

TOWN OF ERIE  
BOARD OF TRUSTEES REGULAR MEETING <sup>1</sup>  
Tuesday, July 28, 2015  
STUDY SESSION START TIME 5:45 PM  
REGULAR MEETING START TIME 6:30 PM  
Erie Town Hall, 645 Holbrook Street, Erie, CO 80516

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STUDY SESSION 5:45 PM IN THE COMMUNITY ROOM  
AGENDA FOR THE STUDY SESSION IS A DISCUSSION OF THE REGULAR MEETING AGENDA  
BELOW

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REGULAR MEETING 6:30 PM IN THE BOARD 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 July 14, 2015 Meeting Minutes
- b. Resolution 15-94; A Resolution Authorizing the Payment to Boulder County for Emergency Dispatch Services Provided to the Erie Police Department
- c. Resolution 15-96; A Resolution Approving an Agreement with CDG for Re-Use Waterline Reimbursement
- d. Resolution 15-97; A Resolution Approving Access Easement and Additional Cost for Walkway Adjacent to Blue Sky Condominiums in Vista Ridge

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. Town of Erie 2015 Citizen Survey Presentation: Damema Mann, Senior Survey Associate -

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<sup>1</sup> 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. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

- a. Ordinance 15-2015an Ordinance Of The Town Of Erie, Colorado, Regarding The Rezoning Of The Wise Farms Property, Adopting Certain Findings Of Fact And Conclusions Unfavorable To The Planned Unit Development Overlay Rezoning; And, Setting Forth Details In Relation Thereto (SECOND READING)
- b. Ordinance 16-2015 An Ordinance Of The Town Of Erie, Colorado, Regarding The Wise Farms PUD Zoning Map Overlay Rezoning, Adopting Certain Findings Of Fact And Conclusions Unfavorable To The Planned Unit Development Overlay Rezoning; And, Setting Forth Details In Relation Thereto (SECOND READING)
- c. Resolution 15-66 A Resolution Making Certain Findings Of Fact And Conclusions Unfavorable To The Wise Farms Preliminary Plat; And Setting Forth Details In Relation Thereto.

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

PUBLIC HEARING

OPEN PUBLIC HEARING

- a. Resolution 15-92; A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Approving The Vista Ridge Filing No. 14 Minor Subdivision Plat With Conditions; Accepting Dedications As Shown On The Minor Subdivision Plat Filing No. 14 Minor Subdivision Plat; Authorizing The Appropriate Town Official To Sign The Vista Ridge Filing No. 14 Development and Incentive Agreement; Authorizing The Appropriate Town Official To Sign The Vista Ridge Filing No. 14 Avigation Easement Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To The Approval, Acceptance Of The Dedications and the Development Agreement

Staff is requesting this Public Hearing to be continued to August 11, 2015.

- b. Resolution 15-95; A Resolution Awarding a Design Build Contract for the North Water Reclamation Facility Capacity Improvement
- c. Resolution 15-99; A Resolution Authorizing The Town Of Erie, Colorado, To Enter Into An Intergovernmental Agreement Between The Town Of Erie And The Erie Farm Metropolitan District Ensuring Compliance With The Approved Service Plan And The Erie Municipal Code

IX. **ORDINANCES** (To adopt an Ordinance of the First Reading, a Motion/Second/Approval is required to suspend Resolution 02-44 and adopt the Ordinance on the First Reading.)

NONE SCHEDULED

X. **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. School Traffic Safety Problem Solving Project Update
- b. Motion to Request Party Status with North West Colorado Council of Governments for Colorado Oil & Gas Conservation Commission Rule Making Process Participation

XI. **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

XIII. **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, July 14, 2015  
6:30 p.m.  
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

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I. CALL MEETING TO ORDER

Mayor Harris called the July 14, 2015 Regular Meeting of the Board of Trustees to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

Roll Call:	Trustee Carroll	Present
	Trustee Schutt	Present
	Mayor Pro Tem Gruber	Present
	Trustee Moore	Absent/Excused
	Trustee Charles	Present
	Trustee Woog	Present
	Mayor Harris	Present

III. APPROVAL OF THE AGENDA

Action: Trustee Charles moved to approve the July 14, 2015 Town of Erie Board of Trustees Meeting Agenda; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

- a. Approval of the June 23, 2015 Meeting Minutes
- b. Resolution 15-84; A Resolution Approving the Purchase of a Toro Mower for Parks Department
- c. Resolution 15-85; A Resolution Approving an Encroachment License Agreement with Anadarko
- d. Resolution 15-86; A Resolution Approving the Purchase of a Utilities Easement
- e. Resolution 15-89; A Resolution Approving Erie Highlands Filing No. 3 Development Agreement and Subdivision Plat
- f. Resolution 15-90; A Resolution Approving Erie Highlands Filing No. 4 Development Agreement and Subdivision Plat
- g. Resolution 15-91; A Resolution Approving Canyon Creek Subdivision Filing No. 9, 1<sup>st</sup> Amendment to Development Agreement
- h. Resolution 15-93; A Resolution Authorizing the Engagement of Summit Bank & Trust for Banking Services

**CONSENT AGENDA** (continued)

**Action:** Mayor Pro Tem Gruber moved to approve the July 14, 2015 Consent Agenda; the motion was seconded by Trustee Charles. The motion carried with the following Roll Call vote:

Trustee Schutt	Yes
Trustee Woog	Yes
Trustee Carroll	Yes
Trustee Charles	Yes
Mayor Pro Tem Gruber	Yes
Mayor Harris	Yes

**V. PUBLIC COMMENT**

Jeff Wilkes, 1116 Fletcher Drive, Erie, CO., addressed the Board regarding parking issues in the Downtown area. Ted McCarty, 1348 Lawson Avenue, Erie, CO., thanked Staff and the Board for working with the Methodist Church to construct a parking lot for use by the Church and Town Hall.

**VI. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES**

- a. **Ordinance 15-2015 An Ordinance Of The Town Of Erie, Colorado, Regarding The Rezoning Of The Wise Farms Property, Adopting Certain Findings Of Fact And Conclusions Unfavorable To The Planned Unit Development Overlay Rezoning; And, Setting Forth Details In Relation Thereto (FIRST READING)**

On Tuesday, May 26, 2015 and June 23, 2015 the Board of Trustees considered Ordinance 15-2015 for the Rezoning of the Wise Farms property. During the June 23, 2015 Board of Trustees meeting, staff was directed to draft an ordinance denying the Rezoning of the Wise Farms property. Staff has provided revised Ordinance 15-2015 denying the proposed the Rezoning of the Wise Farms property for not being in compliance with three of the Approval Criteria in Municipal Code Title 10, Section 7.5.B.9.

- b. **Ordinance 16-2015 An Ordinance Of The Town Of Erie, Colorado, Regarding The Wise Farms PUD Zoning Map Overlay Rezoning, Adopting Certain Findings Of Fact And Conclusions Unfavorable To The Planned Unit Development Overlay Rezoning; And, Setting Forth Details In Relation Thereto (FIRST READING)**

On Tuesday, May 26, 2015 and June 23, 2015 the Board of Trustees considered Ordinance 16-2015 for the Wise Farms PUD Zoning Map Overlay Rezoning. During the June 23, 2015 Board of Trustees meeting, staff was directed to draft an ordinance denying the Rezoning of the Wise Farms property. Staff has provided revised Ordinance 16-2015 denying the proposed the Wise Farms PUD Zoning Map Overlay Rezoning for not being in compliance with four of the Approval Criteria in Municipal Code Title 10, Section 7.6.D.9.

## LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

c. **Resolution 15-66 A Resolution Making Certain Findings Of Fact And Conclusions Unfavorable To The Wise Farms Preliminary Plat; And Setting Forth Details In Relation Thereto.**

On Tuesday, May 26, 2015 and June 23, 2015 the Board of Trustees considered Resolution No. 15-66 for the Wise Farms Preliminary Plat. During the June 23, 2015 Board of Trustees meeting, staff was directed to draft a resolution denying the Wise Farms Preliminary Plat. Staff has provided revised Resolution No. 15-66 denying the proposed the Wise Farms Preliminary Plat for not being in compliance with seven of the Approval Criteria in Municipal Code Title 10, Section 7.7 C.10

**Action: Mayor Pro Tem Gruber moved to continued Resolution 15-66 to the July 28, 2015 Regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Trustee Schutt. The motion carried with all present voting in favor thereof.**

**Action: This was the first reading of Ordinance 15-2015 and Ordinance 16-2015; they will be returned for Board action at the July 28, 2015 Regular Meeting of the Town of Erie Board of Trustees.**

## VII. RESOLUTIONS

### PUBLIC HEARING

a. **Resolution 15-87; A Resolution Providing For The Supplemental Appropriation Of Money To Various Funds In The Amounts And For The Purposes Set Forth Below, For The Town Of Erie, Colorado, For The 2015 Budget Year**

The Town of Erie adopted the 2015 Budget on November 18, 2014. At least twice yearly, staff reviews the adopted budget and year-to-date actual revenues and expenditures. Based on these reviews, staff requests supplemental appropriations to update the budget to reflect actual revenues and expenditures of the prior and current year, year-to-date Board of Trustee actions, and projected revenues and expenditures for the remaining fiscal year. The 2015 Supplemental Appropriation Request for July represents staff's conservative and prudent estimates for providing on-going, quality services to customers for 2015. Although some data is presented as the total of all funds, each fund is independent of the other funds. We do not anticipate any negative fund balances in the requested 2015 Supplemental Appropriation Request for July. The beginning fund balances of the Supplemental Appropriation have been updated to reflect the actual ending fund balances (working capital in the case of enterprise funds) from 2014. This Supplemental Appropriation includes total revenues (inclusive of inter-fund transfers) amounting to \$49.0 million, an increase of \$1.1 million over the 2015 Adopted Budget. Accounting for the majority of this increase are development-related fees and grants. The Supplemental Appropriation includes expenditures amounting to \$66.2 million in all funds (of which \$34.3 million are for capital expenditures). This represents an increase of \$17.8 million in expenditures over the 2015 Adopted Budget, of which all but \$0.3 million are for capital expenditures. This increase reflects additional appropriation requests amounting to \$0.3 million, rollovers for capital projects from 2014 of \$17.2 million and \$0.2 million in additional requests already approved by the Board.

**Action: Mayor Harris opened the Public Hearing for Resolution 15-87 at 6:55 p.m. Following a presentation by Steve Felten, Finance Director; and hearing no one wishing to make public comment on this item, Mayor Harris closed the Public Hearing for Resolution 15-87 at 6:57p.m.**

**RESOLUTIONS (continued)**

**Action:** Mayor Pro Tem Gruber moved to approve Resolution 15-87; the motion was seconded by Trustee Schutt. The motion carried with the following roll call vote:

Mayor Pro Tem Gruber	Yes
Trustee Charles	Yes
Trustee Carroll	Yes
Trustee Woog	Yes
Trustee Schutt	Yes
Mayor Harris	Yes

**b. Resolution 15-88; A Resolution Approving Town Hall West Parking Lot Surveys and Demolition**

On November 18, 2014, The Board of Trustees approved Resolution 14-133, awarding the Consulting Contract To Oz Architecture for the Town Hall Needs Assessment and Programing Plan Stage of the Town Hall Remodel Project. The Town Hall Remodel project is a new project that will consist of multiple stages that included, evaluating the current office space, current staffing needs, parking needs, and determining how to use the vacated police station and municipal court office space. The Town Hall needs assessment provided a roadmap to use for evaluating the expansion to the current facility, looking forward 10-20 years to support the services needs that will grow with the population of the Town. On March 24, 2015 The Board of Trustees directed staff to move forward with two of the items that resulted from the Town Hall Needs Assessment and Programing Plan. Direction was given to staff to proceed with the minor renovation of the existing police space and work with the Methodist Church to secure arrangements for additional parking space, with the construction of the parking lot located at 602 Holbrook Street. Town staff has been working with the Methodist Church on the attached items, which include parking lot lease agreement, demolition of existing house located at 602 Holbrook Street, and Parking Lot and Property Survey and Design. The Town of Erie will enter into a 25 year Lease Agreement with the Methodist Church which will allow the use of the parking lot for agents, representatives and employees of the Town; in exchange the Town will be responsible for the as needed maintenance, upkeep, and repair and cleaning. Demo of the existing house located on 602 Holbrook Street; remove existing trees and all debris by Alpine Demolition LLC in coordination with Excel Energy to remove gas service. The Town has requested a proposal to enter into a Consulting Agreement with Oz Architecture to design the existing parking lot and the future parking lot per Town of Erie Development Code. The estimated construction cost to rebuild the existing parking lot and construct the new parking lot is approximately \$150,000.00. Staff recommended entering into the lease agreement with the Methodist Church for the use of existing and future parking lot, approving the demolition of the house located at 602 Holbrook Street and awarding the Design agreement to Oz Architecture.

**Action:** Following a presentation from Gary Behlen, Director of Public Works, staff was directed to come back to the Board of Trustees with an additional bid to pave the lot north of Town Hall.

**Action:** Trustee Charles moved to approve Resolution 15-88; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with the following roll call vote:

Trustee Schutt	Yes
Trustee Woog	Yes
Trustee Carroll	Yes
Trustee Charles	Yes
Mayor Pro Tem Gruber	Yes
Mayor Harris	Yes

## RESOLUTIONS (continued)

**c. Resolution 15-92; A Resolution Approving Funds for the Completion of the Parking Lot/Trailhead on Erie Parkway**

The Colliers Hill Annexation Agreement, Second Amendment dated October 4, 2011 requires an asphalt parking lot to be installed at Erie Parkway just West of Colliers Hill, at the expense of the developer Community Development Group (CDG). Town staff worked with CDG to design the parking lot and the agreed upon amount to be paid by CDG of \$75,000.00. The Town currently holds a Letter of Credit that includes the \$75,000.00 for this parking lot. Upon approved design, CDG began clearing land to build parking lot and at which time they found debris under the area that is unsuitable for the parking lot's subgrade. The town then hired Pinyon Environmental, Inc. to conduct an environmental study to determine the extent and type of debris that was buried. Pinyon determined that the materials were construction debris and benign. In order to complete the parking lot to Town standards, all buried construction material needs to be removed, fill dirt added to bring the surface up to grade, and then the project can move forward as originally designed. These additional steps are necessary to ensure a parking lot that will conform to Town standards and be safe and useable for the public. This lot will become a major trailhead for the Coal Creek Trail as well as providing access to various neighborhoods and the down town corridor. Because of the increased scope of the project additional funds are needed to supplement the \$75,000.00 committed by CDG. With a cost estimate of \$132,631.88 to prepare the site for the parking lot construction staff is requesting that \$133,000.00 be appropriated from the Trails and Natural Areas Fund. Staff recommended approval of Resolution 15-92.

**Action:** Mayor Pro Tem Gruber moved to approve Resolution 15-92; the motion was seconded by Mayor Harris. The motion failed with the following roll call vote:

Mayor Pro Tem Gruber	Yes
Trustee Charles	No
Trustee Carroll	No
Trustee Woog	No
Trustee Schutt	Yes
Mayor Harris	Yes

**Action:** Staff was directed by the Board to return the parking area to its previous condition and leave it unpaved at this time.

## **VIII. ORDINANCES**

**a. Ordinance 19-2015; An Ordinance Of The Town Of Erie, Colorado, Repealing The November 2013 Title 10 Unified Development Code; Adopting By Reference The June 2015 Title 10 Unified Development Code; Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto.**

Per Board of Trustees direction, the Town's Special Counsel is proposing an amendment to Title 10 and provided the proposed amendment attached to Ordinance 19-2015. The proposed amendment creates a process in lieu of the Special Review Use and Site Plan procedures for mineral extraction (including oil/gas drilling) when an Operator Agreement has been entered into between an oil/gas well operator and the Board of Trustees. The current process for mineral extraction requires an oil/gas operator to make Special Review Use and Site Plan applications to the Town for each well pad. Both of these applications require recommendations from the Planning Commission with the final

## **ORDINANCES (continued)**

decision by the Board of Trustees. All other oil/gas drilling not identified in a Board approved Operator Agreement will continue on the current process which includes the Special Review Use and Site Plan applications identified above. Barbara Green of Sullivan Green Seavy presented the proposed Code amendments to the Board of Trustees and was available to answer questions. The application to amend Title 10 of the Municipal Code of the Town of Erie, Colorado may be approved if the Board of Trustees finds that the approval criteria of Chapter 7.21.C.9 have been met:

- a. The proposed amendment will promote the public health, safety, and general welfare;
- b. The proposed amendment is consistent with the Town's Comprehensive Master Plan and the stated purposes of the Code; and
- c. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

The required public notice for the Title 10 Amendment is in compliance with Section 7.2.F of the Code and C.R.S. 31-16-203 (which requires two published notices when a Title of a Code is adopted by reference); with published notice in the Colorado Hometown Weekly on June 3, 2015 and June 10, 2015. Mailed and posted notice is not required for amendments to Title 10.

**Action:** Trustee Schutt moved to approve Ordinance 19-2015; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with five (5) for and one (1) against vote, with Trustee Woog voting no.

**Action:** Mayor Harris called for a break at 8:18 pm and reconvened the meeting at 8:26 pm.

**Action:** General Board consensus was to place an item on General Business for a motion to allow the Town to request for party status with the Northwest Colorado Council of Governments (headwaters towns and counties). This would enable the Town to participate in the COGCC rulemaking process. NWCCOG regularly has other local governments outside the COG region who share a common interest in the rule at hand join in the request for party status and participate together in the rulemaking proceedings.

## **IX. GENERAL BUSINESS**

### **a. Public Arts Commission**

Mayor Pro Tem Gruber presented a proposal to the Board of Trustee to form a Public Arts Commission.

**Action:** Staff was directed to research the Town's ability to impose a fee and the viability of other proposed funding sources. The Board will schedule a Study Session later in the year to further discuss this item.

