

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING ¹
Tuesday, March 25, 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 March 11, 2014 Meeting Minutes
- b. Resolution 14-44; A Resolution Awarding a Contract for 2014 Mosquito Control
- c. Resolution 14-45; A Resolution Awarding a Janitorial Services Contract
- d. Resolution 14-46; A Resolution Approving the 6th Amendment to the 4th Agreement for the Windy Gap Firing Project
- e. Resolution 14-47; A Resolution Awarding a Contract for Street Signage Supplies
- f. Resolution 14-48; A Resolution Approving a Contribution to the Colorado National Golf Club for the 4th of July Fireworks
- g. Resolution 14-49; A Resolution Of The Town Of Erie, Colorado, For The Purpose Of Accepting A Grant Of Permanent Easement Agreement From Sunwest Homeowners' Association

V. PUBLIC COMMENT (This agenda item provides the public an opportunity to discuss items other than ordinances on second reading, public hearings and consent agenda items that are not on the agenda. The Board of Trustees is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda)

VI. PROCLAMATIONS AND PRESENTATIONS (This agenda item is intended to contain Presentations to the Board that do not require any Board action. Presentations are limited to fifteen (15) minutes.)

- a. Arbor Day and Earth Day Proclamation

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 14-50; A Resolution Approving a Contract for the Erie Lake Feasibility Study
- b. Resolution 14-51; A Resolution Awarding a Construction Contract for the 4MG Water Tank
- c. Resolution 14-52; A Resolution Awarding a Construction Contract for Coal Creek Restoration

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...)

NONE SCHEDULED

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, March 11, 2014
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Wilson called the March 11, 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 –absent/excused
 Trustee Gruber – present
 Mayor Pro Tem Grassi – present
 Trustee Moore – present
 Trustee Mahe - present
 Trustee Woog – present
 Mayor Wilson – present

III. APPROVAL OF THE AGENDA

Action: Mayor Pro Tem Grassi moved to approve the March 11, 2014 Agenda; the motion was seconded by Trustee Moore. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

- 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
- 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

CONSENT AGENDA (continued)

Action: Mayor Pro Tem Grassi moved to approve the March 11, 2014 Consent Agenda; the motion was seconded by Trustee Moore. The motion carried with the following roll call vote:

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

V. 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.

Ken Martin, 874 Quintana Lane, Erie, CO. spoke as chair of the open Space and Trails Board in support of the Open Space Land Purchases on the Agenda for approval.

Tim Kennedy, 1465 Hickory Court, Erie, CO. asked the Board to consider a policy request requiring Police Officer to retire at age 50.

Darrel Rankin, 2134 Alpine, Drive, Erie, Co. spoke on behalf of the Arts Coalition of Erie.

VI. 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.**

A.J. Krieger, Town Administrator, presented staff recommendations for the approval of Resolution 14-42. 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.

Action: Mayor Pro Tem Grassi moved to approve Resolution 14-42; the motion was seconded by Trustee Moore. The motion carried with all present voting in favor thereof.

- 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.**

A.J. Krieger, Town Administrator, presented staff recommendations for the approval of Resolution 14-43. 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 Parcel A, Erie Village 2nd Filing for potential acquisition of the real property for open space purposes. The purchase price for the approximately 16 acre parcel is \$250,000, or approximately \$15,625.00 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

RESOLUTIONS (continued)

and other due diligence investigations. The purchase will proceed only if the Town's investigations are satisfactory.

Action: Trustee Gruber moved to approve Resolution 14-43; the motion was seconded by Mayor pro Tem Grassi. The motion carried with the following roll call vote:

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

- 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.**

A.J. Krieger, Town Administrator, presented staff recommendations for the approval of Resolution 14-43. 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.

Action: Trustee Gruber moved to approve Resolution 14-39; the motion was seconded by Trustee Moore. The motion carried with the following roll call vote:

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

VII. GENERAL BUSINESS

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

Adam Haid of Erie Single Track Advocates presented the Board with a proposed Trail in the Sunset Development. Town Staff will work with Erie Single Track Advocates on this proposal.

Action: Mayor Wilson called for a break at 7:10 p.m. and reconvened the meeting at 7:18 p.m.

VIII. ADJOURNMENT

Action: Mayor Pro Tem Grassi moved to adjourn the March 11, 2014 regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Trustee Moore. The motion carried with all present voting in favor thereof.

Action: Mayor Wilson adjourned the March 11, 2014 Regular Meeting of the Town of Erie Board of Trustees at 7:20 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 25, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-44: A Resolution Authorizing Renewal Of Contract To Advanced Pest Management of Colorado, Inc. d/b/a Colorado Mosquito Control, Inc. for the 2014 Mosquito Control Services In The Amount Of \$12,240.00; And, Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Public Works Director**
Gary Hegner, Parks Division Manager

FISCAL INFORMATION: Cost as Recommended: **\$ 12,240.00**
Balance Available: \$ 15,200.00
Budget Line Item Number: 001 . 05 . 810 . 560241 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: **Approving Resolution 14-44 approving said contract, authorizing the Town Administrator to execute said contract, and authorizing Staff to expend contracted funds and contingency funds.**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie's 2014 operating budget includes funds for contracted mosquito control services for the Town. This contract was competitively bid and awarded. Each of the contracts allows for a renewal option for up to two consecutive years following the initial award (a total of three years). This renewal is executed when both the Town and Contractor/Vendor agree and if the price for the service is not increased by more than 2% of the previous year. Services are only used on an as-needed basis.

The contracted mosquito control services include routine inspections, targeting and mapping of larval detected areas, larvicide applications, catch basin inspections and larval controls; follow up checks of sites 24 hours following inspections and treatments; a toll free 24 hour mosquito hotline and a 24 hour response time to all mosquito annoyance complaints; weekly inspection, identification and reporting of mosquito species captured within five permanent and additional 'floater' trap(s) as needed; monthly reports of services performed, calls received, and actions taken as well as a comprehensive annual report detailing the season's activities.

This is the first renewal of a contract initiated in March, 2013.

Project Schedule

Estimated Start of Work	April 1, 2014
Estimated Project Completion	December 31, 2014

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

a. Resolution 14-44

RESOLUTION NO. 14-44

A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO A CONTRACT, WITH ADVANCED PEST MANAGEMENT OF COLORADO, INC. D/B/A: COLORADO MOSQUITO CONTROL, INC. FOR MOSQUITO CONTROL SERVICES IN THE AMOUNT OF \$12,240.00; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID CONTRACT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to enter into a contract with Advanced Pest Management of Colorado, Inc. d/b/a: Colorado Mosquito Control, Inc. for Mosquito Control; 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 contract.

