The proposed PUD is consistent with PUDs for Colliers Hill and Erie Highlands. The single family residential lots, pocket park and private open space tracts are in general conformance with the Sunset PUD Overlay Map.

DIMENSIONAL STANDARDS

DISTRICT	MIN. LOT STANDARDS		MIN. LOT SETBACKS (ft)				MAX. LOT (ft)
	WIDTH	AREA	FRONT	SIDE (street)	SIDE (Int.)	AREA (sf)	
LR	50 ft	5,000 sf	PRINC. 20 ft	10 ft	5 ft	PRINC. 20 ft	PRINC. 35 ft
	60 ft CORNER		ACC. 30 ft			ACC. 5 ft	ACC. 25 ft



Housing Diversity:

The Town of Erie has a housing diversity requirement that is based on the acres of residentially zoned property to ensure that as the Town grows, a variation in housing choices are available to potential consumers looking for housing in Erie. The Sunset property has 104 acres zoned LR - Low Density Residential. This quantity of residentially zoned land requires the Sunset developers to provide either:

- 3 housing types, or,
- 2 housing types and 1 housing type variation.

Based on the location of the property, the adjacent land uses, and its distance from services that typically support a mix of housing types, the applicant has requested to provide 1 housing type and 2 housing type variations. The proposed Sunset Preliminary Plat contains 1 Housing Type (Single Family Detached) with 2 Housing Type Variations by providing lots in the 5,000 to 9,999 square foot range and lots in the 10,000 to 39,999 square foot range.

Schools:

The Sunset proposed development is located in the St. Vrain Valley School District (“SVVSD”). A school site is not proposed on the site. However, the Erie Highlands PUD Zoning Map for the subdivision development immediately to the north identifies a central school site for a future elementary school. The developer will be responsible for paying a fee-in-lieu of land dedication to satisfy the requirements of the Town’s Intergovernmental Agreement with SVVSD.

Fire Protection:

The Mountain View Fire Protection District will provide fire and emergency medical services. A fire station is located 1½ miles away on the southwest corner of Erie Parkway and Bonanza Drive in the Grandview Subdivision.

Police Services:

The Erie Police Department will provide service to the property.

Roadways:

A Traffic Report was submitted for the Sunset Preliminary Plat. All of the streets proposed are public roads. Most streets and improvements proposed are in compliance with the Towns Specifications and Standards. The proposed roadways adjacent to the Western Area Power Administration (WAPA) lines will be a modified street section as shown in the plans to accommodate the power poles, lines, and 75’ easement. A license agreement between the Town and WAPA will be required prior to final plat for this configuration.

As a part of the Preliminary Plat, the applicant proposes to provide 2 new street connections to Weld County Road 5.

The applicant is also proposing to provide vehicular access to the properties to the north (Erie Highlands) and to the west (Green Mill Sportsman’s Club) for connections into future development. No internal vehicular connection is shown stubbed to the south property as it is Town-owned open space.

Natural Areas Inventory:

The Town of Erie Natural Areas Inventory identifies a natural area within the Sunset Preliminary Plat.

Natural Area 75

Natural Area 75 includes the central portion of the Sunset property in addition to the drainage area on the Town property to the south and the entire Sportsman’s Club property to the west. The report states that the area has interesting topography created by rolling hills and swales. It is primarily vegetated with rye grass and native species are few.

Threatened and Endangered Species and Significant Habitats

A site specific Ecological Resources Survey report was submitted for Sunset Preliminary Plat to assess threatened and endangered species and significant habitats. No threatened or endangered species were observed on the property.

Parks, Open Space and Trails:

Public Dedication Requirements:

The public parks and open space dedication requirements for the Sunset property are based on the proposed residential build-out of 247 dwelling units. The required dedications for parks and open space can be found on the table below.

Public Dedications	Required for Preliminary Plat (acres)	Proposed for Preliminary Plat (acres)
Pocket Park	0.35	2.04
Neighborhood Park	2.07	0
Community Park	3.45	0
Open Space	11.72	11.94*

*Located in Tract K to be owned and maintained by the HOA.

The development is required to dedicate less than seven (7) acres of park land. The Town in its discretion may require the developer to pay cash-in-lieu of land dedication. Because of the small dedication requirements for the neighborhood park (NP) and community park (CP) and the subdivision's close proximity to a future NP in Erie Highlands and a future CP in Colliers Hill, the applicant anticipates paying a fee-in-lieu for all of the neighborhood park and community park dedication requirements at Sunset.

The developer is also showing two (2) pocket parks in the subdivision totaling 2.04 acres that will be owned and maintained by the Homeowners Association (HOA).

Although the area in Tract K meets the Town's open space dedication requirements, staff has determined that due to the terrain and lack of public access, the open space would be better suited for private ownership and maintenance by the HOA instead of dedication to the Town.

Private Open Space:

Approximately 20.5 acres of contiguous private open space is located centrally in the Sunset development. An additional 14.4 acres of open space is located throughout the proposed preliminary plat and includes areas such as landscape buffers along roadways, oil and gas well sites, and trail corridors.

Pedestrian Trails:

A spine trail will be located in Tract B and Tract F along the western property line of the development to be owned and maintained by the Town. This spine trail will provide a connection from Erie Highlands on the north to the Town open space on the south.

In addition, the Sunset Preliminary Plat will provide pedestrian connections from the pocket park in Tract J through the central private open space and to the mid-block pass-through in Tract G. There is also a mid-block path from Street B to future sidewalk along WCR 5.

Utilities:

The Town of Erie will provide both water and wastewater services to the property, however, the Town does not currently have utilities adjacent to the property to serve the development. In order to provide water and wastewater services, several off-site improvements are required to be built by the developer including water lines extensions to the north (Erie Parkway) and west (Grandview neighborhood) as well as sewer main extensions west through the Green Mill Sportsman's Club to the Town's interceptor along Coal Creek.

At the time of building permit, raw water fee's are collected that allow the Town to purchase water rights ensuring an adequate water supply for potable water and wastewater services. In addition, raw water fees are collected at final plat(s) approval for parks and open space areas.

Utility service providers for the property are United Power for electric, Xcel Energy for gas, Century Link Communications for telephone services and Comcast for cable television. Utility easements for these providers will be established at the time of final plat.

On the southern portion of the property, the Western Area Power Association (WAPA) power distribution lines cut across the property. Proposed residential lots are located outside of the 75' easement for the overhead power lines.

Drainage and Erosion:

A Drainage Study was submitted and reviewed. The development is proposing two detention ponds: one in Tract C and one on Town Open Space to the south as agreed to in the 2013 Purchase and Sale Agreement.

Oil/Gas Facilities:

The applicant has executed a Surface Use Agreement (SUA) with Encana. The Sunset Preliminary Plat identifies the SUA setback requirements on the plat. It is the applicant's responsibility to ensure that existing well facilities, access roads and fencing meet the Municipal Code requirements at the time of final plat. All setbacks to existing wells and facilities will need to meet the Municipal Code requirements at final plat and are identified in this preliminary plat.

Existing Wells

There are eight (8) oil and gas wells on the site in a single location as shown in the Sunset Preliminary Plat. The applicant shows 150' setbacks from the wells and facilities per the SUA and Town requirements.

The well site utilizes an existing access road along the southern edge of the property. Residential lots are proposed over the location of the existing road and new access to the well will be made from Street H as shown in the plans.

Future Wells

There are no future drilling sites on the property.

Gas Pipelines and Right of Way Easements:

There are 2 oil and gas right of way easements located within the Sunset property. Both right of way easements are located south of Street H and encumber several residential lots within the proposed preliminary plat. The existing oil and gas pipelines and the associated easements will need to be removed and vacated before a final plat can be approved within the area encumbered by the easements. The proposed future 30' oil and gas easement for the relocated pipeline is shown on the preliminary plat along the north property line of the Town of Erie Open Space per the Town's Sale and Purchase Agreement with FS Erie Estates.

Soils and Geology:

The Colorado Geological Survey (CGS) reviewed various technical/engineering documents and studies provided by the applicant that address subsidence risks, soil conditions and ground water levels for the property. Large portions of the site are undermined but the relative depth of the mines does not present restrictions to the development as proposed. No mapped mineshafts are located on the property.

STAFF REVIEW AND ANALYSIS

Staff finds the application is consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, as outline below:

- a. The subdivision is generally consistent with the Town's Comprehensive Master Plan.
- b. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located.
- c. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC.
- d. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or

patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.

- e. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.
- f. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.
- g. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features.
- h. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.
- i. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development.
- j. As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.

Public Notice

Notice of this Public Hearing has been provided as follows:

Published in the Colorado Hometown Weekly:	February 5, 2014
Property Posted:	February 5, 2014
Letters to property owners within 300-feet:	February 7, 2014

Neighborhood Meeting

As required by the Municipal Code a Neighborhood Meeting was held:

Neighborhood Meeting Date:	October 1, 2013
Neighborhood Meeting Location:	Erie Community Library

The required posted and mailed notice of the Neighborhood Meeting was provided as required.

STAFF RECOMMENDATION:

Staff finds the application consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, and recommends approval of the Sunset Preliminary Plat application. Staff has provided Resolution 14-26, for Board of Trustee consideration, approving the application with the following conditions:

- a. A license agreement between the Town and WAPA will be required to allow the 75' wide WAPA easement and transmission lines within the proposed ROW and street cross section prior to final plat approval.
- b. The 50' oil and gas pipeline easement that encumbers several lots shall be vacated before a final plat can be approved for the lots affected. Improvement plans for the relocated Encana and Anadarko underground distribution lines are required at such time and relocation of the lines must occur concurrent with or prior to development of affected Sunset phases.
- c. An agreement with Green Mill Sportsman Club and dedication of an easement thereof for

location of the proposed water line and sanitary sewer line across its property will be required prior to final plat approval.

- d. A construction easement by the Town of Erie and an approved alignment and design will be required prior to final plat approval for the proposed sanitary sewer line across Town-owned open space.
- e. An agreement with the property owner to the north, Dearmin J., LLC, and dedication of an easement for location of the proposed water line across its property and an easement for off-site drainage improvements and grading will be required prior to final plat approval.
- f. An agreement with the property owner to the west, GSX Denver Regional Land Fill, Inc., and dedication of an easement for relocation of the Anadarko and Encana pipeline and easement will be required prior to final plat approval.
- g. At final plat and building permit the applicant shall follow recommendations made by Western Environment and Ecology, Inc. and Terracon in the soils, geotechnical, and geological subsidence reports and the Colorado Geological Survey (CGS) recommendations.
- h. The approval of the Sunset Preliminary Plat shall not come into effect until the Sunset PUD Zoning Map is approved and recorded for the property.
- i. Technical corrections to Sunset Preliminary Plat shall be made to the Town's satisfaction.

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. Draft Resolution 14-26
- B. Draft Planning Commission Meeting Minutes
- C. Planning Commission Resolution P14-04

ATTACHMENT A

RESOLUTION NO. 14-26

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO THE SUNSET PRELIMINARY PLAT; IMPOSING CONDITIONS OF APPROVAL; APPROVING THE SUNSET PRELIMINARY PLAT WITH CONDITIONS; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, held a Public Hearing for the Sunset Preliminary Plat on Tuesday, February 25, 2014, on the application of FS Estates, LLC, 6321 South Newport Court, Englewood, CO, such Preliminary Plat being a plat of the following real property; to wit:

See Exhibit "A," attached hereto and incorporated herein by this reference; and,

WHEREAS, said Sunset Preliminary Plat is incorporated herein and made part hereof by this reference; and,

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

Section 1. Findings of Fact.

1. That the applicant's application and supporting documents are in substantial compliance with Municipal Code 10.7.7 C.
2. The Preliminary Plat has met Municipal Code Title 10, Section 10.7.7 C.10. Approval Criteria:
 - a. The subdivision is generally consistent with the Town's Comprehensive Master Plan.
 - b. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located.
 - c. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC.
 - d. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.
 - e. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.
 - f. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.

- g. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features.
 - h. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.
 - i. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development.
 - j. As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.
3. The Zoning for the property shall be followed in the development of the property.
 4. That a detailed Development Agreement (DA) will be required at such time as the property is approved for a Final Plat.
 5. That the following conditions shall be imposed as a condition of approval:
 - a. A license agreement between the Town and WAPA will be required to allow the 75' wide WAPA easement and transmission lines within the proposed ROW and street cross section prior to final plat approval.
 - b. The 50' oil and gas pipeline easement that encumbers several lots shall be vacated before a final plat can be approved for the lots affected. Improvement plans for the relocated Encana and Anadarko underground distribution lines are required at such time and relocation of the lines must occur concurrent with or prior to development of affected Sunset phases.
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 - f. An agreement with the property owner to the west, GSX Denver Regional Land Fill, Inc., and dedication of an easement for relocation of the Anadarko and Encana pipeline and easement will be required prior to final plat approval.
 - g. At final plat and building permit the applicant shall follow recommendations made by Western Environment and Ecology, Inc. and Terracon in the soils, geotechnical, and geological subsidence reports and the Colorado Geological Survey (CGS) recommendations.
 - h. The approval of the Sunset Preliminary Plat shall not come into effect until the Sunset PUD Zoning Map is approved and recorded for the property.
 - i. Technical corrections to Sunset Preliminary Plat shall be made to the Town's satisfaction.

6. That the Preliminary as proposed, subject to the conditions set forth herein, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.

Section 2. Conclusions and Order Approving Sunset Preliminary Plat.

1. Based on the above Findings of Fact, the Board of Trustees hereby approves the Sunset Preliminary Plat application as more specifically set forth on the Sunset Preliminary Plat attached hereto, as “Exhibit B,” and incorporated herein by reference; with the following conditions:
 - a. A license agreement between the Town and WAPA will be required to allow the 75’ wide WAPA easement and transmission lines within the proposed ROW and street cross section prior to final plat approval.
 - b. The 50’ oil and gas pipeline easement that encumbers several lots shall be vacated before a final plat can be approved for the lots affected. Improvement plans for the relocated Encana and Anadarko underground distribution lines are required at such time and relocation of the lines must occur concurrent with or prior to development of affected Sunset phases.
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 - g. At final plat and building permit the applicant shall follow recommendations made by Western Environment and Ecology, Inc. and Terracon in the soils, geotechnical, and geological subsidence reports and the Colorado Geological Survey (CGS) recommendations.
 - h. The approval of the Sunset Preliminary Plat shall not come into effect until the Sunset PUD Zoning Map is approved and recorded for the property.
 - i. Technical corrections to Sunset Preliminary Plat shall be made to the Town’s satisfaction.

ADOPTED AND APPROVED THIS 11th DAY OF MARCH 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

Exhibit A

Legal Description

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 20, WHENCE THE SOUTH QUARTER CORNER THEREOF BEARS S00°24'42"W, 2641.89 FEET AND ALL BEARINGS ARE MADE A REFERENCE HEREON;

THENCE N00°24'42"W, 1261.87 FEET TO A POINT BEING ON THE WEST LINE SE 1/4, SECTION 20 AND BEING THE POINT OF BEGINNING;

THENCE N00°24'42"W, ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 1380.02 FEET TO A POINT; THENCE N88°52'41"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, A DISTANCE OF 2577.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 5; THENCE S00°18'49"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1944.24 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 220.00 FEET TO A POINT; THENCE N69°20'01"W, A DISTANCE OF 489.92 FEET TO A POINT; THENCE S00°12'30"E, A DISTANCE OF 60.00 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 243.00 FEET TO A POINT; THENCE N79°57'01"W, A DISTANCE OF 420.00 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 220.00 FEET TO A POINT; THENCE N69°38'02"W, A DISTANCE OF 1092.01 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20 AND TO THE POINT OF BEGINNING.

CONTAINING 4,522,901 SQUARE FEET OR 103.832 ACRES MORE OR LESS.

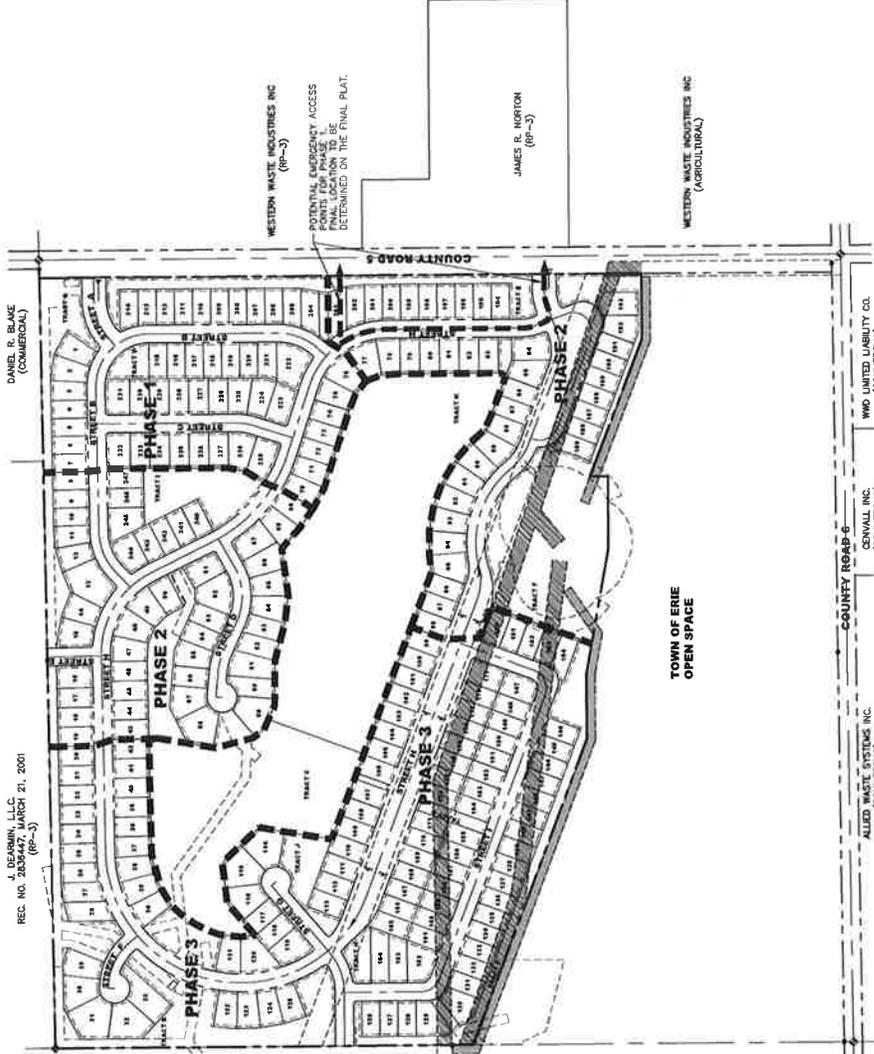
Exhibit B

SUNSET

PRELIMINARY PLAT A REPLAT OF TRACT A TOWN OF ERIE, COUNTY OF WELD COUNTY, STATE OF COLORADO 103.83 ACRES - 247 LOTS - 11 TRACTS PP-13-00010

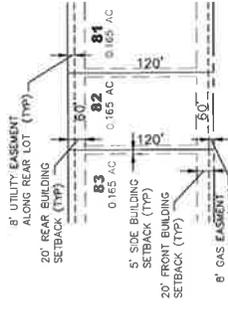
J. DEARIN, LLC
REC. NO. 285997, MARCH 21, 2001
(RP-3)

DANIEL R. BLAKE
(COMMERCIAL)



LEGEND:

--- PHASE LINE



WAPA TRANSMISSION LINE NOTES:

1. THE UNITED STATES ELECTRIC TRANSMISSION LINE EASEMENT AREAS AND ALL CONSTRUCTION ACTIVITIES WITHIN SAID EASEMENTS SHOULD BE COORDINATED WITH WESTERN AREA POWER ADMINISTRATION, P.O. BOX 3700, LOVELAND, COLORADO 80539-3600 (970-461-7200).
2. NO TREES AND NO VEGETATION THAT EXCEEDS 10 FEET IN HEIGHT AT MATURITY IS ALLOWED WITHIN THE EASEMENT.
3. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED WITHIN THE TRANSMISSION LINE EASEMENT AREAS.
4. A MINIMUM OVERHEAD CLEARANCE OF 18 FEET FROM THE TRANSMISSION LINE CONDUCTORS MUST BE MAINTAINED AT ALL TIMES.
5. INDUCED VOLTAGES AND CURRENTS MAY OCCUR ON THE FACILITY CONSTRUCTED OR PLACED UNDER OR NEAR HIGH VOLTAGE TRANSMISSION LINES. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL AND EQUIPMENT FROM OVERVOLTAGE, OVERCURRENT, OPERATION AND MAINTENANCE OF THE FACILITY.
6. ANY CHANGES IN EXISTING TOPOGRAPHY MUST BE IDENTIFIED AND APPROVED BY WESTERN AREA POWER ADMINISTRATION. ANY CHANGES TO THE TRANSMISSION LINE STRUCTURE IS NOT PERMITTED WITHIN 20 FEET OF ANY TRANSMISSION LINE STRUCTURE.
7. OWNERS SHALL NOT ERECT OR INSTALL FENCES OR OTHER STRUCTURES ACROSS THE EASEMENT AREA WITHOUT COORDINATION AND APPROVAL BY WESTERN.



2	2
SP1	15
DATE	JANUARY 23, 2014

SUNSET PRELIMINARY PLAT SITE PLAN/PHASING PLAN

Calibre
Calibre Engineering Inc.
10017 20th Ave S
Boulder, CO 80501
www.calibre-engineering.com
303.440.8888

Project Name	FILLAND SUNSET
Prepared For	FS ERIE ESTATES, LLC
Drawn By	BOOK
Checked By	BER
Scale	1" = 200'
North Arrow	TAL

Client Name	ZISP, LLP
Address	10017 20th Ave S, Boulder, CO 80501
Project Name	FILLAND SUNSET
Prepared For	FS ERIE ESTATES, LLC

Project Name	FILLAND SUNSET
Prepared For	FS ERIE ESTATES, LLC
Drawn By	BOOK
Checked By	BER
Scale	1" = 200'
North Arrow	TAL

Client Name	ZISP, LLP
Address	10017 20th Ave S, Boulder, CO 80501
Project Name	FILLAND SUNSET
Prepared For	FS ERIE ESTATES, LLC

Client Name	ZISP, LLP
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SUNSET

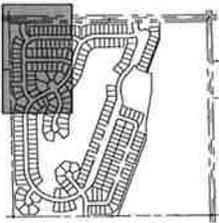
PRELIMINARY PLAT

A REPLAT OF TRACT A

TOWN OF ERIE, COUNTY OF WELD COUNTY, STATE OF COLORADO

103.83 ACRES - 247 LOTS - 11 TRACTS

PP-13-00010



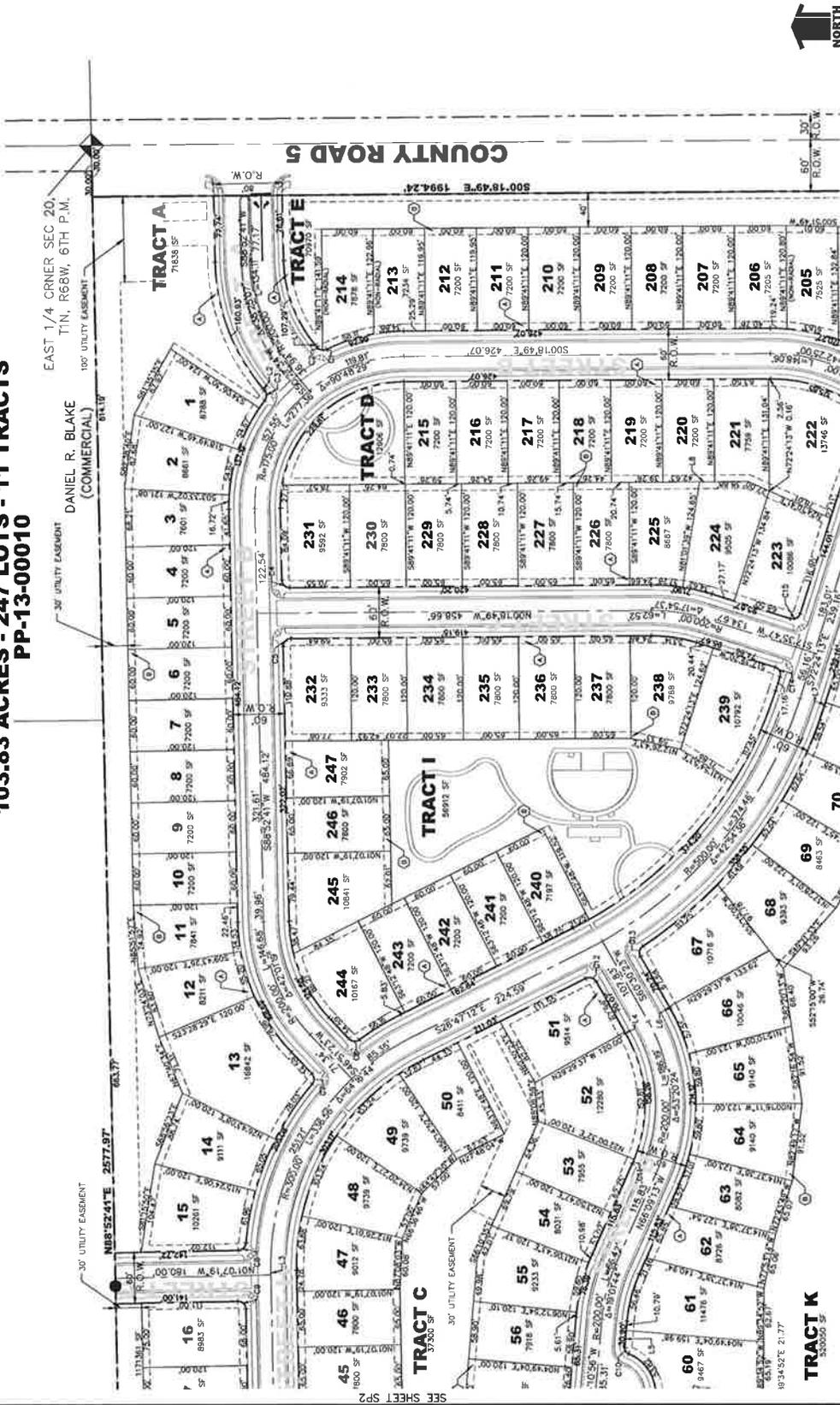
KEYMAP

LEGEND:

- ⊙ 8' UTILITY EASEMENT ADJACENT TO ALL RIGHT-OF-WAY
- ⊙ 8' UTILITY EASEMENT ADJACENT TO ALL REAR PROPERTY LINES

LINE	LENGTH	DIRECTION
L1	3.62'	N45°10'00"E
L2	3.62'	N50°27'54"E
L3	4.94'	N88°52'41"E
L4	2.08'	N63°00'23"E
L5	2.011'	N83°05'56"W
L6	2.61'	N83°02'23"E
L7	4.28'	S72°24'13"E
L8	17.37'	S00°16'49"E

CURVE #	LENGTH	RADIUS	DELTA
C1	5.02'	9.00'	315°22'5"
C2	7.04'	9.00'	44°46'24"
C3	12.06'	9.00'	76°45'43"
C4	14.01'	9.00'	89°11'31"
C5	14.26'	9.00'	90°48'29"
C6	13.10'	9.00'	83°27'29"
C7	13.10'	9.00'	83°25'58"
C8	13.23'	9.00'	84°14'02"
C9	14.14'	9.00'	90°00'00"
C10	8.88'	7.00'	72°38'54"
C11	5.45'	17.000'	150°15'
C12	13.77'	9.00'	87°17'35"
C13	13.48'	9.00'	85°10'02"
C14	14.14'	9.00'	90°00'00"
C15	14.14'	9.00'	90°00'00"



Sheet 4 of 15
SP3
 DATE: JANUARY 23, 2014

SUNSET
 PRELIMINARY PLAT
 SITE PLAN

Calibre
 Civil Engineering & Surveying
 1000 West 10th Street, Suite 100
 Fort Collins, CO 80521
 (970) 225-1234

Owner: SUNSET
 Preparer: ISLAND SUNSET
 Project: SUNSET
 Date: 1/23/14

SUNSET
PRELIMINARY PLAT
A REPLAT OF TRACT A
TOWN OF ERIE, COUNTY OF WELD COUNTY, STATE OF COLORADO
103.83 ACRES - 247 LOTS - 11 TRACTS
PP-13-00010
 SEE SHEET SP2



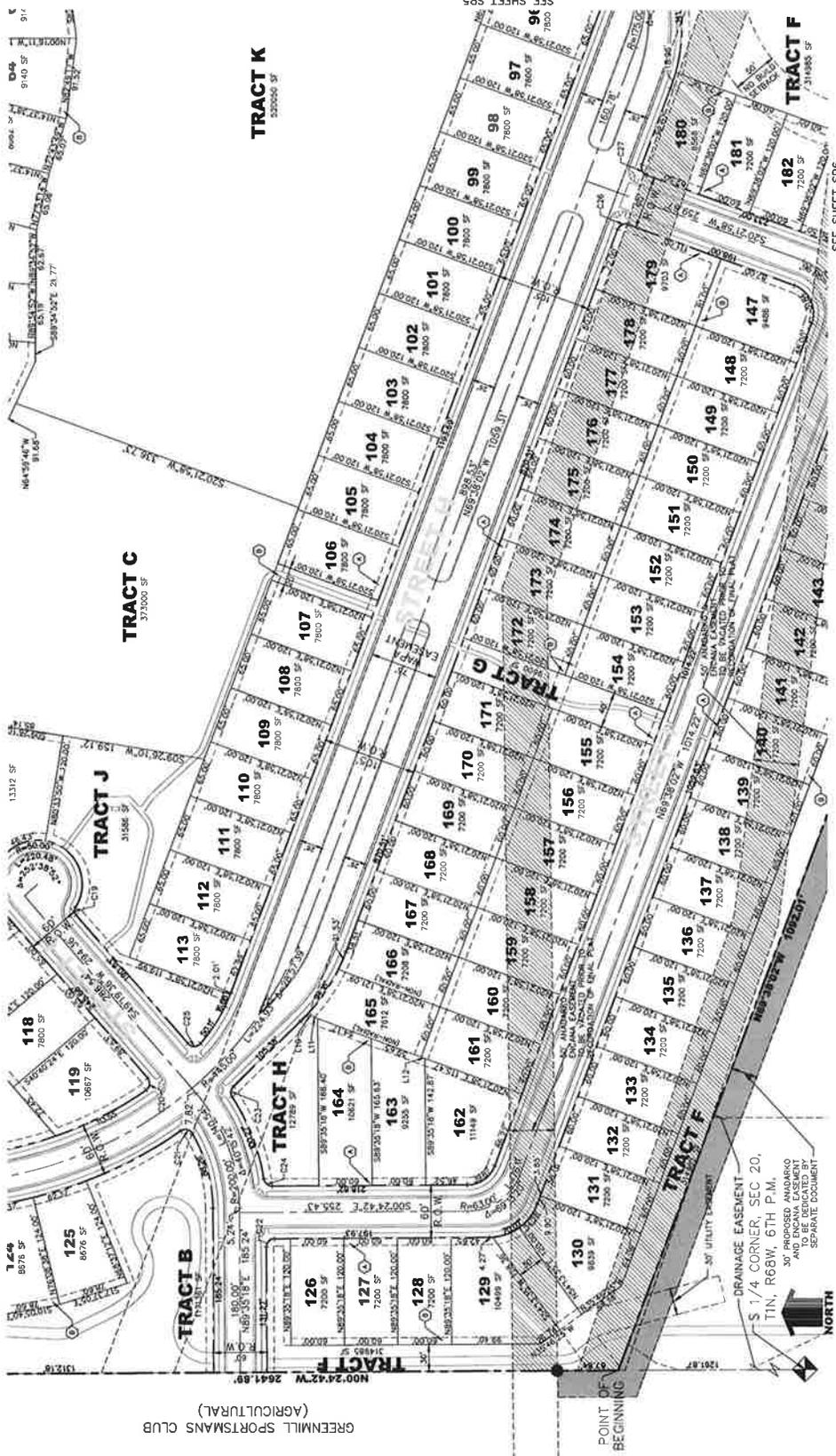
LEGEND:
 (A) 8' UTILITY EASEMENT ADJACENT TO ALL RIGHT-OF-WAY
 (B) 8' UTILITY EASEMENT ADJACENT TO ALL REAR PROPERTY LINES

LINE TABLE

LINE #	LENGTH	DIRECTION
L10	6.88'	S42°07'15"W
L11	4.86'	S20°21'56"W
L12	4.53'	S20°21'56"W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C19	8.88'	7.00'	72°38'52"
C20	15.00'	9.00'	95°30'44"
C21	15.00'	9.00'	95°34'21"
C22	14.14'	9.00'	90°00'00"
C23	12.44'	9.00'	79°12'18"
C24	12.86'	9.00'	81°32'47"
C25	15.47'	9.00'	96°29'45"
C26	14.14'	9.00'	90°00'00"
C27	14.14'	9.00'	90°00'00"



SEE SHEET SP5

SEE SHEET SP6

POINT OF BEGINNING

DRAINAGE EASEMENT
 S 1/4 CORNER, SEC 20,
 T1N, R68W, 6TH P.M.
 30' WIDE EASEMENT
 AND ENCLAVE EASEMENT
 TO BE DEPICTED BY
 SEPARATE DOCUMENT

GREENMILL SPORTSMANS CLUB
 (AGRICULTURAL)