### **b. DRCOG State Highway 7 Urban Study/Station Area Master Plan Support**

Town of Erie staff has been contacted by the City and County of Broomfield, along with the other communities along the State Highway 7 corridor from Boulder to Brighton to support a Corridor-wide study. This study builds off existing efforts to plan for the future of the State Highway 7 corridor so that it can remain a viable arterial considering the anticipated land use development, population growth, and increased traffic volumes along the corridor. Bus Rapid Transit (BRT) on State Highway 7 is an exciting concept that has come out of recent studies (NAMS, CDOT SH 7 PEL) and is one solution that will help ensure the corridor remains sustainable for transporting people and goods throughout the region; part of seeing express or rapid transit come

## **GENERAL BUSINESS** (continued)

to fruition is planning the elements that make the system possible, including: station/stop designs, station/stop amenities, non-motorized connectivity to stations/stops, and the ROW needed for all of these elements to be constructed. This study seeks to clearly establish consistent guidelines that will be applied along the length of the project area for the development of transit stations/stops, transit user amenities at stations/stops, and non-motorized access to stations/stops from surrounding land uses. In addition, the study will investigate ROW needs for building stations/stops along with ROW needs for constructing multiuse paths that connect stations/stops to adjacent land uses. As part of the 2016-2021 DRCOG TIP cycle, Boulder County was awarded funds to further study feasibility of SH 7 Bus Rapid Transit. While the study will provide key information such as projected ridership and corridor ROW needs, the study does not have adequate funding to plan for all of the elements that will be necessary to launch a BRT service in the future. This study will make it possible to continue the multijurisdictional effort to plan for BRT on the SH 7 corridor. In addition, guidelines for multiuse paths and sidewalks will be developed that can be implemented when land use development is taking place to ensure that the corridor accommodates pedestrian, bicycle, and transit modes of travel. The total project cost is \$250,000: \$200,000 Federal Request, and \$50,000 local match. Entities that are participating financially are Adams County, Brighton, Broomfield and Lafayette. All the communities along the corridor are providing letters of Support. Staff is recommending that the Board authorize the support of this Grant Application and matching funding of up to \$5000 from the Town of Erie if the Grant is awarded.

**Action:** General Board consensus was support this study and staff was directed to send a letter of support for this on behalf of the Town of Erie.

## **X. BOARD OF TRUSTEES REPORTS**

Trustee Carroll asked for clarification on General Fund expenditures.

Trustee Woog reported that he would not be in attendance at the July 28, 2015 meeting. He also thanked the Police Department for their efforts regarding the 3<sup>rd</sup> of July Fireworks at Vista Ridge.

Trustee Charles reported that he also would not be in attendance at the July 28, 2015 meeting.

Mayor Harris provided an update on the Dog Park Project

## **XI. ADJOURNMENT**

**Action:** Mayor Pro Tem Gruber moved to adjourn the July 14, 2015 Regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Trustee Woog. The motion carried with all present voting in favor thereof.

**Action:** Mayor Harris adjourned the July 14, 2015 Regular Meeting of the Town of Erie Board of Trustees at 9:15 p.m.

Respectfully Submitted,

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Nancy J. Parker, CMC, Town Clerk

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Tina Harris, Mayor

**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
**Board Meeting Date: July 28, 2015**

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**SUBJECT:** **CONSENT AGENDA**  
Consideration of Resolution 15-94: A resolution authorizing the payment to Boulder County for emergency dispatch services provided to the Erie Police Department from January 2015, through December 2015 in the amount of \$214,452.00

**DEPARTMENT:** Police Department

**PRESENTER:** **Marc Vasquez, Chief of Police**

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**FISCAL INFORMATION:** Cost as Recommended: **\$214,452.00**  
Balance Available: \$215,000.00  
Budget Line Item Number: 100 . 60 . 110 . 564000 . 000000  
New Appropriation Required:  Yes  No

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**STAFF RECOMMENDATION:** **Approve Resolution 15-94 Authorizing the payment for Dispatch Services provided by Boulder County to the Erie Police Department for the 2015 year.**

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**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Town of Erie has an agreement with the Boulder County Sheriff's Communications Department to provide emergency dispatching services to the Erie Police Department for both Weld and Boulder County. The Erie Police Department budgets for this each year and Boulder County bills the Town twice a year for this service. The cost of providing the service for entire year of 2015 is \$214,452.00.

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**Staff Review:**

\_\_\_\_\_ Town Attorney  
\_\_\_\_\_ Town Clerk  
\_\_\_\_\_ Community Development Director  
\_\_\_\_\_ Finance Director  
MY \_\_\_\_\_ Police Chief  
\_\_\_\_\_ Public Works Director

Approved by:

  
\_\_\_\_\_  
A.J. Krieger  
Town Administrator

**ATTACHMENTS:**  
a. Resolution 15-94  
b. Copy of Invoice

**RESOLUTION NO. 15-94**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO AUTHORIZING PAYMENT TO BOULDER COUNTY FOR EMERGENCY DISPATCH SERVICES PROVIDED TO THE ERIE POLICE DEPARTMENT FOR THE PERIOD JANUARY 2015 TO DECEMBER OF 2015 IN THE AMOUNT OF \$214,452.00; AND, SETTING FORTH DETAILS IN RELATION THERETO**

**WHEREAS**, the Town of Erie has an agreement with the Boulder County Sheriff's Communications Department to provide emergency dispatching services to the Erie police Department; and

**WHEREAS**, the Erie Police Department budgets each year for this service and is billed twice a year and cost of providing this service for 2015 is \$214,452.00; and

**WHEREAS**, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to make said payment to Boulder County to provide emergency dispatch services.

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

Section 1. That the fees for providing emergency dispatch services for the calendar year of 2015 is found to be reasonable and acceptable.

Section 2. That the Town of Erie be and is hereby authorized and directed to make payment to Boulder County in the amount of \$214,452.00.

Section 2. That authorizing payment for emergency dispatch services for the Erie Police Department 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 28TH DAY OF JULY, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

**TOWN OF ERIE,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy J. Parker, C.M.C., Town Clerk



**Boulder County**

Financial Services  
PO Box 471  
Boulder, CO 80306

**INVOICE**

**Customer Number:** C00050  
**Invoice Number:** 11176  
**Invoice Date:** 07/09/15  
**Terms:** DUE UPON RECEIPT

**To:** Town of Erie  
PO Box 750  
ERIE, CO 80516-0750

This invoice is printed on watermarked paper. Invoices not printed on watermarked paper are not valid Boulder County invoices. If you receive an invoice on unmarked paper, please contact Dawn Page at 303-441-1749.

Transaction Date	Description	Account	Amount
07/09/15	DISPATCH SVCS / JAN-JUN 2015	2901000 53700	107,226.00

<b>Town of Erie</b>	
Finance Department A/P	
Vendor:	0085
Account #:	PO. 10. 110. 564000
Approval By:	PO

**Total Due** 107,226.00

Please call Linda in our Sheriff's Comm Ctr @ 303-441-4823 with questions regarding this invoice

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

**Please make checks payable to**  
**Boulder County**

Attn: Financial Services  
PO Box 471  
Boulder, CO 80306

**Customer Number:** C00050  
**Invoice Number:** 11176  
**Invoice Date:** 07/09/15  
**Total Amount Due \$** 107,226.00

**Total Payment \$** \_\_\_\_\_

**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
**Board Meeting Date: July 28, 2015**

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**SUBJECT:** **CONSENT AGENDA**  
Consideration of Resolution 15-96: A Resolution For The Purpose Of Approving A Raw Water Line Agreement between the Town of Erie and Community Development Group of Erie, And Setting Forth Details In Relation Thereto.

**DEPARTMENT:** Public Works

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

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

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**STAFF RECOMMENDATION:** Approving Resolution 15-96 Authorizing the Mayor to sign the Raw Water Line Agreement.

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**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Town recently completed an update to the Non-Potable Water Master Plan. This plan outlines improvements needed to provide non-potable water for irrigation use for future development. The Town has constructed a non-potable pump station at the North Water Reclamation Facility and a raw waterline that currently terminates at the old South Water Reclamation Facility.

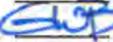
The Daybreak Metropolitan District Development Agreement No. 1 dated May 3, 2013, requires the Developer to construct an 8-inch raw waterline from the terminus of the existing 16-inch raw waterline near the South Water Reclamation Facility into the Colliers Hill Development to serve non-potable water for their use. The Town's current Non-Potable Water Master Plan identifies that the raw waterline should be 16-inch from the terminus of the existing line south along Coal Creek, and the raw waterline going east into Colliers Hill should be 12-inch. The upsizing from the 8-inch required to serve Colliers Hill to the 16-inch and 12-inch lines is desired to accommodate future growth. The funding for this upsizing is in the Town's Capital Improvement Project (CIP) Water fund.

Town Staff and the Town Attorney have negotiated a Raw Water Line Agreement with Community Development Group of Erie to design and construct an upsized Raw Water Line to be consistent with the current Non-Potable Water Master Plan. This upsizing is eligible for reimbursement. This agreement before you tonight defines the roles and responsibilities of each party for funding this raw water line. Once the design is complete and the project is bid, the approval to award the construction contract will be brought back before the Board of Trustees for final approval.

Staff is recommending approving Resolution 15-96 and authorizing the Mayor to sign the Raw Water Line Agreement.

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**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. Resolution 15-96
- b. Raw Waterline Agreement

**RESOLUTION NO. 15-96**

**A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO,  
TO ENTER INTO A RAW WATER LINE AGREEMENT BETWEEN THE TOWN OF ERIE  
AND THE COMMUNITY DEVELOPMENT GROUP OF ERIE;  
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 Raw Water Line Agreement to construct a 12-inch/16-inch raw water line to serve Colliers Hill Subdivision with non-potable water; and,

**WHEREAS**, the development agreement requires the construction of a 8-inch line, and the Town's current Non-Potable Water Master Plan identifies that the raw waterline should be 16-inches at the terminus of the existing line and 12-inches going into Collier Hill; and,

**WHEREAS**, a Raw Water Line Agreement defining the roles and responsibilities for funding a upsized raw water line between the Town of Erie and Community Development Group of Erie is necessary to design and construct an upsized Raw Water Line which is consistent with current Non-Potable Water Master Plan; and

**WHEREAS**, upsizing from the 8 inch line required by the development agreement is desired to accommodate future growth; and,

**WHEREAS**, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to enter a Raw Water Line Agreement,

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

**Section 1.** That the Agreement between the Town of Erie and Community Development Group of Erie is hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement for a Raw Water Line.

**Section 2.** That the Town of Erie be and is hereby authorized and directed to enter into the 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 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 28TH DAY OF JULY, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, TOWN OF ERIE,**

a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy Parker, CMC, Town Clerk

## RAW WATER LINE AGREEMENT

THIS RAW WATER LINE AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 (the “**Effective Date**”), by and between the TOWN OF ERIE, a Colorado municipal corporation (“**Erie**”), and COMMUNITY DEVELOPMENT GROUP OF ERIE, INC., a Colorado corporation (“**Developer**”).

### RECITALS

A. Erie and Developer are parties to that certain Bridgewater Annexation Agreement dated October 9, 2007, and recorded in the real property records of the Clerk and Recorder of Weld County, Colorado, at Reception No. 3518317 on November 19, 2007 (as amended, the “**Annexation Agreement**”), in connection with certain real property owned by Developer (the “**Property**”), as more particularly described in the Annexation Agreement. Capitalized terms used herein and not defined have the meanings given such terms in the Annexation Agreement.

B. Pursuant to the Annexation Agreement, Developer is obligated to construct a non-potable irrigation system, including without limitation storage facilities, pumping stations, disinfections systems, meters for various users and reuse lines, as more particularly described in the Annexation Agreement (collectively, the “**Irrigation System**”), to serve the Property.

C. The Irrigation System includes certain 8-inch reuse lines to be constructed in the locations indicated as “Segment A” (“**Segment A**”), “Segment B” (“**Segment B**”) and “Segment C” (“**Segment C**,” and collectively with Segment A and Segment B, the “**Reuse Lines**”) on Exhibit A attached hereto and incorporated herein by this reference, with water flowing through Segment A into Segment B and Segment C.

D. Segment B will supply water to a raw water pond located within the Property (the “**Pond**”), which will supply water (i) through a pump station (the “**Pump Station**”) for the irrigation of certain improvements located within the Property, including without limitation common areas, public road rights-of-way and the neighborhood park, as more particularly described in the Annexation Agreement (“**Neighborhood Park**”), and (ii) through facilities other than the Pump Station for Erie’s use and further distribution.

E. Segment C will supply water for Erie’s use and further distribution only.

F. Erie has requested that Developer construct 16-inch reuse lines in the locations of Segment A and Segment C and a 12-inch reuse line in Segment B. Unless expressly defined otherwise, the terms “Segment A” and “Segment C” as used herein mean 16-inch reuse lines and “Segment B” as used herein means a 12-inch reuse line.

G. The parties now desire to clarify and, in certain cases, modify their rights and obligations with respect to the Irrigation System in accordance with the terms and conditions set forth below.

## AGREEMENT

In consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which Erie and Developer acknowledge, Erie and Developer agree as follows:

1. **Plans.** Developer has or will prepare and submit, at Developer's sole cost and expense, plans for the Reuse Lines to Erie for Erie's review and approval (the "**Plans**"), which approval will not be unreasonably withheld, conditioned or delayed. Developer will seek reimbursement for its costs in preparing, submitting and revising the Plans in accordance with Section 8 of this Agreement.
2. **Construction.** Developer will, at Developer's sole cost and expense, cause the Reuse Lines to be constructed (the "**Work**") in accordance with the Plans accepted in writing by Erie, and in full conformity with Erie's Standards and Specifications for Design and Construction of Public Improvements ("**Erie's Standards and Specifications**") and requirements of the Municipal Code of the Town of Erie, Colorado ("**Code**"). Developer will seek reimbursement for its costs in constructing the Work in accordance with Section 8 of this Agreement.
3. **Public Improvement Permits ("PIP")** Before the Work is commenced, Developer shall obtain a PIP from Erie as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Developer will be reviewed by Erie. If found to be complete and in accordance with Erie's Standards and Specifications and other pertinent requirements, Erie will issue Developer the PIP.
4. **Testing and Inspection.** Testing and inspection of the construction and materials shall be in accordance with Erie's Standards and Specifications. In addition, Developer shall employ, as a part of this Agreement, a licensed and registered testing company to perform all testing of materials or construction that may be reasonably required by Erie. Developer shall furnish copies of test results to Erie on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of the Work. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the Plans and Erie's Standards and Specifications shall be repaired or removed and replaced so as to conform to the Plans and Erie's Standards and Specifications.

All work shown on the Plans requires inspection by Erie's Public Works Department, Engineering Division. Except on Erie holidays, inspection services are provided Monday through Friday, from 7:00 a.m. to 3:30 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with Erie's Public Works Department, Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. Developer shall reimburse Erie for all direct costs of the afterhours inspection services. If the request is denied, the Work shall not proceed.

5. **Crossing Permits.**

(a) **Segment A.** Developer will obtain, at Developer's sole cost and expense, any and all crossing permits from Lower Boulder Ditch Company that may be required in connection with the construction and placement of Segment A. Developer will obtain, at Developer's sole

cost and expense, any and all crossing permits from the Regional Transportation District that may be required in connection with the construction and placement of Segment A.

(b) Segment B. Developer will obtain, at Developer's sole cost and expense, any and all crossing permits from Erie Coal Creek Ditch Company that may be required in connection with the construction and placement of Segment B.

(c) Segment C. Developer will obtain, at Developer's sole cost and expense, any and all crossing permits that may be required in connection with the construction and placement of Segment C.

(d) Additional Crossing Permits. Developer will obtain, at Developer's sole cost and expense, any additional crossing permits required for the Work.

(e) Developer will seek reimbursement for its costs incurred in obtaining the crossing permits described above in accordance with Section 8 of this Agreement.

## 6. Contractors.

(a) Solicitation of Bids. Upon Erie's approval of the Plans and bid documents, Developer will publicly advertise and solicit bids ("**Bids**") from prospective contractors for the Work; provided, however, that Developer will require all Bids to include: (i) a final cost estimate for the Work separated for each separate segment of the Reuse Line; (ii) final cost estimate for the Work that contemplates an 8-inch reuse line instead of a 16-inch reuse line for Segment A; and (iii) final cost estimate for the Work that contemplates an 8-inch reuse line instead of a 12-inch reuse line for Segment B. Developer will attempt to obtain a minimum of three Bids.

(b) Selection. Developer will deliver to Erie a copy of each Bid received by Developer. Developer will not select a contractor to complete the Work ("**Contractor**") without Erie's prior written approval, at Erie's sole discretion. The difference between the final cost estimates included in the Bid submitted by the Contractor for Segment A, calculated in subsections (i) and (ii) of Section 6(a) of this Agreement, will be referred to herein as the "**Segment A Expansion Cost.**" The difference between the final cost estimates included in the Bid submitted by the Contractor for Segment B, calculated in subsections (i) and (iii) of Section 6(a) of this Agreement, will be referred to herein as the "**Segment B Expansion Cost.**"

(c) Contract. Developer will negotiate, in Developer's reasonable discretion, a contract with Contractor for the performance of the Work. The final contract shall be provided to Erie and shall not be executed without Erie's written approval at Erie's reasonable discretion. Developer will not approve any requests by Contractor for changes in the Work without Erie's prior written approval, at Erie's reasonable discretion. Developer and Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction in relation to the Work as long as the Work is constructed in accordance with Erie's Standards and Specifications and Code.

## 7. Work Acceptance.

(a) Construction Acceptance. No later than ten (10) days after Work is substantially complete, Developer shall request of the Public Works Department an inspection by

Erie. If Developer does not request this inspection within ten (10) days of completion of Work, Erie may conduct the inspection without the approval of Developer. Developer shall provide Erie with complete “as-built” drawings in a form as defined in Erie’s Standards and Specifications. If Work completed by Developer is satisfactory, the Public Works Department shall grant “construction acceptance” of the accepted Work (“**Construction Acceptance**”), which shall be subject to “final acceptance” as set forth and defined herein. If Work is not satisfactory, the Public Works Department shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer completes the repairs, replacements, construction or other work required by Erie, Developer shall request of the Public Works Department a re-inspection of such work to determine if Construction Acceptance can be granted. If Developer does not complete the repairs, replacements, or other work required by Erie within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section 10 of this Agreement. Erie shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer’s expense in accordance with Section 8. Erie reserves the right to schedule re-inspections.

(b) Maintenance of Work.

(i) Warranty. Developer shall provide Erie with a minimum two (2) year warranty, from the date of Construction Acceptance, on all Work (“**Warranty**”).

(ii) Maintenance of Work. For the two (2) year Warranty period of the Work, Developer shall, take all actions necessary to maintain said Work and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary. If within thirty (30) days after Developer’s receipt of written notice from Erie requesting such repairs or replacements, Developer has not completed such repairs, Erie may exercise its rights to secure performance as provided in Section 10 of this Agreement. Developer will seek reimbursement for its costs of such maintenance in accordance with Section 8(a) of this Agreement. Costs of such maintenance shall be determined as Construction Reimbursement, as defined in Section 8(a) of this Agreement.