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

Section 1. That the contract between the Town of Erie and Advanced Pest Management of Colorado, Inc. d/b/a: Colorado Mosquito Control, Inc. is found to be a reasonable and acceptable contract for Mosquito Control.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the contract for Mosquito Control, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in the amount of \$12,240.00.

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

ADOPTED AND APPROVED THIS 25TH 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

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 25, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-45: A Resolution Authorizing Award Of the Janitorial Services Contract to KG Clean, Inc. in the Amount Not-To-Exceed \$98,229.00; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Ed Mestas, Public Works Facilities Maintenance Division Manager

FISCAL INFORMATION: Cost as Recommended: **\$98,229.00**
Balance Available: \$137,436.00
Budget Line Item Number: 001 . 07 . 440 . 520121 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-45 awarding said contract, authorizing the Town Administrator to execute said contract, authorizing Staff to expend contracted funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2014 operating budget includes funds for Janitorial Services at Town facilities: Town Hall, Leon A. Wurl Service Center and the Erie Community Center.

Bid documents were emailed and an Invitation to Bid was posted on the Town's website on February 20, 2014 to insure that local contractors were notified about this project. No Erie contractors submitted bids

Bid Information

<u>Contractor</u>	<u>Bid Price</u>
KG Clean, Inc.	\$406.24
United Building Solutions	\$875.01
Porter Industries	\$471.57
Kleen Tech Services Corp.	\$427.57
Summit Maintenance, Inc.	\$460.02
Better Business Cleaning Inc.	No Bid
McLemore's Cleaning Inc.	No Bid
Labor Systems Inc.	Bid Rejected

Listed amounts are the daily cost to clean the three (3) facilities.

KG Clean, Inc. has been in business for 18 years. KG Clean is our current janitorial service at Town Hall. they currently offer janitorial service for the City of Westminster and the YMCA. KG Clean also has experience working at public works buildings, senior centers, and recreation centers and police facilities.

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. Resolution 14-45

RESOLUTION NO. 14-45

A RESOLUTION OF THE TOWN OF ERIE AWARDING A CONTRACT TO KG CLEAN, INC. FOR THE 2014 JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$98,229.00; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to award a contract to KG Clean, Inc. for the 2014 Janitorial Services; 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 contract.

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

Section 1. That the contract between the Town of Erie and KG Clean, Inc. is found to be a reasonable and acceptable contract for the 2014 Janitorial Services.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the contract with KG Clean, Inc. and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in an amount not to exceed \$98,229.00.

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

ADOPTED AND APPROVED THIS 25TH 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

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 25, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-46: A Resolution to Enter Into the Seventh Amendment to the Fourth Interim Agreement with the Northern Colorado Water Conservancy District for Participation in the Windy Gap Firming Project (Fourth Phase); And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

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

FISCAL INFORMATION: Cost as Recommended: **\$ 68,823.00**
Balance Available: \$
Budget Line Item Number: 002 . 07 . 110 . 580950 . 030007
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-46 approving said amendment, authorizing the Town Administrator to execute said amendment, authorizing Staff to expend funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Board of Trustees previously approved agreements with the Municipal Sub-district, Northern Colorado Water Conservancy District on July 23, 2002, February 11, 2003, August 10, 2004, January 24, 2006, December 11, 2007, June 9, 2009, June 22, 2010, January 10, 2012 and August 28, 2012 to participate in the Windy Gap Firming Project. The Town of Erie owns 14 units of Windy Gap water and has plans to purchase up to an additional 6 units.

Windy Gap water is desirable for the Town of Erie because the water is fully consumable (available for total consumptive use, reuse, sale of effluent, etc.) and because it is deliverable through the existing Northern Colorado Water Conservancy District (NCWCD) Southern Water Supply Pipeline Project and the Town of Erie's raw-water pipeline. The Windy Gap Firming Project has always been contemplated as a component of the Windy Gap Project. It is necessary in order to provide additional storage to firm the annual yield of the Windy Gap water rights.

The first, second, and third phases of the Windy Gap Firming Project are essentially complete. The work completed to date includes preliminary studies to evaluate potential reservoir sites, engineering and environmental studies, and alternatives analysis, completion of the Draft Environmental Impact Statement (DEIS) and the Final Environmental Impact Statement. The remaining work in the fourth phase of the Project in 2012 consists of remaining environmental and permitting tasks, contracting with the U.S. Bureau of Reclamation, and other obligations related to mitigation and environmental enhancement for the Project. The Chimney Hollow Reservoir site was acquired in 2004 for approximately \$4,000,000.

Erie's pro rata share of the continuation of work will total approximately \$68,823 if it continues to participate at its current level.

Staff recommends the Board of Trustees authorize the Seventh Amendment to the Fourth Interim Agreement with the Municipal Sub-District, Northern Colorado Water Conservancy District, acting by and through its Windy Gap Firming Project Water Activity Enterprise, which commits the Town of Erie, acting by and through its Erie Water Activity Enterprise, to contribute a total of \$68,823, for continued participation in Phase Four of the Windy Gap Firming Project.

Board Goal

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

Staff Review:

Approved by:

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


A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-46
- b. Amendment

**RESOLUTION NO. 14-46
TOWN OF ERIE, COLORADO**

A RESOLUTION APPROVING THE SEVENTH AMENDMENT TO THE FOURTH INTERIM AGREEMENT BETWEEN NORTHERN COLORADO WATER CONSERVANCY DISTRICT WINDY GAP FIRING PROJECT AND THE TOWN OF ERIE FOR PARTICIPATION IN THE WINDY GAP FIRING PROJECT (PHASE FOUR); AND AUTHORIZING THE PAYMENT OF \$68,823.00 AS THE TOWN'S PRO RATA SHARE OF THE PROJECT COST; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENT; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, acting by and through its Erie Water Activity Enterprise ("Erie"), entered into an "Interim Agreement" with the Northern Colorado Water Conservancy District, acting by and through the Windy Gap Firing Project Water Activity Enterprise ("NCWCD") on July 23, 2002 to develop a water project for the purpose of developing a new reliable water source for the beneficial use of the Town of Erie and other entities, which will divide the costs among the participants; and

WHEREAS, the Town of Erie Board of Trustees would like to approve a Seventh Amendment to the Fourth Interim Agreement encompassing Phase IV, which consists of the Record of Issuance of Decision by the U.S. Bureau of Reclamation (BUREC), negotiation of a revised carriage agreement with BUREC to operate the Windy Gap Firing Project, and issuance of a 404 permit by the Army Corps of Engineers; and

WHEREAS, continuation and completion of Phase IV, of Windy Gap Firing Project on behalf of the participants will require continued funding from the participants.

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

- Section 1.** The attached Seventh Amendment to the Fourth Interim Agreement between Erie and NCWCD for Phase IV, of Windy Gap Firing Project is hereby approved.
- Section 2.** The appropriate Town officers are hereby authorized and directed to sign said Agreement.
- Section 3.** Staff is authorized to expend the payments due under said Agreement.