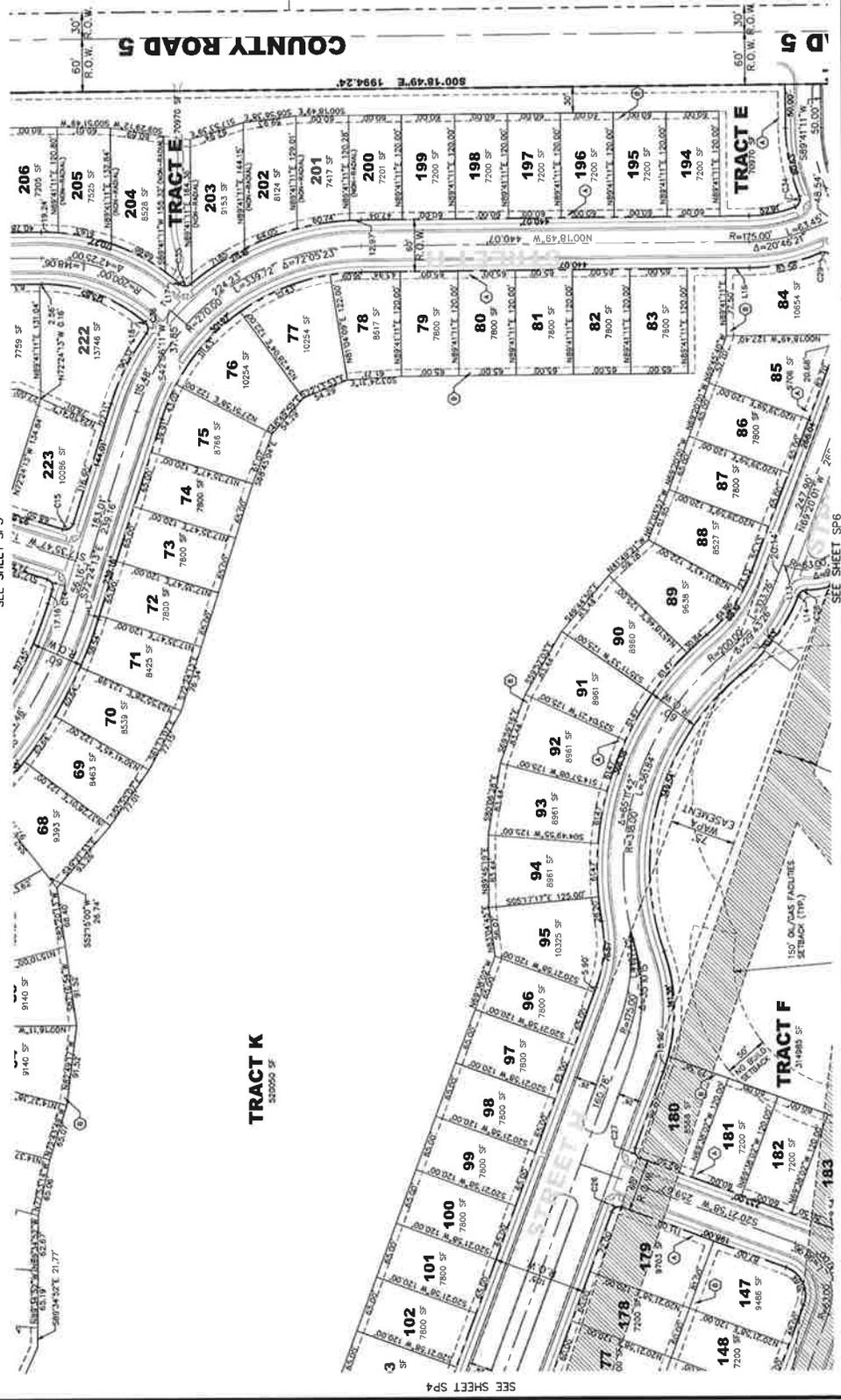


PROPERTY TYPE	PROJECT	CLIENT	DATE
215 PLAW	ISLAND SUNSET	FS ERESTATES, LLC	

DATE	REVISION	DESCRIPTION

SUNSET

PRELIMINARY PLAT A REPLAT OF TRACT A TOWN OF ERIE, COUNTY OF WELD COUNTY, STATE OF COLORADO 103.83 ACRES - 247 LOTS - 11 TRACTS PP-13-00010 SEE SHEET SP3



LINE TABLE	
PAC	DIRECTION
L7	4.26' S72°41'E
L13	6.32' S20°59'59"W
L14	2.54' N67°52'08"W
L16	27.16' S00°18'48"E
L17	1.32' N42°08'11"E
L18	1.32' N42°08'11"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C14	14.14'	9.00'	90°00'00"
C15	14.14'	9.00'	90°00'00"
C26	14.14'	9.00'	90°00'00"
C27	14.14'	9.00'	90°00'00"
C28	10.78'	9.00'	89°56'15"
C29	14.12'	9.00'	89°55'16"
C34	14.23'	9.00'	90°34'46"
C35	13.00'	9.00'	82°44'57"
C36	13.00'	9.00'	82°44'57"



KEYMAP

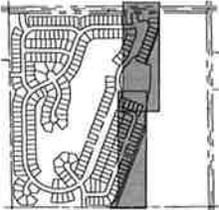
LEGEND:

⊙ UTILITY EASEMENT ADJACENT TO ALL RIGHT-OF-WAY

⊙ UTILITY EASEMENT ADJACENT TO ALL REAR PROPERTY LINES

Sheet SP5 <small>Date</small> JANUARY 23, 2014	SUNSET PRELIMINARY PLAT SITE PLAN	 <small>Calibre Engineering, Inc. 1500 S. Wadsworth Blvd., Suite 105 Highlands Ranch, CO 80120 (303) 949-1414 www.calibre-engineering.com Colorado Professional Engineer License No. 100000000</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><small>Drawn By</small> Z18PT.dwg</td> <td style="width: 20%;"><small>Project</small> SUNSET</td> <td style="width: 20%;"><small>Client</small> FS ERIE ESTATES, LLC</td> <td style="width: 40%;"><small>Scale</small> 1 inch = 66 ft. Horizontal</td> </tr> <tr> <td><small>Checked</small> BBR</td> <td><small>Drawn</small> BBR</td> <td><small>Project</small> TAL</td> <td><small>Revision</small> DESCRIPTION</td> </tr> </table>	<small>Drawn By</small> Z18PT.dwg	<small>Project</small> SUNSET	<small>Client</small> FS ERIE ESTATES, LLC	<small>Scale</small> 1 inch = 66 ft. Horizontal	<small>Checked</small> BBR	<small>Drawn</small> BBR	<small>Project</small> TAL	<small>Revision</small> DESCRIPTION
<small>Drawn By</small> Z18PT.dwg	<small>Project</small> SUNSET	<small>Client</small> FS ERIE ESTATES, LLC	<small>Scale</small> 1 inch = 66 ft. Horizontal								
<small>Checked</small> BBR	<small>Drawn</small> BBR	<small>Project</small> TAL	<small>Revision</small> DESCRIPTION								

SUNSET PRELIMINARY PLAT A REPLAT OF TRACT A TOWN OF ERIE, COUNTY OF WELD COUNTY, STATE OF COLORADO 103.83 ACRES - 247 LOTS - 11 TRACTS PP-13-00010

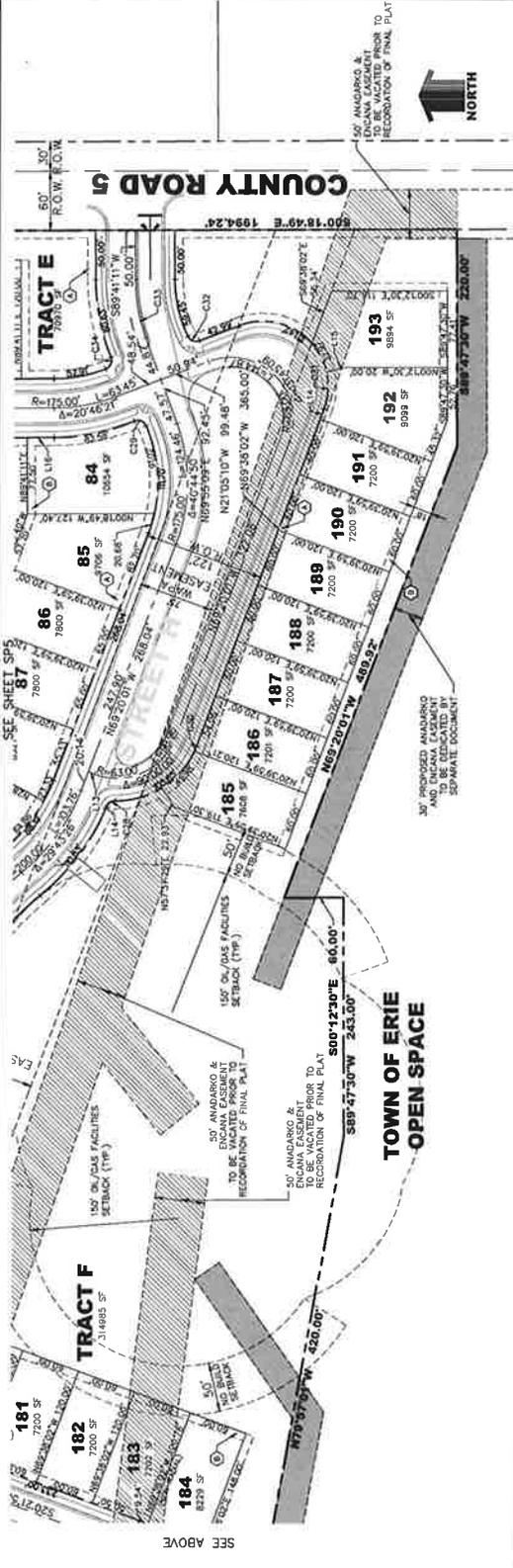
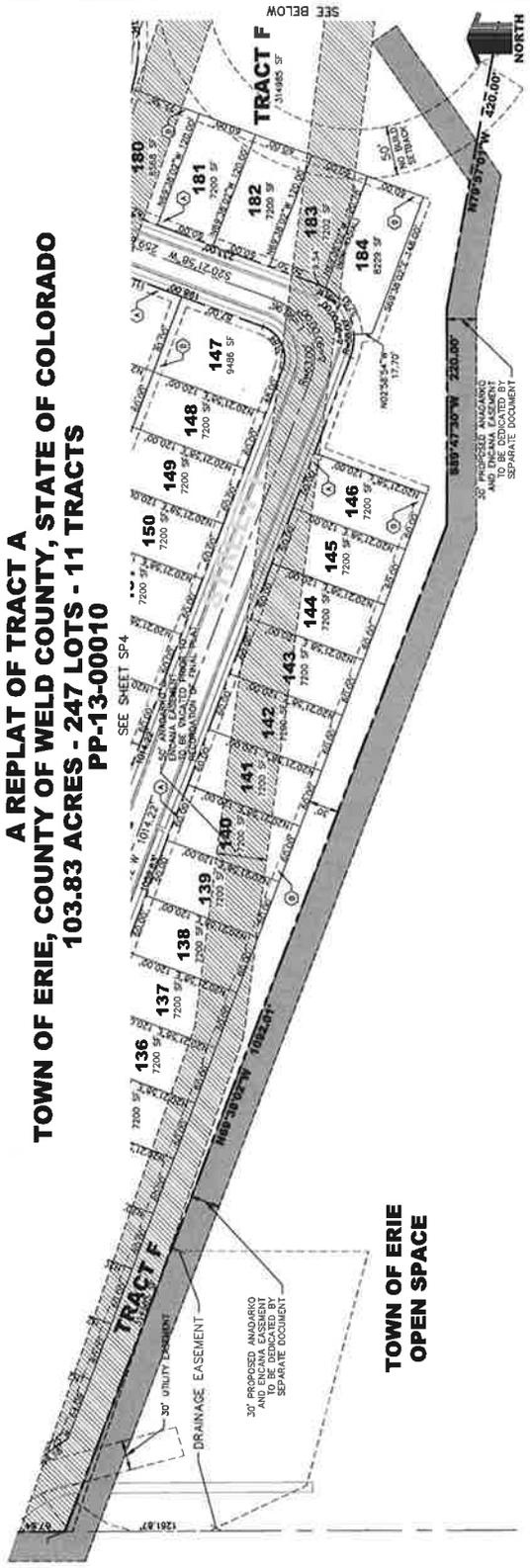


LEGEND:

- ⊙ 8' UTILITY EASEMENT ADJACENT TO ALL RIGHT-OF-WAY
- ⊙ 8' UTILITY EASEMENT ADJACENT TO ALL REAR PROPERTY LINES

LINE TABLE	LENGTH	DIRECTION
L13	6.32'	S20°29'55"W
L14	2.54'	N67°32'06"W
L14	10.84'	S69°38'02"E
L15	20.00'	N12°28'24"W
L16	27.76'	S00°18'42"E

CURVE #	LENGTH	RADIUS	DELTA
C28	10.78'	8.00'	88°35'12"
C29	14.12'	8.00'	89°35'18"
C30	5.85'	86.00'	35°7'44"
C31	36.40'	86.00'	33°0'21"
C32	13.24'	9.00'	84°7'12"
C33	60.39'	175.00'	19°46'02"
C34	14.23'	9.00'	90°34'48"



Sheet **7**
SP6
Date: **JANUARY 23, 2014**

**SUNSET
PRELIMINARY PLAT
SITE PLAN**

Calibre
Calibre Engineering Inc.
1000 North 10th Street, Suite 100
Hyattsville, CO 80139 | 303.778.6434
www.calibre-engineering.com
Civil Engineering • Surveying



Project Name: **218P1.dwg**
Client: **FISLAND SUNSET**
Project File: **FS ERIE STATES, LLC**

Drawn by: **BMK** | Checked by: **TAJ**
Designed by: **BRR** | Title: **TAJ**

DATE	DESCRIPTION

ATTACHMENT B

**Town of Erie
Planning Commission Regular Meeting
Wednesday, February 5, 2014
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, Co 80516**

I. CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE

Vice Chairman Mazzocco called the Regular Meeting of the Erie Planning Commission to order at 6:30 p.m.

II. ROLL CALL

Commissioner Bell - Excused	Commissioner Knott - Present
Commissioner Bottenhorn – Present	Commissioner Mazzocco - Present
Commissioner Burgard - Present	Commissioner Nelsen - Excused
Commissioner Trujillo - Present	

Staff Present: R. Martin Ostholthoff, Community Development Director;
Todd Bjerkaas, Senior Planner; and
Hallie Sawyer, Secretary to the Commission

III. APPROVAL OF THE AGENDA

Commissioner Bottenhorn moved to approve the February 5, 2014, Regular Meeting Agenda as submitted. The motion, seconded by Commissioner Trujillo, carried with all voting in favor thereof.

IV. APPROVAL OF MINUTES

a. Minutes from the January 15, 2014, Regular Meeting.

Commissioner Burgard moved to approve the January 15, 2014, Minutes as submitted. The motion, seconded by Commissioner Trujillo, carried with all voting in favor thereof.

V. PUBLIC COMMENTS (This agenda item provides the public an opportunity to discuss items other than items that are on the agenda. The Planning Commission is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.)

None.

VI. RESOLUTIONS (This agenda item is for all matters that should be decided by resolutions.)

1. Public Hearing – Sunset PUD Overlay

Purpose: Consider PUD Overlay

Project File #: PUD-13-00059

Request: Consideration of Resolution P14-03, A Resolution Regarding The Sunset PUD Overlay Map, Adopting Certain Findings Of Fact And Conclusions Favorable To The PUD Overlay Rezoning.

Location: The Northwest Corner of WCR 5 & 6

Zoning: LR – Low Density Residential

Applicants: FS Land, Yvonne Seaman, Representative

(Staff Planner: Todd Bjerkaas)

2. Public Hearing – Sunset Preliminary Plat

Purpose: Consider Preliminary Plat

Project File #: PP-13-00010

Request: Consideration of Resolution P14-04, A Resolution Regarding The Sunset Preliminary Plat, Adopting Certain Findings Of Fact And Conclusions Favorable To The Preliminary Plat.

Location: The Northwest Corner of WCR 5 & 6

Zoning: LR – Low Density Residential

Applicants: FS Land, Yvonne Seaman, Representative
(Staff Planner: Todd Bjerkaas)

Vice Chairman Mazzocco opened the Public Hearing at 6:33 p.m. Mr. Bjerkaas presented the applications for the Sunset PUD Overlay and the Sunset Preliminary Plat, outlining the background of the requests, reviewing the criteria for approval, entering the documents into the record, and recommending approval of Resolutions P14-03 & P14-04.

Yvonne Seaman, 945 Grayling, Highlands Ranch; Karen Henry, Henry Design; and Todd Johnson, Calibre Engineering were present to address any questions or concerns from the Commission. Ms. Seaman provided an overview of the 247 dwelling unit project, describing the lot size variations; use of Bridgewater Design Guidelines which are more restrictive than our code; and showed a photograph showing the street section under the WAPA lines.

There was no public comment.

Commissioner questions and concerns covered comparison of the 2007 proposal and the current proposal; description of how alternative compliance was being met; percentage of large lots; spine trail access points; gun range direction of fire; sidewalks on Weld County Road 5; option to bury WAPA line; drainage and detention; adverse impacts downstream; agreements with Green Mills; update of Natural Areas Report; architectural standards modifications; breaking point for police services; detention ponds ability to hold all runoff; open space uses; status of negotiations with Green Mills and the WAPA median. Vice Chairman Mazzocco closed the public hearing at 7:19 p.m.

There being no discussion, Commissioner Bottenhorn moved approval of Resolution P14-03, A Resolution Regarding The Sunset PUD Overlay Map, Adopting Certain Findings Of Fact And Conclusions Favorable To The PUD Overlay Rezoning. The motion, seconded by Commissioner Trujillo, carried with all voting in favor thereof.

Commissioner Bottenhorn moved approval of Resolution P14-04, A Resolution Regarding The Sunset Preliminary Plat, Adopting Certain Findings Of Fact And Conclusions Favorable To The Preliminary Plat. The motion, seconded by Commissioner Trujillo, carried with all voting in favor thereof.

VII. STAFF REPORTS (This agenda items is reserved for specific items from Staff requiring Commission direction or just relaying important information.)
None.

VIII. COMMISSIONER REPORTS AND DISCUSSION ITEMS (This agenda item is for all Planning Commission reports and items of information as well as Commission discussion items, not listed on the agenda)
None.

IX. ADJOURNMENT

There being no further business to come before the Commission, Vice Chairman Mazzocco adjourned the February 5, 2014, Regular Meeting of the Planning Commission at 7:20 p.m.

Respectfully Submitted,

Town of Erie Planning Commission

By: _____
Hallie S. Sawyer, Secretary

By: _____
Michael Mazzocco, Vice Chair

ATTACHMENT C

RESOLUTION NO. P14-04

A RESOLUTION REGARDING THE SUNSET PRELIMINARY PLAT, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO THE PRELIMINARY PLAT.

WHEREAS, the Planning Commission of the Town of Erie, Colorado, considered the Sunset Preliminary Plat on Wednesday, February 5, 2014 on the application of FS Erie Estates LLC, A Colorado Limited Liability Company, 6321 South Newport Court, Englewood, CO 80111, such Preliminary Plat being a plat of the following real property; to wit:

See Exhibit "A," attached hereto and incorporated herein, and

WHEREAS, the application for Preliminary Plat is detailed on the attached Exhibit "B" Sunset Preliminary Plat, dated July 8, 2013.

WHEREAS, said Sunset Preliminary Plat is incorporated herein and made part hereof by this reference.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION
OF THE TOWN OF ERIE, COLORADO, as follows:**

Section 1. Findings of Fact.

1. The applicant's application and supporting documents are in substantial compliance with Section 7.7.C of Title 10, Town of Erie Municipal Code.
2. The Town of Erie Municipal Code shall be followed in the development of the property.
3. A Detailed Development Agreement (DA) will be required at such time as the property is approved for the final plat.
4. The Preliminary Plat as proposed, subject to the following conditions, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.
 - a. A license agreement between the Town and WAPA will be required to allow the 75' wide WAPA easement and transmission lines within the proposed ROW and street cross section prior to final plat approval.
 - b. The 50' oil and gas pipeline easement that encumbers several lots shall be vacated before a final plat can be approved for the lots affected. Improvement plans for the relocated Encana and Anadarko underground distribution lines are required at such time and relocation of the lines must occur concurrent with or prior to development of affected Sunset phases.
 - c. An agreement with Green Mill Sportsman Club and dedication of an easement thereof for location of the proposed water line and sanitary sewer line across its property will be required prior to final plat approval.
 - d. A construction easement by the Town of Erie and an approved alignment and design will be required prior to final plat approval for the proposed sanitary sewer

line across Town-owned open space.

- e. An agreement with the property owner to the north, Dearmin J., LLC, and dedication of an easement for location of the proposed water line across its property and an easement for off-site drainage improvements and grading will be required prior to final plat approval.
- f. An agreement with the property owner to the west, GSX Denver Regional Land Fill, Inc., and dedication of an easement for relocation of the Anadarko and Encana pipeline and easement will be required prior to final plat approval.
- g. At final plat and building permit the applicant shall follow recommendations made by Western Environment and Ecology, Inc. and Terracon in the soils, geotechnical, and geological subsidence reports and the Colorado Geological Survey (CGS) recommendations.
- h. The approval of the Sunset Preliminary Plat shall not come into effect until the Sunset PUD Zoning Map is approved and recorded for the property.
- i. Technical corrections to Sunset Preliminary Plat shall be made to the Town's satisfaction.

Section 2. Conclusions and Order Recommending Approval of the Sunset Preliminary Plat to the Board of Trustees.

1. Based on the above Findings of Fact, the Planning Commission hereby forwards the Sunset Preliminary Plat application to the Board of Trustees with the Planning Commission's recommendation for approval with the conditions of approval listed above.

INTRODUCED, READ, SIGNED AND APPROVED this 5th day of February 2014.

TOWN OF ERIE, PLANNING COMMISSION


Michael Mazzocco, Vice-Chair

ATTEST:


Hallie S. Sawyer, Secretary

Exhibit A

Legal Description

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 20, WHENCE THE SOUTH QUARTER CORNER THEREOF BEARS S00°24'42"W, 2641.89 FEET AND ALL BEARINGS ARE MADE A REFERENCE HEREON;

THENCE N00°24'42"W, 1261.87 FEET TO A POINT BEING ON THE WEST LINE SE 1/4, SECTION 20 AND BEING THE POINT OF BEGINNING;
THENCE N00°24'42"W, ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 1380.02 FEET TO A POINT; THENCE N88°52'41"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, A DISTANCE OF 2577.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 5; THENCE S00°18'49"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1944.24 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 220.00 FEET TO A POINT; THENCE N69°20'01"W, A DISTANCE OF 489.92 FEET TO A POINT; THENCE S00°12'30"E, A DISTANCE OF 60.00 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 243.00 FEET TO A POINT; THENCE N79°57'01"W, A DISTANCE OF 420.00 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 220.00 FEET TO A POINT; THENCE N69°38'02"W, A DISTANCE OF 1092.01 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20 AND TO THE POINT OF BEGINNING.

CONTAINING 4,522,901 SQUARE FEET OR 103.832 ACRES MORE OR LESS.

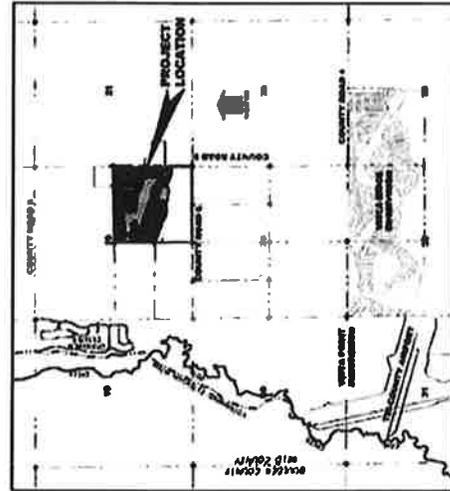
Exhibit B

SUNSET PRELIMINARY PLAT A REPLAT OF TRACT A TOWN OF ERIE, COUNTY OF WELD COUNTY, STATE OF COLORADO 103.83 ACRES - 247 LOTS - 11 TRACTS PP-13-00010

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
A REPLAT OF TRACT A AS DEEMED BY THE SUNSET-JUNIOR SUBDIVISION PLAT RECEPTION NUMBER 3PH552Z
CONTAINING A SQUARE FOOT OR 133.632 ACRES MORE OR LESS

LAND SUMMARY CHART			
LAND USES	DWELLING UNITS	AREA/ACRES	% OF TOTAL AREA
RESIDENTIAL:			
7000-71.51 LOTS	114	19.56	18.72
7000-71.52 LOTS	133	27.41	26.40
SUBTOTAL	247	47.97	45.92
PARK LANDS:			
POCKET PARKS	0.35	2.04	1.95
NEIGHBORHOOD PARKS	2.08	SEE PLAN-LEJ	
COMMUNITY PARKS	3.47	SEE PLAN-LEJ	
LANDSCAPE AREA	0.00	0.81	0.78
SUBTOTAL	5.90	2.85	2.74
OPEN SPACES:			
ORIENTED OPEN SPACE	11.81	71.94	11.50
UNORIENTED OPEN SPACE		25.00	22.15
SUBTOTAL	11.81	54.94	51.65
LOCAL E.O.W.		18.67	17.89
SUBTOTAL		18.67	17.98
TOTAL	247 UNITS	103.83	100.00

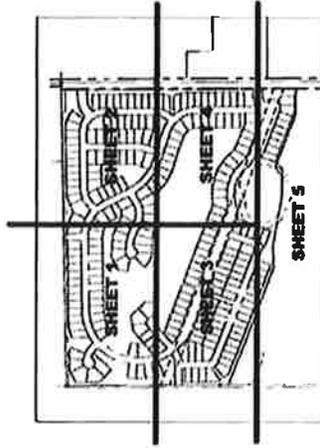


VICINITY MAP

SHEET INDEX

1	TITLE SHEET
2	SITE PLAN/PHOTOS
3	SECTIONAL
4	TYPICAL SECTIONS
5	ELECTRIC CONDITIONS
6-12	CR-003 10-12
13	OFF-SITE UTILITY PLAN
14-15	EXHIBITS 1 & 1A

13 TOTAL SHEETS



KEY CONTACTS:

CIVIL ENGINEERING:
 CALBRE ENGINEERING INC.
 1000 WEST 10TH AVE.
 DENVER, CO 80202
 PHONE: (303) 739-5434
 FAX: (303) 739-1139

OWNER/APPLICANT:
 ISLAND SUBSET, LLC
 1000 WEST 10TH AVE.
 DENVER, CO 80202
 PHONE: (303) 591-1321

PLANNER/LANDSCAPING ARCHITECT:
 STALLER & GIBBY INC.
 1000 WEST 10TH AVE.
 DENVER, CO 80202
 PHONE: (303) 448-2280
 FAX: (303) 448-0038

BENCHMARK

BENCHMARK: 48.33.5000. MONUMENT MARK IN TOP OF A SQUARE CONCRETE
 POST SET IN THE EAST END OF THE EAST RAIL TIE OFF MAIN
 ROAD 6.33 FEET EAST-NORTHEAST FROM THE EAST RAIL TIE OFF MAIN
 ROAD 6.33 FEET NORTH AND 2.5 FEET SOUTH FROM A WITNESS POST.

BASIS OF BEARINGS:

BASES OF BEARINGS IS THE SOUTH END OF THE SUBDIVISION QUARTER OF
 SECTION 20, BEING 289.252174° AND ADJUSTED AS SHOWN

NOTES:

- TRACTS A-K SHALL HAVE PUBLIC ACCESS EASEMENTS
- AN AVIGATION EASEMENT COVERS THE ENTIRE PROPERTY PER EXHIBIT RECORDED ON 11/26/07 RECEPTION NO. 2518-030

TRACT SUMMARY CHART

TRACT	AREA	USE	CONSTRUCTION	OWNERSHIP/MAINTENANCE
A	1.55	LANDSCAPE BUFFER	DEVELOPER	HQA
B	3.93	BUFFER/DRAINAGE	DEVELOPER	HQA
C	8.56	LANDSCAPE BUFFER/DRAINAGE	DEVELOPER	HQA
D	0.30	LANDSCAPE BUFFER	DEVELOPER	HQA
E	1.53	LANDSCAPE BUFFER	DEVELOPER	HQA
F	7.23	LANDSCAPE BUFFER	DEVELOPER	HQA
G	0.72	LANDSCAPE BUFFER	DEVELOPER	HQA
H	0.29	LANDSCAPE BUFFER	DEVELOPER	HQA
I	1.31	POCKET PARK	DEVELOPER	HQA
J	0.73	POCKET PARK	DEVELOPER	HQA
K	11.94	OPEN SPACE	DEVELOPER	HQA
TOTAL	37.79	/DRAINAGE	DEVELOPER	HQA

-Calbre-

1000 WEST 10TH AVE. DENVER, CO 80202
 PHONE: (303) 739-5434 FAX: (303) 739-1139

Sheet: **T1** of **15**

DATE: **JANUARY 23, 2014**

PROJECT: **SUNSET PRELIMINARY PLAT TITLE SHEET**

217-AW

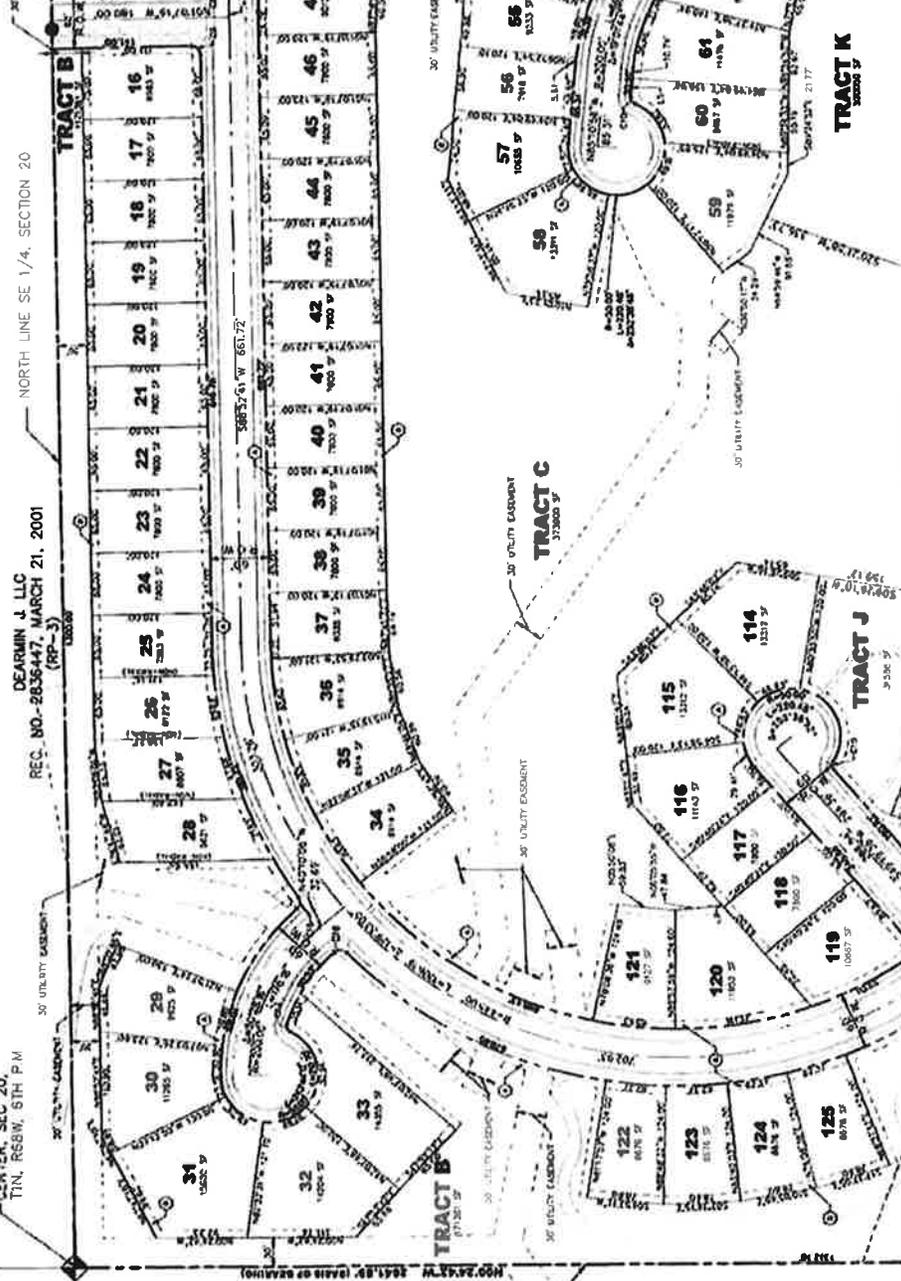
ISLAND SUBSET

FE ERIE RESTATE, LLC

DATE: **JAN 23 2014**

TIME: **10:00 AM**

SUNSET
PRELIMINARY PLAT
A REPLAT OF TRACT A
TOWN OF ERIE, COUNTY OF WELD COUNTY, STATE OF COLORADO
103.83 ACRES - 247 LOTS - 11 TRACTS
PP-13-00010



DEARMIN J LLC
 REC. NO.-2836447, MARCH 21, 2001
 (RP-3)

NORTH LINE SE 1/4, SECTION 20

CENTER, SEC 20
 T1N, R66W, 5TH PM

WEST LINE SE 1/4, SECTION 20
 GREENMILL SPORTSMAN'S CLUB
 (AGRICULTURAL)

SEE SHEET SP-4



KEYMAP
 LEGEND:
 (A) 6' UTILITY EASEMENT ADJACENT TO ALL RIGHT-OF-WAY
 (B) 6' UTILITY EASEMENT ADJACENT TO ALL REAR PROPERTY LINES

LOT TABLE

TRACT	LENGTH	DIRECTION
L3	4.84	REVERSE
L5	20.31	REVERSE
L8	2.27	REVERSE

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	13.10	5.00	83.2300°
C2	13.27	5.00	84.7400°
C3	14.14	5.00	80.0000°
C4	8.85	5.00	72.3832°
C5	5.47	170.00	1.5072°
C6	12.27	5.00	84.1400°
C7	10.27	5.00	82.0000°
C8	12.27	5.00	87.0015°
C9	8.85	5.00	72.3832°