(c) Final Acceptance. At least thirty (30) days before two (2) year Warranty period has elapsed, Developer shall request a “final acceptance” inspection of the Work in writing. The request shall be made to the Public Works Department. The Public Works Department shall inspect the Work and shall notify Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the Public Works Department shall issue to Developer a letter of “final acceptance”, as soon as reasonably possible thereafter (“**Final Acceptance**”). If Developer does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Erie may exercise its rights to secure performance as is provided in Section 10 of this Agreement. If any mechanic's liens have been filed with respect to the Work, Erie may retain all or a portion of the Improvement Guarantee (as defined in Section 10 of this Agreement) up to the amount of such liens. If Developer fails to have Work finally accepted within the two (2) year Warranty period

or any Work is found not to conform to the requirements of this Agreement, and applicable Erie Standards and Specifications, then, in that event, the Developer shall be in default of the Agreement and Erie may exercise its rights under Sections 10 and 13 of this Agreement.

8. **Construction Payments.**

(a) **Construction Reimbursement.** Developer will be entitled to reimbursement from Erie, paid in accordance with this Section 8, in the following amounts (collectively, the “**Construction Reimbursement**”):

(i) the Segment A Expansion Cost plus a prorate share of crossing permit fees if the fees are based on the size of the pipe;

(ii) the Segment B Expansion Cost plus a prorate share of crossing permit fees if the fees are based on the size of the pipe;

(iii) the total cost incurred in connection with the construction of Segment C including costs of crossing permits, and

(b) **Management Fee.** Developer will be entitled to a management fee (the “**Management Fee**”), paid in accordance with this Section 8, in the amount equal to five percent of the Construction Reimbursement.

(c) **Design Reimbursement.** Developer will be entitled to reimbursement from Erie, paid in accordance with this Section 8, for 34.6% of all costs incurred in connection with preparing, submitting and revising the Plans, to the extent that such costs are not fully reimbursed pursuant to subsections (i) and (ii) of Section 8(a).

(d) **Payment Requests.** On or about the 25<sup>th</sup> day of each month (each a “**Payment Period**”) after the Work is commenced, Developer will submit to Erie: (i) copies of all invoices, statements or similar documentation setting forth the total cost, including third party costs, of completing the Work (“**Project Costs**”) paid during the Payment Period (the “**Period Costs**”); and (ii) a request for the Construction Reimbursement for the applicable Period Costs reimbursable pursuant to Section 8(a) of this Agreement (collectively, a “**Payment Request**”) and (iii) the applicable Management Fee. The sum of the amounts requested in this Section 8(c) will be referred to herein as the “**Payment Amount.**”

(e) **Objection.** Erie may object to any Payment Request by delivering written notice of such objection (an “**Objection**”) to Developer within 14 calendar days after its receipt of such Payment Request (the “**Objection Period**”). The Objection must state in reasonable detail the grounds upon which the Objection is made, which grounds are limited to claims that (a) the Payment Request fails to comply with Section 8(b) of this Agreement; or (b) Developer is not entitled to all or any portion of the Payment Amount.

(f) **Payments.** Unless Erie delivers an Objection to Developer by the end of the Objection Period, Erie will cause payments to be made to Developer in the Payment Amount no later than 15 calendar days from the last day of the Objection Period. If Erie delivers an

Objection to Developer by the end of the Objection Period, Developer may re-submit a subsequent Payment Request that addresses Erie's written grounds for denial as indicated on the Objection, in accordance with this Section 8. The Developer shall not be required to make payments to contractors for any portion of the Objection items until such Objection has been removed. In any event, Erie shall timely pay all uncontested amounts pursuant to this Section 8.

9. **Completion.** Upon Final Acceptance of the Reuse Lines by Erie, Erie will assume ownership of the Reuse Lines.

10. **Improvement Guarantee.** Developer shall submit to Erie's Public Works Department a guarantee for the completion of the Work in an amount to be determined by Erie, as set herein forth below ("**Improvement Guarantee**") for the Work. The Improvement Guarantee may be in cash or by means of a letter of credit in form and substance as approved by Erie. Developer will require the Contractor to provide Performance and Warranty Bonds named to the Town of Erie for Segment C.

(a) Said Improvement Guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1).

(b) The total amount of the Improvement Guarantee for the Work shall be calculated as a percentage of the total Project Cost, as follows:

(i) Prior to commencement of the Work: 115% of the Project Costs of Segment A less the Segment A Expansion Costs, and Segment B less the Segment B Expansion Costs.

(ii) Upon Construction Acceptance of the Work through Final Acceptance of the Work: 25% of the total actual Project Costs not including Segment A Expansion Costs and the Segment B Expansion Costs.

(iii) After Final Acceptance of the Work: 0%.

(c) In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement for completion of the Work in Segments A and B.

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

Erie may hold the Improvement Guarantee funds (whether in cash or obtained from the letter of credit) until the Work in Segments A and B is completed and accepted by Erie. In the event the Work is not completed by the Developer within the time period set forth in this

Agreement or in the manner as required by this Agreement or in a timely manner, Erie may, at its sole discretion, use any or all of the Improvement Guarantee funds to complete some or all of the Work within Segments A and B. In any event, Erie shall have no obligation to complete any or all of the Work within Segments A and B.

11. **Potable Water.** In the event the Reuse Lines are not constructed and operational, for any reason, Erie will supply potable water to Developer in lieu of non-potable water at the current potable water rate until such time as the Reuse Lines are completed and operational.

12. **Operations.** Upon completion of the Reuse Lines in accordance with Section 9 of this Agreement:

(a) **Erie Maintenance Obligations.** Following Final Acceptance of the Work, Erie will maintain and operate, at Erie's sole cost and expense, the Reuse Lines (the "**Erie Maintenance Obligations**").

(b) **Developer Maintenance Obligations.** Developer will maintain and operate, at Developer's sole cost and expense, the Pond and the Pump Station (the "**Developer Maintenance Obligations**"). Developer will seek reimbursement for a portion of its costs incurred performing the Developer Maintenance Obligations (the "**Developer Maintenance Costs**") in accordance with this Section 12.

(c) **Metering.** Erie will meter the aggregate monthly raw water consumption at a location prior to where water enters the Pond (the "**Total Water**"). Developer shall install the necessary facilities to house said meter, at Developer's sole cost and expense, and shall pay Erie's actual cost to install said meter, including the material cost of said meter. If Erie chooses to connect to the Developer's irrigation system for Erie's use of water at the Neighborhood Park site, Developer will meter, at Developer's sole cost and expense, the aggregate monthly raw water consumption at the location where water enters the Neighborhood Park Site (the "**Park Water**"). The percentage calculated by dividing the Park Water by the Total Water will be referred to herein as the "**Erie Pro Rata Share**," and the percentage calculated by subtracting the Erie Pro Rata Share from 100% of the Total Water will be referred to herein as the "**Developer Pro Rata Share**." By way of example only, if the Total Water is 100 units and the Park Water is 40 units, then the Developer Pro Rata Share is 60% and the Erie Pro Rata Share is 40%.

(d) **Water Bills.** According to Erie's current utility billing policy and procedures, Erie will submit monthly to Developer a "**Water Bill**" setting forth the Total Water usage, current rate, and applicable fees for the previous month totaled to a "**Bill Amount**." If Erie chooses to connect to the Developer's irrigation system for Erie's use of water at the Neighborhood Park site, the Developer will bill Erie's Parks and Recreation Department for the Park Water at the current Erie Reuse Water rate and applicable Reuse Water Fees plus the Erie Pro Rate Share of the Developer Maintenance Costs, "**Erie Bill Amount**".

(e) **Payment.** Developer will make payment of the Bill Amount to Erie in accordance with Erie's current utility billing policy and procedures and Erie will make payment of the Erie Bill Amount pursuant to the then current Town of Erie Vendor Payment Policy to Developer.

13. **Default.** If either party hereto fails to fulfill the terms and conditions of this Agreement, the non-defaulting party may pursue any remedy now or hereafter available to the non-defaulting party under applicable law. Any costs incurred by the non-defaulting party, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the defaulting party shall be paid by the defaulting party. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity. If Developer fails to fulfill the terms and conditions of this Agreement, Erie, in its sole discretion, may declare Developer in default and may call the Improvement Guarantee and draw on the letter of credit provided for in Section 10, and may further exercise those remedies set forth in Section 10. **Miscellaneous.**

(a) **Assignment.** Developer may delegate and/or assign its rights and obligations under Section 12 of this Agreement to Colliers Hill Master Association, Inc., a Colorado non-profit corporation. Developer may delegate and/or assign any or all of its rights and obligations under this Agreement to Colliers Hill Metropolitan District No. 1, a Colorado quasi-governmental entity (the "**Metro District**"); provided, however, that no such designation or assignment to the Metro District will release Developer from any liability or obligations hereunder.

(b) **Budget.** To the extent that Erie's obligations under Section 8 of this Agreement are determined to be subject to annual appropriation, Erie has appropriated funds in its current fiscal year budget sufficient to meet the Erie's obligations under Section 8 of this Agreement.

(c) **Notices.** All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing, and shall be deemed duly given: (a) when received if personally delivered; (b) one business day following dispatch by Federal Express or equivalent, addressed as follows; (c) upon transmission, if transmitted by fax or email to the fax number or email address set forth below:

If to Erie:

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

If to Developer:

Community Development Group of Erie, Inc.  
Attention: Charles R. Bellock  
2500 Arapahoe Road, Suite 220  
Boulder, Colorado 80302  
Email: chuck@communitydevelopmentgroup.com

Any telephone numbers provided above are provided for convenience only, and oral communications shall in no event constitute notice hereunder. Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section.

(d) Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or as a waiver of any breach of any other provision of this Agreement.

(e) Entire Agreement and Modification. This Agreement constitutes the entire agreement among the parties with respect to the Reuse Lines, and supersedes all prior agreements and understandings, oral and written, among the parties to this Agreement with respect to the subject matter hereof, except for the Annexation Agreement. This Agreement may not be modified or otherwise amended except by a written instrument that expressly refers to this Agreement and is executed by the party to this Agreement against whom such amendment is sought to be enforced.

(f) Conflict. In the event of any conflict, inconsistency or incongruity between the provisions of this Agreement and any of the provisions of the Annexation Agreement, the provisions of this Agreement shall in all respects govern and control.

(g) Headings. The headings of the various sections in this Agreement are inserted for the convenience of the parties, and shall not affect the meaning, construction or interpretation of this Agreement.

(h) Governing Law. The formation, interpretation and performance of this Agreement shall be construed pursuant to and governed by the substantive laws of the State of Colorado. Venue shall be in the District Court of the County of Weld, State of Colorado.

(i) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(j) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(k) Insurance and Safety. Developer shall guarantee and furnish to Erie proof thereof that all employees and Contractors engaged in the Work are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

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

(m) Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land.

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

(o) Recording Agreement. Erie shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Erie shall retain the recorded Agreement.

[Signatures on the following pages]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**ERIE:**

TOWN OF ERIE,  
a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy Parker, Town Clerk



**EXHIBIT A**  
**REUSE LINES**

**EXHIBIT A**



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

**Board Meeting Date: July 28, 2015**

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**SUBJECT:** **CONSENT AGENDA**  
Consideration of Resolution 15-97: A Resolution Authorizing Acceptance Of An Access Easement and Temporary Construction Easement from Blue Sky At Vista Ridge, and Approving a Change Order to Goodland Construction's Construction Contract in the amount of \$22,583.75; And Setting Forth Details In Relation Thereto.

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

**PRESENTER/PREPARER:** **Russell Pennington, Deputy Director of Public Works**  
**Wendi Palmer, Civil Engineer**

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**FISCAL INFORMATION:** Cost as Recommended: **\$ 22,583.75**  
Balance Available: **\$188,545.00**  
Budget Line Item  
Number: 300 . 70 . 110 . 605000 . 100095  
Fund: Transportation Impact  Yes  No  
New Appropriation Required:

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**STAFF RECOMMENDATION:** Approving Resolution 15-97 accepting said easements, authorizing the Mayor to execute said easements, approving said change order, authorizing Staff to expend the additional change order funds.

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**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Transportation Impact Fund Capital Improvement Budget includes funds for constructing a new commercial access from Vista Ridge Filing 11 (Vista Village) onto State Highway 7, and a new 8-foot sidewalk north of State Highway 7 between the new commercial access and the Blue Sky condominiums in Vista Ridge.

The Board of Trustees awarded the construction contract to Goodland Construction, at the April 14, 2015 Board meeting. At that meeting Town Staff was directed by the Board of Trustees to work with the Blue Sky Condominium Development to extend the walk into their site.

Town Staff meet with the Blue Sky Condominium Board and negotiated a walk extension with a connection into the development. Staff also negotiated a temporary construction easement and a permanent access easement that would allow public use of the proposed walk and would accommodate a future walk connection to the west side of the property. The permanent easement contains a provision for the Town to be responsible for the maintenance and snow removal of the walk.

The State Highway 7 Sidewalk construction plans were modified for the walk extension. In addition to the sidewalk, grading, fence removal and replacement, and landscape restoration is required. The contractor provided a cost for the additional improvements in the amount of \$22,583.75.

Staff is recommending the Town Board of Trustees accept the Access Easement and Temporary Construction Easement and approve the change order to Goodland Construction, Inc's construction contract for the construction of the sidewalk extension in the amount of \$22,583.75.

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**Staff Review:**

\_\_\_\_\_ Town Attorney  
\_\_\_\_\_ Town Clerk  
\_\_\_\_\_ Community Development Director  
57 Finance Director  
\_\_\_\_\_ Police Chief  
CTB Public Works Director

Approved by:

  
\_\_\_\_\_  
A.J. Krieger  
Town Administrator

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**ATTACHMENTS:**

- a. Resolution 15-97
- b. Vicinity Map

**RESOLUTION NO. 15-97**

**RESOLUTION OF THE TOWN OF ERIE, COLORADO AUTHORIZING ACCEPTANCE OF AN ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FROM BLUE SKY AT VISTA RIDGE CONDOMINIUM ASSOCIATION AND APPROVING A CHANGE ORDER TO GOODLAND CONSTRUCTION TO CONSTRUCT SIDEWALK NORTH OF STATE HIGHWAY 7; IN AN ADDITIONAL AMOUNT OF \$22,583.75; AND SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, the Board of Trustee approved the construction of a new commercial access from Vista Ridge Filing 11 onto State Highway 7 and a new sidewalk north of State Highway 7; and

**WHEREAS**, the Board of Trustees directed staff to negotiate with the Blue Sky at Vista Ridge Condominium Association (Association) to extend the sidewalk onto their site; and

**WHEREAS**, an agreement was reached with the Association, Goodland Construction and the Town to construct the walk extension and;

**WHEREAS**, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to enter into these agreements.

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

**Section 1.** That the acceptance of an access easement and temporary construction easement between the Town of Erie and the Association and the change order with Goodland Construction is found to be reasonable and acceptable agreements for the sidewalk extension.

**Section 2.** That the Town of Erie be and is hereby authorized and directed to authorize the access easement and temporary construction easement between the Town of Erie and the Association and the change order with Goodland Construction and the Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said agreements and Change Order in the amount of \$22,583.75.

**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 28TH DAY OF JULY 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

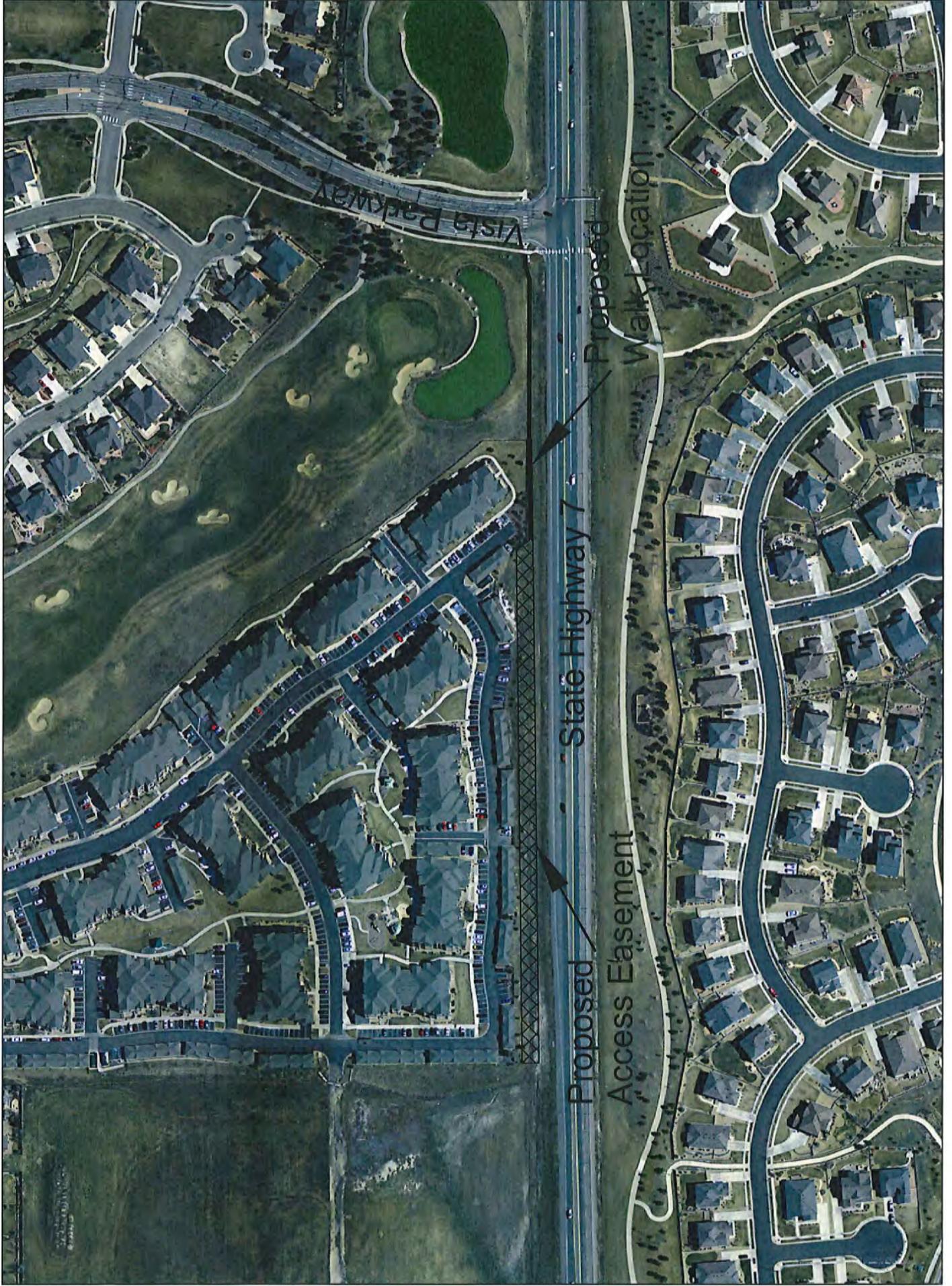
**TOWN OF ERIE,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy J. Parker, CMC, Town Clerk

# Vicinity Map for Blue Sky Easement and Walk



**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
**Board Meeting Date: July 28, 2015**

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**SUBJECT:** **CONSENT AGENDA:**  
**Consideration of Ordinance 15-2015 (2<sup>nd</sup> Reading):** An Ordinance Of The Town Of Erie, Colorado, Adopting Certain Findings Of Fact And Conclusions Unfavorable To The Application Of Elizabeth W. Kissell And Wise Homestead, LLC For The Rezoning Of The Wise Farms Property; Denying The Application For The Rezoning Of The Wise Farms Property; And, Setting Forth Details In Relation Thereto.