ADOPTED AND APPROVED THIS 25TH 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

EXHIBIT A

Windy Gap FIRMING Project Allocation of Costs for Fourth Interim Agreement (Phase 4)

Estimated NEPA Costs due in 2006: \$ 1,000,000

Participant	Requested Storage Volume (af)	Share of NEPA Cost ⁽¹⁾
Broomfield	25,200	\$ 289,057
CWCWD	330	\$ 3,785
Erie	6,000	\$ 68,823
Evans	1,750	\$ 20,073
Fort Lupton	1,050	\$ 12,044
Greeley	7,000	\$ 80,294
Lafayette	1,800	\$ 20,647
Little Thompson WD	4,850	\$ 55,632
Longmont	13,000	\$ 149,117
Louisville	2,700	\$ 30,970
Loveland	6,000	\$ 68,823
Middle Park	3,000	\$ -
PRPA	13,000	\$ 149,117
Superior	4,500	\$ 51,617
TOTAL	90,180	\$ 999,999

NOTES:

- (1) Costs allocated pro rata based upon requested storage volume with Middle Park excluded.
- (2) Loveland's requested storage volume was increased from 6,000 af to 7,000 af per Amendment 2, August 2008
- (3) PRPA's requested storage volume was decreased from 13,000 af to 12,000 af per Amendment 2, August 2008

EXHIBIT B

Windy Gap Firing Project Allocation of Costs for Amendment to Fourth Interim Agreement (Phase 4)

Estimated NEPA Costs due in January 2008: \$ 1,000,000

Participant	Requested Storage Volume (af)	Share of NEPA Cost ⁽¹⁾
Broomfield	25,200	\$ 289,057
CWCWD	330	\$ 3,785
Erie	6,000	\$ 68,823
Evans	1,750	\$ 20,073
Fort Lupton	1,050	\$ 12,044
Greeley	7,000	\$ 80,294
Lafayette	1,800	\$ 20,647
Little Thompson WD	4,850	\$ 55,632
Longmont	13,000	\$ 149,117
Louisville	2,700	\$ 30,970
Loveland	6,000	\$ 68,823
Middle Park	3,000	\$ -
PRPA	13,000	\$ 149,117
Superior	4,500	\$ 51,617
TOTAL	90,180	\$ 999,999

NOTES:

- (1) Costs allocated pro rata based upon requested storage volume with Middle Park excluded.
- (2) Loveland's requested storage volume was increased from 6,000 af to 7,000 af per Amendment 2, August 2008
- (3) PRPA's requested storage volume was decreased from 13,000 af to 12,000 af per Amendment 2, August 2008

EXHIBIT C

Windy Gap FIRMING Project Allocation of Costs for Third Amendment to Fourth Interim Agreement (Phase 4)

Estimated NEPA Costs due in June 2009: \$ 1,000,000

Participant	Requested Storage Volume (af)	Share of NEPA Cost ⁽¹⁾
Broomfield	25,200	\$ 289,057
CWCWD	330	\$ 3,785
Erie	6,000	\$ 68,823
Evans	1,750	\$ 20,073
Fort Lupton	1,050	\$ 12,044
Greeley	7,000	\$ 80,294
Lafayette	1,800	\$ 20,647
Little Thompson WD	4,850	\$ 55,632
Longmont	12,000	\$ 137,646
Louisville	2,700	\$ 30,970
Loveland	7,000	\$ 80,294
Middle Park	3,000	\$ -
PRPA	12,000	\$ 137,646
Superior	4,500	\$ 51,617
TOTAL	89,180	\$ 988,528

NOTES:

- (1) Costs allocated pro rata based upon requested storage volume with Middle Park excluded.
- (2) Loveland's requested storage volume was increased from 6,000 af to 7,000 af per Amendment 2, August 2008
- (3) PRPA's requested storage volume was decreased from 13,000 af to 12,000 af per Amendment 2, August 2008

EXHIBIT D

Windy Gap Firming Project Allocation of Costs for Fourth Amendment to Fourth Interim Agreement (Phase 4)

Estimated NEPA Costs due in August 2010: \$ 1,000,000

Participant	Requested Storage Volume (af)	Share of NEPA Cost ⁽¹⁾
Broomfield	25,200	\$ 289,057
CWCWD	330	\$ 3,785
Erie	6,000	\$ 68,823
Evans	1,750	\$ 20,073
Fort Lupton	1,050	\$ 12,044
Greeley	7,000	\$ 80,294
Lafayette	1,800	\$ 20,647
Little Thompson WD	4,850	\$ 55,632
Longmont	12,000	\$ 137,646
Louisville	2,700	\$ 30,970
Loveland	7,000	\$ 80,294
Middle Park	3,000	\$ -
PRPA	12,000	\$ 137,646
Superior	4,500	\$ 51,617
TOTAL	89,180	\$ 988,528

NOTES:

(1) Costs allocated pro rata based upon requested storage volume with Middle Park excluded.

(2) Loveland's requested storage volume was increased from 6,000 af to 7,000 af per Amendment 2, August 2008

(3) PRPA's requested storage volume was decreased from 13,000 af to 12,000 af per Amendment 2, August 2008

EXHIBIT E

Windy Gap Firming Project Allocation of Costs for Fifth Amendment to Fourth Interim Agreement (Phase 4)

Estimated NEPA Costs due January, 2012: \$ 1,000,000

Participant	Requested Storage Volume (af)	Share of NEPA Cost ⁽¹⁾
Broomfield	25,200	\$ 292,411
CWCWD	330	\$ 3,829
Erie	6,000	\$ 69,622
Evans	1,750	\$ 20,306
Fort Lupton	1,050	\$ 12,184
Greeley	7,000	\$ 81,225
Lafayette	1,800	\$ 20,887
Little Thompson WD	4,850	\$ 56,278
Longmont	12,000	\$ 139,243
Louisville	2,700	\$ 31,330
Loveland	7,000	\$ 81,225
Middle Park	3,000	-
PRPA	12,000	\$ 139,243
Superior	4,500	\$ 52,216
TOTAL	89,180	\$ 999,999

NOTES:

(1) Costs allocated pro rata based upon requested storage volume with Middle Park excluded.

EXHIBIT F

Windy Gap Firing Project Allocation of Costs for Sixth Amendment to Fourth Interim Agreement (Phase 4)

Estimated NEPA Costs due October, 2012: \$ 1,000,000

Participant	Requested Storage Volume (af)	Share of NEPA Cost ⁽¹⁾
Broomfield	25,200	\$ 292,411
CWCWD	330	\$ 3,829
Erie	6,000	\$ 69,622
Evans	1,750	\$ 20,306
Fort Lupton	1,050	\$ 12,184
Greeley	7,000	\$ 81,225
Lafayette	1,800	\$ 20,887
Little Thompson WD	4,850	\$ 56,278
Longmont	12,000	\$ 139,243
Louisville	2,700	\$ 31,330
Loveland	7,000	\$ 81,225
Middle Park	3,000	\$ -
PRPA	12,000	\$ 139,243
Superior	4,500	\$ 52,216
TOTAL	89,180	\$ 999,999

NOTES:

(1) Costs allocated pro rata based upon requested storage volume with Middle Park excluded.