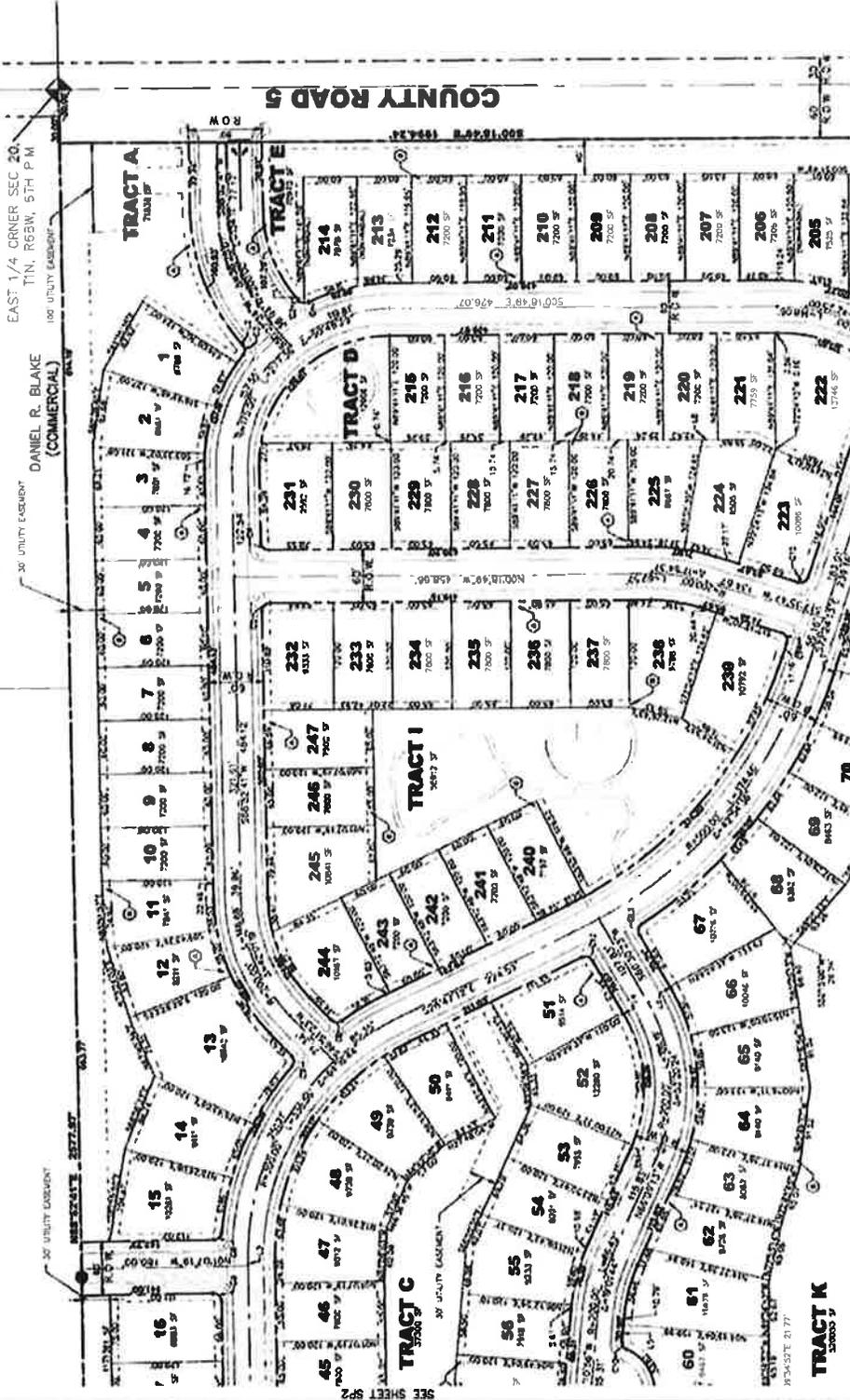
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NO.	DATE	BY	FOR
1	1/22/14	BAR	FILE

NO.	DATE	BY	FOR
1	1/22/14	BAR	FILE

NO.	DATE	BY	FOR
1	1/22/14	BAR	FILE

SUNSET
PRELIMINARY PLAT
A REPLAT OF TRACT A
TOWN OF ERIE, COUNTY OF WELD COUNTY, STATE OF COLORADO
103.83 ACRES - 247 LOTS - 11 TRACTS
PP-13-00010



EAST 1/4 CORNER SEC 26,
 T1N, R63W, 5TH P.M.
 100' UTILITY EASEMENT

DANIEL R. BLAKE
 (COMMERCIAL)

30' UTILITY EASEMENT

30' UTILITY EASEMENT

LEGEND:

- Ⓐ 5' UTILITY EASEMENT ADJACENT TO ALL RIGHT-OF-WAY
- Ⓑ 8' UTILITY EASEMENT ADJACENT TO ALL REAR PROPERTY LINES

KEYMAP

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	5.07'	8.00'	33.72°
C2	7.94'	8.00'	44.82°
C3	12.00'	8.00'	60.90°
C4	14.28'	8.00'	69.71°
C5	14.28'	8.00'	69.71°
C6	13.12'	8.00'	63.23°
C7	13.22'	8.00'	64.16°
C8	14.14'	8.00'	66.92°
C9	8.88'	2.00'	72.88°
C10	5.45'	120.00'	1.76°
C11	13.47'	8.00'	67.73°
C12	14.14'	8.00'	66.92°
C13	14.14'	8.00'	66.92°
C14	14.14'	8.00'	66.92°
C15	14.14'	8.00'	66.92°

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	13.62'	S89°21'47"E
L2	2.62'	S65°27'54"E
L3	4.94'	N48°52'41"E
L4	2.02'	S65°20'13"E
L5	20.11'	N45°12'58"W
L6	2.84'	N60°22'37"E
L7	4.29'	S72°4'33"E
L8	17.37'	S00°18'49"E

SEE SHEET SP2

SEE SHEET SP6

SEE SHEET SP7

SEE SHEET SP8

SEE SHEET SP9

SEE SHEET SP10

SEE SHEET SP11

SEE SHEET SP12

SEE SHEET SP13

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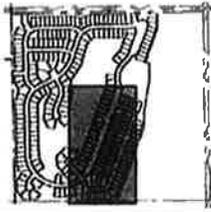
SEE SHEET SP231

SEE SHEET SP232

SEE SHEET SP233

SEE SHEET SP234

SUNSET
PRELIMINARY PLAT
A REPLAT OF TRACT A
TOWN OF ERIE, COUNTY OF WELD COUNTY, STATE OF COLORADO
103.83 ACRES - 247 LOTS - 11 TRACTS
PP-13-00010
 SEE SHEET SP2

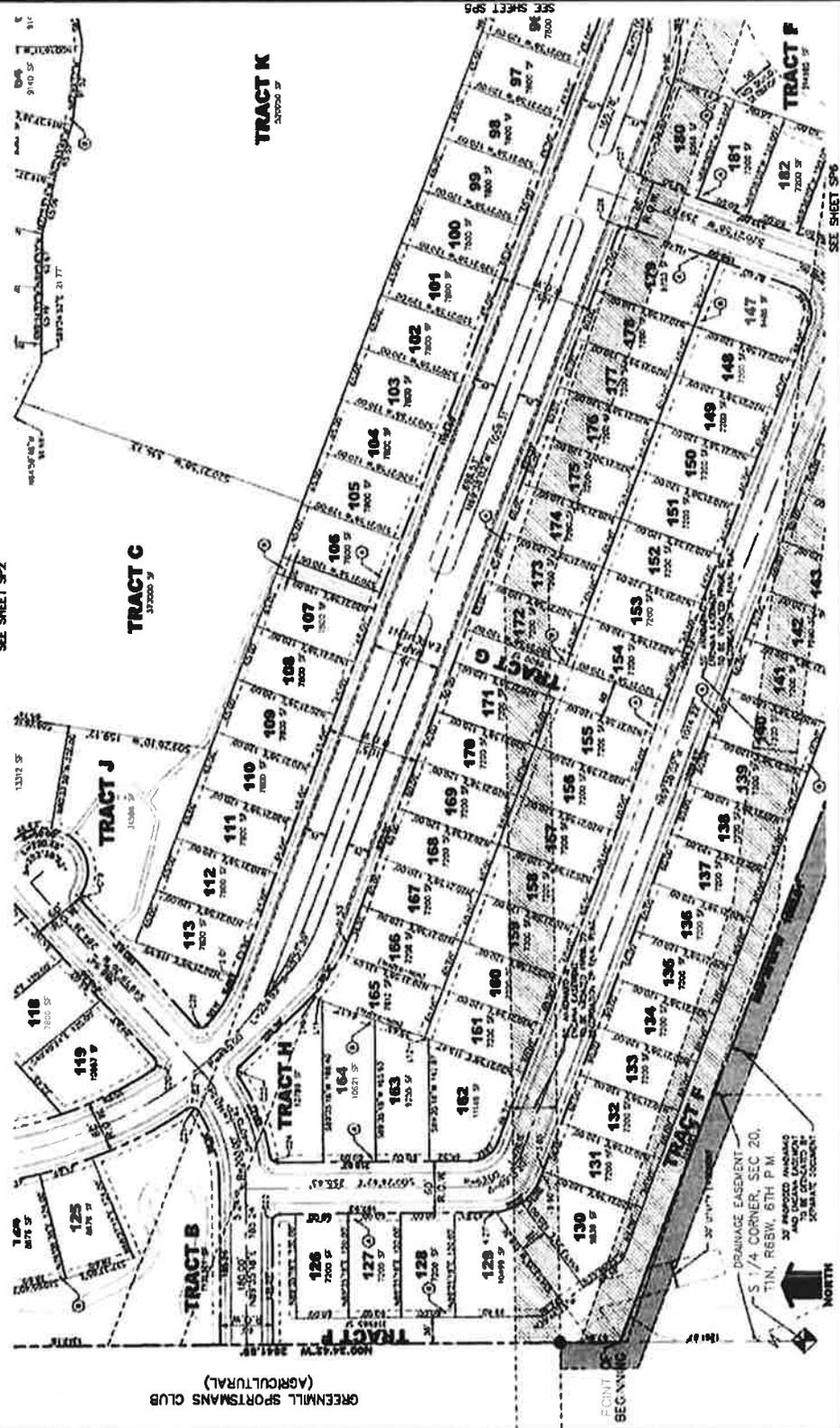


LINE TABLE

LINE NUMBER	DIRECTION
L12 6.58'	S43°07'15"W
L17 4.85'	S02°01'56"W
L12 4.53'	S02°01'56"W

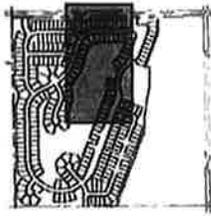
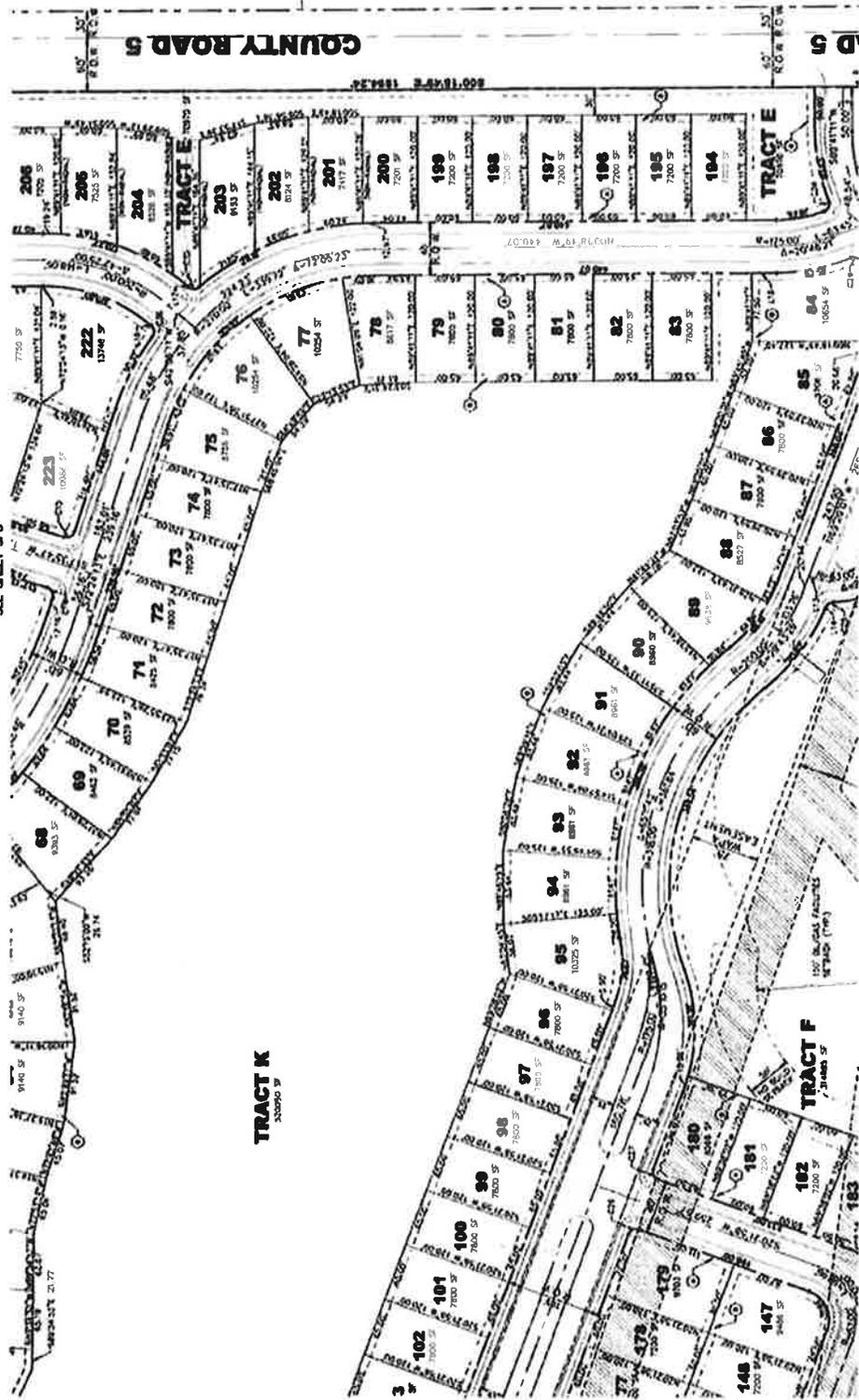
CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	9.84'	9.00'	32°28'52"
C2	13.07'	9.00'	65°25'44"
C3	15.08'	9.00'	65°25'41"
C4	14.14'	9.00'	80°00'00"
C5	11.90'	9.00'	79°15'16"
C6	13.47'	9.00'	80°28'42"
C7	14.47'	9.00'	80°00'00"
C8	14.44'	9.00'	80°00'00"



2157PL04g	ISLAND SUBSET	FS-RIE ESTATES LLC	DATE: 08/20/14	TAU
-Calbre				
10000 E. 10th Avenue, Suite 100, Denver, CO 80231 Phone: 303.755.1100 Fax: 303.755.1101 Email: info@calbre.com Website: www.calbre.com				
SUNSET				
PRELIMINARY PLAT				
SITE PLAN				
SP4				
JANUARY 23, 2014				

SUNSET
PRELIMINARY PLAT
A REPLAT OF TRACT A
TOWN OF ERIE, COUNTY OF WELD COUNTY, STATE OF COLORADO
103.83 ACRES - 247 LOTS - 11 TRACTS
PP-13-00010
SEE SHEET SP3



KEYMAP

- LEGEND:**
- Ⓐ UTILITY EASEMENT ADJACENT TO ALL RIGHT-OF-WAY
 - Ⓑ UTILITY EASEMENT ADJACENT TO ALL REAR PROPERTY LINES

LINE TABLE

TAG	LENGTH	DIRECTION
L1	4.50'	STATIONARY
L2	16.22'	S27°25'20"W
L3	2.54'	W47°30'00"W
L4	27.61'	S00°15'48"E
L5	1.22'	N47°26'11"E
L6	1.22'	N42°08'11"E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C14	14.84'	8.00'	80°20'00"
C15	4.44'	8.00'	80°20'00"
C16	14.84'	8.00'	80°20'00"
C17	14.84'	8.00'	80°20'00"
C18	12.70'	8.00'	89°25'15"
C19	14.82'	8.00'	80°20'00"
C20	13.00'	8.00'	82°44'37"
C21	13.00'	8.00'	82°44'37"

SP5
 6
 15
 JANUARY 25, 2014

SUNSET
PRELIMINARY PLAT
SITE PLAN

Calibre
 Civil Engineers & Surveyors
 1000 South 10th Street, Suite 100
 Fort Collins, CO 80504
 (970) 226-1111
 www.calibreco.com

11/27/2013	11/27/2013	11/27/2013	11/27/2013
ISLAND SUNSET	ISLAND SUNSET	ISLAND SUNSET	ISLAND SUNSET
PS ERNE ESTATES, LLC			

DATE	BY	DESCRIPTION

THIS PLAT IS THE PROPERTY OF CALIBRE ENGINEERS & SURVEYORS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CALIBRE ENGINEERS & SURVEYORS, INC.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: Tuesday, March 11, 2014

SUBJECT: **CONSENT AGENDA:**
Consideration Of Ordinance 10-2014 (Second Reading): An Ordinance Regarding The Sunset PUD Zoning Map Overlay Rezoning, Adopting Certain Findings Of Fact And Conclusions Favorable To The Planned Unit Development Overlay Rezoning.

PURPOSE: A Public Hearing to consider a request to for a PUD Overlay on the Sunset property.

CODE REVIEW: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: Todd Bjerkaas, Senior Planner

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: Staff recommends the Board of Trustees approve Ordinance 10-2014, an ordinance approving the Sunset PUD Zoning Map.

PLANNING COMMISSION RECOMMENDATION: On February 5, 2014, the Planning Commission held a Public Hearing to consider the Sunset PUD Zoning Map and recommended approval of the PUD Overlay to the Board of Trustees in Resolution P14-03.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owner: FS Erie Estates LLC
Steve Foley
6321 South Newport Court
Englewood, CO 80111

- Existing Conditions:**
- Site Condition: Vacant land with oil/gas and agricultural operations
 - Property Size: 103.83 acres

Location: Northwest Corner of Weld County Road 5 and Weld County Road 6



Adjacent Land-Use/Zoning:

	ZONING	LAND USE
NORTH	LR – Low Density Residential with PUD AG – Weld County	Future Residential – Erie Highlands Blake’s Small Car Salvage
SOUTH	LR – Low Density Residential	Town of Erie Open Space
EAST	RP-3 – Rural Preservation 3	Vacant Land
WEST	RP-3 – Rural Preservation 3 AG – Weld County	Closed Landfill Green Mill Sportsman’s Club

Purpose of PUD Overlay:

The PUD Overlay District is generally used when there is special public interest that doesn’t coincide with the traditional zoning in a geographic area. The PUD Overlay District may only be used when an application is not able to meet the requirements of a standard zone classification. The PUD is a mapped area with restrictions in addition to, or less than, those in the underlying traditional zone. Rather than attempt to create a new zoning category, an overlay zone is superimposed over the traditional zone and establishes additional regulations, or reduces or extends the existing uses. The underlying zoning identifies permitted land uses, the overlay zone may provide design restrictions, additional setbacks, or other exceptions to the base district regulations.

General purposes of a PUD are as follows:

- a. Establish a procedure for the development of larger parcels of land in order to reduce or eliminate the rigidity, delays, and inequities that otherwise would result from application of zoning standards and procedures designed primarily for small parcels.
- b. Ensure orderly and thorough planning and review procedures that will result in high-quality urban design.
- c. Encourage variety and avoid monotony in large developments by allowing greater freedom in selecting the means to provide access, light, open space, and amenity.
- d. Provide a mechanism for considering mixes of uses that can be made compatible by application of careful and imaginative treatment of interrelationships of activity.
- e. Encourage allocation and improvement of common open space in residential areas, and provide for maintenance of the open space at the expense of those who will directly benefit from it.
- f. To convert land so poorly developed as to be a public liability.
- g. Encourage the preservation of serviceable existing structures of historic value or artistic merit by providing the opportunity to use them imaginatively for purposes other than that for which they were originally intended.
- h. Encourage the assembly of properties that might otherwise be developed in unrelated increments to the detriment of surrounding neighborhoods.
- i. To simplify processing of development proposals for developers and the Planning Commission by providing for concurrent review of land use, subdivision, public improvements and siting considerations.

Sunset PUD Details:

The Sunset PUD Overlay Map (PUD) sets the maximum number of dwelling units at 247. The applicant is committing to dedicate public pocket parks and open space to the HOA to meet the Town requirements. The applicant will pay a fee in lieu for their required neighborhood park and community park dedications.

The PUD Map identifies 6 overlay planning areas: 2 residential planning areas and 4 open space areas.

Single Family Lot/Setback Modifications:

Modification of the UDC requirements for single family dimensional standards for lots is being requested in the PUD.

Below are the UDC requirements for the LR-Low Density Residential zone district that underlays these planning areas:

TABLE 4-1: DIMENSIONAL AND DENSITY STANDARDS – RESIDENTIAL AND COMMERCIAL DISTRICTS (Additional standards may apply. See Use-Specific Standards in Section 3.2 Density bonuses are available as an incentive to encourage a mix of dwelling unit types)								
District	Max/Min Density (DU/Acre)	Minimum Lot Standards		Minimum Setbacks (ft.) ^⓪				Max Height (ft)
		Width (ft)	Net Area (sq ft) ^⓪	Front	Street (all uses)	Interior Lot Line	Rear	
RR	0.5/na	150	80,000	Principal: 40 Accessory: 50	40	15	Principal: 40 Accessory: 15	40
ER	1/na	100	40,000	Principal: 30 Accessory: 40	30	10	Principal: 30 Accessory: 10	35
SR	3/na	75	SF: 10,000 MF: 5,000 per DU	Principal: 25 Accessory: 35	20	Prin: 10 ^⓪ Acc: 5 ^⓪	Principal: 25 Accessory: 5	Prin: 35 Acc: 30
LR	5/na	SF: 50 60 corner MF: none	SF: 5,000 MF: 2,500 per DU		20	5 ^⓪		Prin: 35 Acc: 25
MR	10/5	SF: 50 60 corner MF: none	SF: 5,000 MF: 2,500 per DU	Principal: 20 Accessory: 30	20	Prin: 5 ^⓪ Acc: 5 ^⓪	Principal: 20 Accessory: 5	Prin: 35 Acc: 25
HR	16/10	SF: 50 60 corner MF: none	SF: 5,000 MF: 2,500 per DU		20	Prin: 10 ^⓪ Acc: 5 ^⓪		

Below are the proposed dimensional standards for the planning areas with LR zoning:

DIMENSIONAL STANDARDS

DISTRICT	MIN. LOT STANDARDS		MIN. LOT SETBACKS (ft)			MAX. LOT (ft)
	WIDTH	AREA	FRONT	SIDE (street)	SIDE (Int.)	AREA (sf)
LR	50 ft	5,000 sf	PRINC. 20 ft	10 ft	5 ft	PRINC. 20 ft
	60 ft CORNER		ACC. 30 ft			ACC. 5 ft

The applicant has also requested encroachment language in the side and rear setbacks similar to those adopted in the Bridgewater PUD.

Single Family Architectural Standards:

Modification of the UDC requirements for single family architectural standards is being requested in the PUD. The applicant is proposing to use the same architectural standards that have been adopted in the Bridgewater PUD.

Fence Design Criteria:

The code allows 5’ tall fences adjacent to open space if they are not more than 50 percent opaque. Privacy fences may be no more than 4’ in height adjacent to open space. The applicant is requesting through the PUD to include 5’ tall privacy fences along the north side open space of Lots 1-7 only. These lots back up directly to Blake’s Small Car Salvage to the north.

PUD Approval Criteria

Staff finds the application consistent with the Approval Criteria of Title 10, Section 7.6 D.9 PUD Overlay Rezoning:

- a. The PUD Rezoning is consistent with the Purpose of the PUD Overlay District in Section 2.7.D.1;
- b. The PUD Rezoning will promote the public health, safety, and general welfare;
- c. The PUD Rezoning is consistent with the Town’s Comprehensive Master Plan and the purposes of this UDC;
- d. The PUD Rezoning is generally consistent with the PUD standards in Subsection 2.7.D.2;
- e. 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;
- f. The PUD Rezoning 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 substantially mitigated;
- g. The PUD Rezoning is not likely to result in significant adverse impacts to significant scenic and historic features as identified in plans adopted by the Town;
- h. The PUD Rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property;
- i. Proposed uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property;
- j. The proposed phasing of the development is appropriate and the development can be substantially completed within the time period specified in the schedule of the development or Development Agreement submitted by the applicant; and
- k. The PUD Plan provides public benefit(s).

Public Notice

Notice of this Public Hearing has been provided as follows:

Published in the Colorado Hometown Weekly:	February 5, 2014
Property Posted:	February 5, 2014
Letters to property owners within 300-feet:	February 7, 2014

As required by the Municipal Code a Neighborhood Meeting was held:

Neighborhood Meeting Date:	October 1, 2013
Neighborhood Meeting Location:	Erie Community Library

The required posted and mailed notice of the Neighborhood Meeting was provided as required.

Staff Recommendation:

Staff recommends the Board of Trustees approve Ordinance 10-2014, an Ordinance approving the Sunset PUD Zoning Map with the following conditions:

1. The approval of the Sunset PUD Zoning Map shall not come into effect until a Final Plat is approved and recorded for the property. The PUD Zoning Map shall not be recorded until after a Final Plat is recorded.
2. Technical corrections to the Sunset PUD Zoning Map shall be made to the Town's satisfaction.

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. Draft Ordinance 10-2014
- B. Draft Planning Commission minutes
- C. Planning Commission Resolution P14-03

ATTACHMENT A

ORDINANCE NO. 10-2014

AN ORDINANCE REGARDING THE SUNSET PUD ZONING MAP OVERLAY REZONING, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO THE PLANNED UNIT DEVELOPMENT OVERLAY REZONING.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, considered the Sunset PUD Zoning Map Overlay Rezoning on Tuesday, February 25, 2014 on the application of FS Erie Estates, LLC, 6321 South Newport Court, Englewood, CO 80111, such Planned Unit Development Overlay Rezoning being of the following real property; to wit:

See “Exhibit A,” attached hereto and incorporated herein by this reference; and,

WHEREAS, the Sunset PUD Zoning Map Overlay Rezoning is authorized by the Town of Erie Municipal Code, Title 10; and,

WHEREAS, the Board of Trustees of the Town of Erie has found the application materials and PUD Overlay Rezoning entitled “Sunset PUD Overlay Map” incorporated herein and made a part hereof by this reference, to be complete and that good and sufficient reason has been shown to be present to justify the rezoning of the property; and,

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

Section 1. The Board of Trustees of the Town of Erie, Colorado has determined that the PUD Overlay Rezoning meets the Approval Criteria as specified in Title 10, “Unified Development Code,” of the Town of Erie Municipal Code, and makes the following findings of fact:

- a. The PUD Rezoning is consistent with the Purpose of the PUD Overlay District in Section 2.7.D.1;
- b. The PUD Rezoning will promote the public health, safety, and general welfare;
- c. The PUD Rezoning is consistent with the Town’s Comprehensive Master Plan and the purposes of this UDC;
- d. The PUD Rezoning is generally consistent with the PUD standards in Section 2.7.D.2;
- e. 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;

- f. The PUD Rezoning 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 substantially mitigated;
- g. The PUD Rezoning is not likely to result in significant adverse impacts to significant scenic and historic features as identified in plans adopted by the Town;
- h. The PUD Rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property;
- i. Proposed uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property;
- j. The proposed phasing of the development is appropriate and the development can be substantially completed within the time period specified in the schedule of the development or Development Agreement submitted by the applicant; and
- k. The PUD Plan provides public benefit(s).

Section 2. The Property is hereby Rezoned to include the PUD Overlay Zoning as an addition to the approved underlying Zone District(s) as more specifically set forth on the PUD Zoning Map attached hereto, as “Exhibit B,” and incorporated herein by reference. Said Sunset PUD Zoning Map Overlay Rezoning shall be effective upon the recordation of a Final Plat(s) that is in substantial compliance with the approved Preliminary Plat. In the event that a Final Plat(s) that is in substantial compliance with the approved Preliminary Plat is not recorded or, in the event a Final Plat(s) that is not in substantial compliance with the approved Preliminary Plat is recorded; then, the Sunset PUD Zoning Map Overlay shall be null and void.

Section 3. 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 to include the-PUD Overlay on the effective date of the Sunset PUD Zoning Map. All activities conducted on the Property shall be in conformance with the underlying Zone District(s) and PUD Overlay, as identified in the Town of Erie Municipal Code.

Section 4. Severance Clause. If an 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 or parts may be declared invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

**INTRODUCED, READ, ADOPTED, ORDERED AND PUBLISHED IN FULL BY
THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 11th DAY OF MARCH
2014.**

TOWN OF ERIE, COLORADO, a Colorado
municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 20, WHENCE THE SOUTH QUARTER CORNER THEREOF BEARS S00°24'42"W, 2641.89 FEET AND ALL BEARINGS ARE MADE A REFERENCE HEREON;

THENCE N00°24'42"W, 1261.87 FEET TO A POINT BEING ON THE WEST LINE SE 1/4, SECTION 20 AND BEING THE POINT OF BEGINNING;
THENCE N00°24'42"W, ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 1380.02 FEET TO A POINT; THENCE N88°52'41"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, A DISTANCE OF 2577.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 5; THENCE S00°18'49"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1944.24 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 220.00 FEET TO A POINT; THENCE N69°20'01"W, A DISTANCE OF 489.92 FEET TO A POINT; THENCE S00°12'30"E, A DISTANCE OF 60.00 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 243.00 FEET TO A POINT; THENCE N79°57'01"W, A DISTANCE OF 420.00 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 220.00 FEET TO A POINT; THENCE N69°38'02"W, A DISTANCE OF 1092.01 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20 AND TO THE POINT OF BEGINNING.

CONTAINING 4,522,901 SQUARE FEET OR 103.832 ACRES MORE OR LESS.

EXHIBIT B

SUNSET PUD OVERLAY MAP

A PARCEL LOCATED IN THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

A REPLAT OF TRACT A AS DEFINED BY THE SUNSET-MINOR PLAT RECEPTION NUMBER 3916652 CONTAINING 103.832 ACRES MORE OR LESS

PUD-13-00059

LEGAL DESCRIPTION
 A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 20, WHENCE THE SOUTH QUARTER CORNER THEREOF BEARS S90°24'42"W, 261.89 FEET AND ALL BEARINGS ARE MADE A REFERENCE HEREON;
 THENCE N00°24'42"W, 1261.87 FEET TO A POINT BEING ON THE WEST LINE SE 1/4, SECTION 20 AND BEING THE POINT OF BEGINNING;
 THENCE N00°24'42"W, ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 1360.02 FEET TO A POINT; THENCE N89°52'41"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, A DISTANCE OF 2577.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF QUARTER ROAD S; THENCE S89°07'49"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1944.24 FEET TO A POINT; THENCE S89°07'30"W, A DISTANCE OF 1230.00 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 243.00 FEET TO A POINT; THENCE N79°57'01"W, A DISTANCE OF 420.00 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 220.00 FEET TO A POINT; THENCE N69°38'02"W, A DISTANCE OF 1092.01 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20 AND TO THE POINT OF BEGINNING,
 CONTAINING 4,522.601 SQUARE FEET OR 103.832 ACRES MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, STREETS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF SUNSET PUD OVERLAY MAP, ALL PUBLIC WAY AND OTHER PUBLIC RIGHTS-OF-WAY, LANDS, AND OTHER DESIGNATED PUBLIC SUBDIVISIONS, ALL PUBLIC WAY AND OTHER DEDICATED AND CONVEYED TO THE TOWN OF ERIE, COLORADO, IN FEE SIMPLE ABSOLUTE, WITH MARKETABLE TITLE, FOR PUBLIC USES AND PURPOSES SHOWN HEREON.

ARCHITECTURAL STANDARDS FOR SINGLE FAMILY DETACHED DWELLING UNITS (These standards replace subsection 6.7.E of the Uniform Development Code)

1. Architectural Variety and Character
 - a. Architectural Variety
 1. Design Standards
 - (A) No identical model plan elevation shall be repeated directly across any street from the same model plan and elevation.
 - (B) No identical model plan elevation shall be repeated more than once within every four (4) lots on the same side of any street.
 - (C) A minimum of three (3) alternate elevations for each model plan shall be submitted to the Town for review.
 - b. Architectural Character

Each single family detached model plan and elevation shall demonstrate the following design attributes:

 1. Design Standards
 - (A) Each elevation shall include a minimum of two (2) windows (or one (1) window and one (1) door) per floor.
 - (B) Each from elevation and rear elevation shall include more than one (1) wall plane. Articulation that adds shadow and visual interest is encouraged.
 - (C) A variety of roof forms should be used. Single unbroken roof pitches should be avoided except where a single roof treatment is an essential element of the Architectural Style (e.g., *Mansard*).
 - (D) The main roof should extend beyond the primary facade by a minimum of one (1) foot.
 - (E) An elevation of the home that bears a street, park, trail corridor or open space area shall provide an "Enhanced Elevation". An "Enhanced Elevation" shall provide three (3) or more of the following:
 - (1) A minimum of two (2) windows (or one (1) window and one (1) door) per elevation.
 - (2) A change in wall plane by providing one (1) or more of the following options:
 - An additional wall plane change.
 - A projecting or cantilevered living space.
 - A bay or boxed windows.
 - (3) A covered porch or deck.
 - (4) The addition of architectural detail elements such as: shutters, eave brackets, exposed rafter tails, corbels, lintels, railings, columns or pilasters.
 - (5) The use of a minimum of two (2) exterior cladding materials that can include materials such as brick, stucco or tile, lap siding, shingles, board and batten, or other decorative siding treatment.
 - (F) Columns and posts extending more than 36 inches above the ground which support structural elements such as porches, decks or roofs should appear to be of adequate mass to support the structure above. (No exposed 4 inch by 4 inch posts shall be allowed more than 36 inches above ground.) Columns supporting upper story decks should be 8 inches by 8 inches minimum finished.



Surveyor's Certificate:

I, _____, a duly licensed professional land surveyor in the State of Colorado, do hereby certify that this PUD Overlay Map truly and correctly represents the above discussed legal description and legal descriptions for each zone district.

I attest the above on this _____ day of _____, 20____.

Name _____
 for and on behalf of _____ Company
 Colorado Licensed Professional Land Surveyor # _____

Planning Commission Certificate:

This PUD Overlay Map was reviewed by the Planning Commission on the _____ day of _____, 20____.

Chairperson, Town of Erie _____

Board of Trustees Approval Certificate:

This PUD Overlay Map is to be known as the "Sunset PUD Overlay" and is approved and accepted by ordinance no. _____ passed and accepted at the regular meeting of the Board of Trustees of Erie, Colorado held on _____, 20____.

Mayor _____
 Attest _____
 Town Clerk _____

Clerk and Recorder's Certificate

STATE OF COLORADO _____
 COUNTY OF WELD _____

I hereby certify that this PUD Overlay Map was filed in my office on this _____ day of _____, 20____ and was recorded with reception number _____.