**CODE:** Town of Erie Municipal Code, Title 10

**DEPARTMENT:** Community Development

**PRESENTER:** Deborah Bachelder AICP, Senior Planner

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

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**SUMMARY AND BACKGROUND OF SUBJECT MATTER**

On Tuesday, May 26, 2015 and June 23, 2015 the Board of Trustees considered Ordinance 15-2015 for the Rezoning of the Wise Farms property. During the June 23, 2015 Board of Trustees meeting, staff was directed to draft an ordinance denying the Rezoning of the Wise Farms property. On July 14<sup>th</sup>, 2015 the Board of Trustees considered, on the first reading, revised Ordinance 15-2015 denying the proposed the Rezoning of the Wise Farms property for not being in compliance with three of the Approval Criteria in Municipal Code Title 10, Section 7.5.B.9.

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**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. Ordinance 15-2015

# ATTACHMENT A

**ORDINANCE NO. 15-2015**

**AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS UNFAVORABLE TO THE APPLICATION OF ELIZABETH W. KISSELL AND WISE HOMESTEAD, LLC FOR THE REZONING OF THE WISE FARMS PROPERTY; DENYING THE APPLICATION FOR THE REZONING OF THE WISE FARMS PROPERTY; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, following a legally noticed and duly conducted Public Hearing held on Tuesday, May 26, 2015 and June 23, 2015, the Board of Trustees of the Town of Erie, Colorado (“Board”), considered the application of Elizabeth W. Kissell, and Wise Homestead, LLC, 11497 Jasper Road, Lafayette, Colorado, for the Rezoning of the Wise Farms property, described as follows:

See “Exhibit A,” attached hereto and incorporated herein by this reference (the “Wise Farms Property”); and,

**WHEREAS**, the Board has made certain findings of fact and reached certain conclusions, and finds that the Rezoning of the Wise Farms Property will not preserve the health, safety, welfare and is not in the best interest of the citizens of the Town of Erie, Colorado.

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

**Section 1. Findings of Fact.**

Following a legally noticed and duly conducted Public Hearing, the Board of Trustees of the Town of Erie found and determined that the Rezoning application for the Wise Farms Property is not in compliance with the following required approval criteria as specified in Municipal Code Title 10, Section 7.5.B.9, and specifically makes the following findings:

- a. The Rezoning is not consistent with the Town’s Comprehensive Master Plan and the purposes of this UDC;
- b. The Rezoning is likely to result in significant adverse impacts upon other property in the vicinity of the subject property; and,
- c. Future uses on the subject property will not be compatible in scale with uses on other properties in the vicinity of the subject property.

**Section 2. Conclusions and Order Denying the Rezoning Application for the Wise Farms Property.**

Based upon the Findings of Fact, the Board finds and concludes that the Rezoning

application for the Wise Farms Property is not in compliance with the required approval criteria found in Municipal Code Title 10, Section 7.5.B.9 – Approval Criteria, and based thereon, hereby denies the Rezoning application for the Wise Farms Property.

**Section 3. 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 4. Repeal.**

All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

**Section 5. Effective Date.**

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

**INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2015.**

**PUBLISHED IN FULL ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**TOWN OF ERIE,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy Parker, Town Clerk

Exhibit A  
Legal Description

NORTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS S00°04'01"E, A DISTANCE OF 1,316.88 FEET SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE S88°24'34"W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET;

THENCE S88°24'34"W ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET; TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S88°24'34"W ALONG SAID SOUTH LINE , A DISTANCE OF 3.19 FEET;

THENCE NORTH 00°09'24"W, A DISTANCE OF 114.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT NORTHERLY OF THE CENTERLINE OF THE EXISTING TRACK, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,314.16 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,309.61 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE N00°29'33"W ALONG SAID WEST LINE, A DISTANCE OF 1,119.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JASPER ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. N88°21'52"E, A DISTANCE OF 1,314.39 FEET
2. N88°17'28"E, A DISTANCE OF 1,317.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;
3. CONTINUING N88°17'28"E, A DISTANCE OF 599.53 FEET TO THE NORTHWESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1555, AT RECEPTION NO. 953348;

THENCE S00°09'21"E ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 397.57 FEET TO THE MOST SOUTHERLY CORNER THEREOF;

THENCE N50°52'13"E ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 70.21 FEET;

THENCE S00°09'21"E, A DISTANCE OF 843.98 FEET TO THE POINT OF BEGINNING.

SOUTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF AND A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET, SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREWITH BEING RELATIVE THERETO;

THENCE SOUTH 88°24'34" WEST, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°04'10" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1316.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°18'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1282.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 88°18'16" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1312.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°16'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 60.98 FEET TO THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RONALD SCOTT JASPER, RONALD LEE JASPER AND VEE ANN JASPER AS DESCRIBED IN WARRANTY DEED RECORDED MAY 3, 1976, ON FILM 922 AS RECEPTION NO. 175271, OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE NORTH 00°19'00" WEST ALONG THE EASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 1381.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE EXISTING TRACK;

THENCE NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 62.45 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1314.28 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET;

THENCE SOUTH 00°09'21" EAST, A DISTANCE OF 14.08 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 3.19 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET TO THE POINT OF BEGINNING.

SAID NORTH, SOUTH AND JASPER ROAD RIGHT-OF-WAY PARCELS CONTAINING A CALCULATED AREA OF 7,576,344 SQUARE FEET, OR 173.929 ACRES, MORE OR LESS.



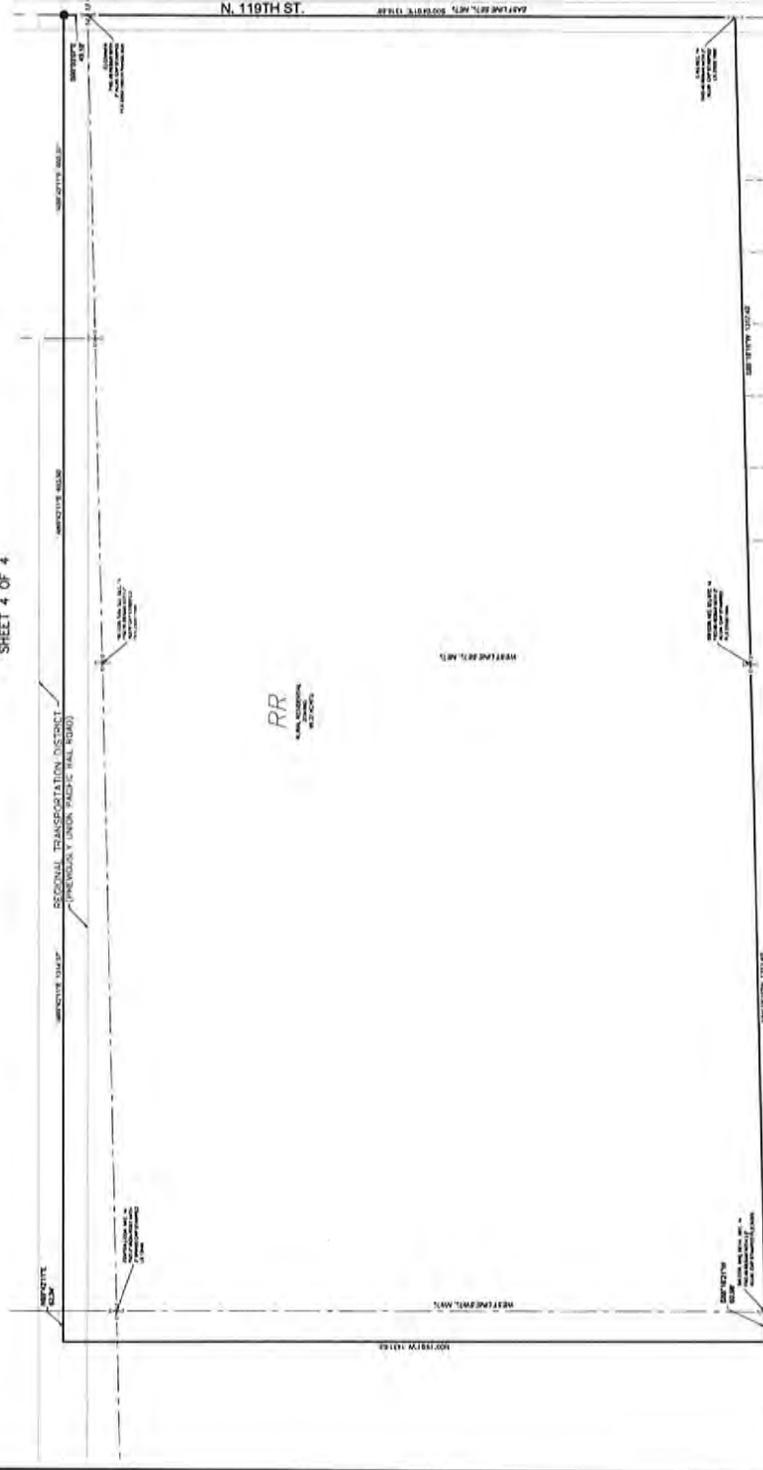




# WISE FARMS ZONING MAP

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,  
 TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO  
 TOTAL ZONING BOUNDARY = 178.40 ACRES  
 AG/OS ZONING = 20.38 ACRES / LR ZONING = 64.78 ACRES / RR ZONING = 93.24 ACRES  
 RZ 13-00070

SHEET 4 OF 4



		JASPER LAND INVESTMENTS, LLC 1015 S. WOODS COURT FORT COLLINS, CO 80504	
2. APPROVED FOR THE BOARD OF SUPERVISORS DATE: 12/11/2014	1. APPROVED FOR THE BOARD OF SUPERVISORS DATE: 12/11/2014	SCALE: AS NOTED FILE NO.	SHEET NO. 4 OF 4



# ATTACHMENT A

**ORDINANCE NO. 16-2015**

**AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS UNFAVORABLE TO THE APPLICATION OF ELIZABETH W. KISSELL AND WISE HOMESTEAD, LLC FOR THE PUD ZONING MAP OVERLAY REZONING OF THE WISE FARMS PROPERTY; DENYING THE APPLICATION FOR THE PUD ZONING MAP OVERLAY REZONING OF THE WISE FARMS PROPERTY; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, following a legally noticed and duly conducted Public Hearing held on Tuesday, May 26, 2015 and June 23, 2015, the Board of Trustees of the Town of Erie, Colorado (“Board”), considered the application of Elizabeth W. Kissell, and Wise Homestead, LLC, 11497 Jasper Road, Lafayette, Colorado, for the PUD Zoning Map Overlay Rezoning of the Wise Farms property, described as follows:

See “Exhibit A,” attached hereto and incorporated herein by this reference (the “Wise Farms Property”); and,

**WHEREAS**, the Board has made certain findings of fact and reached certain conclusions, and finds that the PUD Zoning Map Overlay Rezoning of the Wise Farms Property will not preserve the health, safety, welfare and is not in the best interest of the citizens of the Town of Erie, Colorado.

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

**Section 1. Findings of Fact.**

Following a legally noticed and duly conducted Public Hearing, the Board found and determined that the Planned Unit Development Overlay Rezoning application for the Wise Farms Property is not in compliance with the following required approval criteria as specified in Municipal Code Title 10, Section 7.6.D.9 – Approval Criteria, and makes the following findings of fact:

- a. The PUD Rezoning is not consistent with the Town’s Comprehensive Master Plan and the purposes of this UDC;
- b. The PUD Rezoning is likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation;

- c. The PUD Rezoning is likely to result in significant adverse impacts upon other property in the vicinity of the subject property; and,
- d. Proposed uses on the subject property will not be compatible in scale with uses on other properties in the vicinity of the subject property.

**Section 2. Conclusions and Order Denying the Wise Farms Planned Unit Development Overlay Rezoning Application.**

Based upon the Findings of Fact, the Board finds and concludes that the Planned Unit Development Overlay Rezoning application for the Wise Farms Property is not in compliance with the required approval criteria found in Municipal Code Title 10, Section 7.6.D.9 – Approval Criteria, and based thereon, hereby denies the Planned Unit Development Overlay Rezoning application for the Wise Farms Property.

**Section 3. 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 4. Repeal.**

All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

**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 \_\_\_ DAY OF \_\_\_\_\_ 2015.**

**PUBLISHED IN FULL ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**TOWN OF ERIE,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy Parker, Town Clerk

**EXHIBIT A**  
(Wise Farms Legal Description)

NORTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS S00°04'01"E, A DISTANCE OF 1,316.88 FEET SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE S88°24'34"W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119<sup>TH</sup> STREET;

THENCE S88°24'34"W ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET; TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S88°24'34"W ALONG SAID SOUTH LINE , A DISTANCE OF 3.19 FEET;

THENCE NORTH 00°09'24"W, A DISTANCE OF 114.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT NORTHERLY OF THE CENTERLINE OF THE EXISTING TRACK, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,314.16 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,309.61 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE N00°29'33"W ALONG SAID WEST LINE, A DISTANCE OF 1,119.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JASPER ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. N88°21'52"E, A DISTANCE OF 1,314.39 FEET
2. N88°17'28"E, A DISTANCE OF 1,317.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;
3. CONTINUING N88°17'28"E, A DISTANCE OF 599.53 FEET TO THE NORTHWESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1555, AT RECEPTION NO. 953348;

THENCE S00°09'21"E ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 397.57 FEET TO THE MOST SOUTHERLY CORNER THEREOF;

THENCE N50°52'13"E ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 70.21 FEET;

THENCE S00°09'21"E, A DISTANCE OF 843.98 FEET TO THE POINT OF BEGINNING.

SOUTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF AND A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET, SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREWITH BEING RELATIVE THERETO;

THENCE SOUTH 88°24'34" WEST, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°04'10" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1316.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°18'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1282.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 88°18'16" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1312.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°16'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 60.98 FEET TO THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RONALD SCOTT JASPER, RONALD LEE JASPER AND VEE ANN JASPER AS DESCRIBED IN WARRANTY DEED RECORDED MAY 3, 1976, ON FILM 922 AS RECEPTION NO. 175271, OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE NORTH 00°19'00" WEST ALONG THE EASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 1381.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE EXISTING TRACK;

THENCE NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 62.45 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1314.28 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET;

THENCE SOUTH 00°09'21" EAST, A DISTANCE OF 14.08 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 3.19 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET TO THE POINT OF BEGINNING.

SAID NORTH, SOUTH AND JASPER ROAD RIGHT-OF-WAY PARCELS CONTAINING A CALCULATED AREA OF 7,576,344 SQUARE FEET, OR 173.929 ACRES, MORE OR LESS.



# Wise Farms PUD Zoning Map

a part of section 14, township 1 north, range 69 west of the 6th p.m., town of erie, county of houlder, state of colorado

169.05 acres  
PUD-13-00071



**Development Summary**

Category	Acres	% of Total
Build-out	10.28	6.1%
Public and Private Open Space	2.52	1.5%
Neighborhood Park	62.40	36.9%
SAV	1.50	0.88%
<b>Total</b>	<b>169.05</b>	<b>100.00%</b>

**Parks & Open Space**

Category	Acres	Percentage of Total
Public and Private Open Space	7.87	4.6%
Neighborhood Park	62.40	36.9%
SAV	1.50	0.88%
<b>Total</b>	<b>72.77</b>	<b>42.4%</b>

- LEGEND**
- DEDICATED PUBLIC OPEN SPACE
  - PRIVATE OPEN SPACE
  - TRAIL CONNECTIONS
  - OIL & GAS SETBACKS
  - EASEMENT
  - ⇒ ACCESS



Planning & Ia

1600 14th Street, Suite 100  
Boulder, CO 80502  
303.440.1000  
www.civil.com

**Civil**  
Civil Engineering & Architecture  
1600 14th Street, Suite 100  
Boulder, CO 80502  
303.440.1000  
www.civil.com

**Project name**

Wise Farms  
PUD Zoning Map  
Town of Erie, Colorado

**sheet title**

PUD Plan

**sheet number**

2 of 3

No.	Description	Date
1	Initial Design	10/15/13
2	Final Design	11/15/13
3	Final Design	12/15/13
4	Final Design	01/15/14
5	Final Design	02/15/14
6	Final Design	03/15/14
7	Final Design	04/15/14
8	Final Design	05/15/14
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27	Final Design	12/15/15
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91	Final Design	04/15/21
92	Final Design	05/15/21
93	Final Design	06/15/21
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95	Final Design	08/15/21
96	Final Design	09/15/21
97	Final Design	10/15/21
98	Final Design	11/15/21
99	Final Design	12/15/21
100	Final Design	01/15/22





# ATTACHMENT A

**RESOLUTION NO. 15-66**

**A RESOLUTION OF THE TOWN OF ERIE, COLORADO, MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS UNFAVORABLE TO THE APPLICATION OF ELIZABETH W. KISSELL AND WISE HOMESTEAD, LLC FOR THE PRELIMINARY PLAT FOR THE WISE FARMS PROPERTY; DENYING THE APPLICATION FOR THE PRELIMINARY PLAT FOR THE WISE FARMS PROPERTY; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, the Board of Trustees of the Town of Erie, Colorado (“Board”), held a legally noticed and duly conducted Public Hearing for the Wise Farms Preliminary Plat on Tuesday, May 26, 2015 and June 23, 2015, on the application of Elizabeth W. Kissell, and Wise Homestead, LLC, 11497 Jasper Road, Lafayette, Colorado, such Preliminary Plat being a plat of the following real property; to wit:

See “Exhibit A,” attached hereto and incorporated herein by this reference (the “Wise Farms Property”); and,

**WHEREAS**, the Planning Commission of the Town of Erie, Colorado, conducted a Public Hearing on the application for the Wise Farms Preliminary Plat on January 21, 2015, and;

**WHEREAS**, the Planning Commission made a recommendation to the Board for denial of the Wise Farms Preliminary Plat application, based on the Planning Commission’s Findings of Fact, and;

**WHEREAS**, the application for Preliminary Plat is detailed on Exhibit B: Wise Farms Preliminary Plat, dated December 29, 2015.