EXHIBIT G

Windy Gap Firing Project Allocation of Costs for Seventh Amendment to Fourth Interim Agreement (Phase 4)

Estimated NEPA Costs due March, 2014: \$ 2,000,000

Participant	Requested Storage Volume (af)	Share of NEPA Cost ⁽¹⁾
Broomfield	25,200	\$ 584,822
CWCWD	330	\$ 7,658
Erie	6,000	\$ 139,243
Evans	1,750	\$ 40,613
Fort Lupton	1,050	\$ 24,368
Greeley	7,000	\$ 162,451
Lafayette	1,800	\$ 41,773
Little Thompson WD	4,850	\$ 112,555
Longmont	12,000	\$ 278,487
Louisville	2,700	\$ 62,660
Loveland	7,000	\$ 162,451
Middle Park	3,000	\$ -
PRPA	12,000	\$ 278,487
Superior	4,500	\$ 104,433
TOTAL	89,180	\$ 2,000,001

NOTES:

(1) Costs allocated pro rata based upon requested storage volume with Middle Park excluded.

SEVENTH AMENDMENT TO FOURTH INTERIM AGREEMENT BETWEEN THE
MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY
DISTRICT, WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE,
AND
THE TOWN OF ERIE
FOR PARTICIPATION IN THE
WINDY GAP FIRING PROJECT

This Seventh Amendment is made and entered into as of _____, 2014, by and between the Municipal Subdistrict, Northern Colorado Water Conservancy District (a quasi-municipal entity and political subdivision of the State of Colorado) (the "Subdistrict"), acting by and through its Windy Gap Firing Project Water Activity Enterprise (a government-owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq.), whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "WGF Enterprise"), and Town of Erie, acting by and through its Erie Water Activity Enterprise (a water activity enterprise and government owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution organized pursuant to C.R.S. 37.45.1-101 et seq.), whose address is P.O. Box 750, Erie, Colorado 80516-0750 ("Participant"), for the purpose of amending the Fourth Interim Agreement between the parties (the "Agreement").

1. The Agreement, as previously amended, is amended by deletion of paragraph 3 and the substitution of the following new paragraph 3.

3. Participant agrees to provide to the WGF Enterprise funds for its pro rata share of the costs necessary to complete the Fourth Phase of the Project.

A. The WGF Enterprise estimated that Participant's pro rata share of the costs of the Fourth Phase of the Project was \$68,823 for the 2006 calendar year. Participant paid the WGF Enterprise its pro rata share of the 2006 calendar year costs.

B. The WGF Enterprise estimated that Participant's pro rata share of the costs of the Fourth Phase of the Project was \$68,823 for the 2008 calendar year. Participant paid the WGF Enterprise its pro rata share of the 2008 calendar year costs.

C. The WGF Enterprise estimated that Participant's pro rata share of the costs of the Fourth Phase of the Project was \$68,823 for the 2009 calendar year. Participant paid the WGF Enterprise its pro rata share of the 2009 calendar year costs.

D. The WGF Enterprise estimated that Participant's pro rata share of the cost of the Fourth Phase of the Project was \$68,823 for the

2010 calendar year. Participant paid the WGF Enterprise its pro rata share of the 2010 calendar year costs.

E. The WGF Enterprise did not request that Participant pay any share of the cost of the Fourth Phase of the Project during 2011.

F. The WGF Enterprise estimated that Participant's pro rata share of the cost of the Fourth Phase of the Project was \$69,622 for the first half of the 2012 calendar year. Participant paid the WGF Enterprise its pro rata share of the estimated 2012 calendar year costs.

G. The WGF Enterprise estimated that Participant's pro rata share of the cost of the Fourth Phase of the Project was \$69,622 for the second half of the 2012 calendar year. Participant paid the WGF Enterprise its pro rata share of the estimated second half of the 2012 calendar year costs.

H. The WGF Enterprise did not request that Participant pay any share of the cost of the Fourth Phase of the Project during 2013.

I. The WGF Enterprise estimates that Participant's pro rata share of the cost of the Fourth Phase of the Project is \$139,243 for the 2014 calendar year for remaining environmental and permitting tasks, contracting with U.S. Bureau of Reclamation, and other obligations related to mitigation and environmental enhancement. Participant will pay the WGF Enterprise its pro rata share of the 2014 calendar year costs on or before March 31, 2014. This estimated cost will not be increased or exceeded without the prior approval of Participant.

If the Fourth Phase of the Project cannot be completed within these estimated costs, the WGF Enterprise is not obligated to complete the Fourth Phase of the Project for the benefit of Participant unless sufficient additional pro rata funds as determined by the WGF Enterprise are provided by Participant. Attached hereto as Exhibits A, B, C, D, E F, and G are tables showing the pro rata share of the costs of the Project for each Participant for 2006, 2008, 2009, 2010, January 2012, September 2012 and 2014 based upon then-current allocations of capacity in the Project.

2. All other terms and conditions of the Agreement shall continue in full force and effect except as specifically amended herein.

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

MUNICIPAL SUBDISTRICT, NORTHERN
COLORADO WATER CONSERVANCY
DISTRICT, ACTING BY AND THROUGH
THE WINDY GAP FIRING PROJECT
WATER ACTIVITY ENTERPRISE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

Board Meeting Date: March 25, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-47: A Resolution Authorizing Award Of A Services Contract To J&S Contractors Supply for Annual Signage Supplies In The Amount Not-To-Exceed \$44,500.00; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works
PRESENTER/PREPARER **Gary Behlen, Director of Public Works**
Jody Lambert, Operations & Maintenance Manager

FISCAL INFORMATION: Cost as Recommended: **\$44,500**
Balance Available: **\$44,500**
Budget Line Item Number: 001 . 07 . 710 . 530132 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-47 awarding said contract, authorizing the Town Administrator to execute said contract, authorizing Staff to expend contracted funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2014 Operating Budget includes funds for purchase of street signage and supplies. An Invitation to Bid was sent out and posted on the Town's website on February 14, 2014. 15 vendors/plan rooms requested bid documents. Bids were received on March 3, 2014 and are listed as follows:

<u>Vendor</u>	<u>Bid</u>
J&S Contractors Supply Company	\$1,068.20
Colorado Barricade	\$1,123.68

Listed amounts are assuming a quantity of one of each signage item

The low bidder is J&S Contractors Supply Company. J&S has successfully supplied supplies to the Town previously. There were no Erie bidders for this supply. Staff recommends award of supplies contract to J&S Contractors Supply Company. This contract allows for an up to two additional years renewal options providing the prices do not increase more than 2%.