Weld County Clerk and Recorder _____



SUNSET PUD OVERLAY MAP
A PARCEL LOCATED IN THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
A REPLAT OF TRACT A AS DEFINED BY THE SUNSET-MINOR PLAT RECEPTION NUMBER 3916652
PUD-13-00059

Sheet Title: PUD Overlay Map
 Date: 11/11/2014
 Scale: 1" = 200'

SUNSET
Erie, Colorado
PUD OVERLAY MAP

PREPARED FOR:
 8574 E. Bevan, LLC
 2750 Street Hill Drive
 Denver, CO 80231
 303.981.1232

PREPARED BY:
 HENRY DESIGN CENTER, INC.
 1400 E. 14th Avenue, Suite 200
 Denver, CO 80218
 303.733.1234

DATE: 11/11/2014

BY: [Signature]

PROJECT # PR-13-0059

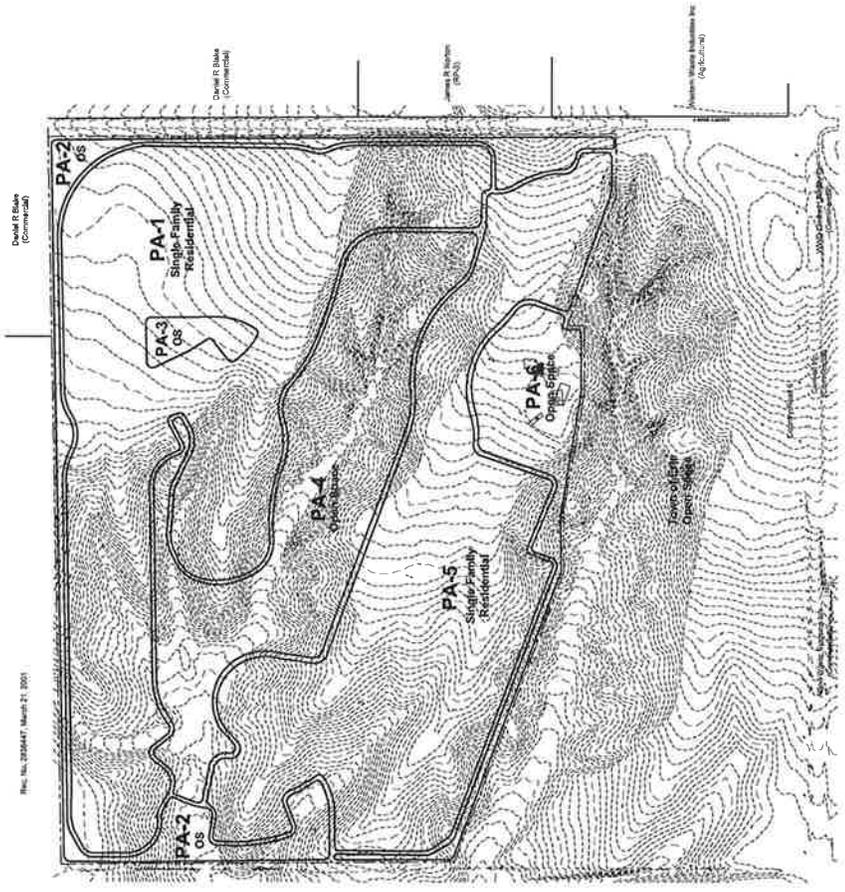
FENCE DESIGN CRITERIA
 The following fence types shall be provided:

1. Three (3) open rail fence where adjacent to parks and open space
2. Five (5) foot high wood or vinyl privacy fence for front wing fence, side and rear yard fencing not on open space or parks
3. Four (4) foot high metal picket fence with five (5) foot high masonry columns at entries to the neighborhood.
4. All perimeter fencing shall meet the requirements of Section 10.6.4.H.9 of the UDC.
5. A wood or vinyl privacy fence with a maximum height of five (5) feet is permitted on Lots 1-7 that back on the open space adjacent to Blake's Small Car Salvage.

DIMENSIONAL STANDARDS

DISTRICT	MIN. LOT STANDARDS		MIN. LOT SETBACKS (ft)				MAX. HT. (ft)
	WIDTH	AREA	FRONT	SIDE (STREET)	SIDE (R.H.)	REAR	
LR	60 ft. CORNER	5,000 sf	PRINC. 20 ft. ACC. 30 ft.	10 ft.	5 ft.	PRINC. 35 ft. ACC. 5 ft.	ACC. 25 ft.

1. Front, rear and side setbacks shall allow for encroachments provided that the living space does not exceed 20 square feet in size in each instance. The encroachments shall not extend more than (1) one foot beyond the building foundation for above grade features including eaves, counterforts, fireplace box-out, stoops, bay windows, room cantilevers overhangs, and like items.
2. Side and rear setbacks shall allow for encroachments up to two (2) feet beyond the building foundation for below-grade window wells.
3. Rear setbacks shall allow for an encroachment up to six (6) feet for a covered patio. (not enclosed)
4. Reduction of the front setback to fifteen (15) feet is allowed when garage sides to the ROW.



LAND USES	DWELLING UNITS	LAND SUMMARY CHART	AREA/ACRES	% OF TOTAL AREA
RESIDENTIAL:				
PA-1 AND PA-5	247		66.05	63.61
SUBTOTAL	247		66.05	63.61
OPEN SPACE				
PA-2, PA-3, PA-4, PA-6			37.79	36.39
SUBTOTAL			37.79	36.39
TOTAL	247		103.84	100.00

Owner: B. Schuchman, C/O
 (Agricultural)

6531 County Road 1, Box 101
 Erie, CO 80531, phone 303.436.1806
 (RPA-3)

ATTACHMENT B

Town of Erie
Planning Commission Regular Meeting
Wednesday, February 5, 2014
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, Co 80516

I. CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE

Vice Chairman Mazzocco called the Regular Meeting of the Erie Planning Commission to order at 6:30 p.m.

II. ROLL CALL

Commissioner Bell - Excused	Commissioner Knott - Present
Commissioner Bottenhorn – Present	Commissioner Mazzocco - Present
Commissioner Burgard - Present	Commissioner Nelsen - Excused
Commissioner Trujillo - Present	

Staff Present: R. Martin Ostholthoff, Community Development Director;
Todd Bjerkaas, Senior Planner; and
Hallie Sawyer, Secretary to the Commission

III. APPROVAL OF THE AGENDA

Commissioner Bottenhorn moved to approve the February 5, 2014, Regular Meeting Agenda as submitted. The motion, seconded by Commissioner Trujillo, carried with all voting in favor thereof.

IV. APPROVAL OF MINUTES

a. Minutes from the January 15, 2014, Regular Meeting.

Commissioner Burgard moved to approve the January 15, 2014, Minutes as submitted. The motion, seconded by Commissioner Trujillo, carried with all voting in favor thereof.

V. PUBLIC COMMENTS (This agenda item provides the public an opportunity to discuss items other than items that are on the agenda. The Planning Commission is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.)

None.

VI. RESOLUTIONS (This agenda item is for all matters that should be decided by resolutions.)

1. Public Hearing – Sunset PUD Overlay

Purpose: Consider PUD Overlay

Project File #: PUD-13-00059

Request: Consideration of Resolution P14-03, A Resolution Regarding The Sunset PUD Overlay Map, Adopting Certain Findings Of Fact And Conclusions Favorable To The PUD Overlay Rezoning.

Location: The Northwest Corner of WCR 5 & 6

Zoning: LR – Low Density Residential

Applicants: FS Land, Yvonne Seaman, Representative
(Staff Planner: Todd Bjerkaas)

2. Public Hearing – Sunset Preliminary Plat

Purpose: Consider Preliminary Plat

Project File #: PP-13-00010

Request: Consideration of Resolution P14-04, A Resolution Regarding The Sunset Preliminary Plat, Adopting Certain Findings Of Fact And Conclusions Favorable To The Preliminary Plat.

Location: The Northwest Corner of WCR 5 & 6

Zoning: LR – Low Density Residential

Applicants: FS Land, Yvonne Seaman, Representative
(Staff Planner: Todd Bjerkaas)

Vice Chairman Mazzocco opened the Public Hearing at 6:33 p.m. Mr. Bjerkaas presented the applications for the Sunset PUD Overlay and the Sunset Preliminary Plat, outlining the background of the requests, reviewing the criteria for approval, entering the documents into the record, and recommending approval of Resolutions P14-03 & P14-04.

Yvonne Seaman, 945 Grayling, Highlands Ranch; Karen Henry, Henry Design; and Todd Johnson, Calibre Engineering were present to address any questions or concerns from the Commission. Ms. Seaman provided an overview of the 247 dwelling unit project, describing the lot size variations; use of Bridgewater Design Guidelines which are more restrictive than our code; and showed a photograph showing the street section under the WAPA lines.

There was no public comment.

Commissioner questions and concerns covered comparison of the 2007 proposal and the current proposal; description of how alternative compliance was being met; percentage of large lots; spine trail access points; gun range direction of fire; sidewalks on Weld County Road 5; option to bury WAPA line; drainage and detention; adverse impacts downstream; agreements with Green Mills; update of Natural Areas Report; architectural standards modifications; breaking point for police services; detention ponds ability to hold all runoff; open space uses; status of negotiations with Green Mills and the WAPA median. Vice Chairman Mazzocco closed the public hearing at 7:19 p.m.

There being no discussion, Commissioner Bottenhorn moved approval of Resolution P14-03, A Resolution Regarding The Sunset PUD Overlay Map, Adopting Certain Findings Of Fact And Conclusions Favorable To The PUD Overlay Rezoning. The motion, seconded by Commissioner Trujillo, carried with all voting in favor thereof.

Commissioner Bottenhorn moved approval of Resolution P14-04, A Resolution Regarding The Sunset Preliminary Plat, Adopting Certain Findings Of Fact And Conclusions Favorable To The Preliminary Plat. The motion, seconded by Commissioner Trujillo, carried with all voting in favor thereof.

VII. STAFF REPORTS (This agenda items is reserved for specific items from Staff requiring Commission direction or just relaying important information.)
None.

VIII. COMMISSIONER REPORTS AND DISCUSSION ITEMS (This agenda item is for all Planning Commission reports and items of information as well as Commission discussion items, not listed on the agenda)
None.

IX. ADJOURNMENT

There being no further business to come before the Commission, Vice Chairman Mazzocco adjourned the February 5, 2014, Regular Meeting of the Planning Commission at 7:20 p.m.

Respectfully Submitted,

Town of Erie Planning Commission

By: _____
Hallie S. Sawyer, Secretary

By: _____
Michael Mazzocco, Vice Chair

ATTACHMENT C

RESOLUTION NO. P14-03

**A RESOLUTION REGARDING THE SUNSET PUD OVERLAY MAP,
ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS
FAVORABLE TO THE PUD OVERLAY REZONING.**

WHEREAS, the Planning Commission of the Town of Erie Colorado has received and considered the Sunset PUD Zoning Map Rezoning on February 5, 2014 on the application of FS Erie Estates LLC, 6321 South Newport Court, Englewood, CO 80111 for Rezoning of the of the following described real property:

See Exhibit "A," attached hereto and incorporated herein, and

WHEREAS, the application for Rezoning is detailed on the attached PUD Overlay Zoning Map titled Sunset PUD Zoning Map, attached hereto and incorporated herein as Exhibit "B," and

WHEREAS, said PUD Overlay Zoning Map is incorporated herein and made a part hereof by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF ERIE, COLORADO, as follows:

Section 1. Findings of Fact

1. The application for PUD Overlay Rezoning and supporting documents were submitted in accordance with Municipal Code, Title 10, Section 7.6.
2. Following a duly noticed and conducted public hearing, the Planning Commission determined that the application meets the approval criteria as specified in Title 10, Section 7.6 D.9 of the Town of Erie Municipal Code. Specifically that,
 - a. The PUD Rezoning is consistent with the Purpose of the PUD Overlay District in Section 2.7.D.1;
 - b. The PUD Rezoning will promote the public health, safety, and general welfare;
 - c. The PUD Rezoning is consistent with the Town's Comprehensive Master Plan and the purposes of this UDC;
 - d. The PUD Rezoning is generally consistent with the PUD standards in Section 2.7.D.2;
 - e. 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;

- f. The PUD Rezoning 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 substantially mitigated;
- g. The PUD Rezoning is not likely to result in significant adverse impacts to significant scenic and historic features as identified in plans adopted by the Town;
- h. The PUD Rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property;
- i. Proposed uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property;
- j. The proposed phasing of the development is appropriate and the development can be substantially completed within the time period specified in the schedule of the development or Development Agreement submitted by the applicant; and
- k. The PUD Plan provides public benefit(s).

Section 2. Conclusion and Order

Based on the above Findings of Fact, the Planning Commission hereby forwards the Sunset PUD Zoning Map, Rezoning application to the Board of Trustees with the Planning Commission's recommendation for approval, with the following conditions:

1. The approval of the Sunset PUD Zoning Map shall not come into effect until a Final Plat is approved and recorded for the property. The PUD Zoning Map shall not be recorded until after a Final Plat is recorded.
2. Technical corrections to the Sunset PUD Zoning Map shall be made to the Town's satisfaction.

INTRODUCED, READ, SIGNED AND APPROVED this 5th day of February 2014.

TOWN OF ERIE, PLANNING COMMISSION


Michael Mazzocco, Vice Chair

ATTEST:


Hallie S. Sawyer, Secretary

Exhibit A

Legal Description

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 20, WHENCE THE SOUTH QUARTER CORNER THEREOF BEARS S00°24'42"W, 2641.89 FEET AND ALL BEARINGS ARE MADE A REFERENCE HEREON;

THENCE N00°24'42"W, 1261.87 FEET TO A POINT BEING ON THE WEST LINE SE 1/4, SECTION 20 AND BEING THE POINT OF BEGINNING;
THENCE N00°24'42"W, ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 1380.02 FEET TO A POINT; THENCE N88°52'41"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, A DISTANCE OF 2577.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 5; THENCE S00°18'49"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1944.24 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 220.00 FEET TO A POINT; THENCE N69°20'01"W, A DISTANCE OF 489.92 FEET TO A POINT; THENCE S00°12'30"E, A DISTANCE OF 60.00 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 243.00 FEET TO A POINT; THENCE N79°57'01"W, A DISTANCE OF 420.00 FEET TO A POINT; THENCE S89°47'30"W, A DISTANCE OF 220.00 FEET TO A POINT; THENCE N69°38'02"W, A DISTANCE OF 1092.01 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20 AND TO THE POINT OF BEGINNING.

CONTAINING 4,522,901 SQUARE FEET OR 103.832 ACRES MORE OR LESS.

Exhibit B
Sunset PUD Zoning Map

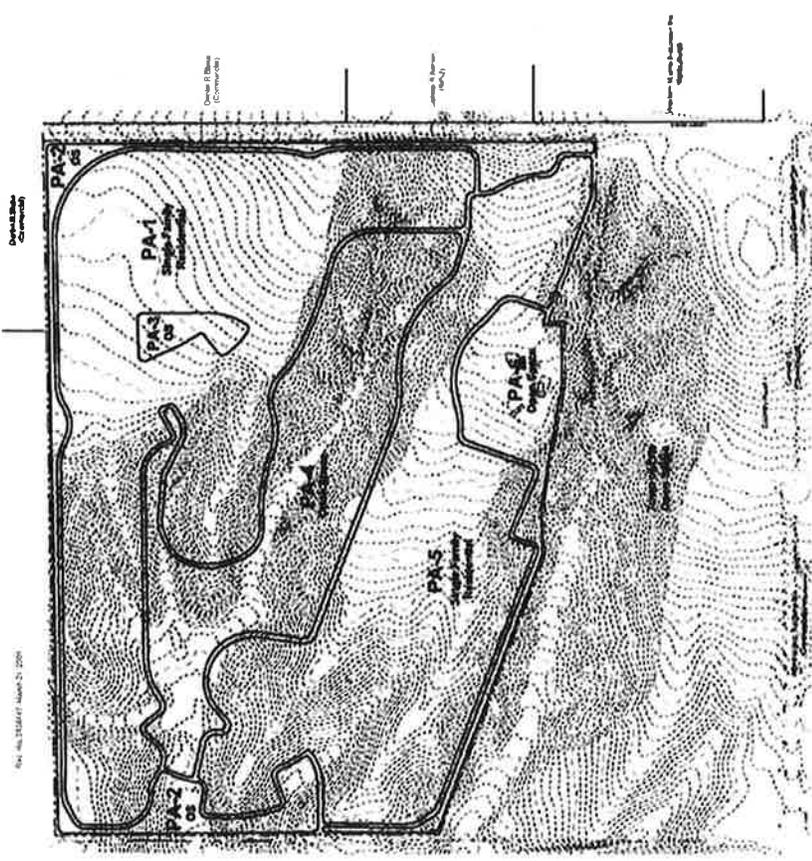
SUNSET PUD OVERLAY MAP
A PARCEL LOCATED IN THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
A REPLAY OF TRACT A AS DEFINED BY THE SUNSET-MINOR PLAT RECEPTION NUMBER 3916652
CONTAINING 103.832 ACRES MORE OR LESS
PUD-13-00059

- FENCE DESIGN CRITERIA**
 The following fence types shall be provided:
1. Three (3) open rail fence where adjacent to parks and open space
 2. Five (5) foot high wood or vinyl privacy fence for front wing fence, side and rear yard fencing not on open spaces or parks
 3. Four (4) foot high metal picket fence with five (5) foot high masonry columns at entries to the neighborhood.
 4. All perimeter fencing shall meet the requirements of Section 10.6.4.H.9 of the UDC.
 5. A wood or vinyl privacy fence with a maximum height of five (5) feet is permitted on Lots 1-7 that back on the open space adjacent to Blain's Small Car Salvage.

DIMENSIONAL STANDARDS

DISTRICT	MIN. LOT DIMENSIONS		MIN. LOT SETBACKS (ft)		MAX. LOT (ft)
	WIDTH	AREA	FRONT	SIDE (REAR)	
LR	30 ft	5,000 sq ft	10 ft	5 ft	ACQ. 20 ft
	60 ft CORNER		ACQ. 30 ft	ACQ. 5 ft	ACQ. 20 ft

1. Front, rear and side setbacks shall allow for encroachments provided that the living space does not exceed 20 square feet in size in each instance. The encroachments shall not extend more than (2) two feet beyond the building foundation for above grade features including awnings, counter tops, freestanding boat-out, stoops, bay windows, room cantilevers overhangs, and fire barns.
2. With 6' side setbacks only, side and rear setbacks shall allow for encroachments up to three (3) feet beyond the building foundation for below-grade window wells.
3. Rear setbacks shall allow for an encroachment up to six (6) feet for a covered patio. (not enclosed)
4. Reduction of the front setback to fifteen (15) feet is allowed when garage sides to the ROW.



LAND SUMMARY CHART			
LAND USES	DWELLING UNITS	AREA/ACRES	% OF TOTAL AREA
RESIDENTIAL:			
PA-1 AND PA-5	247	66.05	63.61
SUBTOTAL	247	66.05	63.61
OPEN SPACE:			
PA-2, PA-3, PA-4, PA-6	3779	37.79	36.39
SUBTOTAL	3779	37.79	36.39
TOTAL	247	103.84	100.00



SUNSET
Erie, Colorado
PUD OVERLAY MAP

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: March 11, 2014

SUBJECT: **CONSENT AGENDA:**
Resolution 14-38; A Resolution of the Board of Trustees Supporting a Sponsorship Agreement with Industrial Revolution Brewing Company for the Ballpark at Erie, 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:	\$0.00
INFORMATION:	Balance Available:	\$0.00
	Budget Line Item Number:	NA
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Approval of Resolution 14-38 in support of a Sponsorship Agreement with Industrial Revolution Brewing Company for displaying banners at the Ballpark at Erie.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

SUMMARY: Industrial Revolution Brewing Company (IRBC) of Erie is seeking to execute a Sponsorship Agreement with the Town that would provide for the display of three banners at the Ballpark at Erie. Town staff is supportive of such a Sponsorship Agreement as it provides an opportunity to promote a new local business and provides some revenues to offset costs associated with Parks & Recreation operations and events.

BACKGROUND: Resolution 06-38 established the Town's Municipal Sponsorship Marketing Policy authorizing the Town to enter into sponsorship agreements with vendors interested in marketing at various Town-owned venues. Resolution 10-72 amended Resolution 06-38 allowing the Town to enter into Sponsorship Agreements with commercial enterprises whose business is substantially derived from the sale or manufacture of alcoholic products, if such Agreement is found to be in the Town's best interest and approved by the Board of Trustees.

Board of Trustees Goals: Continue to Enhance Recreational & Cultural Amenities for All Erie Citizens: Sponsorship of community events.

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 14-38
- b. Advertising Commitment Form/Draft Banner Proof
- c. Resolution 10-72
- d. Resolution 06-38

RESOLUTION NO. 14-38

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, IN SUPPORT OF A SPONSORSHIP AGREEMENT WITH INDUSTRIAL REVOLUTION BREWING COMPANY FOR THE BALLPARK AT ERIE, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENT; AND SETTING FORTH DETAILS THERETO.

WHEREAS, Resolution 06-38 established the Town's Municipal Sponsorship Marketing Policy authorizing the Town to enter into sponsorship agreements with vendors interested in marketing at various Town-owned venues; and

WHEREAS, Resolution 10-72 amended Resolution 06-38 allowing the Town to enter into Sponsorship Agreements with commercial enterprises whose business is substantially derived from the sale or manufacture of alcoholic products, if such Agreement is found to be in the Town's best interest and approved by the Board of Trustees; and

WHEREAS, The Town is supportive of such a Sponsorship Agreement as it is in keeping with the Board of Trustees Goal to continue to enhance recreational & cultural amenities for all Erie citizens through the sponsorship of community events.

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

Section 1. That Town of Erie Staff is hereby authorized and directed to enter into a Sponsorship Agreement with Industrial Revolution Brewing Company for advertising at the Ballpark at Erie.

Section 2. That this Sponsorship Agreement is found to be in the best interest of the Town of Erie.

ADOPTED AND APPROVED THIS 11TH DAY OF MARCH, 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

Advertising Commitment Form

Please indicate your level of commitment with the appropriate sponsorship or advertising opportunity with the Town of Erie.
 Payment plans available. Payment can be made in cash, check or credit card (Visa, MasterCard and American Express).
 Checks should be made payable to: Town of Erie. All advertisers will be given the first right of refusal for the following year.

This is a request form only; sponsors will be contacted once request is approved.
 Please return form to: Terri Brustad, Administrative Coordinator; PO Box 1110; Erie, CO 80516;
 or email to: tbrustad@erieco.gov; or fax to: 303.828.0661

Electronic Message Board (eBoard)

<input type="checkbox"/> 3 Months	\$300
<input type="checkbox"/> 6 Months	\$500
<input type="checkbox"/> 12 Months	\$1,000

Gym/Indoor Track Banner

<input type="checkbox"/> 6 Months	\$500
<input type="checkbox"/> 12 Months	\$1,000

Pet Waste Bag Stations

<input type="checkbox"/> 6 Months	\$25 (per station)
<input type="checkbox"/> 12 Months	\$40 (per station)

Sports Uniforms

<input type="checkbox"/> Soccer (Spring 2014) - Deadline: February 21, 2014	\$1,000
<input type="checkbox"/> Baseball/Softball (Summer 2014) - Deadline: March 16, 2014	\$1,000
<input type="checkbox"/> Pre-School Miscellaneous Sports - Deadline: March 16, 2014	\$1,000
<input type="checkbox"/> Volleyball (Fall 2014) - Deadline: August 8, 2014	\$1,000
<input type="checkbox"/> Flag Football (Fall 2014) - Deadline: August 8, 2014	\$1,000
<input type="checkbox"/> Soccer (Fall 2014) - Deadline: August 1, 2014	\$1,000
<input type="checkbox"/> Basketball (Winter/Spring 2015) - Deadline: October 1, 2014	\$1,000

Outdoor Banners

<input type="checkbox"/> 1 Banner	\$500
<input type="checkbox"/> 2 Banners	\$300/each
<input checked="" type="checkbox"/> 3+ Banners	\$200/each

Scoreboards

<input type="checkbox"/> 1 Spot	\$750
<input type="checkbox"/> 2 Spots	\$500/each
<input type="checkbox"/> 3+ Spots	\$300/each

Total Advertising: \$ 600.00

We would like to pay
 this in 6 installments.
 100.00 monthly.
 Thank you

CONTACT INFORMATION

Name of Business/Company: Industrial Revolution Brewing Company, LLC
 Contact Name: Teddi Suttman
 Address: 285 Chesman, PO Box 1344 Erie CO 80516
 Work Phone: 303-995-5089
 Cell Phone: ''
 Email (required): Teddisuttman@gmail.com
 Signature: Teddi A. Suttman
 Date: 3/5/14

STAFF USE ONLY	
Date Received:	<u>3/5/14</u>
Notes:	





SIGNS AND DECALS

8560 W. Colfax Ave. Lakewood, CO 80215
Tel. 303.733.8068 | Fax 303.733.8065

CUSTOMER:	Industrial Revolution Brewing
PRODUCT:	Banner
NOTES:	
DATE:	030515
SIZE:	5'x8'
QUANTITY:	3

APPROVAL

Approved by _____

Date _____

I approve this proof and authorize Banner Signs to charge my credit card upon completion of this job. Please fax (303.733.8065) or e-mail (sales@bannersignsanddecals.com) signed approval.

ATTENTION

Please check this proof carefully for errors and omissions. Signature constitutes acceptance of full responsibility for all errors, omissions and legal and ethical compliance in this document. Banner Signs will not accept liability for errors overlooked at this stage of proofing. Any changes from your previously approved copy will be charged extra according to both time and materials. We cannot guarantee color accuracy of vector or raster based artwork without the use of PANTONE® colors. Due to variations in monitor representation of color, final product may vary in color from what you see on your screen.

www.BannerSignsandDecals.com

INDUSTRIAL REVOLUTION BREWING COMPANY

285 Cheesman St. Erie, Colorado



RESOLUTION NO. 06-38

A RESOLUTION ESTABLISHING A TOWN MUNICIPAL SPONSORSHIP MARKETING POLICY AND AUTHORIZING THE TOWN TO ENTER INTO MUNICIPAL SPONSORSHIP MARKETING AGREEMENTS AND TO SELL NAMING RIGHTS TO CERTAIN TOWN-OWNED OR OPERATED FACILITIES AND EVENTS AS A SOURCE OF REVENUE; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, owns, maintains and operates various public parks, recreational areas and facilities; and

WHEREAS, the Town desires to identify and seek additional revenue sources through municipal marketing and naming rights agreements (collectively "Sponsorship Agreements"); and

WHEREAS, the Town desires to establish policies and guidelines, relating to potential Sponsorship Agreements for Town of Erie parks, recreational areas, facilities, publications or events that may be used as a means of recognizing financial support from an individual, external organization or corporation.

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

Section 1: The Town of Erie hereby establishes and adopts the following MUNICIPAL SPONSORSHIP MARKETING POLICY:

Part 1. The following policies shall apply to municipal marketing and naming rights agreements (collectively "Sponsorship Agreements"):

- 1) Town staff may actively solicit proposals for sponsorships, including naming rights, for municipal parks, recreation areas, facilities, publications or events, with the prior approval of the Town Administrator.
- 2) The Town Administrator, the Finance Director and representatives of other affected departments, will review all sponsorship activities, solicitations and Sponsorship Agreements.
- 3) Sponsorship Agreements must safeguard the Town's assets and interests, and result in benefits to the Town and its residents.
- 4) An existing Town recreation area, park, facility or event may be named after an individual, corporation, or other entity as recognition for financial support, where such naming is consistent with applicable Town guidelines and policies.
- 5) The Town will only enter into Sponsorship Agreements that are consistent with the Town's character, values and service priorities.

- 6) No Sponsorship Agreement will impair or diminish the authority of the Town and its responsibilities in respect to any municipal facility or event that is the subject of the Agreement.
- 7) All Sponsorship Agreements shall be subject to all state, federal and local laws, ordinances, rules, and regulations.
- 8) Sponsorship Agreements that will generate more than \$10,000 in annual revenue or in-kind goods or services to the Town and all naming rights agreements, regardless of the dollar amount, will be subject to the approval of the Board of Trustees.
- 9) The Town shall always have the right and opportunity to reject any submitted proposals for any reason. The Town shall also have the right at any time to suspend or terminate a Sponsorship Agreement if circumstances arise whereby the continued arrangement would no longer satisfy the selection criteria by which the Sponsorship was initially evaluated and approved.

Part 2. The Town will determine and use selection criteria, based upon the nature and character of each proposed Sponsorship Agreement, to evaluate potential Sponsorship Agreement opportunities. The selection criteria used to evaluate a prospective sponsor ("Prospective Sponsor") may include, but shall not be limited to:

- 1) Consistency of the Prospective Sponsor's products, customers and promotional goals with the Town's character, values and service priorities;
- 2) The Prospective Sponsor's historical participation and association with community projects, events and continued willingness to participate;
- 3) Community support for, or opposition to, the proposed sponsorship;
- 4) The operating and maintenance costs associated with the proposed sponsorship;
- 5) Anticipated public perception of the association of the Town and the Prospective Sponsor;
- 6) The Prospective Sponsor's regard for and demonstrated success in environmental stewardship.

Part 3. The Town will not enter into Sponsorship Agreements with any of the following:

- 1) Businesses that are subject to regulation or monitoring by local, state or federal law enforcement agencies, including the Erie Police Department, for regulatory compliance (e.g. sexually oriented businesses, bars, massage facilities, gun shops, manufacturers or sellers of firearms or weapons).
- 2) Religious or political organizations.
- 3) Commercial enterprises whose business is substantially derived from the sale or manufacture of alcoholic or tobacco products.

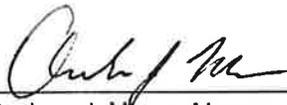
- 4) Individuals or commercial enterprises having past, present, or pending business agreements or associations with the Town, if a Sponsorship Agreement would have an appearance of impropriety.

Part 4. The Town will not enter into any Sponsorship Agreement that will or may promote tobacco products, alcohol, gambling, sexually related products or services, the sales or manufacturing of firearms or weapons, or products or services that are contrary to the interest of public health, safety or welfare.

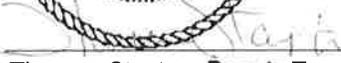
Section 2: The Town is hereby authorized to negotiate and enter into Municipal Marketing Sponsorship Agreements based upon and in accordance with the herein set forth Municipal Sponsorship Marketing Policy.

ADOPTED AND APPROVED THIS 14th DAY OF MARCH, 2006, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: 
Andrew J. Moore, Mayor



By: 
Theresa Stayton, Deputy Town Clerk

RESOLUTION NO. 10 - 72
Series of 2010

A RESOLUTION AMENDING TOWN OF ERIE RESOLUTION NO. 06-38; AMENDING THE TOWN OF ERIE MUNICIPAL SPONSORSHIP MARKETING POLICY; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado adopted Resolution No. 06-38 on March 14, 2006, establishing a Town Municipal Sponsorship Marketing Policy and authorizing the Town to enter into Municipal Sponsorship Marketing Agreements and to sell naming rights to certain Town-owned or operated facilities and events as a source of revenue; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado now desires to amend the Town Municipal Sponsorship Marketing Policy to allow for flexibility in selecting facilities and events sponsors; and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to amend the Town Municipal Sponsorship Marketing Policy in such a manner.

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

Section 1. That Resolution No. 06-38 setting forth and adopting the Town Municipal Sponsorship Marketing Policy is hereby amended to modify Part 3 of the Town Municipal Sponsorship Marketing Policy, to amend subpart 3) thereof to read as follows:

- 3) Commercial enterprises whose business is substantially derived from the sale or manufacture of alcoholic products, unless such Sponsorship Agreement is found to be in the Town's best interest and approved by the Board of Trustees.

Section 2. That Resolution No. 06-38 setting forth and adopting the Town Municipal Sponsorship Marketing Policy is hereby amended to modify Part 3 of the Town Municipal Sponsorship Marketing Policy, to add a new subpart 5) thereof to read as follows:

- 5) Commercial enterprises whose business is substantially derived from the sale or manufacture of tobacco products.

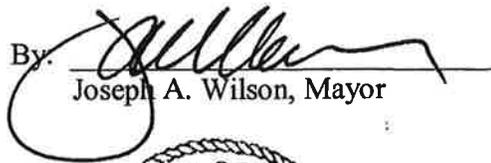
Section 3. That Resolution No. 06-38 setting forth and adopting the Town Municipal Sponsorship Marketing Policy is hereby amended to modify Part 4 of the Town Municipal Sponsorship Marketing Policy to remove the prohibition of alcohol from Sponsorship Agreement, to now read as follows:

Part 4. The Town will not enter into any Sponsorship Agreement that will or may promote tobacco products, gambling, sexually related products or services, the sales or manufacturing of firearms or weapons, or products or services that are contrary to the interest of public health, safety or welfare.

Section 4. That amending Resolution No. 06-38 setting forth and adopting the Town Municipal Sponsorship Marketing Policy in the manner set forth herein 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 22ND DAY OF JUNE, 2010, 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



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 11, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-40: A Resolution Accepting Colorado Water Conservation Board Flood Recovery Grant in the Amount of \$25,000; And, Setting Forth Details in Relation Thereto.

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Wendi Palmer, Civil Engineer

FISCAL INFORMATION: Cost as Recommended: **\$ 0**
Balance Available: **\$ 0**
Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: **Approve Resolution 14-40, accepting Colorado Water Conservation Board Flood Recovery Grant, authorizing the Town Administrator to sign a Subgrant Agreement with Northern Colorado Water Conservancy District, and authorize Staff to expend grant money.**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Colorado Water Conservation Board (CWCB) approved \$1.65-million dollars in grant funding for flood recovery purposes. The maximum amount of grant award under this program is \$25,000 per project. This grant is intended to provide funding for the initial stages in restoration and rehabilitation of projects, and to offset additional funding. The grant does require a 25% match from the Town.

CWCB awarded grants in two Cycles. Town staff submitted two grant applications, each for \$25,000. During the first cycle, the Town was awarded funding for the Irrigation Pond Repair. The first cycle grant was accepted at the November 12, 2013 Board meeting. The Town was not originally selected for funding in the second cycle, but was placed on a waiting list for the second cycle. Additional funding has become available for the second cycle and the Town was awarded the maximum amount of \$25,000 for improvements in Coal Creek to repair a drop structure south of Vista Parkway and north of the Airport. The drop structure protects Coal Creek and ensures that water can be delivered to the Erie Coal Creek Ditch head gate. The Town is the primary share holder of the Erie Coal Creek Ditch.

The CWCB grant will be administered through Northern Colorado Water Conservancy District, the program sponsor.

The design for the drop structure repair and a pedestrian bridge is complete and the project is out to bid. Staff anticipates bringing the construction contract to the Board at the March 25, 2014 meeting.