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

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

**Section 1. Findings of Fact.**

1. Following a duly noticed and conducted public hearing, the Board of Trustees found and determined that the application for the Wise Farms Preliminary Plat is not in compliance with the following required approval criteria as specified in Title 10, Section 7.7 C.10 of the Town of Erie Municipal Code, and makes the following findings of fact:
  - a. The subdivision is not generally consistent with the Town’s Comprehensive Master Plan.

- b. The subdivision is not generally consistent with and does not implement 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 are not 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 does not comply 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 will 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.
  - f. The subdivision will not be integrated and connected with adjacent development through street connections, sidewalks, trails, and similar features.
  - g. The subdivision will result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.
2. That the Wise Farms Preliminary Plat as proposed, will not preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.

**Section 2. Conclusions and Order Denying the Wise Farms Preliminary Plat.**

Based upon the Findings of Fact, the Board finds and concludes that the application for the Wise Farms Preliminary Plat is not in compliance with the required approval criteria found in Municipal Code Title 10, Section 7.7 C.10, and based thereon, hereby denies the Wise Farms Preliminary Plat application.

**ADOPTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2015 BY THE  
BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

**TOWN OF ERIE,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy Parker, Town Clerk

**Exhibit A**  
(Wise Farms Legal Description)

NORTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS S00°04'01"E, A DISTANCE OF 1,316.88 FEET SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE S88°24'34"W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET;

THENCE S88°24'34"W ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET; TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S88°24'34"W ALONG SAID SOUTH LINE , A DISTANCE OF 3.19 FEET;

THENCE NORTH 00°09'24"W, A DISTANCE OF 114.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT NORTHERLY OF THE CENTERLINE OF THE EXISTING TRACK, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,314.16 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING S89°42'11"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,309.61 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE N00°29'33"W ALONG SAID WEST LINE, A DISTANCE OF 1,119.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JASPER ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. N88°21'52"E, A DISTANCE OF 1,314.39 FEET
2. N88°17'28"E, A DISTANCE OF 1,317.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;
3. CONTINUING N88°17'28"E, A DISTANCE OF 599.53 FEET TO THE NORTHWESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1555, AT RECEPTION NO. 953348;

THENCE S00°09'21"E ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 397.57 FEET TO THE MOST SOUTHERLY CORNER THEREOF;

THENCE N50°52'13"E ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 70.21 FEET;

THENCE S00°09'21"E, A DISTANCE OF 843.98 FEET TO THE POINT OF BEGINNING.

SOUTH PARCEL:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF AND A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE EAST-SOUTH ONE SIXTEENTH CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'01" EAST, A DISTANCE OF 1316.88 FEET, SAID LINE FORMING THE BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREWITH BEING RELATIVE THERETO;

THENCE SOUTH 88°24'34" WEST, A DISTANCE OF 30.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°04'10" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1316.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°18'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1282.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING SOUTH 88°18'16" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1312.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°16'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 60.98 FEET TO THE SOUTHEASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO RONALD SCOTT JASPER, RONALD LEE JASPER AND VEE ANN JASPER AS DESCRIBED IN WARRANTY DEED RECORDED MAY 3, 1976, ON FILM 922 AS RECEPTION NO. 175271, OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE NORTH 00°19'00" WEST ALONG THE EASTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 1381.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PREVIOUS UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID RIGHT-OF-WAY LINE BEING 50 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE EXISTING TRACK;

THENCE NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 62.45 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1314.28 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 89°42'11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 653.74 FEET;

THENCE SOUTH 00°09'21" EAST, A DISTANCE OF 14.08 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 3.19 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE CONTINUING NORTH 88°24'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 627.28 FEET TO THE POINT OF BEGINNING.

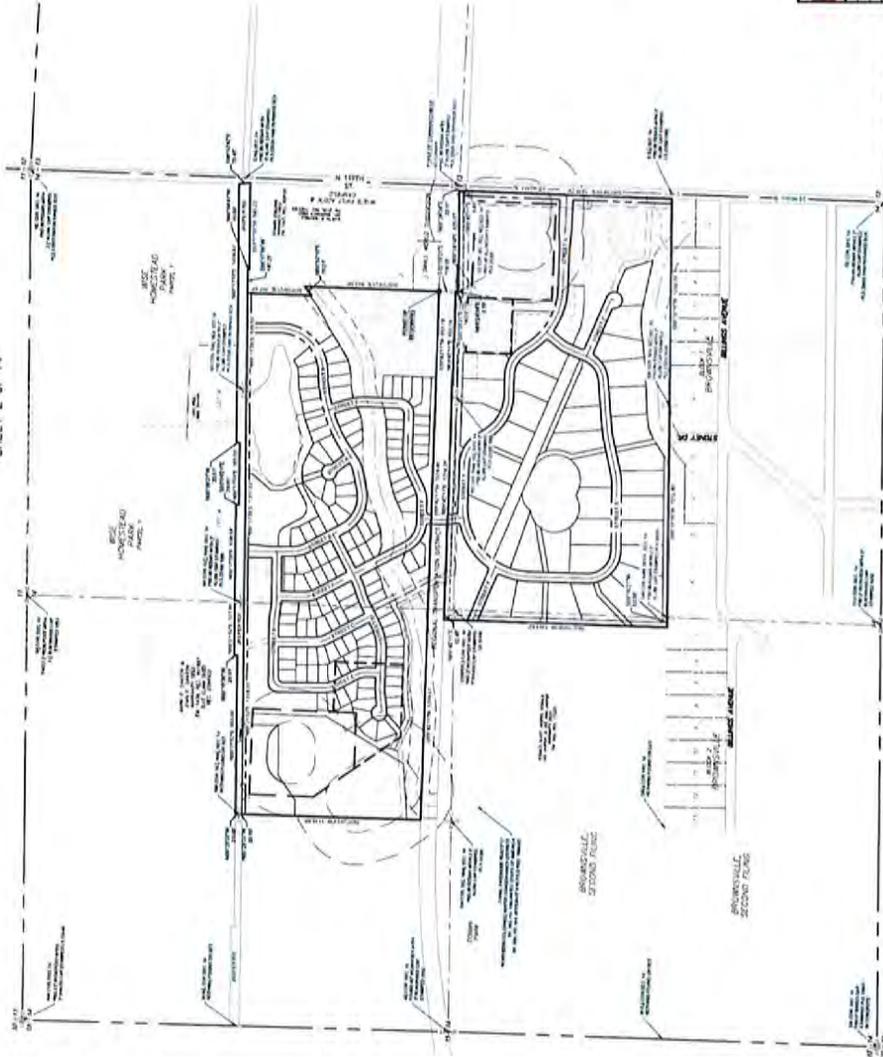
SAID NORTH, SOUTH AND JASPER ROAD RIGHT-OF-WAY PARCELS CONTAINING A CALCULATED AREA OF 7,576,344 SQUARE FEET, OR 173.929 ACRES, MORE OR LESS.



# WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,  
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO  
173.929 ACRES - 166 LOTS/25 TRACTS  
PP 13-00012

SHEET 2 OF 14



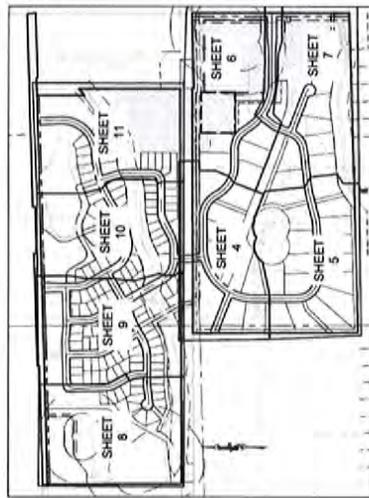
SCALE 1" = 300'

LOW RISK SUBSIDENCE AREA

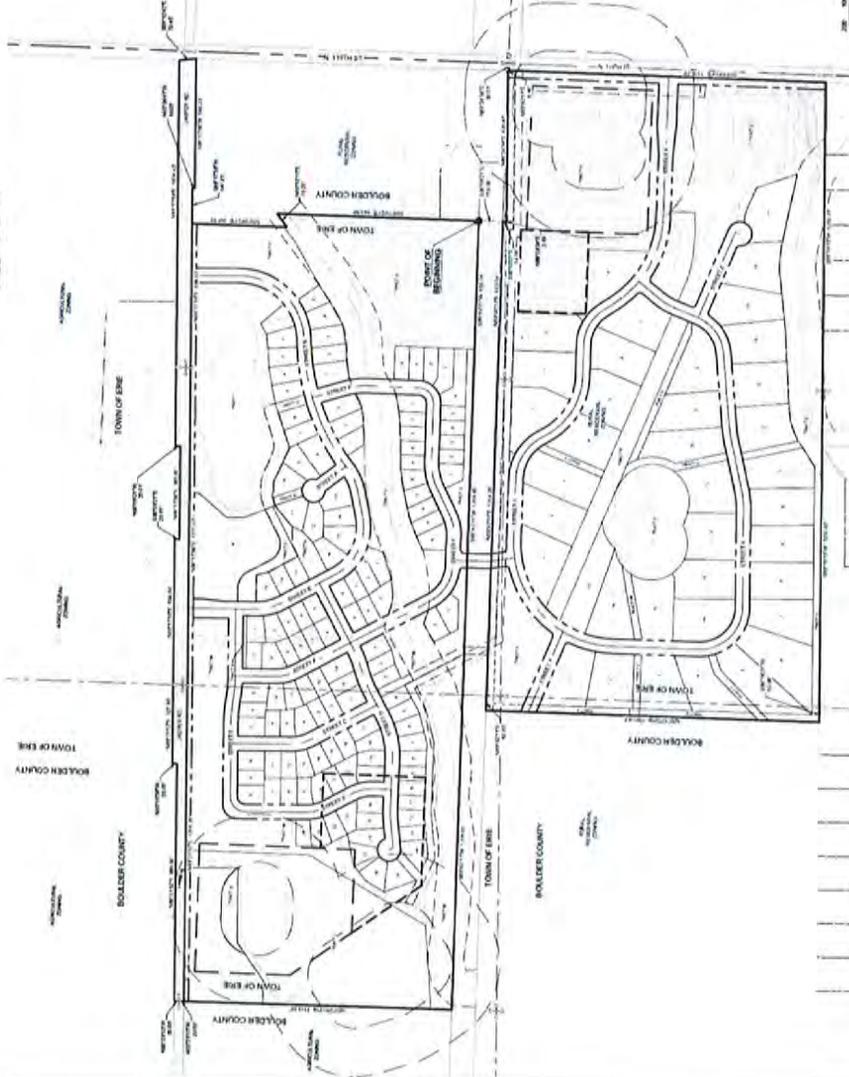
	173.929 ACRES OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO		JASPER LAND INVESTMENTS, LLC 173.929 ACRES OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO	
	PREPARED BY DATE	CHECKED BY DATE	APPROVED BY DATE	SHEET NO. 2 of 14

# WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,  
 TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO  
 173.929 ACRES - 166 LOTS/25 TRACTS  
 PP 13-00012  
 SHEET 3 OF 14



SHEET LAYOUT  
 SCALE 1" = 400'



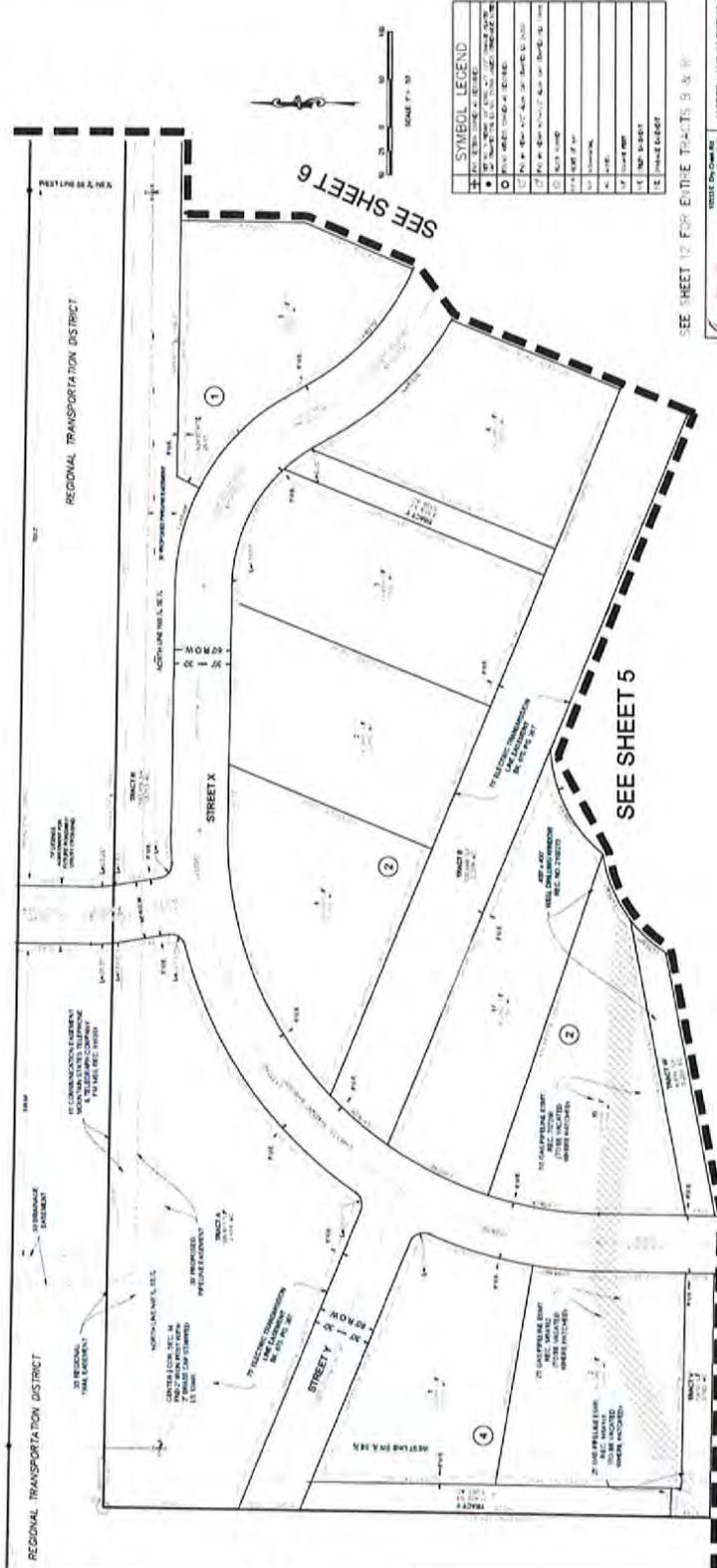
LOW RISK SUBSIDENCE AREA

		JASPER LAND INVESTMENTS, LLC Registered Owner 1739 4th Street Boulder, CO 80502	
DATE	BY	DATE	BY
12/29/2014	JL	12/29/2014	JL
SHEET NO. 3 of 14		SHEET NO. 3 of 14	

# WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,  
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO  
173.929 ACRES - 166 LOTS/25 TRACTS

PP 13-00012  
SHEET 4 OF 14



**SYMBOL LEGEND**

1	10' WIDE EASEMENT
2	15' WIDE EASEMENT
3	20' WIDE EASEMENT
4	25' WIDE EASEMENT
5	30' WIDE EASEMENT
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9	50' WIDE EASEMENT
10	55' WIDE EASEMENT
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14	75' WIDE EASEMENT
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27	140' WIDE EASEMENT
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63	320' WIDE EASEMENT
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67	340' WIDE EASEMENT
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78	395' WIDE EASEMENT
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81	410' WIDE EASEMENT
82	415' WIDE EASEMENT
83	420' WIDE EASEMENT
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85	430' WIDE EASEMENT
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113	570' WIDE EASEMENT
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117	590' WIDE EASEMENT
118	595' WIDE EASEMENT
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122	615' WIDE EASEMENT
123	620' WIDE EASEMENT
124	625' WIDE EASEMENT
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126	635' WIDE EASEMENT
127	640' WIDE EASEMENT
128	645' WIDE EASEMENT
129	650' WIDE EASEMENT
130	655' WIDE EASEMENT
131	660' WIDE EASEMENT
132	665' WIDE EASEMENT
133	670' WIDE EASEMENT
134	675' WIDE EASEMENT
135	680' WIDE EASEMENT
136	685' WIDE EASEMENT
137	690' WIDE EASEMENT
138	695' WIDE EASEMENT
139	700' WIDE EASEMENT
140	705' WIDE EASEMENT
141	710' WIDE EASEMENT
142	715' WIDE EASEMENT
143	720' WIDE EASEMENT
144	725' WIDE EASEMENT
145	730' WIDE EASEMENT
146	735' WIDE EASEMENT
147	740' WIDE EASEMENT
148	745' WIDE EASEMENT
149	750' WIDE EASEMENT
150	755' WIDE EASEMENT
151	760' WIDE EASEMENT
152	765' WIDE EASEMENT
153	770' WIDE EASEMENT
154	775' WIDE EASEMENT
155	780' WIDE EASEMENT
156	785' WIDE EASEMENT
157	790' WIDE EASEMENT
158	795' WIDE EASEMENT
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161	810' WIDE EASEMENT
162	815' WIDE EASEMENT
163	820' WIDE EASEMENT
164	825' WIDE EASEMENT
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169	850' WIDE EASEMENT
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172	865' WIDE EASEMENT
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174	875' WIDE EASEMENT
175	880' WIDE EASEMENT
176	885' WIDE EASEMENT
177	890' WIDE EASEMENT
178	895' WIDE EASEMENT
179	900' WIDE EASEMENT
180	905' WIDE EASEMENT
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182	915' WIDE EASEMENT
183	920' WIDE EASEMENT
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215	1080' WIDE EASEMENT
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334	1675' WIDE EASEMENT
335	1680' WIDE EASEMENT
336	1685' WIDE EASEMENT
337	1690' WIDE EASEMENT
338	1695' WIDE EASEMENT
339	1700' WIDE EASEMENT
340	1705' WIDE EASEMENT
341	1710' WIDE EASEMENT
342	1715' WIDE EASEMENT
343	1720' WIDE EASEMENT
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370	1855' WIDE EASEMENT
371	1860' WIDE EASEMENT
372	1865' WIDE EASEMENT
373	1870' WIDE EASEMENT
374	1875' WIDE EASEMENT
375	1880' WIDE EASEMENT
376	1885' WIDE EASEMENT
377	1890' WIDE EASEMENT
378	1895' WIDE EASEMENT
379	1900' WIDE EASEMENT
380	1905' WIDE EASEMENT
381	1910' WIDE EASEMENT
382	1915' WIDE EASEMENT
383	1920' WIDE EASEMENT