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. Resolution 14-47

RESOLUTION NO. 14-47

A RESOLUTION AUTHORIZING AWARD OF A SERVICE CONTRACT TO J & S CONTRACTORS FOR SIGNAGE AND TRAFFIC CONTROL SUPPLIES IN AN AMOUNT NOT TO EXCEED \$44,500; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado 2014 Operating Budget includes funds for annual service contracts; and

WHEREAS, J & S Contractors submitted the low bid for the annual Signage and Traffic Control Supplies.; and

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

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

Section 1. That authorizing the award of a Service Contract to J & S Contractors for Signage and Traffic Control Supplies is found to be reasonable and in the best interest of the Town of Erie, and necessary for the preservation of the public health.

ADOPTED AND APPROVED THIS 25TH 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, C.M.C., Town Clerk

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

Board Meeting Date: March 25, 2014

SUBJECT: RESOLUTIONS
Resolution 14-48; A Resolution Approving a Contribution to the Colorado National Golf Club for the Annual 3rd of July Fireworks; And, Setting Forth Details In Relation Thereto.

DEPARTMENT: Administration

PRESENTER: A.J. Krieger, Town Administrator

FISCAL Cost as \$5,000
INFORMATION: Recommended:
Balance Available:
Budget Line Item
Number:
New Appropriation Yes No
Required:

STAFF
RECOMMENDATION: None

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

This agenda item was prepared at the direction of the Board of Trustees.

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 14-48

RESOLUTION NO. 14-48

A RESOLUTION OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE TOWN OF ERIE TO DONATE \$5,000.00 TO COLORADO NATIONAL GOLF CLUB FOR THE VISTA RIDGE COMMUNITY ANNUAL 3RD OF JULY FIREWORKS SHOW; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, Colorado National Golf Club hosts the Annual 3rd of July Fireworks Show which is open to the General Public and provides an opportunity to showcase the Town of Erie; and

WHEREAS, Colorado National Golf Club has made a written request for a contribution of \$5,000.00; and

WHEREAS, the Town wishes to make a contribution of \$5,000.00 in support of this event; and

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

Section 1. That the Town of Erie be and is hereby authorized and directed to contribute \$5,000.00 to the Colorado National Golf Club for the Annual 3rd of July Fireworks held in the Vista Ridge Community.

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

ADOPTED AND APPROVED THIS 25TH 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

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 25, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-49: A Resolution For The Purpose Of
Accepting a Grant of Permanent Easement Agreement From Sunwest
Homeowners Association

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Matt Wiederspahn, P.E., Development Engineer

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

STAFF RECOMMENDATION: Approving Resolution 14-49 authorizing the Mayor to execute said easements.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

As part of the development agreement for the Sunwest North subdivision, the developer, DR Horton, is required to construct a pedestrian bridge over the Leyner Cottonwood Irrigation Ditch. The bridge will provide a trail connection between the existing Sunwest subdivision and the new Sunwest North subdivision. The purpose of the easement is to provide a permanent access easement through the existing Sunwest HOA owned property to the bridge. Construction of the bridge is scheduled to begin the week of March 17, 2014.

Staff is recommending approving the acceptances 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
_____ Finance Director
_____ Police Chief
 _____ Public Works Director

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-49
- b. Easement

**RESOLUTION NO. 14-49
TOWN OF ERIE, COLORADO**

**A RESOLUTION OF THE TOWN OF ERIE, COLORADO, FOR THE
PURPOSE OF ACCEPTING A GRANT OF PERMANENT EASEMENT
AGREEMENT FROM SUNWEST HOMEOWNERS' ASSOCIATION;
AND SETTING FORTH DETAILS IN RELATION THERETO.**

WHEREAS, the grantor, Sunwest Homeowners Association (SHA) is the owner of real property in Boulder County that both SHA and the Town of Erie (TOE) desire to provide for an easement for the location of a bridge on and across a portion of the Property; and

WHEREAS, there is a need for permanent easement agreement to construct the bridge;
and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to acquire such a Permanent Easement Agreement.

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

Section 1. That the agreement with the Sunwest Homeowners Association and the Town of Erie for the purpose of accepting the grant of Permanent Easement Agreement, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into this agreement.

Section 3. That acceptance of this 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 25TH 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

GRANT OF PERMANENT EASEMENT AGREEMENT

THIS GRANT OF PERMANENT EASEMENT AGREEMENT, ("Agreement") made and entered into this 17 day of March, 2014, by and between SUNWEST HOMEOWNER'S ASSOCIATION, a Colorado nonprofit corporation, whose address is 390 Interlocken Crescent, Suite 500, Broomfield, CO 80021, hereinafter referred to as the "Grantor," and the TOWN OF ERIE, a Colorado municipal corporation, whose address is P.O. Box 750, Erie, Colorado 80516, hereinafter referred to as the "Grantee," collectively, the "Parties".

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in Boulder County, State of Colorado, more particularly described on Exhibit A, attached hereto and made a part hereof (the "Property").

WHEREAS, the Parties desire to provide for an easement for the location and of a bridge on and across a portion of the Property in the site more particularly described on Exhibit B ("Easement Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. *Grant of Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent, perpetual non-exclusive easement to enter, occupy and use the Easement Property to construct, reconstruct, locate, use, operate, maintain, repair, patrol, replace, enlarge and remove a bridge facility and all necessary appurtenances thereto (hereinafter referred to as the "Improvements") in, through, over, across, and above the Easement Property (hereinafter referred to as the "Easement").

2. *Ingress and Egress.* The Grantee, its successor and assigns and their employees, agents, contractors and representatives shall have and exercise the right of ingress and egress in, to, through, over, under, above and across Grantor's Property for access to and from the Easement Property in order to perform construction, reconstruction, location, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Improvements.

3. *No Structures or Buildings to interfere with the Easement.* The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Easement Property that will interfere with or obstruct the access or Easement granted herein. Any such structure or item placed on the Easement Property may be removed by the Grantee without liability for damages arising there from. Grantor shall retain the right to make use of the servient property of the Easement Property, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the Easement Property. If Grantor constructs or places any structure or building or item prohibited herein on the Easement Property, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Easement Property.

4. *Grantor's Warranty.* Grantor warrants that it has full right and lawful authority to make the Grant of Easement herein contained, and promises and agrees to defend against any defect in title to the Easement Property, the Easement or the right to make the Grant of Easement as herein contained.