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
 SJ Finance Director
 Police Chief
_____ Director of Public Works

Approved by:

A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-40
- b. Map showing project location
- c. CWCB Award Letter
- d. Sub-grantee Agreement

RESOLUTION NO. 14-40

**A RESOLUTION ACCEPTING A COLORADO WATER
CONSERVATION BOARD FLOOD RECOVERY GRANT IN THE
AMOUNT OF \$25,000.00; AND SETTING FOR THE DETAILS IN
RELATION THERETO.**

WHEREAS, the Colorado Water Conservation Board (CWCB) approved \$1.65 million dollars in grant funding for flood recovery purposes; and

WHEREAS, the maximum amount of grant award under this program is \$25,000 per project; and

WHEREAS, the Town of Erie submitted a grant application for \$25,000 for Improvements in Coal Creek to Repair a Drop Structure, and was selected and awarded the maximum amount of \$25,000.

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

Section 1. The Town of Erie, as a duly authorized governing body of the grant applicant, hereby formally accepts the CWCB Flood Recovery Grant and the Town of Erie states that such grant shall be used solely for Improvements in Coal Creek to Repair a Drop Structure Project, as described in the Application.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the Grant 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 Grant 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 11TH DAY OF MARCH, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO

TOWN OF ERIE

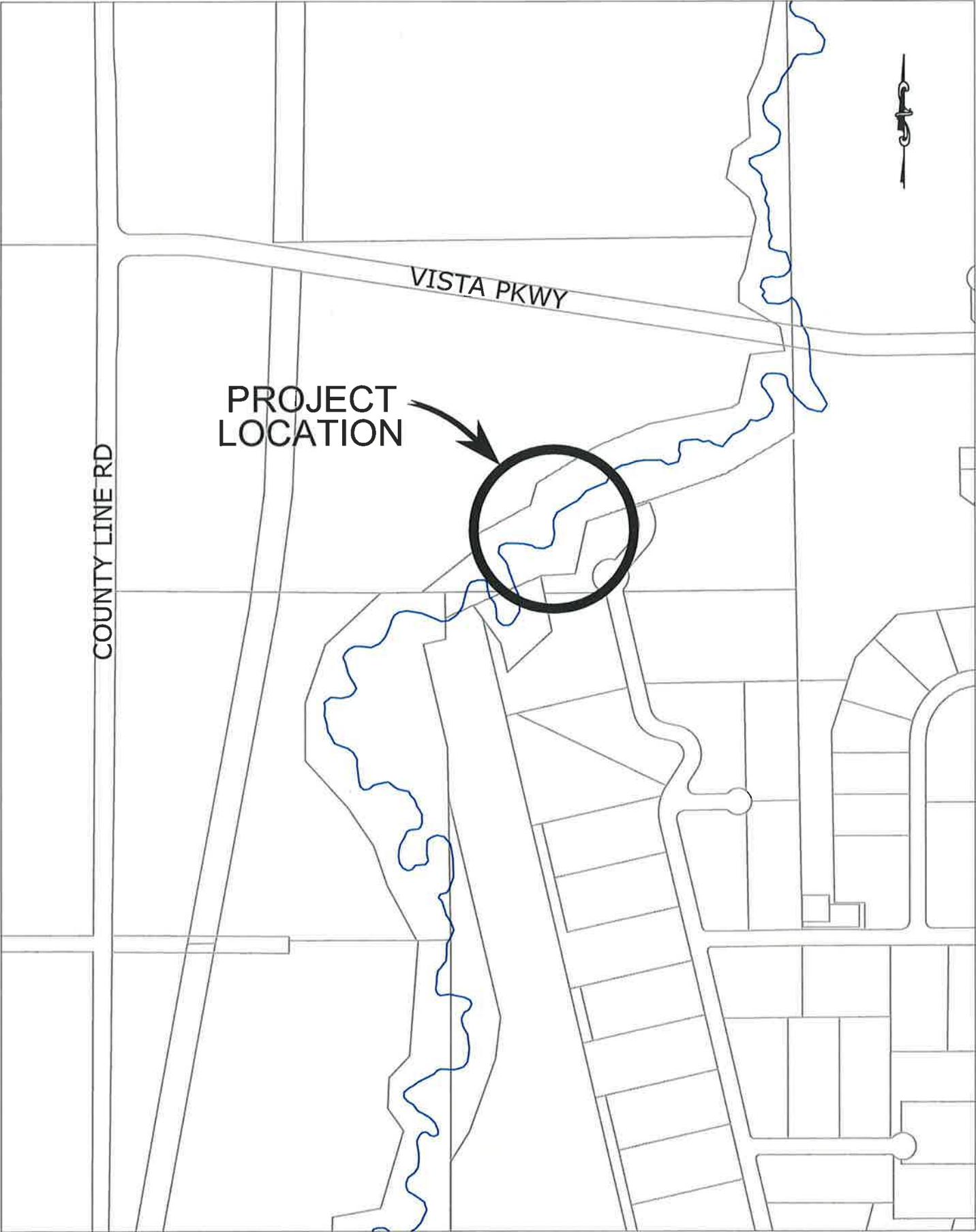
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

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

COAL CREEK RESTORATION DROP STRUCTURE & PEDESTRIAN BRIDGE





February 21, 2014

Wendi Palmer
PO Box 750
Erie, CO 80516

e-mail: wpalmer@arieco.gob

Dear Wendi:

Congratulations on being awarded a CWCB Flood Recovery Grant in Cycle #2, through Northern Water and the CWCB. Attached you will find several documents:

1. The Subgrant Agreement. After you have read the agreement, and if you agree with the conditions of participation, please sign, date, and return a notarized, hard copy to Northern Water.
2. W9 form. Please complete and return to Northern Water
3. Exhibit A – CWCB and Northern Water Grant Agreement (for your reference)
4. Exhibit B – Your grant application and Scope-of-Work. If the Scope-of-Work has changed or if more detail is requested, please revise and return to Northern Water along with your Subgrant Agreement.
5. Exhibit C - Reimbursement Request. Retain this attachment and use it to request reimbursement for qualifying project costs.
6. Exhibit D – Cost Documentation for Reimbursement Requests.
7. Exhibit E – Cost Documentation for In-Kind or Hard Match.

Please return the original signed Subgrant Agreement, Scope-of-Work (if revised), proof of insurance, and W9 to:

Northern Water
Attn: Amy Johnson
220 Water Avenue
Berthoud, CO 80513

- The subgrant requires the recipient to pay or provide an in-kind match for at least 25% of the project cost. If you cannot pay or provide the in-kind match for the minimum 25% above the amount you were awarded, the award will be adjusted or rescinded.
- If your original request was reduced, the reduction is noted on your Agreement.
- The grant end date for this project is October 31, 2015. All reimbursement requests and reporting are due to Northern Water before November 15, 2015.

We will require strict documentation. This award may be considered as income by the IRS. You should check with your tax advisor. Exhibits C, D, and E are required to obtain periodic

reimbursement for costs you incur and documentation of your match. In order for your request for reimbursement to be submitted to the CWCB, you must have all documentation in order and delivered to Northern Water no later than three weeks prior to Northern Water's submittal date (see Schedule in Subgrant Agreement). Progress reports are required every 6 months (with the first one being due in 5 months: March 15, 2014) and a final report must be submitted with your final reimbursement request as described in the Subgrant Agreement.

Please review Paragraph #14 of the Subgrant Agreement for insurance requirements and submit the requested documentation when you return the signed Subgrant Agreement.

Your project will have oversight by Northern Water and the CWCB. Disbursement of payments will come through Northern Water from the CWCB. Additionally, as part of the grant, you authorize representatives of the Northern Water and the CWCB to access your property to view the project and progress, at mutually agreed upon times.

Please feel free to contact Jerry Gibbens or Amy Johnson at (800) 369-7246 or by e-mail at FloodRecoveryGrantProgram@northernwater.org with any questions you may have.

Sincerely,

Amy L. Johnson (electronically)

Amy Johnson, PE
Water Resources Engineer

rdm
Enclosures

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
SUBGRANT AGREEMENT
WITH
TOWN OF ERIE
NORTHERN WATER CONTRACT NO. 2.47

This **SUBGRANT AGREEMENT** is made and entered into as of the ____ day of _____, 2014, by and between Northern Colorado Water Conservancy District, a political subdivision of the State of Colorado, organized pursuant to the provisions of C.R.S. §§ 37-45-101, *et seq.*, whose address is 220 Water Avenue, Berthoud, Colorado 80513 (“Northern Water”), and Town of Erie, whose address is PO Box 750, Erie, CO 80516.

WHEREAS, Northern Water is the Program Sponsor of Grant Funds from the Colorado Water Conservation Board (“CWCB”, also referred to herein as “State”) pursuant to a Grant Agreement dated October 31, 2013, between the CWCB and Northern Water (“Grant Agreement”), attached to this Subgrant Agreement as Exhibit A. As more fully described in the Grant Agreement, the Grant Funds are to be used to provide technical assistance and/or the repair of damages to water supply infrastructure caused by the 2013 flooding. Grant Funds may be used by water providers and water users in areas impacted by the September 2013 floods in the South Platte River Basin. The Grant Agreement’s definitions are incorporated herein.

In consideration of the mutual covenants and obligations herein expressed, Northern Water and Subgrantee agree as follows.

1. Grant Application. Subgrantee is approved by Northern Water and the CWCB to receive **\$5,000** in Grant Funds under Task 1 and **\$20,000** under Task 2 of the Grant Agreement for the **Drop Structure and Coal Creek Repair near Headgate** (“Project”). The estimated total Project costs are \$300,000 and the estimated completion date is _____.

2. Matching Funds. Subgrantee’s required matching funds are \$8,333. Subgrantee shall secure, or commit to provide in-kind services for, the full amount of matching funds and shall report to CWCB and Northern Water regarding the status of such funds upon request.

3. Subgrantee Work. “Subgrantee Work” means the technical and other services described in Activity 1 and/or construction described in Activity 2 of the Grant Agreement that Subgrantee will perform to complete the Project, as more fully described in the attached Exhibit B, Subgrantee Project Description.

- a. Subgrantee shall complete its Subgrantee Work and other obligations in accordance with the terms of this Subgrant Agreement and the Grant Agreement (including the Grant Agreement Exhibit A, Statement of Work, and Exhibit B, Performance Monitoring).
- b. As further described herein, Subgrantee is solely responsible for performance of all Subgrantee Work.

4. Time of Commencement and Completion of Subgrantee Work. This Agreement shall commence as of the date first stated above. Northern Water is not liable to pay or reimburse Subgrantee for any costs or expenses incurred prior to signing this agreement. Provided however, Subgrantee may request that i) Subgrantee Work completed after September 9, 2013 (date approved by CWCB as the date of the flood) qualify as an in-kind match, and that ii) Subgrantee Work performed after October 14, 2013 (date approved by CWCB as first date for reimbursement) qualify for reimbursement. Northern Water is under no obligation to grant such requests if they do not meet the criteria established herein. This Subgrant Agreement shall terminate no later than two (2) years from the effective date of the Grant

- d. Reimbursement Documentation. For each reimbursement request, Subgrantee shall submit to Northern Water the required reimbursement forms with detailed invoices and receipts for all qualified incurred costs and expenses. Subgrantee shall also provide documentation of the minimum matching funds from expenditures or in-kind contributions, full documentation of Project progress, and an estimated percentage of Project completion. Subgrantee shall further certify that all grant conditions have been complied with in each reimbursement request. All forms, invoices and summary documentation must be submitted to Northern Water in an electronic format. The required Reimbursement Forms are attached as Exhibits C (CWCB Flood Recovery Grant Program Reimbursement Request), D (Cost Documentation Summary Worksheet, Reimbursement Request) and E (Cost Documentation Summary Worksheet, Recipient Contribution In-kind or Hard Match).
 - e. Progress Reports (every 6 months). Subgrantee shall submit a progress report, as described in the Grant Agreement Exhibits A and B, every 6 months. The progress report will summarize the completion or partial completion of Subgrantee Work and identify the estimated percentage of Project completion.
 - f. Final Report. At completion of the Project, the Subgrantee shall provide Northern Water a final report summarizing the Project as completed and documenting how Grant Funds were used. This report should contain photographs, summaries of meetings and engineering reports/designs, if applicable. Per CWCB requirements, a retainage of 5% of the total reimbursable amount will be withheld by Northern Water until receipt of the Subgrantee's final report and approval by CWCB.
 - g. Pursuant to the Grant Agreement, it is anticipated that the CWCB will pay approved invoices within 45 days of Northern Water's reimbursement submittal. Northern Water will reimburse Subgrantee within 15 days of receiving reimbursement from CWCB.
 - h. Subgrantee may use Grant Funds to cover reasonable and necessary costs to perform the Subgrantee Work, including contracted services, use of rented equipment, and supplies directly related to the Project. Grant Funds shall not be used to pay regular-time wages for budgeted permanent or seasonal employees, or to pay for use of equipment owned by the applicant. Grant Funds may be used to pay overtime wages for budgeted permanent or seasonal employees, or wages for temporary employees hired to perform Subgrantee Work directly related to the grant. Regular-time wages for budgeted employees and use of equipment owned by the Subgrantee used to perform work related to the Project may count towards the Subgrantee's match of in-kind services.
 - i. Reimbursements made to Subgrantee in error for any reason, including, but not limited to, overpayments or improper payments, may be recovered by i) deduction from subsequent payments, ii) requiring that Subgrantee return Grant Fund money to Northern Water (which will be immediately returned to CWCB), or iii) by other appropriate methods. Grant Funds shall be used only for eligible costs and expenses identified in the Grant Agreement and this Subgrant Agreement.
 - j. If Subgrantee later recovers, at any time, any of its reimbursed costs or expenses through a separate grant, program, or from other proceeds (such as insurance proceeds), the Subgrantee shall immediately notify Northern Water and the State, and Subgrantee shall immediately return to Northern Water (which will be immediately returned to CWCB) the amount of Grant Funds that Subgrantee recovered from the secondary source.
9. Reporting. Subgrantee shall comply with all reporting and audit requirements described in this Subgrant Agreement and the Grant Agreement, including Exhibit A (Statement of Work) and

Exhibit B (Performance Monitoring). Subgrantee shall make, keep, maintain and allow inspection and monitoring by the CWCB or Northern Water of its records pertaining in any manner to the Subgrantee Work performed pursuant to this Subgrant Agreement. Subgrantee is required to maintain its records for the same Record Retention Period (a period of three years following termination of the Grant Agreement or final payment) as described in the Grant Agreement.

10. Confidentiality and Conflicts of Interest. Subgrantee is subject to all Confidentiality and Conflicts of Interest requirements included in §§10 and 11 of the attached Grant Agreement.

11. Legal Authority. Subgrantee warrants that it possesses the legal authority to enter into this Subgrant Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Subgrant Agreement, or any part thereof, and to bind Subgrantee to its terms.

12. Licenses, certifications, approvals, insurance, permits, and other authorization. Subgrantee represents, warrants and certifies that at all times during the terms hereof, Subgrantee shall have and maintain, all insurance, certifications, approvals, licenses, permits, and other authorization required by law to perform its obligations hereunder, without reimbursement by the State or Northern Water or other adjustments in Grant Funds unless such Subgrantee Work is specifically included in the approved Subgrantee Work (for example, Project permitting under Activity 1) attached hereto as Exhibit B.

- a. Additionally, all employees, agents or subcontractors of Subgrantee performing Subgrantee Work under this Subgrant Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities.
- b. Subgrantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificates of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process.
- c. Any evocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Subgrantee to properly perform the terms of this Subgrant Agreement shall be deemed to be a material breach by Subgrantee and constitute grounds for termination of this Subgrant Agreement.

13. Project Engineering. It is Subgrantee's responsibility to assure that all engineering work (as defined in the Engineers Practice Act (§12-25-102(10), C.R.S.)) performed under Activities 1 or 2 of this grant is performed by or under the responsible charge of professional engineer licensed by the State of Colorado to practice Engineering. Northern Water and the State will not provide engineering services under this grant, neither expressly or implied, nor does approval of a Subgrantee grant application imply that Northern Water or the State have any oversight or responsibility for Project engineering or construction.

14. Insurance. Subgrantee shall obtain and maintain insurance as specified in § 13.B. of the Grant Agreement at all times during the term of this Subgrant Agreement. Subgrantees who do not provide insurance certificates verifying the insurance requirements specified in the Grant Agreement at §13.B. shall a) provide evidence of what insurance coverages are in place, and b) shall sign a waiver holding the State and Northern Water harmless in lieu of providing insurance at the levels specified in the Grant Agreement at §13.B., except that Worker's Compensation shall not be exempted when required by statute. A standard hold harmless waiver form shall be provided by Northern Water or the State.

15. Notice. Each individual identified below is the principal contact for purposes of notice in this paragraph. All notices shall be hand delivered with receipt required or sent by certified or registered

mail to such principal contact at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below.

Northern Water:

Jerry Gibbens
Northern Colorado Water Conservancy District
220 Water Avenue
Berthoud, CO 80513
jgibbens@northernwater.org

Subgrantee:

Wendi Palmer
Town of Erie
PO Box 750
Erie, CO 80516
wpalmer@erieco.gov

16. Governmental Immunity. Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, as amended.

17. Indemnification. Subgrantee shall indemnify, save, and hold harmless Northern Water, any affiliated entities of Northern Water and their directors, officers, employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Subgrantee, or its employees, agents, or assignees pursuant to the terms of this Subgrant Agreement and the Grant Agreement; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*, as applicable, as now or hereafter amended.

18. CORA Disclosure. To the extent not prohibited by federal law, this Subgrant Agreement is subject to public release through the Colorado Open Records Act, CRS §24-72-101, *et seq.*

19. Illegal Aliens. Subgrantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Subgrant Agreement. Subgrantee shall confirm the employment eligibility of all employees who are newly hired for employment to perform Subgrantee Work under this Subgrant Agreement, through participation in either the E-Verify Program or the department program established pursuant to CRS §8-17.5-102(5)(c).

- a. Subgrantee shall not contract with any subcontractor that fails to certify that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Subgrant Agreement.
- b. Subgrantee shall not use the E-Verify Program or the department program to undertake pre-employment screening of job applicants while performing this Subgrant Agreement.
- c. If Subgrantee obtains actual knowledge that a subcontractor performing work under this Subgrant Agreement knowingly employs or contracts with an illegal alien, Subgrantee shall:

- i. Notify the subcontractor and Northern Water within three (3) days that Subgrantee has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if the subcontractor, within three (3) days of receiving notice that Subgrantee has actual knowledge that the subcontractor is employing or contracting with an illegal alien, does not stop employing or contracting with the illegal alien; except that Subgrantee shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- d. Subgrantee shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. § 8-17.5-102(5).
 - e. Northern Water may terminate this Subgrant Agreement, in whole or in part, due to Subgrantee's breach of any provision of this Illegal Alien paragraph and Subgrantee shall be liable for actual and consequential damages to Northern Water in the event of such a termination.

20. Breach and Remedies. Failure of the Subgrantee to perform any of its material obligations hereunder, in whole or in part, or in a timely or satisfactory manner, constitutes a breach. The Notice and Cure period defined and provided for in §14 of the Grant Agreement is applicable herein, in the event of a breach by either Northern Water or the Subgrantee. Northern Water or the State shall exercise all of the same remedies against the Subgrantee as defined and provided for in §15 of the Grant Agreement, if applicable.

21. Governing Law. This Subgrant Agreement shall be governed by the laws of the State of Colorado.

22. Force Majeure. Neither party shall be liable to the other party for any delay or inability to perform its obligations hereunder by reason of acts of God, acts of the public enemy, riot, civil commotion, insurrection, acts or failure to act of governmental authorities, war, or any other cause or causes beyond the party's reasonable control, and an appropriate extension to the schedules herein shall be granted, or requested from the State, in each such event of delay.

23. Legal Status of Natural Person. Subgrantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Subgrant Agreement.

24. Pursuant to §20 of the Grant Agreement, Subgrantee is subject to all provisions of the Grant Agreement.

25. This Subgrant Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

26. Entire Agreement. This Subgrant Agreement constitutes the entire agreement between Northern Water and Subgrantee regarding the subject matter hereof and replaces all prior written or oral agreements and understandings. It may be altered, amended, or repealed only by a duly executed written instrument.

IN WITNESS WHEREOF, the parties have executed this Subgrant Agreement as of the day and year first above written.

Northern Colorado Water Conservancy District

*Signature
By: _____
Title: _____

Town of Erie

*Signature
By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Subgrant Agreement was acknowledged before me on _____, 20__, by _____, as _____ of the Northern Colorado Water Conservancy District.

My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Subgrant Agreement was acknowledged before me on _____, 20__, by _____, as _____ of _____.

My commission expires: _____.

Notary Public

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 11, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-41: A Resolution For The Purpose Of Acquiring A Temporary Access Easement for Restoration and Maintenance of Improvements, And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Jody Lambert, Operations and Maintenance Manager
Wendi Palmer, Civil Engineer

FISCAL INFORMATION: Cost as Recommended: \$ 1,500
Balance Available: \$ 5,865.00
Budget Line Item 014 . 05 . 110 . 580950 . 090044
Number:
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-41 authorizing the Mayor to execute said easements.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The South Coal Creek crusher fine trail, pedestrian bridge and drop structure, located south of Vista Parkway and north of the airport, in Coal Creek were damaged during the September Flood. Access from both the east and west side of Coal Creek is necessary to restore the damaged facilities. Existing Town property can be used for accessing from the east. Private property must be crossed to access from the west.

Not only is it necessary to access the trail and Coal Creek from the west for the current improvements, having an access easement for future restoration and maintenance is needed.

Town Staff has negotiated with Mark and Robin Phillips, who own the property west of Coal Creek and northeast of the Arapahoe Road and County Line Road Intersection, to obtain a temporary access easement for \$1,500 for a three year period, with the option to extend the easement for \$500 per year until the property is developed. When the property develops, a permanent access easement will be required.

The bids for the restoration of the drop structure and pedestrian bridge are due March 13, 2014. The construction contract will be presented for award at the March 25, 2014 Board meeting.

Staff is recommending approving the acquisition of the easement and authorizing the Mayor to execute said easement.

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
ST Finance Director
GGP Police Chief
____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-41
- b. Easement
- c. Map

RESOLUTION NO. 14-41

A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO A CONTRACT FOR THE PURCHASE OF TEMPORARY ACCESS EASEMENT FOR RESTORATION AND MAINTENANCE OF IMPROVEMENTS FOR THE COAL CREEK TRAIL, PEDESTRIAN BRIDGE AND DROP STRUCTURE; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado, wishes to enter into an agreement for the purpose of purchasing a temporary access easement for Restoration and Maintenance of Improvements for the Coal Creek Trail, Pedestrian Bridge and Drop Structure from Mark and Robin Phillips in the amount of \$1,500.00; 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 contracts.

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

Section 1. That the purchase of this temporary access easement in the amount of \$1,500.00 is found to be reasonable and acceptable.

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

Section 3. That entering in the Purchase 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 11TH DAY OF MARCH 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

ACCESS EASEMENT



VISTA PKWY

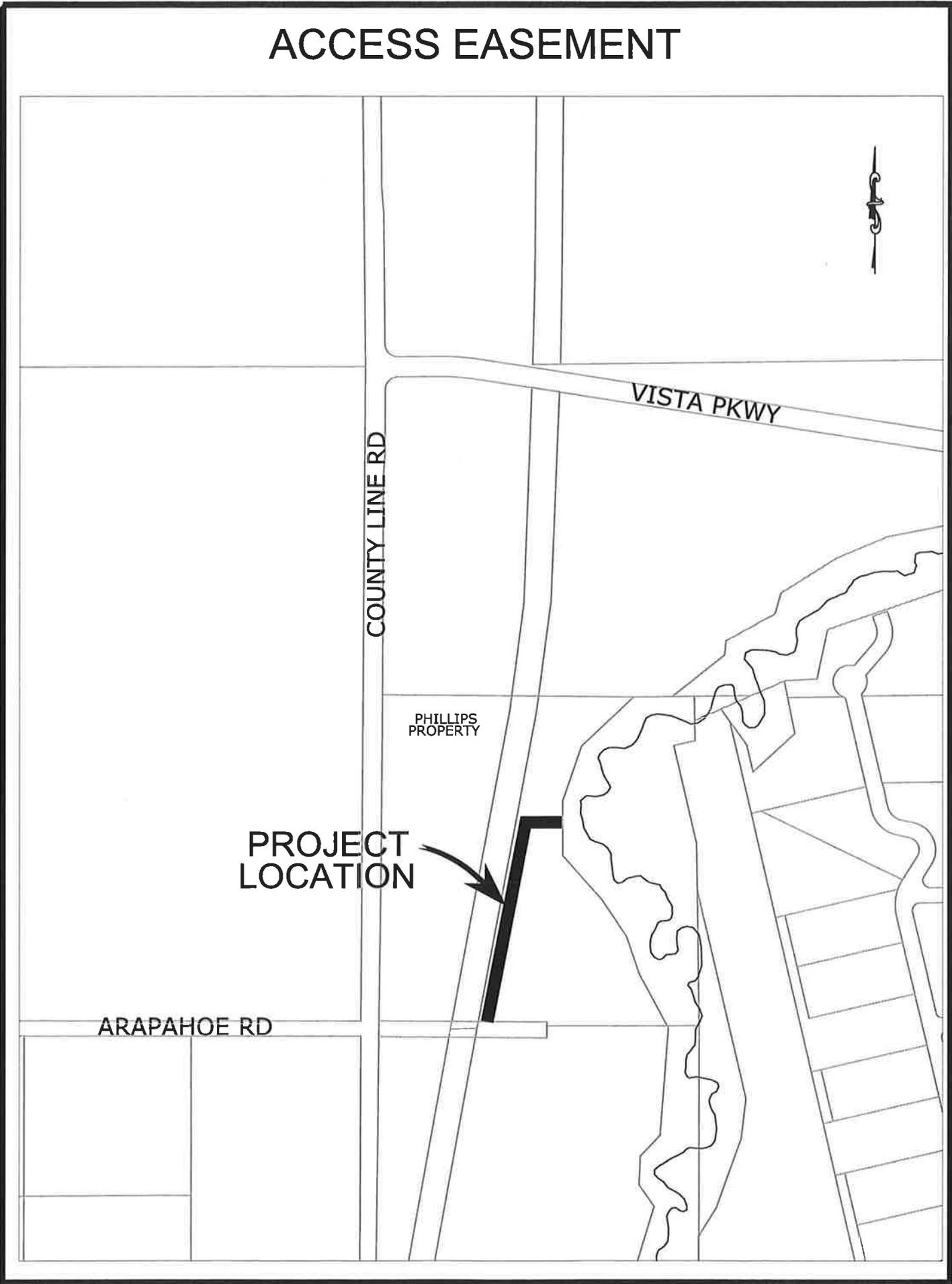
COUNTY LINE RD

PHILLIPS
PROPERTY

PROJECT
LOCATION



ARAPAHOE RD



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: March 11, 2014

SUBJECT:

RESOLUTIONS:

Resolution 14-42; A Resolution of the Board of Trustees in Support of Ballot Measure 2A Appearing on the April 1, 2014 Ballot, a Tabor Election, for the Construction of a New Police Station and Municipal Court Building.

DEPARTMENT:

Legislation

PRESENTER:

Board of Trustees

FISCAL

Cost as Recommended:

\$0.00

INFORMATION:

Balance Available:

\$0.00

Budget Line Item Number:

NA

New Appropriation Required:

Yes

No

STAFF

None

RECOMMENDATION:

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the January 28, 2014 Board of Trustees meeting, the Board approved Resolution 14-22, a resolution authorizing a TABOR Election on April 1, 2014 for the construction of a new police station and municipal court building.

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:

RESOLUTION NO. 14-42

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, IN SUPPORT OF BALLOT MEASURE 2A APPEARING ON THE APRIL 1, 2014 BALLOT, A TABOR ELECTION, FOR THE CONSTRUCTION OF A NEW POLICE STATION AND MUNICIPAL COURT BUILDING.

WHEREAS, during the January 28, 2014 Board of Trustees meeting, the Board approved Resolution 14-22, a resolution authorizing a TABOR Election on April 1, 2014 for the construction of a new police station and municipal court building; and

WHEREAS, the construction of a new police station and municipal court building is necessary to improve the safety of our growing community; and

WHEREAS, the new police station and municipal court building will replace the outdated workspace for the police and courts currently located at Town Hall; and

WHEREAS, the new police station and municipal court has been in the planning stages for over four years and a Space Needs Assessment has been completed;

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

Section 1. The Board of Trustees unanimously and enthusiastically supports the construction of a new police station and municipal court building and urges all Erie voters to vote "yes" on 2A.

ADOPTED AND APPROVED THIS 11TH DAY OF MARCH, 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

ATTACHMENTS:

- a. Resolution 14-43
- b. Purchase and Sale Agreement
- c. Map of Parcel A, Erie Village 2nd Filing

ATTACHMENT A

RESOLUTION NO. 14-43

A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF A 16 ACRE PARCEL OF REAL PROPERTY LOCATED IN THE ERIE VILLAGE DEVELOPMENT, ERIE, COLORADO; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town desires to enter into a Purchase and Sale Agreement with the Kenneth Kendal King Foundation, a Colorado non-profit corporation in order to purchase the real property described as Parcel A, Erie Village 2nd Filing located on the southwest corner of County Line Road and Kenosha Road, Erie, Colorado, which real property is needed for open space purposes by the Town (the "Property"); and,

WHEREAS, the Town of Erie, Colorado desires to purchase the Property for a price of \$250,000 on terms as set forth in the Purchase and Sale Agreement; and,

WHEREAS, the timing and deadlines set forth in the Purchase and Sale Agreement require action on the part of the Town in order to agree to the sale price offer, begin the due diligence process for the purchase the Property, and to obtain the Property for the Town's use; 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 a Purchase and Sale Agreement.

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

Section 1. That the Purchase and Sale Agreement between the Town of Erie and Kenneth Kendal King Foundation, a Colorado non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement for purchase of the Property.

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

Section 3. That entering into the Purchase and Sale 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 11TH DAY OF MARCH, 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

ATTACHMENT B

PURCHASE AND SALE AGREEMENT
(Vacant Land)

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made as of the ____ day of _____, 2014, by and between **THE KENNETH KENDAL KING FOUNDATION** a Colorado nonprofit corporation, having an address at 100 Fillmore Street, 5th Floor, Denver, Colorado 80206 ("**Seller**"), and **TOWN OF ERIE**, a Colorado municipal corporation, having an address at 645 Holbrook Street, P.O. Box 750, Erie, Colorado, 80516 ("**Purchaser**").

RECITALS

A. Seller is the fee owner of that certain parcel of real property located in the County of Boulder, State of Colorado, and which is more particularly described on **Exhibit A** attached hereto and made a part hereof.

B. As used in this Agreement, the term "**Property**" includes all of the following: (1) the real property described on **Exhibit A** together with all reversions, remainders, easements, rights-of-way, appurtenances, agreements, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with said real property (as defined below), together with all of Seller's right, title and interest in and to any strips of land, streets and alleys abutting or adjoining such real property (the "**Land**"); (2) any improvements, structures, open parking facilities and fixtures placed, constructed, installed or located on the Land, if any, and all plants, trees, sculptures and other appurtenances located upon, over or under the Land (collectively, the "**Improvements**," the Land and Improvements are sometimes hereinafter collectively referred to as the "**Real Property**"); and, (3) all right, title and interest of Seller in and to all surveys, soil and substratus studies, architectural drawings and environmental studies or reports if existing and in Seller's possession or control that relate to the Real Property (the "**Plans**").

C. Seller now desires to sell and Purchaser now desires to purchase all of Seller's right, title and interest in and to the Property, upon the terms and covenants and subject to the conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

ARTICLE I
Purchase and Sale of the Property

1.1 **Purchase**. For the consideration hereinafter set forth, but subject to the terms, provisions, covenants and conditions contained herein, Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of the Property.

1.2 **Purchase Price**. The total purchase price (the "**Purchase Price**") for the Property shall be Two Hundred Fifty Thousand Dollars (\$250,000.00), adjusted as set forth herein, below. The Purchase Price shall be payable as follows:

(a) **Deposit**. Within five Business Days (as hereinafter defined) after the Effective Date (as hereinafter defined in Section 12.4), Purchaser will deliver an earnest money deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to Stewart Title Guaranty Company, Longmont, Colorado (the "**Title Company**"). The Title Company will hold such Two Thousand Five Hundred Dollars (\$2,500.00) as an earnest money deposit hereunder pursuant to the terms and provisions hereof (the "**Deposit**"). The Title Company will deposit such cash amount in an interest-bearing, insured account and continue hold such money as the Deposit hereunder pursuant to the terms and provisions hereof. The Deposit shall earn interest which shall be credited to the Purchaser and the full amount shall be applied to the Purchase Price at Closing. The Deposit shall be fully refundable to the Purchaser during the Inspection Period and after such shall constitute liquidated damages in the event of Purchaser's default.

(b) Balance. The balance of the Purchase Price, subject to prorations and adjustments in accordance with Article X hereof, will be paid in good funds in compliance with laws on the Closing Date (as hereinafter defined in Article VII), in such manner, place and account as Seller may, by prior notice, instruct.

ARTICLE II Seller's Deliveries

It is understood by the parties that Purchaser will be relying on Seller's Deliveries (as defined herein) in order to conduct Purchaser's inspection and due diligence investigation of the Property. Except as otherwise provided below, Seller will, within Ten (10) days after the Effective Date (as defined below), at Seller's expense, deliver, or cause to be delivered to Purchaser, the following (collectively, the "Seller's Deliveries"):

2.1 Title Insurance Commitment. A current title insurance commitment issued by the Title Company, including copies of all recorded exceptions to title referred to therein (collectively, the "Title Commitment"), showing marketable title to the Real Property to be vested in Seller and committing to insure such title to the Real Property in Purchaser by the issuance of a 2006 ALTA form of extended coverage policy of owner's title insurance, with the standard printed exceptions deleted, in the amount of the Purchase Price, subject to the satisfaction of the requirements of the instruments to be delivered at the Closing as contemplated hereby and any affidavits and agreements of Purchaser and Seller which the Title Company requires in connection with deletion of the standard printed exceptions. Purchaser will review the Title Commitment as part of its investigation of the Property during the Inspection Period. Purchaser will have the right to negotiate with Title Company in order to cause Title Company to modify the Title Commitment to reflect only those exceptions to title that are acceptable to Purchaser. Seller hereby agrees to cooperate with any of Purchaser's negotiations with the Title Company (at no material cost to Seller). If Purchaser does not terminate this Agreement pursuant to Section 3.2 hereof, then the exceptions to title disclosed in the Title Commitment which exist as of the end of the Inspection Period, excluding (a) any delinquent taxes or assessments, (b) any then outstanding and due monetary liens or then outstanding and due monetary encumbrances which are not a result of the action of Purchaser, its representatives, agents or contractors, and (c) any standard printed exceptions, will be the "Permitted Exceptions" hereunder.