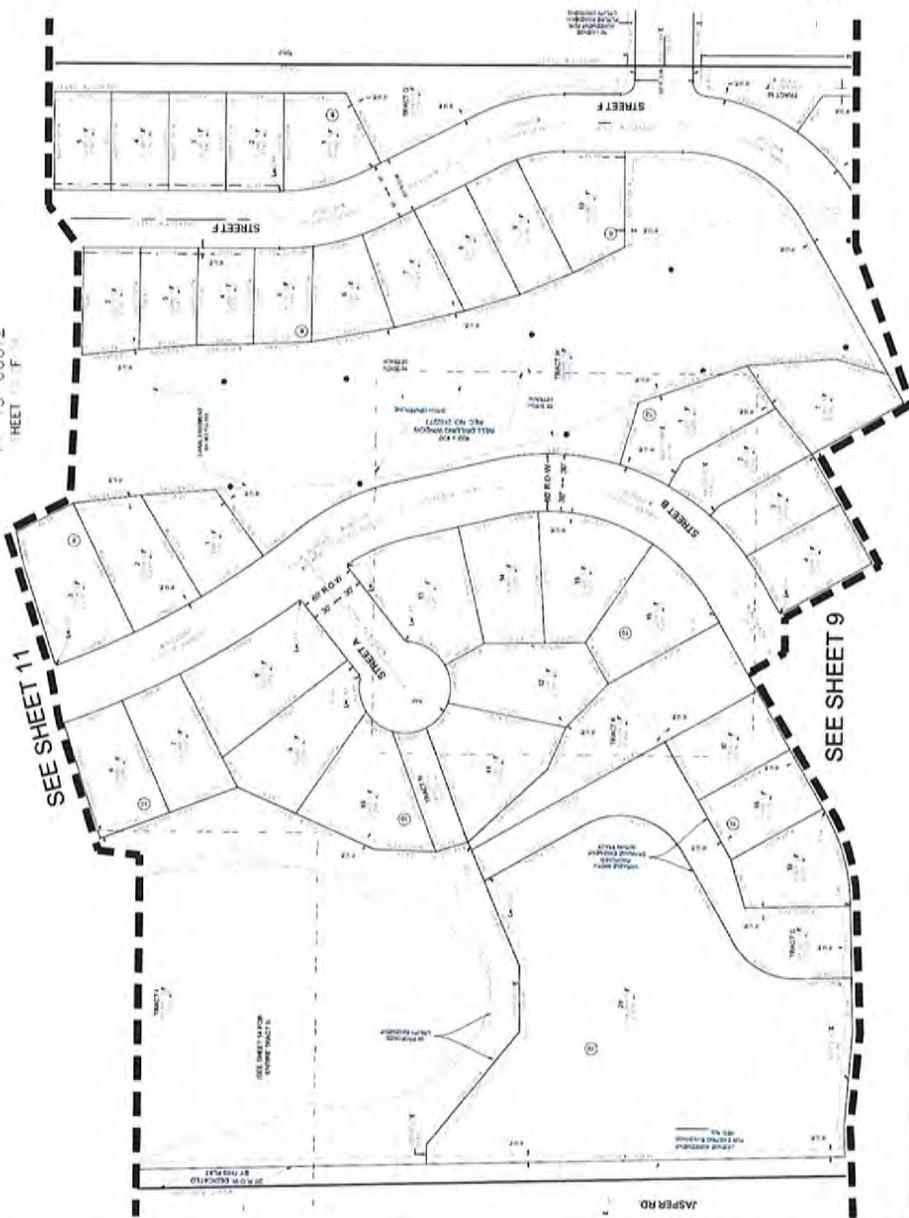






# WISE FARMS PRELIMINARY PLAT

A PART OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6th P.M.,  
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO  
173.929 ACRES - 166 LOTS/25 TRACTS  
PP 13-00072



SYMBOL LEGEND	
+	PROPERTY CORNER
○	WATER MAIN
○	SEWER MAIN
○	UTILITY MAIN
○	WATER VALVE
○	SEWER VALVE
○	UTILITY VALVE
○	WATER METER
○	SEWER METER
○	UTILITY METER
○	WATER TAP
○	SEWER TAP
○	UTILITY TAP
○	WATER MAIN CROSSING
○	SEWER MAIN CROSSING
○	UTILITY MAIN CROSSING
○	WATER MAIN CROSSING
○	SEWER MAIN CROSSING
○	UTILITY MAIN CROSSING



SEE SHEET 11 FOR TRACTS 1-10  
SEE SHEET 9 FOR TRACTS 11-25

**CVL**  
CONSTRUCTION VENTURES, LLC  
1000 17th Street, Suite 1000  
Boulder, CO 80502  
TEL: 303.440.1000  
WWW.CVL-CO.COM

**JASPER LAND INVESTMENTS, LLC**  
1000 17th Street, Suite 1000  
Boulder, CO 80502  
TEL: 303.440.1000  
WWW.JLICO.COM

NO.	DESCRIPTION	DATE	BY	SCALE	SHEET NO.
1	PRELIMINARY PLAT	08/14/2013	JASPER LAND INVESTMENTS, LLC	AS SHOWN	10 OF 14











**Staff Review:**

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

**Approved by:**

  
\_\_\_\_\_  
**A.J. Krieger**  
**Town Administrator**

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

**Board Meeting Date: July 28, 2015**

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**SUBJECT:** **RESOLUTION**  
Consideration of Resolution 15-95: A Resolution Authorizing Award Of A Design Build Contract to BMCI, a joint venture of Burns and McDonnell Engineering and Moltz Construction for the amount of \$3,234,582.00 for the North Water Reclamation Facility Capacity Improvement Project; And Setting Forth Details In Relation Thereto.

**DEPARTMENT:** Public Works

**PRESENTER/PREPARER:** **Gary Behlen, Director of Public Works**  
**Jon L. Mays, Water/Wastewater Divisions Manager**

---

<b>FISCAL</b>	Cost as Recommended:	<b>\$3,558,040</b>
<b>INFORMATION:</b>	Balance Available:	\$3,700,000
	Fund:	Wastewater Fund
	Budget Line Item Number:	510 . 70 . 110 . 605000 . 100101
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

---

**STAFF RECOMMENDATION:** Approving Resolution 15-95 awarding said contract, authorizing the Mayor to execute said contract, authorizing Staff to expend contracted and contingency funds.

---

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Wastewater Capital Improvement budget contains funds for capacity improvements to the hydraulic, organic, and biosolids handling equipment at the North Water Reclamation Facility (NWRf). The NWRf was completed in 2011. The Colorado Department of Health and Environment (CDPH&E) permitted the NWRf to receive 1.5 million gallons of water a day (hydraulic capacity), and 3,223 pounds of organic solids a day (organic capacity). The Biosolids handling equipment was sized to handle the permitted organic capacity. The NWRf has exceeded organic capacity in every month of 2015. The CDPH&E require wastewater facilities to increase capacity when they have exceeded 95% of either hydraulic or organic capacity.

The Board of Trustees awarded a contract to Frachetti Engineering, Inc, at the November 11, 2013 Board meeting to study options for increasing wastewater capacity. The study was complete in November of 2014 and the results were presented to the Board of Trustees at the March 24, 2015 meeting. The study indicated that the most economically feasible option for the Town was to increase capacity at the NWRf.

Town staff issued a Request for Qualifications for the NWRf Capacity Improvements Project on March 25, 2015. Six design/build teams submitted qualifications on April 15, 2015. Staff evaluated the qualifications and issued a Request for Proposal to three of the teams on May 19, 2015. Proposals were received on July 7, 2015. The request for proposal allowed the design/build teams to propose innovative design and construction approaches to the project. Staff evaluated the proposals by proposers experience, proposers innovative design approach, and by price.

The improvements recommended in the Frachetti Engineering report were the basis of the Lump Sum Base Bid for the Design-Build Request for Proposal. Based on staff experience, in addition to the recommendations in the report, a further analysis is needed for biosolids capacity upgrades. The design/build teams were asked to provide an allowance for an alternative analysis to determine the system that would best fit the Town's needs and an allowance for several options for biosolids thickening.

Staff is recommending awarding the design/build contract for the NWRP Capacity Improvements project to BMCI, a joint venture of Burns and McDonnell Engineering and Moltz Construction in the amount of \$3,234,582.00. BMCI's proposal had the lowest base bid and the lowest alternative analysis bid for the biosolids capacity systems upgrades. The BMCI design and construction approach was innovative as it provided for short term needs while looking at the long term plans for the facility. They proposed keeping the existing process system. Their proposal will save the Town both operational and capital costs, without limiting the capacity of the NWRP. It will also not require a reconfiguration of the process for loading beyond this expansion. Burns and McDonnell originally designed the NWRP. The Town has used Burns and McDonnell for many successful projects. Moltz Construction recently constructed the 4 MG potable water tank for the Town which was a successful project.

The base bid lump sum amount will cover the hydraulic and organic capacity improvements.

<i>Design/build team</i>	<i>Base Bid</i>	<i>Alternative Analysis</i>	<i>Total</i>
BMCI	\$2,679,582	\$5,000	\$2,684,582
Fischer Const./JVA Eng.	\$2,699,511	\$10,500	\$2,710,011
Filanc Const./FEI Eng.	\$2,707,000	\$6,700	\$2,720,400

The BMCI allowance for constructing biosolids system thickening improvements is \$500,000.00. The CDPH&E does not define its fees for this type of project until they have the project in for review. The BMCI allowance for CDPH&E fees is \$50,000.00.

**Project Budget Summary**

Contract	\$2,684,582
CDPH&E Fee Allowance	\$50,000
Biosolids System Allowance	\$500,000
<b>Sub-Total</b>	<b>\$3,234,582</b>
Contingency (10%)	\$323,458
<b>Project Total</b>	<b>\$3,558,040</b>

**Project Schedule**

Notice of Award	July 29, 2015
Notice to Proceed	August 12, 2015
Construction Complete	Fall 2016

**Staff Review:**

\_\_\_\_ Town Attorney  
 \_\_\_\_ Town Clerk  
 \_\_\_\_ Community Development Director  
 SA Finance Director  
 Police Chief  
 Public Works Director

Approved by:

  
 A.J. Krieger  
 Town Administrator

**ATTACHMENTS:**

- a. Resolution 15-95
- b. Vicinity Map

# Facility Capacity Improvement

Project Location



HWY 52



**RESOLUTION NO. 15-95**

**A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO A DESIGN/BUILD AGREEMENT TO BMCI, A JOINT VENTURE OF BURNS AND MCDONNELL ENGINEERING AND MOLTZ CONSTRUCTION FOR THE NORTH WATER RECLAMATION FACILITY CAPACITY IMPROVEMENT PROJECT IN THE AMOUNT OF \$3,234,582.00; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID DESIGN/BUILD AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

WHEREAS, the Town of Erie, Colorado wishes to enter into a Design/Build Agreement with BMCI, a joint venture of Burns and McDonnell Engineering and Moltz Construction for the North Water Reclamation Facility Capacity Improvement Project; 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 Design/Build Agreement.

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

Section 1. That the Design/Build Agreement between the Town of Erie and BMCI, a joint venture of Burns and McDonnell Engineering and Moltz Construction, is found to be a reasonable and acceptable Design/Build Agreement for the design and construction of the North Water Reclamation Facility Capacity Improvement Project.

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

Section 3. That entering into the Design/Build 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 28<sup>TH</sup> DAY OF JULY, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

**TOWN OF ERIE,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy J. Parker, CMC, Town Clerk



# ATTACHMENT A

**RESOLUTION NO. 15-99**

**A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ERIE AND THE ERIE FARM METROPOLITAN DISTRICT ENSURING COMPLIANCE WITH THE APPROVED SERVICE PLAN AND THE ERIE MUNICIPAL CODE; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID INTERGOVERNMENTAL AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, the Town previously approved the Amended and Restated Service Plan (“Plan”) for the Erie Farm Metropolitan District (“District”) pursuant to Resolution 13-39 on March 12, 2013; and,

**WHEREAS**, Section 9-4-6 of the Code of Ordinances of the Town of Erie (“Code”) requires that the District enter into an intergovernmental agreement with the Town regarding the enforcement of the Town Code provisions and the provisions of the Plan (“Intergovernmental Agreement”); and,

**WHEREAS**, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to enter into such Intergovernmental Agreement with the District.

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

Section 1. That the Intergovernmental Agreement between the Town of Erie and the District, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement for enforcement of the Town Code provisions and the provisions of the Plan.

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

Section 3. That entering into the Intergovernmental 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 28<sup>TH</sup> DAY OF JULY, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

**TOWN OF ERIE,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy J. Parker, CMC, Town Clerk

# ATTACHMENT B

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF ERIE COLORADO  
AND  
ERIE FARM METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of July, 2015, by and between by and between the **Town of Erie**, a municipal corporation of the State of Colorado ("Town"), and **Erie Farm Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District").

**RECITALS**

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Amended and Restated Service Plan dated March 12, 2013, as amended from time to time by Town approval ("Service Plan"); and

WHEREAS, the Service Plan and Section 9-4-6 of the Town Code requires the execution of an intergovernmental agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in their best interests to enter into this Intergovernmental Agreement;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

1. Incorporation by Reference. The Service Plan and Title 9, Chapter 4 of the Town Code (the "Special District Code") are hereby incorporated in this agreement by this reference. The District agrees to comply with all provisions of the Service Plan and the Special District Code.

2. Enforcement. The parties agree that this Agreement may be enforced in law, or in equity for specific performance, injunctive, or other appropriate relief. The parties also agree that this Agreement may be enforced pursuant to Section 32-1-207, C.R.S. and other provisions of Title 32, Article 1, C.R.S., granting rights to municipalities or counties approving a service plan of a special district.

3. Entire Agreement of the Parties. This written Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the parties with respect to the subject matter contained herein.

4. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the parties hereto.

5. Governing Law; Venue. The internal laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, without giving effect to choice of law or conflict of law principles. The parties hereby submit to the jurisdiction of and venue in the district court in Weld County, Colorado. In any proceeding brought to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

6. Beneficiaries. Except as otherwise stated herein, this agreement is intended to describe the rights and responsibilities of and between the named parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties.

7. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire Agreement to be terminated.

8. Assignability. Neither the Town nor the District shall assign their rights or delegate their duties hereunder without the prior written consent of the other party.

9. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, delivered electronically (if confirmed promptly telephonically) or dispatched by telegram or telecopy (if confirmed promptly telephonically), addressed to the following address or at such other address or addresses as any party hereto shall designate in writing to the other party hereto:

Town of Erie  
Attn: Town Administrator  
645 Holbrook Street  
PO Box 750  
Erie, CO 80516

Erie Farm Metropolitan District  
c/o Collins Cockrel & Cole, PC  
390 Union Blvd, Suite 400  
Denver, CO 80228  
Phone: 303-986-1551  
Fax: 303-986-1755  
jfritsche@cccfirm.com  
Attn: Joan M. Fritsche, Esq.

10. Successors and Assigns. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective the day and year first written above.

**ERIE FARM METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
Ryan Carlson, President

Attest:

\_\_\_\_\_  
Scott Carlson, Secretary

**TOWN OF ERIE, COLORADO**

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk

# ATTACHMENT C

**ERIE FARM  
METROPOLITAN DISTRICT**

TOWN OF ERIE  
COUNTY OF BOULDER, COLORADO

AMENDED AND RESTATED  
SERVICE PLAN

Prepared by:  
Collins Cockrel & Cole, PC  
390 Union Blvd., Suite 400  
Denver, Colorado 80228

Submitted:  
March 6, 2013

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## LIST OF EXHIBITS

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<b>EXHIBIT B</b>	Legal Description
<b>EXHIBIT C</b>	Erie Vicinity Map
<b>EXHIBIT D</b>	District Boundary Map
<b>EXHIBIT E</b>	Description of Public Improvements, including the information required by Section 32-1-202(2)(c) and (e).
<b>EXHIBIT F</b>	Matrix of Ownership and Maintenance
<b>EXHIBIT G</b>	Financing Plan, including sources and uses and bond solutions
<b>EXHIBIT H</b>	District Election Questions – November 7, 2006
<b>EXHIBIT I</b>	Underwriter Commitment Letter
<b>EXHIBIT J</b>	Form of Disclosure
<b>EXHIBIT K</b>	Proof of Ownership and Encumbrances

**AMENDED AND RESTAED SERVICE PLAN  
FOR  
ERIE FARM METROPOLITAN DISTRICT**

**I. INTRODUCTION**

A. Purpose and Intent. The District is an independent unit of local government, separate and distinct from the Town. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated constituents and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in Exhibit F to this Service Plan.

B. Need for the District. There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding District Service Plans. The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, and financing of the Public Improvements from the proceeds of Debt to be issued by the District.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only as specified in Exhibit F to this Service Plan.

Unless the District has operational responsibilities for any of the Public Improvements, it is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, or upon the occurrence of an event specified in Section 32-1-701(2) or (3), C.R.S.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Mill Levy and which shall not exceed the Maximum Mill Levy Imposition Term. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with the Maximum Mill Levy in amount and that no property bear an economic burden that is greater than that associated with the Maximum Mill Levy Imposition Term. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

D. Organizers and Consultants. This Service Plan has been prepared by the following:

Organizers/Developer:

Ryan Carlson  
Erie Equities, LLC  
P.O. Box 247  
Eastlake, CO 80614

District Counsel:

Joan M. Fritsche  
Collins Cockrel & Cole  
390 Union Blvd., Suite 400  
Denver, CO 80228

Investment Banker:

Sam Sharp  
D.A. Davidson & Co.  
1600 Broadway, Suite 1100  
Denver, CO 80202

Engineers:

Thomas C. Jansen  
Jansen Strawn  
45 West 2<sup>nd</sup> Avenue  
Denver, CO 80223

Bond Counsel:

To be determined

E. Board of Directors.

The current board of directors includes:

Tom Kaufman  
c/o Joan M. Fritsche, Esq.  
Collins Cockrel & Cole  
390 Union Boulevard, Suite 400  
Denver, CO 80228

John T. McShane  
c/o Joan M. Fritsche, Esq.  
Collins Cockrel & Cole  
390 Union Boulevard, Suite 400  
Denver, CO 80228

Debra C. Mitchell  
c/o Joan M. Fritsche, Esq.  
Collins Cockrel & Cole  
390 Union Boulevard, Suite 400  
Denver, CO 80228

Attached hereto as Exhibit K is proof of current ownership of and encumbrances on property in the District.

## II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Board: means the board of directors of one District.

Board of Trustees: means the Board of Trustees of the Town of Erie, Colorado.