5. *Non-exclusive Use.* The Grantee agrees, following written request to and approval by Grantor, that Grantor may use the Easement Property for Grantor's purposes as long as such use does not interfere with the Grantee's rights as herein granted or the Grantee's use of the Easement Property. All surface and subsurface uses of the Easement Property, including fences, must be approved in writing by the Grantee prior to installation.

6. *Construction and Maintenance of Grantee's Improvements.* Grantee or assigns shall construct the Improvements. Upon completion of the Improvements, Grantee or assigns shall be responsible for the maintenance, repair and upkeep of the Improvements. The Grantee shall be responsible for any and all damage to the Property that results from the Grantee's maintenance or repair of the Improvements.

7. *Maintenance of Grantor's Improvements.* The Grantor, at its expense, shall be solely responsible for the maintenance of all Grantor-owned improvements which may be located within the Easement Property, as may be expressly allowed herein

8. *Protection of Easement.* The Grantee is acquiring the Easement in order to ensure to the Grantee a dominant easement for the exercise of Grantee's functions, and the exercise of any rights in the subject Easement other than those retained by the Grantors shall be within the discretion of the Grantee.

9. *Indemnification.* In connection with its operations hereunder, to the extent allowable under Colorado law, the Grantee shall indemnify and hold the Grantor harmless from any and all claims, demands, liabilities, actions, costs and expenses, including reasonable attorney's fees and expert witness fees, incurred by Grantor arising out of or in any way connected to the negligent operation of the Grantee on the Easement, except to the extent that any such claim, demand, liability, action, cost or expense is attributable to the acts or omissions of the Grantor. The Grantee does not waive or intend to waive the rights or protections guaranteed under the Governmental Immunity Act.

10. *Inurement.* Each and every one of the benefits and burdens of this Grant of Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

12. *Complete Agreement.* This Grant of Easement represents the complete agreement between the parties hereto, and supersedes any and all other prior agreements, written and oral, between the parties.

13. *Headings for Convenience Only.* The paragraph headings are for convenience only and the substantive portions hereof control without regard to the headings.

14. *Subjacent and Lateral Support.* The Grantor shall not impair the lateral or subjacent support for the Improvements.

15. *Modification.* This Agreement shall be modified in writing only, which writing must be executed by the parties hereto in order to be effective.

16. *Controlling Law.* This Agreement shall be governed under, and construed pursuant to, the laws of the State of Colorado, and the parties hereto agree to jurisdiction in the Courts of Boulder County, Colorado. The prevailing party in any legal proceeding brought to enforce rights hereunder shall recover and be awarded from the other party its reasonable attorneys' fees and costs. As used herein the term "prevailing party" means the party entitled to recover the costs in any suit, whether or not brought to judgment, and whether or not incurred before or after the filing of suit.

17. *Annual Appropriations.* All financial obligations of Grantee set forth in this Agreement are subject to annual appropriation pursuant to C.R.S. § 29-1-110, as amended.

18. *Recordation of Agreement.* This Grant of Permanent Easement Agreement shall be recorded by the Grantee in the real property records of the County of Boulder, State of Colorado.

[Signatures on following page]

Exhibit A

Legal Description of the Property

Tract A, Final Plat, Sunwest Subdivision

Exhibit B

Legal Description of the Easement Property

Tract A, Final Plat, Sunwest Subdivision

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 25, 2014

SUBJECT: **PROCLAMATIONS**
Arbor Day Proclamation for April 26, 2014

DEPARTMENT: Public Works Department

PRESENTER/PREPARER: **Gary Behlen, Public Works Director**
Gary Hegner, Parks Division Manager

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

STAFF RECOMMENDATION: **Accept Proclamation**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Arbor Day was originally started in Nebraska by J. Sterling Morton in 1872, whose vision helped transform a treeless plain into a landscape with millions of trees statewide. Other states soon followed with Arbor Day proclamations, and by the 1880's schools were celebrating the event nation-wide. The complete history for Arbor Day can be found by visiting <http://www.arborday.org/arborday/>.

The Town of Erie plans to celebrate Arbor Day 2014 on Saturday, April 26th. The Town and the Erie Tree Board invite residents to share in the Arbor Day Celebration which will be held at Erie Community Park from 10:00 am – 12:00 noon. Planned activities include: presentation of the Tree City USA plaque, hands-on tree plantings, activities for children, refreshments, drawings for gift certificates and prizes, free tree seedlings, and educational information.

On behalf of the Tree Board and the Parks & Recreation Department, we request that the Board proclaim April 26, 2014 as Arbor Day in the Town of Erie.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Proclamation
- b. 2014 Arbor Day/Earth Day Flyer



ARBOR DAY PROCLAMATION

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees planted in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, the Town of Erie has been recognized as a “Tree City U.S.A.” by the National Arbor Day Foundation.

NOW THEREFORE, I, Joseph A. Wilson, Mayor of the Town of Erie, do hereby proclaim April 26, 2014 as Arbor Day in the Town of Erie. Let all citizens celebrate efforts to care for our trees and woodlands and support our Town’s community forestry program. I urge all citizens to plant trees to gladden the heart and promote the well-being of present and future generations.

DATED THIS 25th DAY OF MARCH, 2014.

Joseph A. Wilson, Mayor of the Town of Erie

ATTEST:

Nancy J. Parker, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 25, 2013

SUBJECT: PROCLAMATIONS
Earth Day Proclamation

DEPARTMENT: Public Works Department

PRESENTER/PREPARER: Gary Behlen, Parks & Recreation Director
Gary Hegner, Parks Division Manager

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

STAFF RECOMMENDATION: Accept Proclamation

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Earth Day – April 22 – marks the anniversary of what many consider the birth of the modern environmental movement. The first Earth Day in 1970 capitalized on an emerging consciousness and public awareness of environmental concerns. For 42 years, Earth Day has inspired and mobilized individuals and organizations across the world to demonstrate their commitment to environmental protection and sustainability.

According to the Earth Day Network (<http://www.earthday.org>) “Every year on April 22, more than one billion people take part in Earth Day. Across the globe, individuals, communities, organizations, and governments acknowledge the amazing planet we call home and take action to protect it.” The first Earth Day inspired the creation of the US Environmental Protection Agency and the passage of the *Clean Air Act*, the *Clear Water Act* and the *Endangered Species Act*. The theme for Earth Day 2014 is “Green Cities”. The Town of Erie commits to a greener environment through the use of solar collectors at Leon A. Wurl Service Center and at the Erie Community Center, recycling programs, zero-waste events, computer-controlled irrigation systems and the purchase of a propane mower for park maintenance.

The Town of Erie plans to celebrate Earth Day for the fourth time in conjunction with the 2014 Arbor Day celebration on Saturday, April 26. We invite Erie residents to share in this celebration, which will be held at Erie Community Park from 10:00 am – 12:00 noon. Educational information will be available from a variety of organizations. Children’s crafts and other Earth Day events will also be offered.