2.2 Environmental Studies. Seller shall provide copies of all environmental studies, Phase I and Phase II Environmental Site Assessment Reports for the Property, reports and information in Seller's possession, if any, including, without limitation, correspondence from any governmental or quasi-governmental authorities having jurisdiction over the Property (a "Governmental Authority"), concerning the environmental condition of the Property (all of the foregoing being hereinafter referred to as "Seller's Environmental Information").

2.3 Phase I Environmental Site Assessment Report. Purchaser may obtain a current Phase I Environmental Site Assessment Report for the Property and, in the event an environmental hazard or a potential contamination of any sort, in the sole discretion of Purchaser, has been identified on the Property, a current Phase II Environmental Site Assessment Report for the Property (collectively, the "Environmental Reports"). Purchaser shall pay all costs associated with the Environmental Reports. Purchaser shall provide a copy of any Environmental Reports to Seller within a reasonable time. Purchaser and its inspectors/contractors shall treat the Environmental Reports as confidential until Closing (but may share such Environmental Reports with Purchaser's own employees, consultants, attorneys, and other professionals) and, until Closing, may not disclose any information contained in the Environmental Reports to others without the prior written consent of Seller (which consent may be withheld in Seller's sole discretion).

2.4 Other Information. True, accurate and complete copies of all documents in any way related to the prior development, usage, operation or marketability of the Property which are in the possession of Seller, including, without limitation, information related to adverse conditions though Seller does not warrant the completeness or accuracy of such documents. Such documents shall include, without limitation, surveys, all environmental, soils and engineering tests, appraisals, reports and other studies ordered or performed at the direction of Seller.

2.5 Survey. Purchaser shall obtain a current pinned survey of Property ("Survey"). Seller shall cooperate with Purchaser in allowing the Survey work to be performed, and the Survey shall be obtained by Purchaser within Thirty (30) days of the Effective Date (and a copy of the Survey shall be provided to Seller within a reasonable time). Purchaser shall pay all costs associated with the Survey. The Survey shall be certified to the Purchaser and the Title Company.

2.6 Disclosure. A written disclosure from Seller to Purchaser of all easements, liens or other title matters not shown by public records of which Seller has current actual knowledge.

2.7 Leases. Copies of all leases currently in effect on the Property, if any.

ARTICLE III **Investigation of the Property**

3.1 Inspection of Property. Purchaser will have until 5:00 p.m., Mountain Time, on the date that is Sixty (60) days after the Effective Date (as it may be extended, as set forth below, the "Inspection Period"), to investigate and evaluate the Property, the zoning and other governmental limitations applicable to the Property, Seller's Deliveries and all other documents and/or information provided to Purchaser pursuant to Article II, and any other aspects or characteristics of the Property which may affect its acquisition, ownership, development, usage, operation, marketability or economic viability. Such right of investigation will include, without limitation, the right to enter the Property and have made, at Purchaser's expense, any studies, inspections or plans of the Property as Purchaser may deem necessary or appropriate, including environmental studies and/or flood plain studies. Seller agrees to cooperate reasonably with any such investigations, inspections or studies made by or at Purchaser's direction so long as such cooperation is at no expense to Seller. Seller agrees that, during the Inspection Period, Purchaser will have access at all reasonable times upon reasonable prior notice to Seller's books and records concerning the Property, and will be permitted to make copies of such books and records at Purchaser's expense. Purchaser will indemnify, defend and hold Seller harmless from any expenses, damages and liabilities, including reasonable attorneys' fees that Seller may suffer or incur arising out of any claims for property damage, personal injury or claims from materialmen, or laborers which arise from Purchaser's investigations under this Section 3.1. The provisions of this Section shall survive the Closing or termination of this Agreement and shall not be limited to the amount of the Deposit in case of default by Purchaser. Notwithstanding anything contained in this Agreement to the contrary, the Inspection Period shall be extended by one (1) day for each and every day that Seller fails to deliver to Purchaser the Seller's Deliveries as and when required by Article II. In the event Purchaser is unable to obtain the Survey and/or the Environmental Reports within the Inspection Period, the Inspection Period shall be extended an additional Thirty (30) days to allow for the obtaining and review of the Survey and/or the Environmental Reports.

3.2 Termination. If on or before the expiration of the Inspection Period, Purchaser gives Seller written notice setting forth Purchaser's dissatisfaction with the Property or any characteristic thereof, in Purchaser's sole discretion, for any reason whatsoever, then this Agreement shall terminate, the Deposit shall be returned to Purchaser and both parties shall be relieved from any further liability hereunder, except for any liabilities and obligations which by their terms survive any termination of this Agreement. If Purchaser does not terminate this Agreement as described in the preceding sentence, then this Agreement shall remain in full force and effect in accordance with its terms.

ARTICLE IV **Title**

At Closing hereunder, Seller will convey to Purchaser by Special Warranty Deed good, marketable and insurable fee simple title to the Real Property, free and clear of all liens and encumbrances and subject only to the Permitted Exceptions. Seller will not, after the date hereof, sell, convey, option or contract to do any of the foregoing or otherwise convey, abandon, relinquish, cloud or encumber title to the Real Property or any part thereof or contract to do any of the foregoing in a manner which would survive Closing except as may be expressly provided for herein. At Closing, Seller will cause the Title Company to issue to Purchaser, or unconditionally commit to issue to Purchaser after Closing, a 2006 ALTA form of extended coverage owner's policy of title insurance insuring marketable, insurable title to the Real Property in Purchaser in the amount of the Purchase Price for such Real Property, subject only to the Permitted Exceptions (the "Title Policy"). At Closing, Seller will pay for the title insurance policy insuring the Purchaser's purchase. If any update of the Title Commitment issued after expiration of the Inspection Period shall show any exceptions which are not Permitted Exceptions or shall contain any additional requirements, which exceptions or additional requirements are caused by Seller (or anyone acting by, through or under Seller or its affiliates) without Purchaser's prior written consent (which may be withheld in Purchaser's sole discretion), Seller will, at its sole cost and expense, within the earlier of Thirty (30) days or the Closing Date, cure such exceptions and satisfy such requirements for those caused by Seller. Seller's obligation to cure such exceptions

will, if such method is acceptable to Purchaser as to any specific exception, include the obligation to obtain title insurance protection for Purchaser against such exception and to pay additional premiums or costs which the Title Company charges for such protection. If each of such exceptions has not been cured by Seller or waived by Purchaser within the earlier of Thirty (30) days or the Closing Date, and Purchaser does not elect to waive such exception or requirements, Purchaser will be entitled to all rights and remedies therefor, including, without limitation, specific performance with abatement and/or damages on account of the existence of any such exceptions which are not Permitted Exceptions or for any requirements which are not satisfied by Seller, or termination of this Agreement and the return of the Deposit. If a third party (not related to Seller or anyone acting by, through or under Seller or its affiliates) causes such new title exception or additional requirements or if the Title Company discovers such exceptions or adds additional requirements that it missed in the prior, Seller will use good faith efforts to remove or cure such exceptions or satisfy such additional requirements (at no material cost to Seller) within the earlier of Thirty (30) days or the Closing Date; provided, however, that if Seller is unable cure such exceptions and satisfy such requirements, Purchaser's only right will be to either waive its objection thereto or to terminate this Agreement (if such items are waived, such items will become Permitted Exceptions). In the event of any such termination, the Deposit will be returned to Purchaser and the parties will thereupon be relieved of all further liabilities and obligations hereunder, except for any liabilities and obligations which by their terms survive any termination of this Agreement.

ARTICLE V

Representations and Warranties

5.1 Seller's Representations and Warranties. As used in this Agreement, Seller's "knowledge" shall mean the current actual knowledge, without inquiry and without duty to inquire, of only Seller's current president, current officer manager, and current board members. To Seller's knowledge, Seller represents, warrants and covenants to Purchaser that the following are true and correct:

(a) No Possessory Rights; No Third Party Interests. There is currently a verbal agreement for a neighbor to remove alfalfa on the Property (the "Alfalfa Removal Agreement") (and Seller agrees to terminate the Alfalfa Removal Agreement at or prior to Closing). Except for any parties in possession pursuant to, and any rights of possession granted under, the Permitted Exceptions (and the Alfalfa Removal Agreement) and the rights of Kerr McGee Rocky Mountain Corporation, EnCana Oil & Gas (USA) Inc., and Noble Energy Production Inc. f/k/a Patina Oil & Gas Corporation, there are no parties in possession of any part of the Property, and there are no other rights of possession which have been granted to any third party or parties. Seller has not granted to any party any option, contract or other agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein.

(b) No Liens. There are no mechanics' or materialmen's liens of record against the Property, nor are there any unsatisfied charges, debts, liabilities, claims or obligations arising from the construction, ownership, maintenance or operation of or otherwise relating to the Property, which could give rise to any mechanics' or materialmen's or constitutional, statutory or common law lien against the Property, or any part thereof.

(c) Contracts and Tenant Leases. Seller is not in default of any of its obligations under the Permitted Exceptions, the Contracts or the Tenant Leases. There are no Tenant Leases. There are no Contracts other than those set forth on the list of Contracts delivered by Seller to Purchaser hereunder.

(d) Compliance with Law. Except as otherwise disclosed to Purchaser as part of Seller's Deliveries, Seller has not received notice of any violation of any applicable statutes, ordinances, codes (including, but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety, and engineering codes), and the rules and regulations of, any Governmental Authority. With respect to the Property, there are no violations of any applicable statutes, ordinances, codes (including, but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety, and engineering codes), and the rules and regulations of, any Governmental Authority.

(e) No Actions. There are no actions, suits, proceedings or claims pending, or to Seller's knowledge, contemplated or threatened, with respect to or in any manner affecting the Property or the ability of the Seller to consummate the transaction contemplated by this Agreement. There are no pending condemnation or similar proceedings or special assessments affecting the Property, or any part thereof, and to the

best of Seller's knowledge, no such proceeding or assessment is contemplated or threatened by any Governmental Authority. No filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed with regard to Seller.

(f) Assumption of Obligations. Purchaser, by virtue of the purchase of the Property will not be required to satisfy any obligation of Seller other than those expressly assumed by Purchaser pursuant to this Agreement, any obligations imposed under the Permitted Exceptions or any obligations which may be incurred under any expressly assumed Permits or Contracts.

(g) Hazardous Material. To Seller's knowledge, except as disclosed in any environmental or engineering reports or studies delivered by Seller to Purchaser as part of the Seller's Environmental Information: (i) the Property has not at any time been used for the purpose of storing, manufacturing, releasing or dumping Hazardous Materials (as hereinafter defined), and there are no Hazardous Materials located at, on or under the Property, except for normal quantities of Hazardous Materials utilized in connection with the maintenance and operation of the Property in compliance with all Environmental Laws (as hereinafter defined), and (ii) no underground storage tanks, pipelines or clarifiers have been or are located on the Property. As used in this Agreement, "Hazardous Materials" shall mean any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products, polychlorinated biphenyls and urea formaldehyde insulation. As used in this Agreement, "Environmental Law" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Governmental Authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or the release or threatened release of Hazardous Materials into the environment.

(h) Seller's Deliveries. The copies of any documents furnished to Purchaser pursuant to this Agreement are true, accurate and complete copies of the documents they purport to be. Seller has no knowledge of any misrepresentations or any material inaccuracy in any of Seller's Deliveries that have been provided to Purchaser pursuant to this Agreement.

(i) Authority. Seller has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. Seller has taken all requisite action in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Seller is authorized to do so. Seller will furnish to Purchaser any and all documents to evidence such authority as Purchaser shall reasonably request. The execution and delivery of the Agreement will require no further action or approval in order for the Agreement to constitute binding and enforceable obligations of Seller.

(j) Consents; Binding Obligations. No third party approval or consent is required to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

(k) No Representations; "As Is" Purchase. Except as expressly set forth herein or called for herein or any conveyance documents delivered at Closing, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS of any kind or character, express or implied (including, but not limited to any warranty of condition, habitability, merchantability, or fitness for a particular purpose), with respect to the Property including, but not limited to, its physical condition, income to be derived therefrom or expenses to be incurred with respect thereto, the water, soil, geology, environmental, quality, the existence or non-existence of hazardous wastes or hazardous materials (including, without limitation, asbestos or airborne particulates), and the suitability of the Property for any and all activities and uses which Purchaser may elect to conduct thereon or with respect to information or documents previously furnished to Purchaser or furnished to Purchaser pursuant to this Agreement, or with respect to Seller's obligations or any other matter or thing relating to or affecting the same, and there are no oral agreements, warranties or representations collateral to or affecting the Property except as may otherwise be expressly set forth herein, and Purchaser releases Seller from all of the foregoing and any issues related to any Seller-disclosed environmental issues including, but not limited to, the presence of any hazardous wastes and hazardous materials. The sale of the Property is made on an "AS IS" basis. Notwithstanding anything contained herein to the contrary, this Section shall survive the Closing or any termination of this Agreement.

(l) Materiality. Each of the representations and warranties contained in this Article are acknowledged by Seller to be material and to be relied upon by Purchaser in proceeding with this transaction, shall be deemed to have been remade by Seller as of the date of Closing, shall not be deemed merged into any instrument of conveyance delivered at Closing and shall survive the Closing

5.2 Purchaser's Representations and Warranties. Purchaser represents, warrants and covenants to Seller that the following are true and correct:

(a) Authority. Purchaser has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. Purchaser has taken all requisite action in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so. Purchaser will furnish to Seller any and all documents to evidence such authority as Seller shall reasonably request. Purchaser represents and warrants that it has committed the funds necessary to consummate the transactions contemplated by this Agreement.

(b) Consents; Binding Obligations. No third party approval or consent is required to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Purchaser are and shall be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

ARTICLE VI **Seller's Undertakings Pending Closing**

Seller agrees to terminate the Alfalfa Removal Agreement at or prior to Closing. Seller shall deliver copies of the termination of the Alfalfa Removal Agreement at or prior to Closing to Purchaser.

ARTICLE VII **Purchaser's Obligation to Close**

Purchaser shall not be obligated to close hereunder unless each of the following conditions shall exist on the date of Closing (the "Closing Date"): (1) the Title Company shall be prepared to issue (or shall unconditionally commit to issue) the Title Policy as described in Article IV; (2) the representations and warranties made by Seller in Article V shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller will so certify; (3) Seller will have, in all material respects, (a) performed all covenants and obligations, and (b) complied with all conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date or each such covenant, obligation and condition shall be waived by Purchaser in writing prior to the Closing; and (4) no part of the Property shall be about to be acquired, or shall previously have been acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof. If any condition specified in this Article VII is not satisfied on or before the Closing Date, Purchaser may, at its option, (a) extend the date for Closing to allow Seller a sufficient time (but not to exceed Thirty (30) days) within which to cure or satisfy such condition, and Seller will immediately commence prosecution of such cure or satisfaction and diligently pursue the same to completion, at which time a new Closing Date shall be scheduled within Ten (10) days from Purchaser's acceptance of such cure or satisfaction, (b) waive such condition either at the time originally established for Closing or at any time thereafter and proceed to Closing, (c) terminate this Agreement by written notice thereof to Seller, in which case the Deposit shall be returned to Purchaser, or (d) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 11.1 hereof. Notwithstanding the foregoing, if eminent domain proceedings are commenced against any portion of the Property, Seller shall immediately give notice thereof to Purchaser, and Purchaser at its option may either (i) exercise any of the remedies available to Purchaser in this Article VII, or (ii) proceed to Closing and receive at Closing either a credit against the Purchase Price in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding. Prior to Closing, Seller shall not designate counsel, appear in, or otherwise act with respect to any eminent domain proceedings, or commence any repair or restoration resulting therefrom, without the consent of Purchaser.

ARTICLE VIII
Seller's Obligation to Close

Seller shall not be obligated to close hereunder unless Purchaser has delivered to the Title Company the Purchase Price as described in Article I hereof and Purchaser (a) performed all covenants and obligations, and (b) complied with all conditions required by this Agreement to be performed or complied with by Purchaser on or before the Closing Date or each such covenant, obligation and condition shall be waived by Seller in writing prior to the Closing.

ARTICLE IX
Closing

9.1 Time of Closing. The closing ("Closing") shall take place in the offices of the Title Company at the time mutually agreed to by Purchaser and Seller. The Closing Date shall be the Thirtieth (30th) day after the expiration of the Inspection Period (as it may be extended) or such earlier date as may be mutually acceptable to the parties. If Closing does not occur, the Deposit shall be returned to Purchaser, paid to Seller or otherwise dealt with, all as provided elsewhere in this Agreement.

9.2 Deliveries. At Closing the following shall occur:

(a) Seller will deliver to Purchaser a duly executed and acknowledged Special Warranty Deed, in form satisfactory to Purchaser, conveying good and marketable fee simple title to the Real Property to Purchaser, free of all liens and encumbrances and subject only to the Permitted Exceptions.

(b) Purchaser will pay to Seller the Purchase Price as provided in Article I hereof, subject to the adjustments described in Article X.

(c) Possession of the Property will be delivered to Purchaser and Seller shall deliver to Purchaser all keys to all locks (if any) on such Property within Seller's possession or control.

(d) Seller will execute and deliver to Purchaser and the Title Company an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(e) Seller will deliver to Purchaser, if not done so previously, a copy of the termination of the Alfalfa Removal Agreement.

(f) Public utility services shall be transferred or terminated as of the date of the Closing. The provisions of this Section shall survive Closing.

(g) Seller and Purchaser will each execute and deliver to the Title Company such agreements or statements concerning claims for mechanic's liens and any other documents as may be required by the Title Company in order to issue the applicable Title Policy.

(h) Immediately after the Closing, the originals of all Plans in Seller's possession or control and all other materials of whatever kind owned by Seller relating to the design, construction, development, ownership, maintenance and operation of the Property, if any, will be delivered to and become the property of Purchaser.

(i) Seller will, whenever and as often as it shall be reasonably requested to do so by Purchaser, and Purchaser will, whenever and as often as it shall be reasonably requested to do so by Seller, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

ARTICLE X
Prorations and Closing Expenses

10.1 Closing Adjustments. The cash due at Closing pursuant to Article I hereof shall be subject to adjustment as of the Closing Date in accordance with the following provisions:

(a) Taxes. Real and personal property taxes on the Property shall be prorated to the Closing Date based on the most recent assessed valuations and mill levy available, which proration shall be deemed a final settlement between the parties.

(b) Liens and Encumbrances. The amount of any lien, deed of trust or other monetary encumbrance (including all prepayment penalties) then affecting the Property other than as a result of the actions of the Purchaser, its representatives, agents or contractors and other than any Permitted Exceptions shall be paid from the funds to which Seller shall otherwise be entitled. If such funds are insufficient to pay all such encumbrances, Seller shall pay the deficiency.

(c) Closing Costs. Seller shall pay for any transfer taxes, the cost of recording any instruments required to discharge any liens or encumbrances against the Property (except any Permitted Exceptions), the premium for the Title Policy, Seller's attorneys' fees and one-half of the customary closing costs of the Title Company. Purchaser shall pay for recording Seller's deed, the state documentary fee, Purchaser's attorneys' fees and one-half of the customary closing costs of the Title Company.

10.2 Settlement Sheet. At the Closing, Seller and Purchaser shall execute a closing settlement sheet to reflect the credits, prorations and adjustments contemplated by or specifically provided for in this Agreement.

10.3 Post Closing Adjustments. In general, without limiting any of the foregoing, Seller shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period prior to the Closing Date and Purchaser shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period commencing on the Closing Date and thereafter. Purchaser and Seller shall undertake, following Closing, to adjust between themselves, as of the Closing Date, any income or expenses of the Property that are not adjusted on the settlement statement. Seller shall pay promptly upon receipt any bills relating to the operation of the Property for periods prior to the Closing. Seller shall also pay promptly upon receipt any so called "rollback taxes" imposed on the Property for periods from and after Closing. The terms, covenants and conditions of this Article X will survive the Closing or termination of this Agreement without limitation as to time.

ARTICLE XI
Remedies

11.1 Breach by Seller. Time is of the essence of Seller's obligations hereunder. In the event that Seller is in default of any provision hereof, which shall include the failure to provide any notice required by this Agreement, Purchaser, as a condition precedent to the exercise of its remedies or termination of this Agreement, shall be required to give Seller written notice of the same. Seller shall have Ten (10) Business Days (as defined below) (or such longer period of time as is reasonably required so long as Seller is diligently pursuing said cure) from the receipt of such notice to cure the default or failure to provide notice. If Seller timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If Seller fails to timely cure such default, Purchaser, at Purchaser's option, shall be entitled to terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and both parties shall be discharged from all duties and performance hereunder, except for any obligations which by their terms survive any termination of this Agreement. In the alternative, Purchaser shall be entitled to specific performance, or damages or both. The remedies in this paragraph do not limit Seller's obligations and liabilities in Sections 12.1, and 12.2.

11.2 Breach by Purchaser. Time is of the essence of Purchaser's obligations hereunder. In the event that Purchaser is in default of any provision hereof, which shall include the failure to provide any notice required by this Agreement, Seller, as a condition precedent to the exercise of its remedies or termination of this Agreement, shall be required to give Purchaser written notice of the same. Purchaser shall have Ten (10) Business Days (as defined below) (or such longer period of time as is reasonably required so long as Purchaser is diligently

pursuing said cure) from the receipt of such notice to cure the default or failure to provide notice. If Purchaser timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If Purchaser fails to timely cure such default, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages. The parties hereby agree that the amount of the Deposit is a fair and reasonable estimate of the total detriment that Seller would suffer in the event of Purchaser's default and failure to duly complete the acquisition hereunder. The remedies in this paragraph do not limit Purchaser's obligations and liabilities in Sections 3.1, 12.1, and 12.2.

11.3 Attorneys' Fees. If any legal proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party in such suit shall be awarded, in addition to all other remedies or damages, its reasonable attorneys' fees and expenses.

ARTICLE XII **Miscellaneous**

12.1 Brokers. Seller and Purchaser each hereby represent and warrant to the other that their sole contact with the other or with the Property has been made without the assistance of any broker or other third party. Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that no brokers or finders have been engaged by it, respectively, in connection with the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any such transactions. Seller and Purchaser agree to save and hold each other free, clear and harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any claims for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein.

12.2 Interpleader. Seller and Purchaser mutually agree that, in the event of any controversy regarding the Deposit held by the Title Company, unless mutual written instructions for disposition of the Deposit are received by the Title Company, the Title Company shall not take any action, but instead shall wait any proceeding, or else shall interplead all parties and deposit the Deposit into a court of competent jurisdiction, in which case the Title Company may recover all court costs and reasonable attorney's fees incurred in connection therewith. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Title Company, as well as the attorney's fees of the prevailing party. By its execution of this Agreement, the Title Company hereby agrees to treat the Deposit in accordance with the foregoing provisions, which supersede any standard form or other escrow instructions of the Title Company.

12.3 1031 Exchange. Seller and Purchaser acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Internal Revenue Code for either Purchaser or Seller. Each party hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by the other party, provided that no party making such accommodation shall be required to acquire any substitute property or incur any cost or expense in connection with such exchange.

12.4 General. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the party or parties to be bound. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as expressly herein set forth. Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be requisite to carry out the intent and purpose of this Agreement. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered by facsimile or electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by facsimile, the parties will use their best efforts to deliver originals as promptly as possible after execution. If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing Date) should, under the terms hereof, fall on a day other than a Business Day, then such date shall be automatically extended to the next succeeding Business Day. For purposes of this Agreement, "Business Day" means each day of the year other than Saturdays, Sundays, holidays and days on which banking institutions are generally authorized or obligated by law or executive order to close in the State of Colorado.

For purposes of this Agreement, "Effective Date" means the date that this Agreement has been executed by both Seller and Purchaser, as evidenced by later of the dates on the signature blocks below. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. The paragraph headings that appear in this Agreement are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear. Purchaser may assign this Agreement without Seller's written consent, provided that Purchaser provides Seller with prompt notice of the assignment. Any such assignee shall assume all obligations imposed on Purchaser as if the assignee were the original Purchaser under this Agreement. Any assignment of this Agreement by Purchaser shall relieve Purchaser of its obligations and liabilities hereunder. Should Seller consist of more than one person or entity, they shall be jointly and severally liable under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

12.5 Notices. Any notice required or permitted to be sent pursuant to this Agreement shall be in writing and shall be deemed received (a) within the same Business Day when personally delivered; (b) within the same Business Day when sent by confirmed facsimile transmission or electronic delivery; (c) three (3) days after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid, and addressed; or (d) the next Business Day after deposit with Federal Express or a similar overnight courier service, with delivery charges for morning delivery on the next Business Day prepaid. Either party may change its address for notices by written notice to the other party in accordance with this Section 12.5:

If to Seller:

The Kenneth Kendal King Foundation
Attn: Janice Fritsch, President
100 Fillmore Street, 5th Floor
Denver, CO 80206
Telephone: (303) 832-3200
E-mail: jfritsch@kennethkingfoundation.org

with a copy (which shall not constitute notice) to:

Heidi S. Glance, Esq.
Holland & Hart LLP
555 17th Street, Suite 3200
Denver, CO 80202
Telephone: (303) 295-8534
E-mail: HGlance@hollandhart.com

If to Purchaser:

Town of Erie
P.O. Box 750
Erie, Colorado 80516
Attn: Town Administrator
Telephone: (303) 926-2700
E-mail: ajkrieger@erieco.gov

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
Telephone: (303) 443-3234
Email: mark@mshapirolaw.com

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 12.5.

[Signature Page Follows]

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

SELLER:

**THE KENNETH KENDAL KING FOUNDATION, a
Colorado nonprofit corporation**

By: Janice Fritsch
Name: Janice Fritsch
Its: President

Date of Execution: February 26, 2014

ATTEST:

By: [Signature]
2/26/14, Secretary

PURCHASER:

TOWN OF ERIE, a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

Date of Execution: _____

ATTEST:

By: _____
Nancy Parker, Town Clerk

[Handwritten initials]

**RECEIPT AND ACKNOWLEDGEMENT BY
TITLE COMPANY**

The undersigned Title Company, named in the foregoing Agreement, hereby acknowledges receipt of the Deposit and a fully executed copy of this Agreement as of the date set forth below. In addition, the Title Company agrees to hold and disburse the Deposit in accordance with the terms of the Agreement. While the Title Company holds in escrow any Deposit in the form of cash, it agrees to invest it in interest-bearing accounts as provided in the Agreement.

RECEIVED, ACKNOWLEDGED and AGREED TO by the Title Company on this the _____ day of _____, 2014.

By: _____
Print Name: _____
Title: _____

JCF

EXHIBIT A
LEGAL DESCRIPTION

Parcel A, Erie Village 2nd Filing, Town of Erie, County of Boulder, State of Colorado.
Recorded at Reception No. 1903170 in the Real Property records of the County of Boulder, Colorado

6680340_2

JCF

ATTACHMENT C

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

Board Meeting Date: March 11, 2014

SUBJECT: RESOLUTIONS

Resolution 14-39; A Resolution Authorizing The Town Of Erie, Colorado, To Enter Into A Purchase And Sale Agreement For The Purchase Of Real Property From Schofield Farm LLC; Authorizing And Directing The Appropriate Town Officers To Sign Said Purchase And Sale Agreement; And, Setting Forth Details In Relation Thereto.

DEPARTMENT: Administration

PRESENTER: A.J. Krieger, Town Administrator

FISCAL Cost as Recommended: \$850,000.000

INFORMATION: Balance Available:
Budget Line Item
Number:
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Staff recommends approval of Resolution 14-39, authorizing the Mayor to sign the Purchase and Sale Agreement.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Per previous direction of the Board of Trustees and the Open Space and Trails Advisory Board (OSTAB), the Town recently concluded negotiations with the owner of 2203 N. 11th Street, Erie, Colorado for potential acquisition of the real property for open space purposes.

The purchase price for the approximately 25 acre parcel is \$850,000, or approximately \$34,000.00 per acre. This price was determined to be within an acceptable range relative to comparable land sales in eastern Boulder County and southwest Weld County.

Approval of the attached Purchase and Sale Agreement will allow the Town to proceed with environmental and other due diligence investigations. The purchase will proceed only if the Town's investigations are satisfactory.

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 14-39
Purchase and Sale Agreement**

RESOLUTION NO. 14-39

A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY FROM SCHOFIELD FARM LLC; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID PURCHASE AND SALE AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town desires to enter into a Purchase and Sale Agreement with Schofield Farm LLC, a Colorado limited liability company in order to purchase the real property described as approximately 24.63 acres in Section, T1N, R69W of the 6th PM, which real property is needed for open space purposes by the Town (the "Property"); and,

WHEREAS, the Town of Erie, Colorado desires to purchase the Property for a price of \$850,000 on terms as set forth in the Purchase and Sale Agreement; and,

WHEREAS, the timing and deadlines set forth in the Purchase and Sale Agreement require action on the part of the Town in order to agree to the sale price offer, begin the due diligence process for the purchase the Property, and to obtain the Property for the Town's use; 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 a Purchase and Sale Agreement.

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

Section 1. That the Purchase and Sale Agreement between the Town of Erie and Schofield Farm LLC, a Colorado limited liability company, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement for purchase of the Property.

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

Section 3. That entering into the Purchase and Sale 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.

PURCHASE AND SALE AGREEMENT
(Improved Land)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2014, by and between SCHOFIELD FARM LLC a Colorado limited liability company, having an address of 2203 N. 111th Street, Erie, Colorado 80516 ("Seller"), and TOWN OF ERIE, a Colorado municipal corporation, having an address at 645 Holbrook Street, P.O. Box 750, Erie, Colorado, 80516 ("Purchaser").

RECITALS

A. Seller is the fee owner of that certain parcel of real property known as 2203 N. 111th Street, Erie, Colorado 80516, located in the County of Boulder, State of Colorado, and which is more particularly described on Exhibit A attached hereto and made a part hereof.

B. As used in this Agreement, the term "Property" includes all of the following: (1) the real property described on Exhibit A together with all reversions, remainders, easements, rights-of-way, appurtenances, agreements, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with said real property or the Improvements (as defined below), together with all of Seller's right, title and interest in and to any strips of land, streets and alleys abutting or adjoining such real property, and together with any and all minerals and mineral rights, water and water rights (whether decreed or undecreed, tributary, nontributary or not nontributary, surface or underground, appropriated or unappropriated, permitted or unpermitted, including, but not limited to, 5 shares of the South Boulder Canon Ditch company and grandfathered use of Erie Reservoir water taps and hydrants located on the Property), wells, well rights and well permits, water and sewer taps and any water service agreements which shall be assigned to Purchaser or sanitary or storm sewer capacity appurtenant or appertaining to or otherwise benefiting or used in connection with the real property (the "Land"); (2) the existing buildings and other improvements, structures, open parking facilities and fixtures placed, constructed, installed or located on the Land, and all plants, trees, sculptures and other appurtenances located upon, over or under the Land (collectively, the "Improvements;" the Land and Improvements are sometimes hereinafter collectively referred to as the "Real Property"); (3) all right, title and interest of Seller as landlord, under all leases, tenancies or occupancy arrangements affecting any portion of the Real Property (the "Tenant Leases"), all prepaid rents under the Tenant Leases applicable to the period from and after the Closing (as defined below), and security and other deposits under the Tenant Leases; (4) all right, title and interest of Seller in and to all contracts, agreements or commitments, oral or written, other than the Tenant Leases, relating to the Real Property, if any (the "Contracts"), to the extent that they are assignable; (5) all right, title and interest of Seller in and to all unexpired warranties, guaranties and bonds, including, without limitation, contractors' and manufacturers' warranties or guaranties, relating to the Real Property to the extent that they are assignable, if any (the "Warranties"); (6) all right, title and interest of Seller in and to all governmental or quasi-governmental permits, agreements, licenses, certificates and authorizations, including, without limitation, certificates of occupancy, relating to the construction, use or operation of the Real Property to the extent that they are assignable, if any (the "Permits"); (7) all right, title and interest of Seller in and to all surveys, soil and substratus studies, architectural drawings and environmental studies or reports if existing and in Seller's possession or control that relate to the Real Property (the "Plans"); and (8) any and all other rights, privileges, and appurtenances owned by Seller and in any way related to, or used in connection with the operation of the Real Property to the extent that they are assignable (the "Intangible Property").

C. Seller now desires to sell and Purchaser now desires to purchase all of Seller's right, title and interest in and to the Property, upon the terms and covenants and subject to the conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

ARTICLE I
Purchase and Sale of the Property

1.1 Purchase. For the consideration hereinafter set forth, but subject to the terms, provisions, covenants and conditions contained herein, Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of the Property.

1.2 Purchase Price. The total purchase price (the "Purchase Price") for the Property shall be Eight Hundred Fifty Thousand Dollars (\$850,000.00), adjusted as set forth herein, below. The Purchase Price shall be payable as follows:

(a) Deposit. Within five Business Days (as hereinafter defined) after the Effective Date (as hereinafter defined in Section 13.4), Purchaser will deliver an earnest money deposit in the amount of Eight Thousand Five Hundred Dollars (\$8,500.00) to Stewart Title Company, Longmont (the "Title Company"). The Title Company will hold such Eight Thousand Five Hundred Dollars (\$8,500.00) as an earnest money deposit hereunder pursuant to the terms and provisions hereof (the "Deposit"). The Title Company will deposit such cash amount in an interest-bearing, insured account and continue hold such money as the Deposit hereunder pursuant to the terms and provisions hereof. The Deposit shall earn interest which shall be credited to the Purchaser and the full amount shall be applied to the Purchase Price at Closing. The Deposit shall be fully refundable to the Purchaser during the Inspection Period and after such shall constitute liquidated damages in the event of Purchaser's default.

(b) Balance. The balance of the Purchase Price, subject to prorations and adjustments in accordance with Article XI hereof, will be paid in good funds in compliance with laws on the Closing Date (as hereinafter defined in Article VIII), in such manner, place and account as Seller may, by prior notice, instruct.