Bonds or Debt: means any bonds, notes, debentures, certificates, contracts, capital leases, or other multiple fiscal year financial obligations of the District.

District: means the Erie Farm Metropolitan District.

External Investment Banker: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place (also known as the Redbook); and (3) is not an officer of the District.

Financial Plan: means the Financial Plan attached hereto as Exhibit G and described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) the estimated revenue and expenses.

Initial District Boundaries: means the boundaries of the area described in the District Boundary Map.

Initial District Boundary Map: means the map attached hereto as Exhibit D, describing the Initial District's Boundaries.

Market Issued Debt: means Debt which is underwritten by an underwriter or investment banker listed in the Bond Buyer's Municipal Market Place (also known as the Redbook).

Maximum Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.E below.

Maximum Mill Levy Imposition Term: means the maximum term for imposition of a mill levy as set forth in Section VI.F below.

Official Development Plan: means an Official Development Plan as approved by the Town pursuant to the Town Code.

Privately Placed Debt: means Debt which is sold or placed directly with an investor, without being underwritten by an underwriter or investment banker.

Project: means the development or property commonly referred to as Erie Farm.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, and financed as generally described in Exhibit E, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Initial District Boundaries as determined by the Board of the District.

Service Plan: means this service plan for the District approved by Board of Trustees.

Service Plan Amendment: means an amendment to the Service Plan approved by Board of Trustees in accordance with the Town's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Erie, Colorado.

Town Code: means the Town Code of the Town of Erie, Colorado.

### **III. BOUNDARIES**

The area of the Initial District Boundaries includes approximately 158 acres. A legal description of the Initial District Boundaries is attached hereto as Exhibit B. A map of the Initial District Boundaries is attached hereto as Exhibit D. A vicinity map is attached hereto as Exhibit C.

### **IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Initial District Boundaries consists of approximately 158 acres of vacant land. The current assessed valuation of the Initial District Boundaries is \$21,283.00 and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately 1,300 people.

The Official Development Plan for the property in the Initial District Boundaries has not been approved by the Town to date.

### **V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES**

#### **A. Powers of the District and Service Plan Amendment.**

The District shall have the power and authority to provide the Public Improvements and, if provided herein, related operation and maintenance services, within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, and finance the Public Improvements. The District

shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Official Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements unless the provision of such operation and maintenance is pursuant to Exhibit F in the approved Service Plan.

2. Use of Bond Proceeds and Other Revenues of the District Limitation.

Proceeds from the sale of Debt instruments and other revenues of the District may not be used to pay landowners within the District for any items required by annexation agreements or land use codes. Examples of ineligible reimbursements include: the acquisition of rights of way, easements, water rights, and land for prudent drainage, parkland or open space. Additionally, if the landowner/developer constructs the public infrastructure and conveys it to the District contingent upon a pledge from the District that it will issue bonds to pay the landowner/developer, prior to reimbursing the landowner/developer for such amounts, the District must receive the report of an independent engineer or accountant confirming that the amount of the reimbursement is reasonable.

3. Recovery Agreement Limitation.

Should the District construct infrastructure subject to a recovery agreement with the Town or other entity, the District retains all benefits under the recovery agreement. Any subsequent reimbursement for public improvements installed or financed by the District will remain the property of the District and be applied toward repayment of their Debt, if any. Any reimbursement revenue not necessary to repay District Debt may be utilized to construct additional Public Improvements permitted under this Service Plan.

4. Construction Standards Limitation.

The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. In all instances, the District will comply with applicable Town ordinances, regulations and standards, including, without limitation, and to the extent necessary, execution of public improvement agreements and provision of improvements and dedication of any of the public improvements to the Town. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Nothing herein requires the Town to accept the transfer of any public Improvement.

5. Privately Placed Debt Limitation.

Prior to the issuance of any Privately Placed Debt, the District shall obtain the certification of an External Investment Banker substantially as follows:

We are [I am] an External Investment Banker within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-

exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Boundary Change Limitation. The District shall not include within or exclude from its boundaries any property without the prior written consent of the Town.

7. Total Debt Issuance Limitation. The District shall not issue Debt in an aggregate principal amount in excess of Thirteen Million Dollars (\$13,000,000.00), provided that the foregoing shall not include the principal amount of Debt which has been refunded by the issuance of refunding Debt.

8. No Rates, Fees, Charges, Assessments or Exaction. Other than a one-time facilities fee, the District shall not impose any rate, fee, charge, assessment or exaction and shall not utilize any rate, fee, charge, assessment or exaction imposed by any public or private entity without written consent of the Town. A one-time facilities fee, if imposed, is expected to be due by or before the issuance of a building permit, and such fee shall not exceed \$3,000 per unit without Town consent, unless such fee is paid by the Developer entity, an entity related thereto or successors thereof.

9. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

10. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town.

11. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Mill Levy and the Maximum Mill Levy Imposition Term have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued with a pledge or which results in a pledge that exceeds the Maximum Mill Levy or the Maximum Mill Levy Imposition Term, shall be deemed a material departure from this Service Plan pursuant to Section 32-1-207, C.R.S., and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

12. Eminent Domain Powers Limitation. The District shall not exercise the power of eminent domain except upon the prior written consent of the Town.

13. Notice of Meetings. The District shall deliver to the Town Clerk a copy of written notice of every regular or special meeting of the District at least five (5) business days prior to such meeting. The District shall post a copy of such notice at Town Hall and the Town Post Office. From the time that 50% of the structures to be built in the District have been sold to purchasers, all meetings of the Board of Directors shall be held within Town limits.

14. Subdistricts; 63-20 Corporations. No subdistricts shall be created by the District pursuant to Section 32-1-1101(1.5), C.R.S. The District shall not create any corporation to issue Bonds on the District's behalf.

15. Intergovernmental Agreement; Improvement Guaranty. The District shall not levy any taxes or issue any debt until it enters into an intergovernmental agreement with the Town regarding the provisions of this Amended and Restated Service Plan. The intergovernmental agreement shall be in form and substance satisfactory to the Town Administrator and Town Attorney. The creation of the District does not alter the obligation of the developer of property in the District to provide the Town with improvement guarantees pursuant to the Development Agreement entered into with the Developer.

16. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. While the assumptions upon which this Service Plan are generally based are reflective of an Official Development Plan for the property within the District, the cost estimates and Financing Plan are sufficiently flexible to enable the District to provide necessary services and facilities without the need to amend this Service Plan as development plans change. Modification of the general types of services and facilities, and changes in proposed configurations, locations, or dimensions of various facilities and improvements shall be permitted to accommodate development needs consistent with then-current Official Development Plans for the property. Actions of the District which violate the limitations set forth in Sections A.1-15 above or in Section VI shall be deemed to be material departures from this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, as more specifically described in Exhibit E. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was

prepared based upon a preliminary engineering survey and estimates derived from the Official Development Plan on the property in the District Boundaries and is approximately Eight Million Seven Hundred Eighty-Seven Thousand and One Hundred Eighty Dollars (\$8,787,180.00) and as more specifically detailed in Exhibit E.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Official Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the District will continue to develop and refine cost estimates contained herein and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates assume construction to applicable local, State or Federal requirements.

## **VI. FINANCIAL PLAN**

### **A. General.**

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and financing of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Mill Levy Imposition Term from revenues derived from the Maximum Mill Levy and other legally available revenues (subject to Section V.A.8 hereof). The total Debt that the District shall be permitted to issue shall not exceed the total Debt issuance limitation set forth in Section V.A.7 hereof, and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all taxable property of the District. Prior to issuing any Debt, the District shall deliver to the Town an opinion of nationally recognized bond counsel (acceptable to the Town Attorney) stating that the Debt satisfies the requirements of the Service Plan.

### **B. Maximum Voted Interest Rate and Maximum Underwriting Discount.**

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The proposed maximum interest rate on any Debt shall not exceed 18%. The maximum underwriting discount shall not exceed 5%. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities. The form of the ballot questions submitted to its electors at the organizational election held on November 7, 2006, are attached hereto as Exhibit H.

### **C. No-Default Provisions.**

Debt issued by a District shall be structured so that failure to pay debt service when due shall not of itself constitute an event of default or result in the exercise of remedies.

The foregoing shall not be construed to prohibit events of default and remedies for other occurrences including, without limitation, (1) failure to impose or collect the Maximum Mill Levy or such portion thereof as may be pledged thereto, or to apply the same in accordance with the terms of the Debt, (2) failure to abide by other covenants made in connection with such Debt, or (3) filing by a District as a debtor under any bankruptcy or other applicable insolvency laws. Notwithstanding the foregoing, Debt will not be structured with a remedy which requires the District to increase the Maximum Mill Levy or the Maximum Mill Levy Imposition Term.

D. Eligible Bondholders

All District Bonds or other Debt instruments, if not rated in one of its four highest rating categories by one or more nationally recognized organizations which regularly rate such obligations, must be issued in minimum denominations of \$500,000. The foregoing shall not prohibit the redemption by the District of such Debt instruments in denominations smaller than \$500,000.

E. Maximum Mill Levy.

The “Maximum Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property of the District and shall be determined as follows:

1. The Maximum Mill Levy shall be fifty (50) mills; provided that if, on or after January 1, 2006, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2006, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

F. Maximum Mill Levy Imposition Term.

The District shall not impose a Debt service mill levy for more than forty (40) years after the year of the initial imposition of such Debt service mill levy unless: (1) a majority of the Board of Directors of the District imposing the mill levy are residents of such District, and (2) such Board has voted in favor of issuing Debt with a term which requires or contemplates the imposition of a Debt service mill levy for a longer period of time than the limitation contained herein.

G. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of Debt service and for operations and maintenance. The Debt mill levy shall only be used for Debt service on Market Issued Debt or for Privately Placed Debt. It shall never be used to pay debt service on any other obligation. Specifically, Developer advances for capital outlays must be structured as Privately Placed Debt if there is a reasonable expectation that the advance will not be repaid in its entirety within one (1) year. In no

event shall the debt service mill levy in any District exceed the Maximum Mill Levy or the Maximum Mill Levy Imposition Term.

H. Security for Debt.

No Debt or other financial obligation of any District will constitute a debt or obligation of the Town in any manner. The faith and credit of the Town will not be pledged for the repayment of any Debt or other financial obligation of any District. This will be clearly stated on all offering circulars, prospectuses, or disclosure statements associated with any securities issued by any District. District shall not utilize the Town of Erie' name in the name of the District.

I. Operating Mill Levy

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The annual operating budget is estimated to be less than Fifty Thousand Dollars (\$50,000.00) which is anticipated to be derived from property taxes and other revenues as described in Exhibit G.

**VII. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the Town no later than August 1 of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include the following information:

(a) A narrative summary of the progress of the District in implementing its Service Plan;

(b) Except when an exemption from audit has been granted for the fiscal year under the Local Government Audit Law, the audited financial statements of the District for the fiscal year including a statement of financial condition (i.e. balance sheet) as of December 31 of the fiscal year and the statement of operations (i.e. revenues and expenditures) for the fiscal year;

(c) Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of public facilities in the fiscal year, as well as any capital improvements or projects proposed to be undertaken in the five (5) years following the fiscal year;

(d) Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the fiscal year,

including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations issued in the fiscal year, the amount of payment or retirement of existing indebtedness of the District in the fiscal year, the total assessed valuation of all taxable properties within the District as of January 1 of the fiscal year, and the current mill levy of the District pledged to debt retirement in the fiscal year;

(e) The District's budget for the calendar year in which the annual report is submitted;

(f) A summary of residential and commercial development which has occurred within the District for the fiscal year;

(g) A summary of all taxes, fees, charges and assessments imposed by the District as of January 1 of the fiscal year;

(h) The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board.

## **VIII. DISSOLUTION**

The District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes upon the occurrence of one of the following: (1) if the Board of Trustees has not approved a preliminary plat and/or development agreement for the development of the property within the District within one year from the approval of this Service Plan, (2) if the District has not issued any Debt within three years from the approval of this Service Plan, (3) upon an independent determination of the Board of Trustees that the purposes for which the District were created have been accomplished, or (4) when no Debt is then outstanding. If the Board of Trustees has not approved a preliminary plat and/or development agreement for the development of the property within the District within one year from the approval of this Service Plan, the District may request a modification of this Service Plan to provide for a six-month extension of the one year dissolution clause. The Board of Trustees may approval up to two six-month extensions for a maximum of one year. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding Debt as required pursuant to State statutes.

## **IX. DISCLOSURE TO PURCHASERS**

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers or lessees of property in the District regarding the Maximum Mill Levy as well as a description of the District's authority to impose and collect rates, fees, charges or exactions. The form of notice shall be substantially in the form of Exhibit J hereto; provided that such form may be modified by the District so long as a new form is submitted to the Town prior to modification. All promotional, marketing, and sales information shall display notice, equal in size and font to all other pertinent information, as to debt, taxes, rates, fees and exactions, and this information shall further be recorded in the real estate records of the County with the order of the court creating the District.

**X. COMPLIANCE WITH LAWS**

The approval of the Service Plan shall not limit the Town in implementing any growth limitations imposed by the Board of Trustees or the voters. The District shall be subject to all of the Town's zoning, subdivision, building code or land use requirements.

**XI. CONCLUSION**

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

**EXHIBIT A-1**

Town of Erie Resolution of Approval

No. 06-97, Dated September 12, 2006

Attached hereto

**RESOLUTION NO. 06-97**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE,  
COLORADO APPROVING THE SERVICE PLAN FOR THE ERIE FARM  
METROPOLITAN DISTRICT**

**WHEREAS**, §32-1-204.5, C.R.S. provides that no special district shall be organized within the boundaries of the Town of Erie (the "Town") except upon adoption of a resolution of the Board of Trustees (the "Board") approving the Service Plan of the proposed special district; and

**WHEREAS**, a service plan dated September 5, 2006 has been submitted to the Board for the Erie Farm Metropolitan District (the "District") in compliance with § 32-1-204.5 (the "Service Plan"); and

**WHEREAS**, the territory of the proposed District is located wholly within the boundaries of the Town; and

**WHEREAS**, adequate notice of a public hearing of the Board to review the Service Plan has been given; and

**WHEREAS**, the Board has conducted a public hearing on the Service Plan for the Erie Farm Metropolitan District.

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

Section 1. The Board has jurisdiction to hear this matter.

Section 2. The Board makes the following findings:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed special district.

b. The existing service in the area to be served by the proposed special district is inadequate for present and projected needs.

c. The proposed special district is capable of providing economical and sufficient service to the areas within its proposed boundaries.

d. The area to be included in the proposed special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 3. The Service Plan for the District is hereby approved. Nothing herein limits the Town's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The Town's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the Town has not conducted any independent investigation of the evidence. The Town makes no guarantee as to the financial viability of the Districts or the achievability of the results.

**ADOPTED AND APPROVED THIS 12TH DAY OF SEPTEMBER, 2006, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**



**TOWN OF ERIE,**  
a Colorado municipal corporation

By:

A handwritten signature in black ink, appearing to read 'Andrew J. Moore', written over a horizontal line.

Andrew J. Moore, Mayor

ATTEST:

By:

A handwritten signature in black ink, appearing to read 'Nancy Parker', written over a horizontal line.

Nancy Parker, Town Clerk

**EXHIBIT A-2**

Town of Erie Resolution of Approval

No. 13-\_\_\_\_\_, Dated \_\_\_\_\_, 2013

Attached hereto

**EXHIBIT B**  
Legal Description

# EXHIBIT B

A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: SOUTH 00°21'26" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER BETWEEN THE FOUND 2" ALUMINUM CAP IN RANGE BOX AT THE NORTHEAST CORNER THEREOF AND THE FOUND 3 1/4" ALUMINUM CAP LOCATED AT THE SOUTHEAST CORNER THEREOF WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE NORTH 89°42'40" WEST A DISTANCE OF 30.00 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF EAST COUNTY LINE ROAD (COUNTY ROAD NO. 901), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°21'26" WEST A DISTANCE OF 2594.67 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ARAPAHOE DRIVE (COUNTY ROAD NO. 54); THENCE NORTH 89°57'39" WEST A DISTANCE OF 2644.84 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°13'49" WEST A DISTANCE OF 2636.30 FEET ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER TO THE NORTHWEST CORNER THENCE SOUTH 89°42'40" EAST A DISTANCE OF 2701.53 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 158.69 ACRES, MORE OR LESS;

 <b>JANSEN STRAWN</b> CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P.303.751.3333 F.303.681.3339	<b>PROJECT:</b> ERIE FARMS	<b>DATE :</b> 10/19/12	SHEET <b>EX-B</b>
	<b>JOB NO.:</b> 11063	<b>SCALE:</b> N.A.	