The Public Works Department requests that the Board proclaim April 22, 2013 as Earth Day in the Town of Erie, with the local celebration following on April 26, 2014.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Proclamation
- b. Arbor Day/Earth Day Event Flyer



EARTH DAY PROCLAMATION

WHEREAS, the first Earth Day was celebrated on April 22, 1970, with the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our rich and diverse natural resources; and

WHEREAS, it is the responsibility of each of us to safeguard the environment, by recognizing that all human life depends upon the earth and upon one another for our mutual existence and well-being; and

WHEREAS, the global community now faces extraordinary challenges such as environmental degradation, climate change, food and water shortages, and global health issues; and

WHEREAS, all people, regardless of race, gender, income, or geography, have a right to a healthy, sustainable environment; and

WHEREAS, it is understood that the citizens of the global community must step forward and take action to create positive environmental change to combat the global challenges; and

WHEREAS, the steps we can take to protect and preserve our natural environment through education, partnerships, and positive actions should be encouraged in the Town of Erie.

NOW, THEREFORE, I, Joseph A. Wilson, the Mayor of the Town of Erie, do hereby proclaim April 22, 2014 as Earth Day in the Town of Erie. I urge our citizens to be mindful of local, state and national laws which aim to protect our environment, and to support environmental initiatives to preserve the beauty and wonder of our lands, skies and water.

DATED THIS 25th DAY OF MARCH, 2014.

Joseph A. Wilson, Mayor of the Town of Erie

ATTEST:

Nancy J. Parker, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 25, 2014

SUBJECT: **RESOLUTIONS**
Consideration of Resolution 14-50: A Resolution Authorizing Award Of Consulting Contract To Deere & Ault Consultants, Inc. For The Erie Lake Expansion Pre-Feasibility Study, In The Amount Of \$142,000.00; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Russell Pennington, Deputy Director of Public Works

FISCAL Cost as \$156,000
Recommended:
INFORMATION: Balance Available: \$450,000
Budget Line Item 002 . 07 . 110 . 580950 . 140023
Number:
New Appropriation Yes No
Required:

STAFF
RECOMMENDATION: Approving Resolution 14 -50 awarding said contract, authorizing the Town Administrator to execute said contract, authorizing Staff to expend contracted funds and contingency funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2014 Capital Improvement Budget includes funds to purchase land and prepare a conceptual design and final design of a new water supply reservoir. Staff is currently evaluating the feasibility of additional water supply capacity at or near the Erie Lake Reservoir. A deeper, larger reservoir would help in the control of taste and odor problems and will give the Water Treatment Staff additional options and capacity in the Town's raw water storage system. Staff has requested a proposal from Deere & Ault Consultants, Inc. Staff worked with Deere & Ault to develop a scope of work for this Erie Lake Expansion Pre-feasibility Study. Staff is currently working with Deere & Ault on the Erie Lake Dam Stabilization project.

At the March 11, 2014 BOT Meeting, the Board of Trustees approved a resolution authorizing the Town to enter into a purchase and sale agreement of the Schofield property adjacent to the northeast side of Erie Lake. A portion of this land has been identified as a possible location for the storage of additional raw water for the Town.

The first phase of this project would include the development of potential reservoir layouts and associated engineer's opinion of construction costs, Natural Resources Assessment, potential scheduling and staging for reservoir construction, and identify and describe any potential fatal flaws to the reservoir expansion in this location.

If Phase I of this project indicates that a reservoir expansion at this location is feasible, the project will proceed into the second phase of the project. Phase II will consist of field work, geologic and geotechnical investigation and laboratory analysis to confirm the preliminary design assumptions.

Project Budget Summary

Contract	\$142,000.00
Contingency (10%)	\$14,000.00
Total	\$156,000.00

Project Schedule

Project Start	April, 2014
Project Complete	Fall, 2014

Board Goal

This serves the Board's goal to expand and diversify the Town's economic base to create primary jobs as well as retail opportunities, in order to increase the Town's fiscal capacity to meet the needs of its citizens.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14- 50
- b. Vicinity Map

RESOLUTION NO. 14-50

A RESOLUTION OF THE TOWN OF ERIE AUTHORIZING AWARD OF A CONSULTING CONTRACT TO DEERE & AULT CONSULTANTS, INC. FOR THE ERIE LAKE EXPANSION PRE-FEASIBILITY STUDY IN THE AMOUNT OF \$142,000.00; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the 2014 Capital Improvement Budget includes fund to purchase land and prepare a conceptual design and final design of a new water supply reservoir; and

WHEREAS, on March 11, 2014 the Town of Erie Board of Trustees approved the purchase of property adjacent to northeast side of Erie Lake which has been identified as a possible location for the storage of additional raw water for the Town; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to authorize the award of a consulting contract to Deere & Ault Consultants, Inc. for the Erie Lake Expansion Feasibility Study in the amount of \$142,000.00.

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

Section 1. That the contract between the Town of Erie and Deere & Ault Consultants, Inc. is found to be a reasonable and acceptable contract for the Erie Lake Expansion Feasibility Study.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the contract with Deere & Ault Consultants, Inc. and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in the amount of \$142,000.00 with a contingency not to exceed \$14,000.00.

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

ADOPTED AND APPROVED THIS 25TH 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

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: March 25, 2014

SUBJECT: **RESOLUTIONS**
 Consideration of Resolution 14-51: A Resolution Authorizing Award Of A Construction Contract To Moltz Construction, Inc. For The 4 Million Gallon Water Storage Tank For Zone 3, In The Amount Of \$3,832,109.00; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

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

FISCAL INFORMATION: Cost as Recommended: \$3,880,109.00
 Balance Available: \$3,880,251.55
 Budget Line Item Number: 002 . 07 . 110 . 580950 . 080003
 New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14 -51 awarding said contract, authorizing the Town Administrator to execute said contract, authorizing Staff to expend contracted funds and contingency funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2013/2014 Capital Budget included funds to design and construct a four million gallon treated water storage facility for the pressure zone 3 water distribution system. The pressure zone 3 treated water storage tank supplies water for Vista Ridge, Vista Pointe, Canyon Creek, Country Meadows, Sunwest, Orchard Glen, Flatiron Meadows, Candlelight Ridge, Grandview, Colliers Hill, Erie Highland and Compass. The tank can also be used to serve other pressure zones. With the recent and projected growth in Erie, the Town is in need of expanding the treated water storage capacity. This need is consistent with the Town's 2013 Water Master Plan recommendations, and the experience of the Town's Water Plant Operators.

An Invitation for contractor prequalification for the 4 million gallon Zone 3 Water Storage Tank Project was posted on the Town's website on January 22, 2014 to insure that local contractors were notified about this project. No Erie contractors submitted qualifications.