ARTICLE II
Seller's Deliveries

It is understood by the parties that Purchaser will be relying on Seller's Deliveries (as defined herein) in order to conduct Purchaser's inspection and due diligence investigation of the Property. Except as otherwise provided below, Seller will, within Thirty (30) days after the Effective Date (as defined below), at Seller's expense, deliver, or cause to be delivered to Purchaser, the following (collectively, the "Seller's Deliveries"):

2.1 Title Insurance Commitment. A current title insurance commitment issued by the Title Company, including the best available copies of all recorded exceptions to title referred to therein (collectively, the "Title Commitment"), showing marketable title to the Real Property to be vested in Seller and committing to insure such title to the Real Property in Purchaser by the issuance of a 2006 ALTA form of extended coverage policy of owner's title insurance, with the standard printed exceptions deleted, in the amount of the Purchase Price, subject to the satisfaction of the requirements of the instruments to be delivered at the Closing as contemplated hereby and any affidavits and agreements of Purchaser and Seller which the Title Company requires in connection with deletion of the standard printed exceptions. Purchaser will review the Title Commitment as part of its investigation of the Property during the Inspection Period. Purchaser will have the right to negotiate with Title Company in order to cause Title Company to modify the Title Commitment to reflect only those exceptions to title that are acceptable to Purchaser. Seller hereby agrees to cooperate with any of Purchaser's negotiations with the Title Company. If Purchaser does not terminate this Agreement pursuant to Section 3.2 hereof, then the exceptions to title disclosed in the Title Commitment and approved by Purchaser in writing, excluding (a) any delinquent taxes or assessments, (b) any monetary liens or encumbrances which are not a result of the action of Purchaser, its representatives, agents or contractors, and (c) any standard printed exceptions, will be the "Permitted Exceptions" hereunder.

2.2 Environmental Studies. Without in any way limiting any other duties of Seller hereunder to provide information to Purchaser, copies of all environmental studies, reports and information in Seller's possession or control, including, without limitation, correspondence from any governmental or quasi-governmental authorities having jurisdiction over the Property (a "Governmental Authority"), concerning the environmental condition of the Property (all of the foregoing being hereinafter referred to as "Seller's Environmental Information"). In addition, without in any way limiting the preceding sentence, Seller shall provide Purchaser with a copies of any Phase I Environmental Site Assessment Report for the Property and any Phase II Environmental Site Assessment Report for

the Property in Seller's possession (collectively, the "Environmental Reports") within Ten (10) days of the Effective Date.

2.3 Environmental Site Assessment Report. Purchaser shall have the right to obtain a current Phase I Environmental Site Assessment Report for the Property and, in the event an environmental hazard or a potential contamination of any sort, in the sole discretion of Purchaser, has been identified on the Property, a current Phase II Environmental Site Assessment Report for the Property. Purchaser shall pay all costs associated with the Phase I and Phase II Environmental Site Assessment Reports obtained by Purchaser.

2.4 Other Information. True, accurate and complete copies of all documents in any way related to the prior development, usage, operation or marketability of the Property which are in the possession or control of Seller, including, without limitation, information related to utilities to the Property and adverse conditions. Such documents shall include, without limitation, surveys, all environmental, soils and engineering tests, appraisals, reports and other studies ordered or performed at the direction of Seller.

2.5 Survey. Seller shall provide to Purchaser a copy of any surveys of the Property Seller may have in its possession ("Survey"). Purchaser and/or its agents shall be allowed access to the Property in order to update any Survey received from the Seller or to obtain and create a new, current pinned survey of Property. Purchaser shall pay all costs associated with the new survey obtained by Purchaser.

2.6 Disclosure. A written disclosure from Seller to Purchaser of all easements, liens or other title matters not shown by public records of which Seller has current actual knowledge.

2.7 Certificate of Occupancy. A permanent and unconditional Certificate of Occupancy for the Property and all other permits, licenses and authorizations necessary for the use or required by any applicable zoning law, building codes or other laws or regulations affecting the Property.

2.8 Contracts. All service contracts, management agreements, maintenance contracts, instruments, documents and any similar items reasonably required by Purchaser to conduct and complete Purchaser's inspection and due diligence investigation.

2.9 Leases. Copies of all Leases. This information should include tenant name, rental rate, security deposit, and lease expiration date and which will also provide information regarding whether the tenant is current on the payment of rent and all other obligations of tenant under the lease.

2.10 Historic Designation Documents. A copy of all State or County Historic Designation documents relating to the Property.

2.11 Wastewater Transfer Certificate. An Onsite Wastewater Transfer Certificate from the Boulder County Health Department certifying that the septic system is functional.

2.12 Water Well Permit. A copy of the current water well permit.

ARTICLE III **Investigation of the Property**

3.1 Inspection of Property. Purchaser will have until 5:00 p.m., Mountain Time, on the date that is Sixty (60) days after the Effective Date (as it may be extended, as set forth below, the "Inspection Period"), to investigate and evaluate the Property, the structures on the Property, the zoning and other governmental limitations applicable to the Property, Seller's Deliveries and all other documents and/or information provided to Purchaser pursuant to Article II, and any other aspects or characteristics of the Property which may affect its acquisition, ownership, development, usage, operation, marketability or economic viability. Such right of investigation will include, without limitation, the right to enter the Property, to enter the structures on the Property, and to have made, at Purchaser's expense, any studies, inspections or plans of the Property and the structures on the Property as Purchaser may deem necessary or appropriate, including environmental studies and/or flood plain studies. Seller agrees to cooperate reasonably with any such investigations, inspections or studies made by or at Purchaser's direction so long as such cooperation is at no expense to Seller. Purchaser will indemnify, defend and hold Seller harmless from any

expenses, damages and liabilities, including reasonable attorneys' fees that Seller may suffer or incur arising out of any claims for property damage, personal injury or claims from materialmen, or laborers which arise from Purchaser's investigations under this Section 3.1. The provisions of this Section shall survive the Closing or termination of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Inspection Period shall be extended one day for each and every day that Seller fails to deliver to Purchaser the Seller's Deliveries as and when required by Article II.

3.2 Termination. If on or before the expiration of the Inspection Period, Purchaser gives Seller written notice setting forth Purchaser's dissatisfaction with the Property or any characteristic thereof, in Purchaser's sole discretion, for any reason whatsoever, then this Agreement shall terminate, the Deposit shall be returned to Purchaser and both parties shall be relieved from any further liability hereunder, except for any liabilities and obligations which by their terms survive any termination of this Agreement. If Purchaser does not terminate this Agreement as described in the preceding sentence, then this Agreement shall remain in full force and effect in accordance with its terms.

ARTICLE IV **Maintenance of Property**

Seller shall: (i) maintain the Property in at least as good a condition and state of repair as upon the Effective Date, ordinary wear and tear excepted, and pay all associated costs and expenses for such maintenance performed on or before the Closing Date; (ii) maintain its current (or equivalent) fire and casualty insurance in effect, without reduction in coverage; (iii) not dispose of, mortgage, pledge or subject to lien, license or other encumbrance any interest in the Property; (iv) not knowingly commit or omit any act that constitutes a breach of any lease or, upon the expiration of any applicable grace period, will constitute a breach under a lease; (v) operate the Property in accordance with the ordinary course of business of the Seller, except in cases of emergency or casualty; (vi) shall collect all rents as they become due and enforce all requirements of Leases; and (vii) shall not modify, amend or change the Property in any manner whatsoever without the prior written approval of Purchaser.

ARTICLE V **Title**

At Closing hereunder, Seller will convey to Purchaser by Special Warranty Deed good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances and subject only to the Permitted Exceptions. Seller will not, after the date hereof, sell, convey, option or contract to do any of the foregoing or otherwise convey, abandon, relinquish, cloud or encumber title to the Property or any part thereof or contract to do any of the foregoing in a manner which would survive Closing except as may be expressly provided for herein. At Closing, Seller will cause the Title Company to issue to Purchaser, or unconditionally commit to issue to Purchaser after Closing, a 2006 ALTA form of extended coverage owner's policy of title insurance insuring marketable, insurable title to the Property in Purchaser in the amount of the Purchase Price for such Property, subject only to the Permitted Exceptions (the "Title Policy"). At Closing, Seller will pay for the title insurance policy insuring the Purchaser's purchase. If any update of the Title Commitment issued after expiration of the Inspection Period shall show any exceptions which are not Permitted Exceptions or shall contain any additional requirements, which exceptions or additional requirements are caused by Seller (or anyone acting by, through or under Seller or its affiliates) without Purchaser's prior written consent (which may be withheld in Purchaser's sole discretion), Seller will, at its sole cost and expense, within the earlier of Thirty (30) days or the Closing Date, cure such exceptions and satisfy such requirements. Seller's obligation to cure such exceptions will, if such method is acceptable to Purchaser as to any specific exception, include the obligation to obtain title insurance protection for Purchaser against such exception and to pay additional premiums or costs which the Title Company charges for such protection. If each of such exceptions has not been cured by Seller or waived by Purchaser within the earlier of Thirty (30) days or the Closing Date, and Purchaser does not elect to waive such exception or requirements, Purchaser will be entitled to all rights and remedies therefor, including, without limitation, specific performance with abatement and/or damages on account of the existence of any such exceptions which are not Permitted Exceptions or for any requirements which are not satisfied by Seller, or termination of this Agreement and the return of the Deposit. If a third party (not related to Seller or anyone acting by, through or under Seller or its affiliates) causes such new title exception or additional requirements, Seller will, at its sole cost and expense, within the earlier of Thirty (30) days or the Closing Date, cure such exceptions and satisfy such requirements; provided, however, that if Seller is unable cure such exceptions and satisfy such requirements using its best efforts, Purchaser's only right

will be to either waive its objection thereto or to terminate this Agreement. In the event of any such termination, the Deposit will be returned to Purchaser and the parties will thereupon be relieved of all further liabilities and obligations hereunder, except for any liabilities and obligations which by their terms survive any termination of this Agreement.

ARTICLE VI **Representations and Warranties**

6.1 Seller's Representations and Warranties. To Seller's current actual knowledge, without inquiry and without duty to inquire, Seller represents, warrants and covenants to Purchaser that the following are true and correct:

(a) No Possessory Rights; No Third Party Interests. Except for any parties in possession pursuant to, and any rights of possession granted under, the Permitted Exceptions, there are no parties in possession of any part of the Property, and there are no other rights of possession which have been granted to any third party or parties, except the following: Seller discloses that Peter Cseh has an oral month-to-month tenancy agreement with Seller to stay on the Property. Seller has not granted to any party any option, contract or other agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein.

(b) No Liens. There are no mechanics' or materialmen's liens of record against the Property, nor are there any unsatisfied charges, debts, liabilities, claims or obligations arising from the construction, ownership, maintenance or operation of or otherwise relating to the Property, which could give rise to any mechanics' or materialmen's or constitutional, statutory or common law lien against the Property, or any part thereof.

(c) Contracts and Tenant Leases. Seller is not in default of any of its obligations under the Permitted Exceptions, the Contracts or any Tenant Leases. Seller represents that there is a Tenant Lease with Dave Cameron. Seller shall assign the Tenant Lease with Dave Cameron to Purchaser at Closing, to be effective as of the Closing Date. Seller represents that there are no Contracts other than those set forth on the list of Contracts delivered by Seller to Purchaser hereunder.

(d) Compliance with Law. Except as otherwise disclosed to Purchaser as part of Seller's Deliveries, Seller has not received notice of any violation of any applicable statutes, ordinances, codes (including, but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety, and engineering codes), and the rules and regulations of, any Governmental Authority. With respect to the Property, there are no violations of any applicable statutes, ordinances, codes (including, but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety, and engineering codes), and the rules and regulations of, any Governmental Authority.

(e) No Actions. There are no actions, suits, proceedings or claims pending, or to Seller's knowledge, contemplated or threatened, with respect to or in any manner affecting the Property or the ability of the Seller to consummate the transaction contemplated by this Agreement. There are no pending condemnation or similar proceedings or special assessments affecting the Property, or any part thereof, and to the best of Seller's knowledge, no such proceeding or assessment is contemplated or threatened by any Governmental Authority. No filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed with regard to Seller.

(f) Assumption of Obligations. Purchaser, by virtue of the purchase of the Property will not be required to satisfy any obligation of Seller other than those expressly assumed by Purchaser pursuant to this Agreement, any obligations imposed under the Permitted Exceptions or any obligations which may be incurred under any expressly assumed Permits or Contracts.

(g) Hazardous Material. To Seller's knowledge, except as disclosed in any environmental or engineering reports or studies delivered by Seller to Purchaser as part of the Seller's Environmental Information: (i) the Property has not at any time been used for the purpose of storing, manufacturing, releasing or dumping Hazardous Materials (as hereinafter defined), and there are no Hazardous Materials located at, on or under the Property, except for normal quantities of Hazardous Materials utilized in

connection with the maintenance and operation of the Property in compliance with all Environmental Laws (as hereinafter defined), and (ii) no underground storage tanks, pipelines or clarifiers have been or are located on the Property. As used in this Agreement, "Hazardous Materials" shall mean any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products, polychlorinated biphenyls and urea formaldehyde insulation. As used in this Agreement, "Environmental Law" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Governmental Authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or the release or threatened release of Hazardous Materials into the environment.

(h) Seller's Deliveries. The copies of any documents furnished to Purchaser pursuant to this Agreement are true, accurate and complete copies of the documents they purport to be. Seller has no knowledge of any misrepresentations or any material inaccuracy in any of Seller's Deliveries that have been provided to Purchaser pursuant to this Agreement.

(i) Authority. Seller has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. Seller has taken all requisite action in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Seller is authorized to do so. Seller will furnish to Purchaser any and all documents to evidence such authority as Purchaser shall reasonably request.

(j) Consents; Binding Obligations. No third party approval or consent is required to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

(k) No Representations; "As Is" Purchase. Except as expressly set forth herein or called for herein or any conveyance documents delivered at Closing, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS of any kind or character, express or implied, with respect to the Property, its physical condition, income to be derived therefrom or expenses to be incurred with respect thereto, or with respect to information or documents previously furnished to Purchaser or furnished to Purchaser pursuant to this Agreement, or with respect to Seller's obligations or any other matter or thing relating to or affecting the same, and there are no oral agreements, warranties or representations collateral to or affecting the Property except as may otherwise be expressly set forth herein. Notwithstanding anything contained herein to the contrary, this Section shall survive the Closing or any termination of this Agreement.

(l) Materiality. Each of the representations and warranties contained in this Article are acknowledged by Seller to be material and to be relied upon by Purchaser in proceeding with this transaction, shall be deemed to have been remade by Seller as of the date of Closing, shall not be deemed merged into any instrument of conveyance delivered at Closing and shall survive the Closing.

(m) Seller is not a "foreign person" but is a "United States person" as such terms are defined in Sections 1445 and 7701 of the United States Internal Revenue Code.

(n) Seller is not, and will not be, a person or entity with whom Purchaser is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto, including persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Anti-Terrorism Laws").

6.2 Purchaser's Representations and Warranties. Purchaser represents, warrants and covenants to Seller that the following are true and correct:

(a) Authority. Purchaser has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. Purchaser has taken all requisite action in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so. Purchaser will furnish to Seller any and all documents to evidence such authority as Seller shall reasonably request.

(b) Consents; Binding Obligations. No third party approval or consent is required to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Purchaser are and shall be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

ARTICLE VII **Seller's Undertakings Pending Closing**

Seller agrees to terminate by written notice to the other party thereto, effective as of Closing, any of the Contracts that Purchaser, pursuant to written notice to Seller, requests Seller to terminate. Seller agrees to terminate by written notice to the other party thereto, effective as of Closing, all Tenant Lease, with the exception that Seller shall assign the Tenant Lease with Dave Cameron to Purchaser at Closing, to be effective as of the Closing Date. Seller shall deliver copies of all notices of termination given by Seller hereunder to Purchaser.

ARTICLE VIII **Purchaser's Obligation to Close**

Purchaser shall not be obligated to close hereunder unless each of the following conditions shall exist on the date of Closing (the "Closing Date"): (1) the Title Company shall be prepared to issue (or shall unconditionally commit to issue) the Title Policy as described in Article V; (2) the representations and warranties made by Seller in Article VI shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller will so certify; (3) Seller will have, in all material respects, (a) performed all covenants and obligations, and (b) complied with all conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date or each such covenant, obligation and condition shall be waived by Purchaser in writing prior to the Closing; and (4) no part of the Property shall be about to be acquired, or shall previously have been acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof. If any condition specified in this Article VIII is not satisfied on or before the Closing Date, Purchaser may, at its option, (a) extend the date for Closing to allow Seller a sufficient time (but not to exceed Thirty (30) days) within which to cure or satisfy such condition, and Seller will immediately commence prosecution of such cure or satisfaction and diligently pursue the same to completion, at which time a new Closing Date shall be scheduled within Ten (10) days from Purchaser's acceptance of such cure or satisfaction, (b) waive such condition either at the time originally established for Closing or at any time thereafter and proceed to Closing, (c) terminate this Agreement by written notice thereof to Seller, in which case the Deposit shall be returned to Purchaser, or (d) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 12.1 hereof. Notwithstanding the foregoing, if eminent domain proceedings are commenced against any portion of the Property, Seller shall immediately give notice thereof to Purchaser, and Purchaser at its option may either (i) exercise any of the remedies available to Purchaser in this Article VIII, or (ii) proceed to Closing and receive at Closing either a credit against the Purchase Price in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding. Prior to Closing, Seller shall not designate counsel, appear in, or otherwise act with respect to any eminent domain proceedings, or commence any repair or restoration resulting therefrom, without the consent of Purchaser.

ARTICLE IX **Seller's Obligation to Close**

Seller shall not be obligated to close hereunder unless Purchaser has delivered to the Title Company the Purchase Price as described in Article I hereof.

ARTICLE X

Closing

10.1 Time of Closing. The closing (“Closing”) shall take place in the offices of the Title Company at the time specified by Purchaser in written notice to Seller. The Closing Date shall be the Thirtieth (30th) day after the expiration of the Inspection Period (as it may be extended) or such earlier date as may be mutually acceptable to the parties. If Closing does not occur, the Deposit shall be returned to Purchaser, paid to Seller or otherwise dealt with, all as provided elsewhere in this Agreement.

10.2 Deliveries. At Closing the following shall occur:

(a) Seller will deliver to Purchaser a duly executed and acknowledged Special Warranty Deed, in form satisfactory to Purchaser, conveying good and marketable fee simple title to the Property (including the water and water rights for the 5 shares of the South Boulder Canon Ditch Company and the grandfathered use of the Erie Reservoir eater taps [hydrants] located on the Property) to Purchaser, free of all liens and encumbrances and subject only to the Permitted Exceptions.

(b) Purchaser will pay to Seller the Purchase Price as provided in Article I hereof, subject to the adjustments described in Article XI.

(c) Possession of the Property will be delivered to Purchaser and Seller shall deliver to Purchaser all keys to all locks on such Property within Seller’s possession or control.

(d) Seller will execute and deliver to Purchaser and the Title Company an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(e) Seller will execute and deliver to Purchaser an assignment, in form and substance satisfactory to Purchaser, of all of Seller’s right, title and interest in and to the Contracts, if any are approved by Purchaser, and will deliver to Purchaser, the originals of all of the Contracts, if any, including all amendments and modifications thereto.

(f) Seller will execute and deliver to Purchaser a bill of sale and assignment, in form satisfactory to Purchaser, of all of Seller’s right, title and interest in and to the Warranties, Permits and Intangible Property, and Personal Property to the extent the same are assignable and will deliver to Purchaser the originals of any Warranties or Permits in Seller’s possession or control.

(g) Seller will execute and deliver to Purchaser a bill of sale and assignment, in form satisfactory to Purchaser, of all of Seller’s right, title and interest in and to the water and sewer taps; Seller will execute and deliver to Purchaser the original water stock certificates evidencing ownership of five (5) shares of the South Boulder Canon Ditch Company and an executed assignment form for such shares; and, Seller will execute and deliver to Purchaser the grandfathered use of the Erie Reservoir eater taps [hydrants] located on the Property.

(h) Public utility services shall remain in Seller’s name pursuant to the lease terms for Seller’s lease back of the Property.

(i) Seller and Purchaser will each execute and deliver to the Title Company such agreements or statements concerning claims for mechanic’s liens and any other documents as may be required by the Title Company in order to issue the applicable Title Policy.

(j) Immediately after the Closing, the originals of all Plans in Seller’s possession or control and all other materials of whatever kind owned by Seller relating to the design, construction, development, ownership, maintenance and operation of the Property, if any, will be delivered to and become the property of Purchaser.

(k) Seller will, whenever and as often as it shall be reasonably requested to do so by Purchaser, and Purchaser will, whenever and as often as it shall be reasonably requested to do so by Seller, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances,

assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

ARTICLE XI
Prorations and Closing Expenses

11.1 Closing Adjustments. The cash due at Closing pursuant to Article I hereof shall be subject to adjustment as of the Closing Date in accordance with the following provisions:

(a) Taxes. Real and personal property taxes on the Property shall be prorated to the Closing Date based on the most recent assessed valuations and mill levy available, which proration shall be deemed a final settlement between the parties.

(b) Liens and Encumbrances. The amount of any lien, deed of trust or other monetary encumbrance (including all prepayment penalties) then affecting the Property other than as a result of the actions of the Purchaser, its representatives, agents or contractors shall be paid from the funds to which Seller shall otherwise be entitled. If such funds are insufficient to pay all such encumbrances, Seller shall pay the deficiency.

(c) Closing Costs. Seller shall pay for any transfer taxes, the cost of recording any instruments required to discharge any liens or encumbrances against the Property, the premium for the Title Policy including costs to delete or insure over the standard exceptions, Seller's attorneys' fees and one-half of the customary closing costs of the Title Company. Purchaser shall pay for recording Seller's deed, the state documentary fee, Purchaser's attorneys' fees and one-half of the customary closing costs of the Title Company.

11.2 Settlement Sheet. At the Closing, Seller and Purchaser shall execute a closing settlement sheet to reflect the credits, prorations and adjustments contemplated by or specifically provided for in this Agreement.

11.3 Post Closing Adjustments. In general, without limiting any of the foregoing, Seller shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period prior to the Closing Date and Purchaser shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period commencing on the Closing Date and thereafter. Purchaser and Seller shall undertake, following Closing, to adjust between themselves, as of the Closing Date, any income or expenses of the Property that are not adjusted on the settlement statement. Seller shall pay promptly upon receipt any bills relating to the operation of the Property for periods prior to the Closing. Seller shall also pay promptly upon receipt any so called "rollback taxes" imposed on the Property for periods from and after Closing. The terms, covenants and conditions of this Article XI will survive the Closing or termination of this Agreement without limitation as to time.

ARTICLE XII
Remedies

12.1 Breach by Seller. Time is of the essence of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, Purchaser, at Purchaser's option, shall be entitled to terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and both parties shall be discharged from all duties and performance hereunder, except for any obligations which by their terms survive any termination of this Agreement. In the alternative, Purchaser shall be entitled to specific performance, or damages or both.

12.2 Breach by Purchaser. Time is of the essence of Purchaser's obligations hereunder. In the event that Purchaser is in default of any provision hereof, which shall include the failure to provide any notice required by this Agreement, Seller, as a condition precedent to the exercise of its remedies or termination of this Agreement, shall be required to give Purchaser written notice of the same. Purchaser shall have Ten (10) Business Days (as defined below) (or such longer period of time as is reasonably required so long as Purchaser is diligently pursuing said cure) from the receipt of such notice to cure the default or failure to provide notice. If Purchaser timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If Purchaser fails to timely cure such default, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages. The parties hereby agree that

the amount of the Deposit is a fair and reasonable estimate of the total detriment that Seller would suffer in the event of Purchaser's default and failure to duly complete the acquisition hereunder.

12.3 Attorneys' Fees. If any legal proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party in such suit shall be awarded, in addition to all other remedies or damages, its reasonable attorneys' fees and expenses.

ARTICLE XIII **Miscellaneous**

13.1 Brokers. Seller and Purchaser each hereby represent and warrant to the other that their sole contact with the other or with the Property has been made without the assistance of any broker or other third party. Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that no brokers or finders have been engaged by it, respectively, in connection with the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any such transactions. Seller and Purchaser agree to save and hold each other free, clear and harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any claims for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein.

13.2 Interpleader. Seller and Purchaser mutually agree that, in the event of any controversy regarding the Deposit held by the Title Company, unless mutual written instructions for disposition of the Deposit are received by the Title Company, the Title Company shall not take any action, but instead shall wait any proceeding, or else shall interplead all parties and deposit the Deposit into a court of competent jurisdiction, in which case the Title Company may recover all court costs and reasonable attorney's fees incurred in connection therewith. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Title Company, as well as the attorney's fees of the prevailing party. By its execution of this Agreement, the Title Company hereby agrees to treat the Deposit in accordance with the foregoing provisions, which supersede any standard form or other escrow instructions of the Title Company.

13.3 1031 Exchange. Seller and Purchaser acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Internal Revenue Code for either Purchaser or Seller. Each party hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by the other party, provided that no party making such accommodation shall be required to acquire any substitute property or incur any cost or expense in connection with such exchange.

13.4 General. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the party or parties to be bound. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as expressly herein set forth. Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be requisite to carry out the intent and purpose of this Agreement. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered by facsimile or electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by facsimile, the parties will use their best efforts to deliver originals as promptly as possible after execution. If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing Date) should, under the terms hereof, fall on a day other than a Business Day, then such date shall be automatically extended to the next succeeding Business Day. For purposes of this Agreement, "Business Day" means each day of the year other than Saturdays, Sundays, holidays and days on which banking institutions are generally authorized or obligated by law or executive order to close in the State of Colorado. For purposes of this Agreement, "Effective Date" means the date that this Agreement has been executed by both Seller and Purchaser, as evidenced by later of the dates on the signature blocks below. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. The paragraph headings that appear in this Agreement are for purposes of convenience of reference only and are not in any sense to be construed as

modifying the substance of the paragraphs in which they appear. Purchaser may assign this Agreement without Seller's written consent, provided that Purchaser provides Seller with prompt notice of the assignment. Any such assignee shall assume all obligations imposed on Purchaser as if the assignee were the original Purchaser under this Agreement. Any assignment of this Agreement by Purchaser shall relieve Purchaser of its obligations and liabilities hereunder. Should Seller consist of more than one person or entity, they shall be jointly and severally liable under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

13.5 Notices. Any notice required or permitted to be sent pursuant to this Agreement shall be in writing and shall be deemed received (a) within the same Business Day when personally delivered; (b) within the same Business Day when sent by confirmed facsimile transmission or electronic delivery; (c) three (3) days after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid, and addressed; or (d) the next Business Day after deposit with Federal Express or a similar overnight courier service, with delivery charges for morning delivery on the next Business Day prepaid. Either party may change its address for notices by written notice to the other party in accordance with this Section 13.5:

If to Seller:

Schofield Farms LLC
2203 N. 111th Street
Erie, Colorado 80516
Attn: Eva Cseh Distel
Telephone: (303) 665-5109
E-mail: csehporcelain@aol.com

And

Patricia L. Holt
330 S. McKinley Avenue
Fort Lupton, Colorado 80621
Telephone: (303) 857-7998
E-mail: ma5ud8ie@gmail.com

If to Purchaser:

Town of Erie
P.O. Box 8
Erie, Colorado 80516
Attn: Town Administrator
Telephone: (303) 926-2700
E-mail: jwait@erieco.gov

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
Telephone: (303) 443-3234
Email: mark@mshapirolaw.com

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 13.5.

13.6 Lease to Eva Cseh Distel. Following the Closing, Purchaser shall lease the Property to Eva Cseh Distel for a period of two years from Closing for a rental of One Dollar (\$1.00) per year. The lease terms shall be in accordance with and pursuant to the terms set forth on the lease attached hereto, marked Exhibit B, and incorporated herein by this reference (hereinafter the "Distel Lease"). The parties hereto shall sign and enter into the Distel Lease at Closing and prior to Eva Cseh Distel taking possession of the Property as a rental property. This Paragraph 13.6 shall survive the Closing and delivery of the deed.

13.7 Historic Preservation. Seller desires to sell to Purchaser in order to insure the preservation, protection, enhancement and maintenance of the historic structures located on the Property. Purchaser agrees that after acquiring the Property, it will pursue historic landmark designations for the historic structures either through the Town of Erie's historic preservation board or through State or Federal historic designations, if eligible. Purchaser agrees to preserve and maintain the structures during its ownership of the Property, subject to funds being appropriated by the Town of Erie Board of Trustees for such purposes.

ARTICLE XIV **Post-Closing Obligations**

In the event the Environmental Reports disclose the existence of Hazardous Materials on the Property, Seller hereby agrees to indemnify, defend, protect and hold Purchaser harmless, and each of Purchaser's successors, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses (including, without limitation, diminution in the value of the Property and damages for the loss of or restriction on the use of the Property), costs or expenses (including attorneys' fees, consultants' fees and experts' fees) caused in whole or in part, directly or indirectly, by (i) the presence in, on, under or about the Property or any discharge or release by Seller on or from the Property of any Hazardous Materials, (ii) the use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation by Seller or Hazardous Materials in, on, under, about or from the Property, and (iii) Seller's failure to comply with any Environmental Law. Seller's obligation under this indemnification shall include, without limitation, whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of any such condition, and any and all costs incurred in connection with any investigation of any such conditions, and any and all costs of any repair, cleanup, detoxification or decontamination of the Property (including, without limitation, the soil and ground water on, under or about the Property), and the preparation and implementation of any closure, remedial action, or other plans in connection therewith. This Article XIV shall survive the Closing and delivery of the deed.

ARTICLE XV **Risk of Loss**

15.1 Casualty Loss. Seller shall bear all risk of destruction of or damage to the Property by flood, fire or other casualty until the Closing Date; provided, however, that in the event that the Property is damaged prior to the Closing Date so as to require repair costs in excess of \$250,000, as reasonably estimated by Seller, Purchaser may elect to terminate this Agreement by written notice to Seller within ten (10) days after the date of such damage (or the Closing Date, whichever period is shorter), in which event this Agreement shall terminate pursuant to the provisions of Section 3.2. If the damage does not exceed such amount, or if Purchaser elects not to terminate this Agreement in accordance with the terms of this Section, the parties shall proceed to Closing notwithstanding such damage and Purchaser shall be entitled to a credit, at Closing, in the amount of the reasonable cost of repairing such damage, not to exceed the Purchase Price. If the parties are unable, despite their good faith and commercially reasonable efforts, to agree upon the reasonable cost of repair on or before the Closing Date, then Purchaser may give notice terminating this Agreement. After the Closing, Purchaser shall bear the risk of destruction of or damage to the Property.

15.2 Failure of Inclusions. Should any inclusions or services (including systems and components of the Property, e.g., heating, plumbing, etc.) fail or be damaged between the Effective Date and the Closing Date, then, at the option of Seller: (i) Seller shall repair or replace such inclusions or services with a new unit of similar size and quality; or (ii) Purchaser shall receive a credit at Closing equal to the reasonable costs of repairing or replacing such Inclusion or service.

[Signature Page Follows]

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

SELLER:

**SCHOFIELD FARM LLC, a
Colorado limited liability company**

By: 
Eva Cseh Distel, Manager

By: 
Patricia L. Holt, Manager

Date of Execution: MARCH 7 2014

PURCHASER:

TOWN OF ERIE, a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

Date of Execution: _____

ATTEST:

By: _____
Nancy Parker, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

24.63 AC m/l NE 1/4 SE 1/4 & PT E 200 ft NW 1/4 SE 1/4 & .2 AC Strip Adj at North Less Min S27 T1N
R69W of the 6th PM

EXHIBIT B

DISTEL LEASE

LEASE

1. Parties

This lease for the rental of residential property is between TOWN OF ERIE ("owner") and EVA CSEH DISTEL ("resident")

2. Leased Premises

Owner hereby leases to resident the premises described below:

2203 N. 111th Street, Erie, Colorado 80516
(Street Address)

After resident occupies the premises, resident shall be deemed to have fully accepted the premises in "as is" condition.

3. Term

A. **Fixed Term.** The term of this lease shall be for two (2) years, commencing at 12:00 noon on _____, 2014, and terminating at 12:00 noon on _____, 2016.

No notice to terminate at the end of such fixed term is necessary.

If resident retains possession of the premises after expiration of the fixed lease term with the written permission of owner, resident and owner shall continue to be bound by the terms and conditions of this lease on a month to month basis. The lease may then be terminated by either party giving ten (10) days written notice prior to the end of the rental month.

B. As additional consideration for the lease, resident agrees to prepare for the Town of Erie an inventory of the personal property, historic artifacts and farm equipment that resident is donating to the Town as part of the interpretation of the Schofield Farm.

4. Rent

A. **Fixed Term.** The total rental price for the term of this lease is Two Dollars (\$2.00). Of this amount, the first rental payment, in the amount of One Dollar (\$1.00), is due on _____, 2014. The remainder of One Dollar (\$1.00) is due and payable _____, 2015.

B. Rent payments shall be made to owner, TOWN OF ERIE, at 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516.

5. Notice

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

To resident: at the premises, or at resident's last known address.

To owner: at 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516, Attention: Town Administrator.

Notice to one resident shall be deemed to be notice to all residents.

6. Security Deposit

A. Resident has paid owner the sum of Two Thousand Dollars (\$2,000.00) as security deposit to secure the performance of this rental agreement.

B. Any advance or deposit of money, whether termed last month's rent, damage deposit, or security deposit, constitutes a security deposit under this section.

C. Resident may not use the security deposit in place of rent without the written permission of owner.

D. It is the duty of resident to return to the premises, including any outside areas, yards or driveways required to be maintained by resident under this lease, to their condition at the commencement of this lease, except for normal wear and tear.

E. Owner shall return the security deposit to resident within 60 days after termination of this lease or surrender and acceptance of the premises whichever occurs last. If actual cause exists for retaining any portion of the security deposit, owner shall provide resident with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Owner is deemed to have complied with this paragraph E by mailing said statement and any payment required to the last known address of resident.

F. Owner, at owner's option, may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease.

7. Eviction/holding over

A. Owner may evict resident from the premises or undertake other legal action to regain possession for non-payment of rent or breach of the lease.

B. Resident shall continue to be liable for rent and be bound by the other provisions of this lease during the time resident remains in possession of the leased premises even though owner has chosen to seek eviction because of resident's breach of this lease.

C. If the premises are abandoned or if resident is evicted, resident will remain liable for any loss of rent for the remainder of the lease term.

D. If resident does not leave at the end of the lease term owner, after notifying resident, may remove resident's belongings, so long as there is no breach of the peace.

8. Occupancy

No more than Two (2) persons may reside in the leased premises.

Resident shall not allow guests to stay upon the premises more than six (6) days per month without written consent of owner.

9. Use

Resident shall use the premises for residential and farming purposes.

Resident shall not engage in any illegal activities on the premises.

Resident shall not grow marijuana on the premises.

Violation of any of the terms or prohibitions on use contained herein shall be grounds for immediate eviction.

10. Utilities

Resident shall be responsible for paying for the following utilities or services connected with the premises (check those applicable):

- | | |
|-------------------------|---|
| A. water <u>X</u> | E. phone (if desired) <u>X</u> |
| B. sewer <u>X</u> | F. trash pick-up <u>X</u> |
| C. electricity <u>X</u> | G. Cable TV/Internet if desired <u>X</u>
(other) |
| D. gas <u>X</u> | H. All utilities <u>X</u> |

Within 3 business days after the beginning of the lease term, resident shall arrange for such utilities or services for billing directly to resident if such utilities are not already in resident's name.

The owner shall not be liable for failure to furnish the utility or service or for failure of utilities or service.

11. Privacy

Resident shall permit owner to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the premises to prospective residents, purchasers, or lenders. Entry may be made without prior notice only if owner reasonably believes that an emergency exists or that the premises have been abandoned.

12. Assignment/subleasing/release

Resident shall not assign this lease, or sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of owner, which consent may be withheld at owner's sole discretion.

13. Noise and Nuisance

Resident agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

14. Rules and Regulations

Resident agrees to abide by all Rules and Regulations in effect at the time of signing this lease (a copy of which is attached hereto, marked "Exhibit A" and hereby made part of this Lease) and to such amended rules or regulations which may be imposed by owner in conformance with the terms of the Rules and Regulations.

15. Compliance With Law

Resident shall comply, at resident's sole expense, with all laws, statutes, ordinances, and governmental rules, regulations or requirements now in force, or which may hereafter be in force, and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted related to the premises.

16. Mechanics' Liens

Resident shall pay or cause to be paid all costs for work done by or on behalf of resident or caused to be done by or on behalf of resident on the premises of a character which will or may result in liens against owner's interest in the premises, or any part thereof and resident will keep the same free and clear of all mechanics' liens and other liens on account of work done for or on behalf of resident or persons claiming under resident. Resident hereby agrees to indemnify, defend and save owner harmless of and from all liability, loss, damages, costs or expenses, including attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials or supplies furnished to resident, including lien claims of laborers, materialmen or others. Should any such liens be filed or recorded against the premises with respect to work done for or materials supplied to or on behalf of resident or should any action affecting the title thereto be commenced, resident shall cause such liens to be released of record within twenty (20) days after notice thereof. If resident desires to contest any such claim of lien, resident shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanics' lien statutes. If resident shall be delinquent in paying any charge for which such a mechanics' lien or suit to foreclose such a lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, owner may (but without being required to do so) pay such lien or claim and costs associated therewith, and the amount so paid, together with interest thereon at the legal interest rate and reasonable attorneys' fees incurred in connection therewith, shall be immediately due from resident to owner as additional rent.

17. Repairs and Maintenance

Resident shall make all repairs necessary and required for the upkeep and maintenance of the premises, at resident's sole cost.

Resident shall pay reasonable charges (other than for normal wear and tear) for the repair of damage to the premises or common areas caused by the negligence or willful acts of resident, members of resident's household, or guests. Damage to the premises by resident, member's of residents household, or guests shall be grounds for owner to evict resident.

18. Indemnity

Resident shall indemnify and hold harmless owner against and from any and all claims arising from resident's use of the premises or any claim arising from any breach or default on resident's part under the terms of this Lease, or from any act, omission, or negligence of resident, or any officer, agent, employee, guest or invitee of resident, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. Resident assumes all risk of damage to property or injury to persons in, upon or about the premises, from any cause other than owner's gross negligence. Resident waives all claims with respect thereof against owner. Resident shall give prompt notice to owner in case of casualty or accidents in the premises.

19. Owner's Limited Liability

Owner shall not be liable for any loss or damage resulting from: (a) fire, explosion, falling plaster, steam, gas, electricity, water or rain; (b) the pipes, appliances or plumbing systems in the premises; (c) the roof, street, subsurface; (d) any variation or interruption of utility services; (e) theft or other criminal acts of third parties; or (f) any other cause whatsoever, unless due to the gross negligence of owner.

20. Outside Maintenance

A. Resident shall be responsible for all of the routine care and maintenance of the premises, yard, outside areas, and maintenance of the agricultural acreage including, but not limited to, the following:

1. mowing lawn
2. watering lawn, shrubs and trees
3. removing weeds
4. raking leaves
5. removing snow and ice from walkways, parking areas and driveways
6. all other maintenance and upkeep required to the premises
7. supervision (in consultation with the owner) of the agricultural acreage

B. Resident's shall supply all equipment appropriate and necessary to provide the routine care and maintenance of the premises, yard, outside areas and maintenance of the agricultural acreage as required herein.

21. Alterations to Premises

Resident agrees that before making alterations to the premises including, for example, painting, adding or changing door locks, or altering landscaping, advance written consent of owner will be obtained.

22. Pets

No pet shall be allowed without the prior written consent of owner.

23. Insurance

Resident shall insure resident's personal possessions and insure against resident's personal liability. Resident shall provide to the owner proof of adequate insurance, acceptable to the owner, prior to the effective date of this Lease.

24. Attorneys' fees

In the event of any legal action concerning this lease which results in a judgment, the losing party shall pay the prevailing party reasonable attorneys' fees and court costs to be fixed by the court.

25. Resident's Liability

Resident will be liable for the injury to any person or damage to any property caused by the negligence or willful acts of resident.

26. Subordination

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

27. Waiver

Any waiver, by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

28. Severability

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

29. Joint and Several Liability

If this lease is signed on behalf of resident by more than one person, then the liability of the persons so signing shall be joint and several.

30. Upkeep of Property

Resident agrees to keep the premises, property, yard and landscaping of the premises in good and clean condition and agrees to water the grass and greenery and generally do all things necessary to maintain the property, yard and landscaping and agricultural acreage in good condition. Resident shall not store or keep any items on the premises or on the property including, but not limited to, vehicles, building materials, equipment, contracting materials, roofing materials, lumber, junk or garbage. All wood shall be kept in neat piles in areas as designated by owner.

31. Hazardous Materials

A. Hazardous Materials. As used herein the term "Hazardous Materials" shall mean any of the following, in any amount: (i) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls; (ii) any radioactive substance; (iii) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (iv) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "solid waste," or words of similar import in any federal, state or local statute, law, ordinance or regulation now existing or existing on or after the Commencement Date as the same may be interpreted by government offices and agencies.

B. Hazardous Materials Laws. As used herein the term "Hazardous Materials Laws" shall mean any federal, state or local statutes, laws, ordinances or regulations now existing or existing after the Commencement Date that control, classify, regulate, list or define Hazardous Materials.

C. Claims. As used herein the term "Claims" shall mean all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under the Lease.

D. Compliance with Hazardous Materials Laws. Except as may be allowed below, Resident will not cause any Hazardous Material to be brought upon, kept or used in or on the Premises or the Building in a manner or for a purpose prohibited by or that could result in liability under any Hazardous Materials Law. Resident, at its sole cost and expense, will comply with all Hazardous Materials Laws and prudent industry practice relating to the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under or about the Premises or the Building required for Resident's use of the Premises and will notify Owner of any and all Hazardous Materials Resident brings upon, keeps or uses on the Premises or the Building (other than small quantities of office cleaning or other office supplies as are customarily used by a Resident in the ordinary course in an office building). On or before the expiration or earlier termination of this Lease, Resident, at its sole cost and expense, will completely remove from the Premises and the Building (regardless whether any Hazardous Materials Law requires removal), in compliance with all Hazardous Materials Laws, all Hazardous Materials Resident causes to be present in, on, under or about the Premises and the Building. Resident will not take any

remedial action in response to the presence of any Hazardous Materials in, on, under or about the Premises and the Building, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Materials in, on, under or about the Premises and the Building, without first (a) notifying Owner of Resident's intention to do so and (b) affording Owner reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Owner's interest in the Premises and the Building.

E. Notice of Actions. Resident will notify Owner of any of the following actions affecting Owner, Resident or the Premises or the Building that result from or in any way relate to Resident's use of the Premises and the Building immediately after receiving notice of the same: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened (of which Resident is aware) under any Hazardous Materials Law; (ii) any Claim made and received by Resident or threatened by any person to Resident relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (iii) any reports made by any person and of which Resident is aware, including Resident, to any environmental agency relating to any Hazardous Material, including any complaints, notices, warnings or asserted violations. Resident will also deliver to Owner, as promptly as possible and, in any event, within five (5) days after Resident first receives or sends the same, copies of all Claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Resident's use of the Premises. Upon Owner's written request, Resident will promptly deliver to Owner documentation acceptable to Owner reflecting the legal and proper disposal of all Hazardous Materials removed or to be removed from the Premises. All such documentation will list Resident or its agent as a responsible party and, to the extent Owner has no responsibility, will not attribute responsibility for any such Hazardous Materials to Owner.

F. Disclosure and Warning Obligations. Resident acknowledges and agrees that all reporting and warning obligations required under Hazardous Materials Laws resulting from, or in any way relating to Resident's use of the Premises or Building are Resident's sole responsibility.

G. Indemnification. Resident will indemnify, defend (with counsel reasonably acceptable to Owner), protect and hold harmless the Owner from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Premises and the Building (including water tables and atmosphere) resulting from or in any way related to Resident's use of the Premises or Building. Resident's obligations under this Paragraph 16 include, without limitation and whether foreseeable or unforeseeable, (i) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the Premises and the Building; (ii) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (iii) the value of any loss of use and any diminution in value of the Premises or the Building; and (iv) consultants' fees, experts' fees and response costs. The indemnification set forth in this subsection (g) shall not cover the gross negligence or willful acts of Owner. The obligations of Resident under this Paragraph 16 shall survive the expiration or earlier termination of this Lease.

32. Signatures/amendment of lease

This lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

Signatures on following page

Signed this _____ day of _____, 2014.

Owner:
TOWN OF ERIE

ATTEST:

By: _____
Joseph A. Wilson, Mayor

By: _____
Nancy Parker, Town Clerk

Resident:

Eva Cseh Distel

3.5.14

EXHIBIT A

RULES AND REGULATIONS

1. Plumbing, utility fixtures and outlets shall be used only for their designated purposes and shall not be abused or overloaded. Damage to any such fixtures resulting from misuse by Resident or any employee or invitee of Resident shall be repaired at the expense of Resident.

2. Resident shall provide trash disposal receptacles and Resident shall utilize them for their intended purpose, taking care to assure that no trash, debris or litter are allowed to accumulate on the Premises or outside of the trash receptacles.

3. Resident shall be responsible for all contractors, technicians and repair persons rendering any installation or repair service at the request of Resident.

4. Resident shall assume all risk of damage and pay the cost of repairing or providing compensation for damage to the Premises as a result of activity by Resident.

5. Resident shall cooperate with Owner in maintaining the Premises.

6. No birds, fish, dogs or animals of any kind shall be brought into, kept in or about the Premises.

7. Resident shall not use or keep in the leased Premises any kerosene, gasoline, inflammable or combustible fluid or material, other than such limited quantities as may be necessary for maintenance of equipment, or as such items are acceptable and in compliance with all applicable rules, regulations and current laws.

8. Resident shall comply with such reasonable security requirements as Owner may impose with respect to the Premises.

9. Owner will furnish Resident with a reasonable number of keys for entrance doors into the Premises upon acceptance of possession by Resident and may charge Resident for additional keys provided thereafter. All such keys shall remain the property of Owner. No additional locks shall be installed in the Premises without Owner's prior written consent and Resident shall not make duplicate keys, except those provided by Owner. Upon termination of the Lease, Resident shall surrender to Owner all keys to the Premises.

10. The foregoing Rules and Regulations may be changed by Owner upon reasonable notice, and Resident shall comply with such future Rules and Regulations as may be required for the safety, protection and maintenance of the Premises, the operation and preservation of good order thereof and the protection of the Premises, so long as the same are reasonable and do not interfere with enjoyment by Resident of her rights pursuant to this Lease.

INITIAL: _____

**RECEIPT AND ACKNOWLEDGEMENT BY
TITLE COMPANY**

The undersigned Title Company, named in the foregoing Agreement, hereby acknowledges receipt of the Deposit and a fully executed copy of this Agreement as of the date set forth below. In addition, the Title Company agrees to hold and disburse the Deposit in accordance with the terms of the Agreement. While the Title Company holds in escrow any Deposit in the form of cash, it agrees to invest it in interest-bearing accounts as provided in the Agreement.

RECEIVED, ACKNOWLEDGED and AGREED TO by the Title Company on this the _____ day of _____, 2014.

By: _____
Print Name: _____
Title: _____

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 11, 2014

SUBJECT: **STAFF REPORT**
111th Street Closure North of Erie Parkway

DEPARTMENT: Public Works

PRESENTER: **Russell Pennington, Deputy Director of Public Works**
Matt Wiederspahn, Development Engineer

FISCAL INFORMATION: Cost as Recommended: **\$ 0**
Balance Available: **\$ 0**
Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie approved the Flatiron Meadows Filing 4 in early 2014. As part of constructing this new filing, a new sanitary sewer line must be constructed in 111th Street that crosses the Leyner Cottonwood Ditch. To construct this crossing, the line must be bored under the ditch. Due to the depth of the sanitary sewer and the road width, it is necessary to close the road north of Erie Parkway during construction activities for the safety of the construction workers and the public. This section of road is too narrow to maintain lanes of traffic and complete the construction activities. The ditch crossing work must also be completed prior to April 1st when the ditch begins running water.

Notification of Closure

A press release has been issued one week prior to the road closure, along with the installation of message boards and posting a notice on the Town's web site.

Construction Schedule

The road will be closed between March 12, 2014 and April 2, 2014. During this time, traffic will be detoured to Highway 287 as described in the attached detour plan. If the road can be opened earlier it will, but the schedule will also be dependent on the weather.

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
_____ Finance Director
 _____ Police Chief
_____ Public Works Director

Approved by:



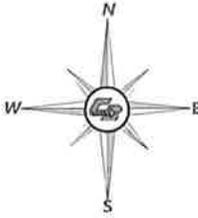
A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Detour Routes

Colorado Barricade Co.
 Rental . Sales . Service
 Traffic Control - Sign Manufacturing & Installation
 Pavement Marking - Contractor Supplies

2295 South Lipan St.
 Denver, CO 80232
 Phone: (303) 922-7815
 Fax: (303) 922-5433

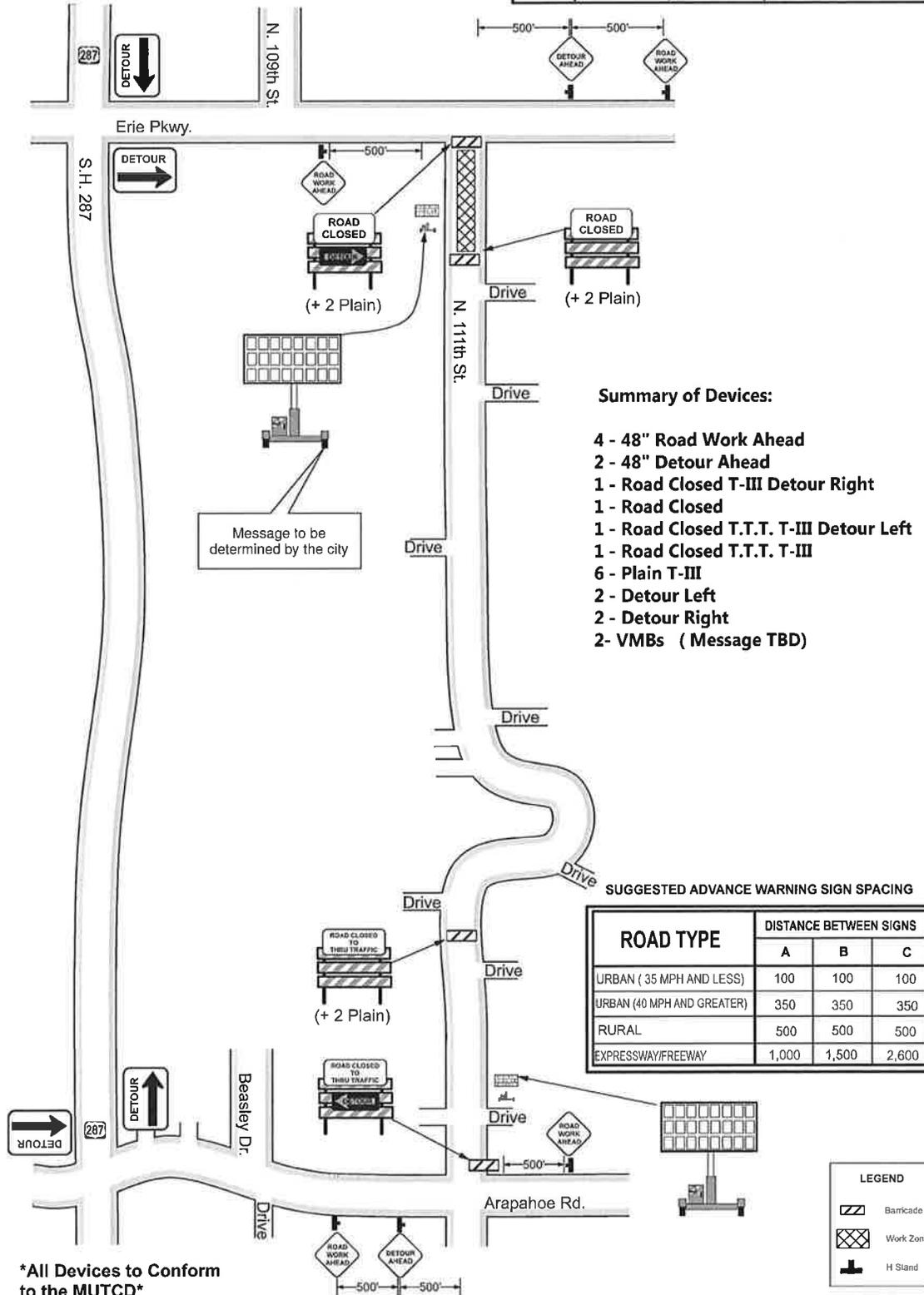


Road Closure

TRAFFIC CONTROL PLAN

Location: N. 111th St. & Erie Pkwy.
 City: Erie, CO 80516
 For: Nelson Pipeline
 Pat Aker 303.921.0804
 Date: February 21, 2014
 Drawn By: Alex Martinez Job# 13039

MHT #1
 NOT DRAWN TO SCALE



All Devices to Conform to the MUTCD

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 11, 2014

SUBJECT: **STAFF REPORTS**
Coal Creek/Rock Creek trail update

DEPARTMENT: Public Works

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

FISCAL INFORMATION: Cost as Recommended: **\$ 0**
Balance Available: **\$ 0**
Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the September flood event approximately 5 miles of Coal Creek/Rock Creek trail was damaged. Public Works Staff has worked to repair and open the damaged areas.

Staff completed repairs to most Coal Creek Trail internally and contracted repairs to the three (3) pedestrian bridges, Coal Creek Trail have been opened to the public since November, 2013.

Town staff along with contractors continue to repair the Coal Creek/Rock Creek trail, work is scheduled to be completed which includes repairing a pedestrian bridge, a damaged drop structure and nearby irrigation ditch head gate, re-seeding areas throughout the trail network, repair damaged retaining walls (3), the repairs are anticipated to be completed by June.

Lafayette and Boulder County Coal Creek/Rock Creek trail segments have recently been reopened to the public. The Louisville segment is not expected to be re-opened until late summer/fall, prioritizing repair efforts on other projects, such as the golf course.

Board Goal

Staff Review:

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

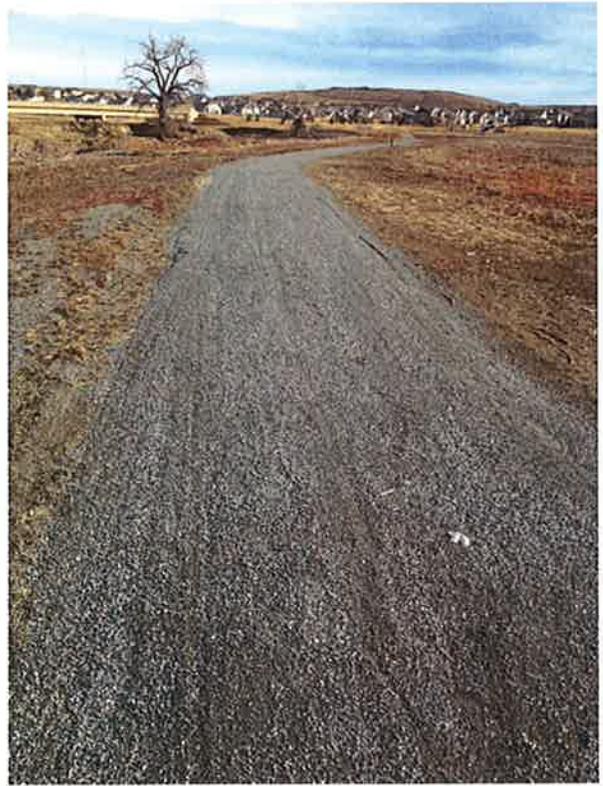
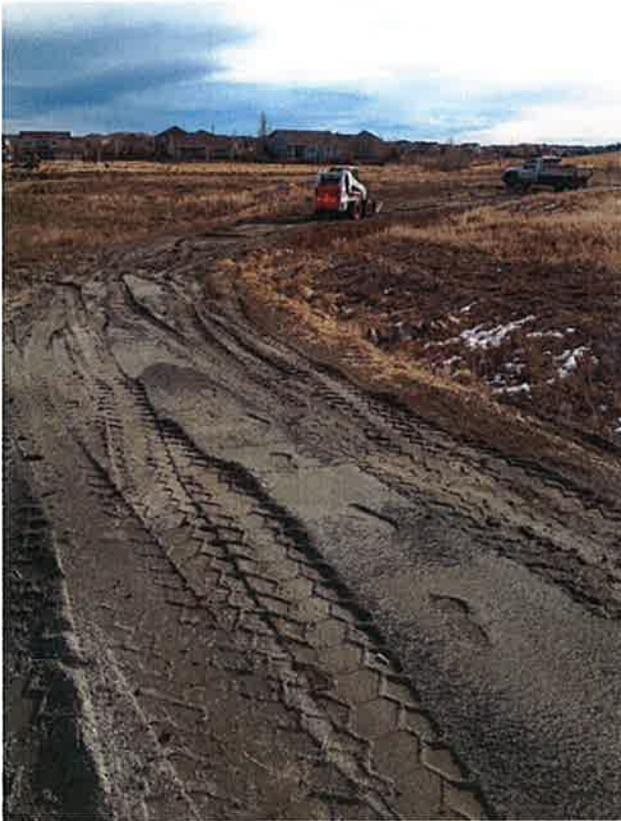
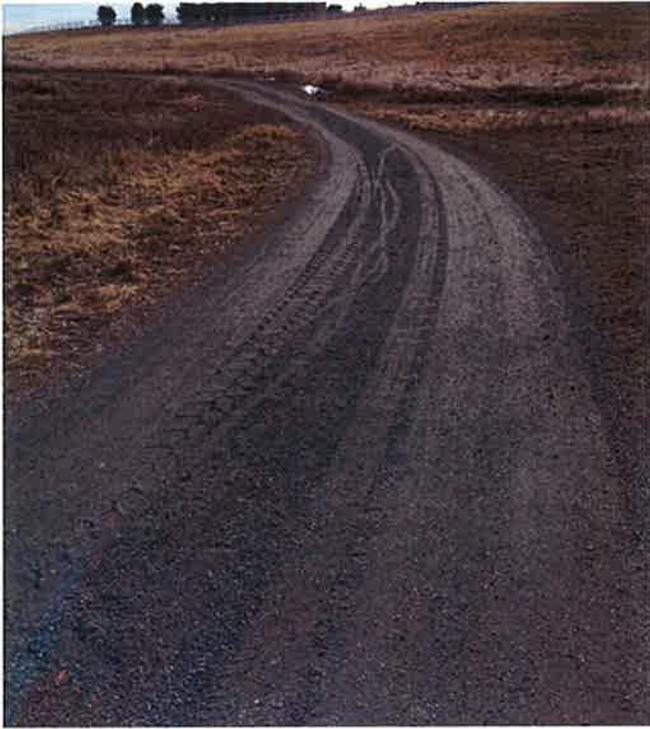
Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Photos



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 11, 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 February 2014) versus the building permit projections utilized in determining the 2014 budget. The Town issued 13 new residential building permits in February.

For 2014 the Town has issued 25 building permits or 8 percent of the yearly projected total of 300 building permits.

The Building Permit Reports for 2013 and 2012 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 1 permit valued at \$51.00 in fees was waived for the month of February 2014. The cumulative value of fees waived since the inception of the program is \$11,387.05. 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:

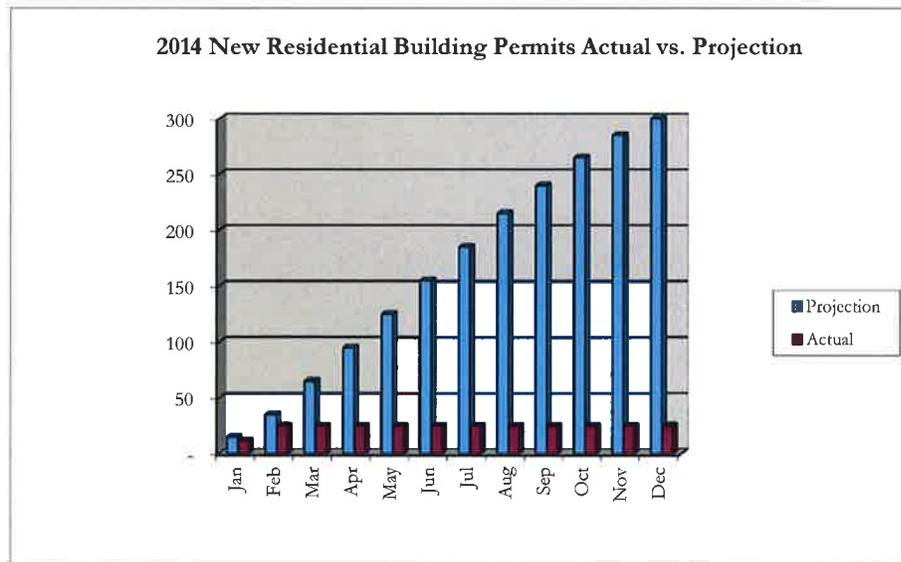
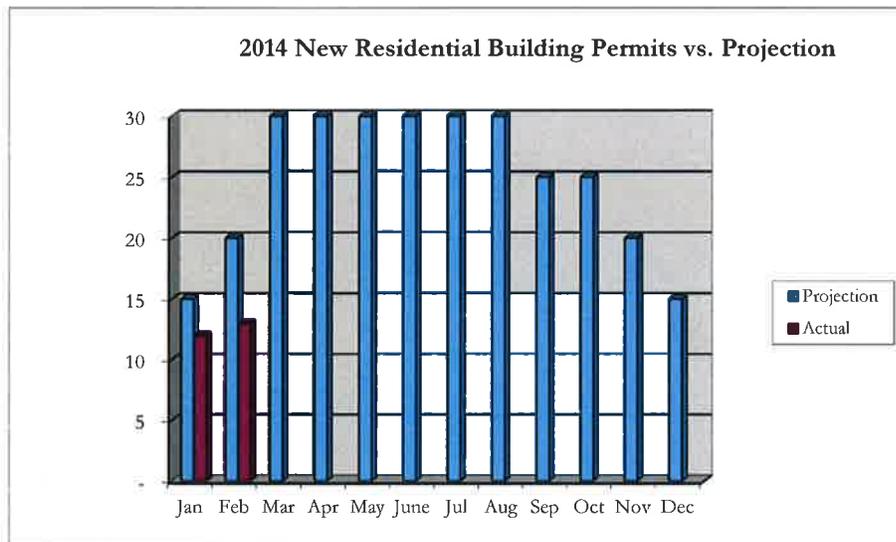

A.J. Krieger
Town Administrator

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- ATTACHMENTS:**
- A. 2014/2013/2012 Building Permits to Projection Comparison
 - B. Historic Erie Neighborhood Fees Waived

ATTACHMENT A

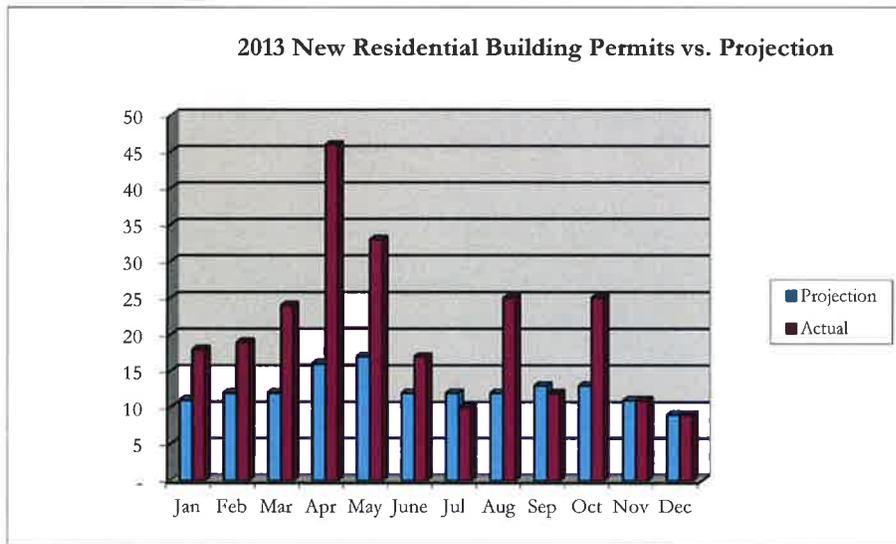
2014 Building Permits to Projection Comparison

2014	Month by Month		Seasonal Projection	Accumulation		
	Projection	Actual		Projection	Actual	
Jan	15	12	8%	Jan	15	12
Feb	20	13	7%	Feb	35	25
Mar	30		11%	Mar	65	25
Apr	30		12%	Apr	95	25
May	30		10%	May	125	25
June	30		11%	Jun	155	25
Jul	30		10%	Jul	185	25
Aug	30		8%	Aug	215	25
Sep	25		7%	Sep	240	25
Oct	25		6%	Oct	265	25
Nov	20		7%	Nov	285	25
Dec	15		5%	Dec	300	25
Total	300					



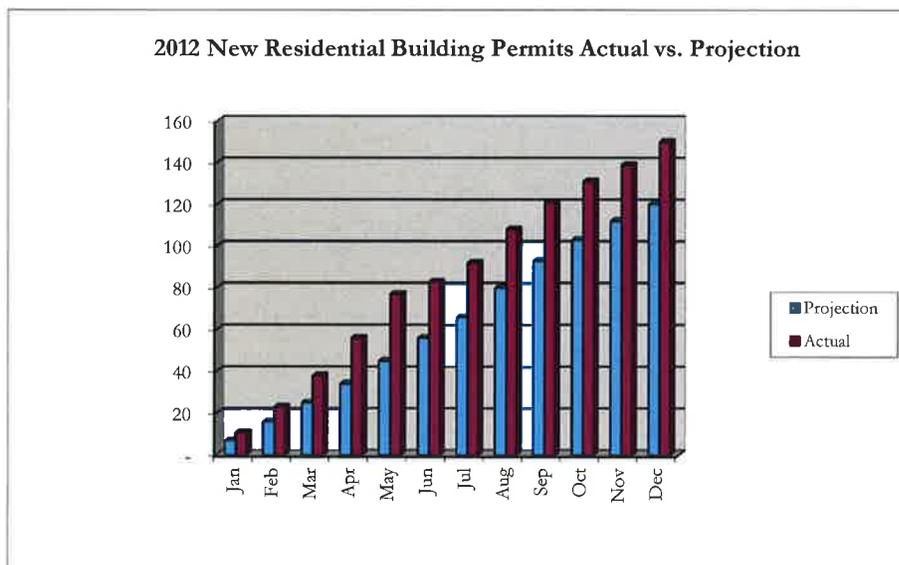
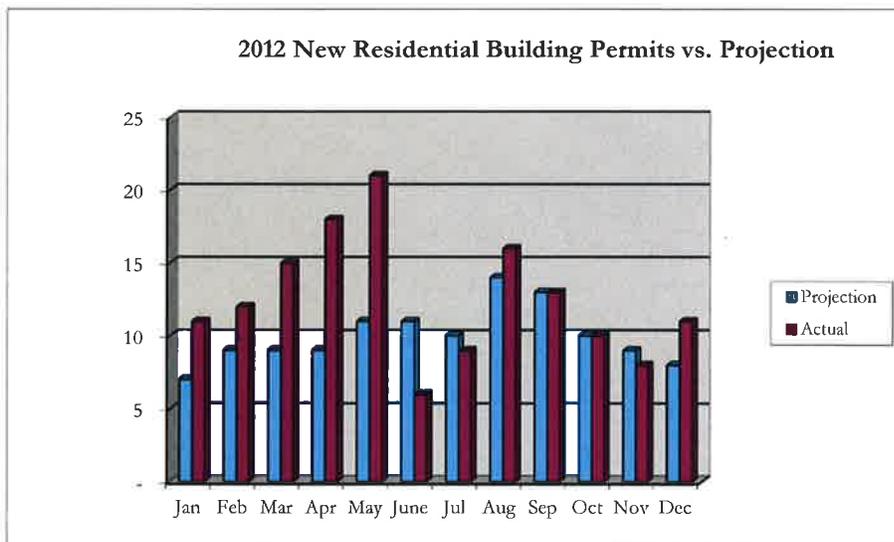
2013 Building Permits to Projection Comparison

2013	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					



ATTACHMENT B

Historic Erie Neighborhood Fees Waived - Ordinance 25-2012

FEBRUARY 2014

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-14-190	Furnace Inst	Service Experts	Lois Joyce	514 Balcolm St		\$ 51.00				\$ 51.00	\$43.57
										\$ -	
					\$ -	\$ -	\$ 51.00	\$ -	\$ -	\$ 51.00	\$ 43.57

JANUARY 2014

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-14-0004	Re-Roof	Roof Check Inc.	Drew Patterson	655 Main Street	\$ 47.00					\$ 47.00	\$ 62.76
BP-14-0005	Re-Roof	AAA Roofing	Harvey Blair	118 Pierce Street	\$ 47.00					\$ 47.00	\$ 42.00
BP-14-0006	Tenant Finis	St. Vrain Builders	James Van Gerrity	675 Pierce St., #210	\$ 377.25	\$ 45.00	\$ 45.00	\$ 50.00	\$ 245.21	\$ 762.46	\$ 420.00
					\$ 471.25	\$ 45.00	\$ 45.00	\$ 50.00	\$ 245.21	\$ 856.46	\$ 524.76