Qualifications were received from 8 Contractors on February 6, 2014. The Town's design and construction management engineer, Burns & McDonnell, reviewed the qualifications and determined that 4 of the 8 contractors meet the qualification requirements and were invited to bid on the 4 MG Zone 3 Water Storage Tank Project.

The following bids were opened and read on March 13, 2014.

Bid Information

Contractor	Bid Opt 1	Bid Opt 2
Moltz Construction, Inc.	\$3,966,609.00	No Bid
Glacier Construction Co., Inc.	\$4,338,800.00	No Bid
Garney Companies, Inc.	No Bid	\$4,948,000.00
Engineers Estimate	\$4,481,694.00	\$4,391,414.00

The Low bidder is Moltz Construction Inc.

Town Staff meet with Burns & McDonnell to value engineer the project. Burns & McDonnell subsequently negotiated with Moltz Construction for a savings of \$134,500. A Change Order will be issued for a \$134,500 deduction, resulting in a revised cost of \$3,832,109. The Contractors Bid includes a force account amount of \$30,000 for minor project modifications. Staff believes an additional contingency, in the amount of \$48,000, should be included in the event the force account amount is not adequate.

Project Budget Summary

Revised Contract	\$3,832,109.00
Contingency (1.25%)	\$48,000.00
Total	\$3,880,109.00

Project Schedule

Award Construction Contract	March 25, 2014
Construction Complete	Early 2015

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
ST Finance Director
_____ Police Chief
EWB Public Works Director

Approved by:


A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14- 51
- b. Vicinity Map

RESOLUTION NO. 14-51

A RESOLUTION OF THE TOWN OF ERIE, AWARDED A CONSTRUCTION CONTRACT TO MOLTZ CONSTRUCTION, INC. FOR THE 4 MILLION GALLON WATER STORAGE TANK FOR ZONE 3, IN THE AMOUNT OF \$3,832,109.00; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to award a Construction Contract to Moltz Construction, Inc. for the 4 Million Gallon Water Storage Tank For Zone 3, in the amount of \$3,832,109.00; 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 a contract.

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

Section 1. That the contract between the Town of Erie and Moltz Construction, Inc. is found to be a reasonable and acceptable contract for the 4 Million Gallon Water Storage Tank for Zone 3.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the contract with Moltz Construction, Inc. and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in the amount of \$3,832,109.00 with a contingency not to exceed \$48,000.00.

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

ADOPTED AND APPROVED THIS 25TH 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



WELD COUNTY RD 6

WELD COUNTY RD 7

TANK ACCESS ROAD

TANK SITE

WCRD 4



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: March 25, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-52: A Resolution Authorizing Award Of A Construction Contract To 53 Corporation LLC. In The Amount Of \$199,458.44; 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: **\$219,503**
Balance Available: **\$0**
Budget Line Item Number: 001 . 04 . 110 . 580950 . 130056
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-52 awarding said contract, authorizing the Town Administrator to execute said contract, authorizing Staff to expend contracted funds and contingency funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the September flood event, a pedestrian bridge and drop structure in Coal Creek was damaged. The pedestrian bridge is south of Vista Parkway and is part of the south Coal Creek Crusher Fine Trail. The bridge needs to be repaired prior to opening up the trail. The drop structure repair is critical for stabilizing Coal Creek. If the drop structure is not repaired, the creek will erode and become deeper jeopardizing existing and proposed upstream utilities that cross Coal Creek. The drop structure is also needed for the Erie Coal Creek Ditch headgate. With the current damage, water cannot be diverted into the ditch headgate.

This project has been identified as part of the FEMA recovery effort. Assuming FEMA approves all components of the project the following funding applies; 75% funded by FEMA, 12.5% funded by the State of Colorado and the Town will be responsible for 12.5%.

In addition to the FEMA funding, the Town also obtained a Colorado Water Conservation Board (CWCB) Grant in the amount of \$5,000 for design and \$20,000 for construction.

The CWCB grant can be used to offset the Town's 12.5% total project cost share, however it requires a 25% match of the \$25,000.

All work will be in coordination with the FEMA relief funding and CWCB Grant requirements.

An Invitation to Bid was posted on the Town's website on February 18, 2014 to insure that local contractors were notified about this project. No Erie contractors submitted bids.

The following bids were opened and read on March 13, 2014.

Bid Information

Contractor	Bid Price
53 Corporation, LLC.	\$199,548.44
United Western Construction, Inc.	\$277,123.39
Defalco Construction, Inc.	\$313,688.78
Engineers Estimate	\$311,327.86

The low bidder is 53 Corporation, LLC. They are located in Castle Rock, Colorado, and were incorporated in

the State of Colorado in 1998. Although 53 Corporation has not worked in the Town of Erie, they have successfully completed projects for Urban Drainage and Flood Control District, Arapahoe County Water And Wastewater Authority, and the Town of Castle Rock. Staff has reviewed 53 Corporation, LLC's qualifications and found them to be acceptable.

Staff is recommending awarding the construction contract for the Coal Creek Restoration (Drop Structure & Ped Bridge) to 53 Corporation, LLC.

Project Construction Cost Summary

Bid Price	\$199,548.44
10% Contingency	\$19,954.56
Total Project Cost	\$219,503.00

Project Funding Summary

FEMA and State Reimbursement	\$192,065.00
CWCB Funding	\$20,000.00
Town Funding	\$7,438.00
Total Project Funding	\$219,503.00

Project Schedule

Notice of Award	March 26, 2014
Notice to Proceed	March 26, 2014
Construction Complete	July, 2014

Board Goal

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

Staff Review:

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

Approved by:


A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-52
- b. Vicinity Map

RESOLUTION NO. 14-52

A RESOLUTION OF THE TOWN OF ERIE, AWARDING A CONSTRUCTION CONTRACT TO 53 CORPORATION LLC FOR REPAIR TO THE COAL CREEK TRAIL IN THE AMOUNT OF \$199,458.44 AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to award a Construction Contract to 53 Corporation LLC for repair to the Coal Creek Trail ; 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 contract.

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

Section 1. That the contract between the Town of Erie and 53 Corporation LLC. is found to be a reasonable and acceptable contract for the repair of the Coal Creek Trail.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the contract with 53 Corporation LLC. and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in the amount of \$199,458.44 with a contingency not to exceed \$19,954.56.00.

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

ADOPTED AND APPROVED THIS 25TH 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



SHEET 12 D12	CONSTRUCTION ACCESS - STORM WATER MANAGEMENT PLAN	COAL CREEK RESTORATION (DROP STRUCTURE & PED BRIDGE)	TOWN OF ERIE	
	DESIGNED: JTC DRAWN: JTM CHECKED: JTM DATE: 2/20/14	03/13/2014 - ADDENDUM 1	REVISION	