**EXHIBIT C**

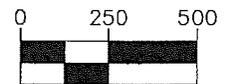
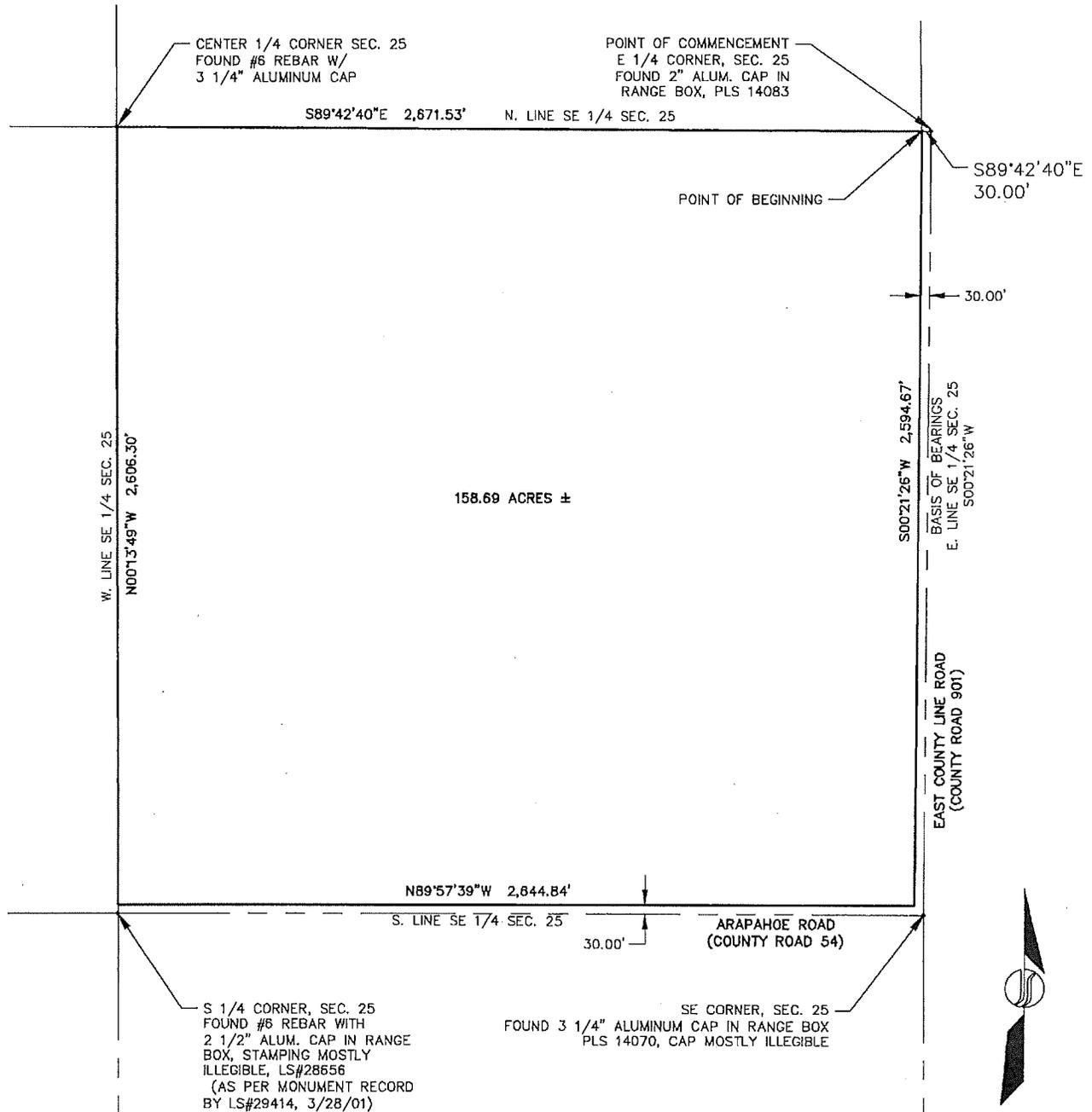
Erie Vicinity Map



**EXHIBIT D**

Initial District Boundary Map

# EXHIBIT D



SCALE: 1" = 500'

 <b>JANSEN STRAWN</b> CONSULTING ENGINEERS 45 WEST 2ND AVENUE DENVER, CO 80223 P.303.581.3333 F.303.561.3332	<b>PROJECT:</b> ERIE FARMS	<b>DATE :</b> 10/19/12	SHEET  <b>EX-D</b>
	<b>JOB NO.:</b> 11063	<b>SCALE:</b> 1"=500'	

**EXHIBIT E**

Description of Public Improvements

**EXHIBIT E**  
**ENGINEER'S PRELIMINARY COST ESTIMATE**  
**ERIE FARMS**  
**October 22, 2012**  
**JN: 11063**

**IMPROVEMENTS**

<u>DESCRIPTION</u>	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<b>I. STREETS</b>				
<b>A. COUNTY LINE ROAD AND ARAPAHOE RD</b>				
6 Inch VERTICAL CURB & GUTTER	5,100	LF	\$ 11.00	\$ 56,100
6 Inch MEDIAN CURB & GUTTER	2,550	LF	9.50	24,225
8 FT. WALK	2,550	LF	14.00	35,700
5 FOOT DETACHED WALK	2,580	LF	11.00	28,380
STREET LIGHTS	12	EA	2,000.00	24,000
CURB RETURN W/ HCR (35' RADIUS)	6	EA	800.00	4,800
MILLING	1	LS	15,000.00	15,000
ASPHALT (10" est.)	14,490	SQ YD	27.00	391,230
SUBGRADE PREPARATION	14,490	SQ YD	2.00	28,980
STRIPING	5,160	LF	0.50	2,580
				<u>2,580</u>
		<b>SUBTOTAL ITEM A</b>	<b>\$</b>	<b>610,995</b>
<b>B. LOCAL ROADS (PUBLIC)</b>				
4 Inch ROLLOVER CURB & GUTTER	45,300	LF	\$ 15.17	\$ 687,201
CURB RETURN W/ HCR (15' RADIUS)	85	EA	600.00	51,000
6 Inch VERTICAL CURB & GUTTER	2,500	LF	11.50	28,750
6 Inch MEDIAN CURB & GUTTER	2,500	LF	9.50	23,750
CROSS PAN	8	EA	4,000.00	32,000
STREET LIGHTS	50	EA	800.00	40,000
5 FOOT DETACHED WALK	47,800	LF	11.00	525,800
SIGNAGE	75	EA	200.00	15,000
RANGE BOX	40	EA	350.00	14,000
ASPHALT (7" est.) (36' FL-FL)	99,000	SQ YD	18.00	1,782,000
SUBGRADE PREPARATION	99,000	SQ YD	2.00	198,000
				<u>198,000</u>
		<b>SUBTOTAL ITEM B</b>	<b>\$</b>	<b>3,397,501</b>
<b>C. TRAILS</b>				
8' NEIGHBORHOOD TRAIL	7,000	LF	\$ 14.00	\$ 98,000
		<b>SUBTOTAL ITEM C</b>	<b>\$</b>	<b>98,000</b>
		<b>SUBTOTAL I</b>	<b>\$</b>	<b>4,106,496</b>

**ENGINEER'S PRELIMINARY COST ESTIMATE**  
**ERIE FARMS**  
**October 22, 2012**  
**JN: 11063**

**IMPROVEMENTS**

<u>DESCRIPTION</u>	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<b>II. UTILITIES</b>				
<b>A. WATER FACILITIES (ENTIRE SITE)</b>				
CONNECT TO EXISTING	1	EA	\$ 800.00	\$ 800
16 Inch DIP W/Bedding	2,580	LF	45.00	116,100
16 Inch tee	3	EA	1,500.00	4,500
16 Inch Butterfly Valve	4	EA	3,500.00	14,000
12 Inch PVC W/Bedding	2,500	LF	36.00	90,000
12 Inch Tee	6	EA	1,050.00	6,300
12 Inch Gate Valve	11	EA	2,700.00	29,700
12 Inch Bend	6	EA	675.00	4,050
12 Inch Cross	4	EA	1,000.00	4,000
12 Inch Blow Off	2	EA	1,753.00	3,506
Water Main Lowering	16	EA	3,000.00	48,000
8 Inch PVC	23,080	LF	23.00	530,840
8 Inch tee	20	EA	850.00	17,000
8 Inch Gate Valve	45	EA	1,457.00	65,565
8 Inch Bend	32	EA	400.00	12,800
8 Inch Cross	4	EA	850.00	3,400
6 Inch Fire Hydrant Assembly	26	EA	4,100.00	106,600
Water Services	428	EA	1,100.00	470,800
SUBTOTAL ITEM A				\$ 1,527,961
<b>B. SANITARY SEWER FACILITIES (ENTIRE SITE)</b>				
8 Inch PVC with Bedding	23,822	LF	\$ 27.00	\$ 643,194
12 Inch PVC with Bedding	1,597	LF	34.00	54,298
15 Inch PVC with Bedding	1,599	LF	40.00	63,960
Channel Crossings	2	EA	5,000.00	10,000
Underdrain	23,822	LF	6.00	142,932
Manhole	87	EA	1,900.00	165,300
Connect to Existing	1	EA	700.00	700
Sewer Services	428	EA	750.00	321,000
SUBTOTAL ITEM B				\$ 1,401,384

**ENGINEER'S PRELIMINARY COST ESTIMATE**  
**ERIE FARMS**  
**October 22, 2012**  
**JN: 11063**

**IMPROVEMENTS**

DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
<b>C. STORM DRAINAGE FACILITIES (ENTIRE SITE)</b>				
18 Inch RCP Storm Sewer	3,100	LF	\$ 40.80	\$ 126,480
24 Inch RCP Storm Sewer	1,000	LF	50.00	50,000
36 Inch RCP Storm Sewer	80	LF	80.00	6,400
48 Inch RCP Storm Sewer	170	LF	115.00	19,550
18 Inch F.E.S.	8	EA	600.00	4,800
24 Inch F.E.S.	4	LF	700.00	2,800
36 Inch F.E.S.	2	LF	1,200.00	2,400
48 Inch Manhole	18	EA	1,850.00	33,300
60 Inch Manhole	4	EA	3,000.00	12,000
5' TYPE R Inlet	16	EA	3,800.00	60,800
10' TYPE R Inlet	6	EA	4,500.00	27,000
15' TYPE R Inlet	5	EA	5,200.00	26,000
Riprap	300	CY	50.00	15,000
Pond Shaping	20,000	CY	3.00	60,000
Pond Outlet	1	EA	8,000.00	8,000
Forebay	12,000	SF	10.00	120,000
4' Concrete Pan	1,000	LF	18.00	18,000
10' Maintenance Road 6" Class 2 Base	500	SF	2.00	1,000
SUBTOTAL ITEM C				\$ 417,050
SUBTOTAL II				\$ 3,346,395

**III. EARTHWORK**

Overlot Grading for roadways	200,000	CY	\$ 2.00	\$ 400,000
Erosion Control	1	LS	50,000.00	50,000
SUBTOTAL III				\$ 450,000

**IV. ADDITIONALS**

Mobilization	12,000	LS	\$ 1.00	\$ 12,000
Permits	12,000	LS	1.00	12,000
Survey	50,000	LS	1.00	50,000
Dry Utility Sleeving	20,000	LS	1.00	20,000
SUBTOTAL IV				\$ 94,000

SUMMARY	
STREET IMPROVEMENTS	\$ 4,106,496
UTILITY IMPROVEMENTS	3,346,395
EARTHWORK	450,000
ADDITIONALS	94,000
CONTINGENCY & NON-ITEMIZED IMPROVEMENTS (10%)	790,289
<b>TOTAL IMPROVEMENTS</b>	<b>\$ 8,787,180</b>

Based on Preliminary Plans Revised 10/22/12

**EXHIBIT F**

Matrix of Ownership and Maintenance

## Erie Farm Metro District

	Constructed by	Ownership	Maintenance
Neighborhood Park	Metro District	Town of Erie	Town of Erie
Pocket Parks	Metro District	HOA	HOA
Storm	Metro District	Town of Erie	Town of Erie
Sanitary	Metro District	Town of Erie	Town of Erie
Water	Metro District	Town of Erie	Town of Erie
Roads	Metro District	Town of Erie	Town of Erie

**EXHIBIT G**

Financing Plan, including sources and uses  
and bond solutions



**ERIE FARM METROPOLITAN DISTRICT**  
 Development Projection at 42.00 (target) Mills for Debt Service, plus Facility Fees  
 Series 2014, Non-Rated G.O. Bonds, 30-year maturity

YEAR	Net Available for Debt Svc	Series 2014 \$8,100,000 Par [Net \$5,848 MM] Net Debt Service	Annual Surplus	Surplus Release @ 50% D/A to 200,000	Cumulative Surplus \$810,000 Target	Total Debt/ Assessed Ratio	Total Debt/ Act'l Value Ratio
2013	0	0	0	0	0	n/a	n/a
2014	180,000	\$0	180,000	0	180,000	1034%	14%
2015	214,162	0	214,162	0	394,162	276%	10%
2016	307,931	0	307,931	0	702,093	161%	8%
2017	399,589	242,282	157,307	0	859,400	115%	6%
2018	486,706	484,564	2,142	51,543	810,000	91%	5%
2019	561,313	484,564	76,749	76,749	810,000	75%	5%
2020	544,058	484,564	59,495	59,495	810,000	65%	5%
2021	565,413	539,564	25,850	25,850	810,000	60%	5%
2022	580,807	576,264	4,543	4,543	810,000	59%	5%
2023	590,341	590,564	(223)	0	809,777	57%	4%
2024	602,148	598,664	3,484	0	813,261	56%	4%
2025	602,148	600,864	1,284	4,545	810,000	54%	4%
2026	614,191	612,464	1,727	1,727	810,000	53%	4%
2027	614,191	612,864	1,327	1,327	810,000	50%	4%
2028	626,474	622,664	3,811	3,811	810,000	49%	4%
2029	626,474	621,264	5,211	615,211	200,000	47%	4%
2030	639,004	634,264	4,740	4,740	200,000	45%	4%
2031	639,004	635,764	3,240	3,240	200,000	43%	3%
2032	651,784	651,364	420	420	200,000	41%	3%
2033	651,784	650,164	1,620	1,620	200,000	38%	3%
2034	664,820	663,064	1,756	1,756	200,000	36%	3%
2035	664,820	664,164	656	656	200,000	33%	3%
2036	678,116	674,064	4,052	4,052	200,000	31%	2%
2037	678,116	677,164	952	952	200,000	28%	2%
2038	691,678	688,764	2,915	2,915	200,000	25%	2%
2039	691,678	688,264	3,415	3,415	200,000	22%	2%
2040	705,512	701,264	4,248	4,248	200,000	19%	1%
2041	705,512	701,864	3,648	3,648	200,000	15%	1%
2042	719,622	715,664	3,958	3,958	200,000	12%	1%
2043	719,622	716,764	2,858	2,858	200,000	8%	1%
2044	734,015	732,564	1,451	201,451	0		
	18,351,030	17,266,299	1,084,731				

[BOct15:2 14nrb]

**ERIE FARM METROPOLITAN DISTRICT**

Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total Available For O&M	Less District Operations @ of \$30,000 Infl. @ 1% or max 8.0 mills	Developer Advances for Operations	Developer Repayment for Operations	Annual Surplus
2013	0	8,000	0	0	0	30,000	30,000	0	0
2014	763,000	8,000	6,139	368	6,507	30,300	23,793	0	0
2015	2,932,200	8,000	22,988	1,379	24,368	30,603	6,235	0	0
2016	5,033,034	8,000	39,459	2,368	41,827	30,909	0	10,917	0
2017	7,029,769	8,000	55,113	3,307	58,420	31,218	0	27,202	0
2018	8,854,368	8,000	69,418	4,165	73,583	31,530	0	21,909	20,144
2019	10,865,518	2,821	30,043	1,803	31,846	31,846	0	0	0
2020	12,386,388	2,500	30,343	1,821	32,164	32,164	0	0	0
2021	13,312,216	2,349	30,647	1,839	32,486	32,486	0	0	0
2022	13,530,740	2,334	30,953	1,857	32,811	32,811	0	0	0
2023	13,801,355	2,311	31,263	1,876	33,139	33,139	0	0	0
2024	13,801,355	2,335	31,576	1,895	33,470	33,470	0	0	0
2025	14,077,382	2,312	31,891	1,913	33,805	33,805	0	0	0
2026	14,077,382	2,335	32,210	1,933	34,143	34,143	0	0	0
2027	14,358,929	2,312	32,532	1,952	34,484	34,484	0	0	0
2028	14,358,929	2,335	32,858	1,971	34,829	34,829	0	0	0
2029	14,646,108	2,312	33,186	1,991	35,177	35,177	0	0	0
2030	14,646,108	2,335	33,518	2,011	35,529	35,529	0	0	0
2031	14,939,030	2,312	33,853	2,031	35,884	35,884	0	0	0
2032	14,939,030	2,335	34,192	2,052	36,243	36,243	0	0	0
2033	15,237,811	2,313	34,534	2,072	36,606	36,606	0	0	0
2034	15,237,811	2,336	34,879	2,093	36,972	36,972	0	0	0
2035	15,542,567	2,313	35,228	2,114	37,341	37,341	0	0	0
2036	15,542,567	2,336	35,580	2,135	37,715	37,715	0	0	0
2037	15,853,418	2,313	35,936	2,156	38,092	38,092	0	0	0
2038	15,853,418	2,336	36,295	2,178	38,473	38,473	0	0	0
2039	16,170,487	2,313	36,658	2,199	38,858	38,858	0	0	0
2040	16,170,487	2,336	37,025	2,221	39,246	39,246	0	0	0
2041	16,493,896	2,313	37,395	2,244	39,639	39,639	0	0	0
2042	16,493,896	2,337	37,769	2,266	40,035	40,035	0	0	0
2043	16,823,774	2,314	38,147	2,289	40,435	40,435	0	0	0
2044									
			1,041,629	62,498	1,104,127	1,083,982	60,028	60,028	20,144

**ERIE FARM METROPOLITAN DISTRICT**  
 Development Projection (updated 10/15/12)

YEAR	Residential Development						SFDs - 140						SFDs - 56						SFDs - 66					
	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed	Price Inflated @ 2%	Market Value		# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed	Price Inflated @ 2%	Market Value		# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed	Price Inflated @ 2%	Market Value	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed	Price Inflated @ 2%	Market Value		
2013	24	600,000	0		0		24	720,000	0		0		24	840,000	0		0	24	840,000	0		0		
2014	24	0	0	\$250,000	6,000,000		24	0	0	\$300,000	7,200,000		24	0	0	\$350,000	8,400,000	24	0	0	\$350,000	8,400,000	0	
2015	24	0	24	255,000	6,120,000		24	0	24	305,000	7,344,000		24	0	24	357,000	8,568,000	24	0	24	357,000	8,568,000	0	
2016	24	0	24	260,100	6,242,400		24	0	24	312,120	7,490,880		24	0	24	364,140	8,739,360	24	0	24	364,140	8,739,360	0	
2017	24	0	24	265,302	6,367,248		24	0	24	318,362	7,640,688		24	0	24	371,423	8,914,147	24	0	24	371,423	8,914,147	0	
2018	22	(50,000)	24	270,608	6,494,593		24	0	24	324,730	7,793,512		24	0	24	378,851	9,092,430	24	0	24	378,851	9,092,430	0	
2019	0	(550,000)	22	276,020	6,072,444		4	(600,000)	24	331,224	7,949,382		24	(490,000)	24	386,428	9,274,279	24	(490,000)	24	394,157	9,459,764	0	
2020	0	0	0	281,541	0		0	(120,000)	4	337,849	1,351,395		0	(350,000)	10	402,040	4,020,400	0	(350,000)	10	402,040	4,020,400	0	
2021	0	0	0	287,171	0		0	0	0	344,606	0		0	0	0	410,081	0	0	0	0	410,081	0	0	
2022	0	0	0	292,915	0		0	0	0	351,498	0		0	0	0	418,282	0	0	0	0	418,282	0	0	
2023	0	0	0	288,773	0		0	0	0	358,528	0		0	0	0	426,648	0	0	0	0	426,648	0	0	
2024	0	0	0	304,749	0		0	0	0	365,698	0		0	0	0	435,181	0	0	0	0	435,181	0	0	
2025	0	0	0	310,844	0		0	0	0	373,012	0		0	0	0	443,885	0	0	0	0	443,885	0	0	
2026	0	0	0	317,060	0		0	0	0	380,473	0		0	0	0	452,762	0	0	0	0	452,762	0	0	
2027	0	0	0	323,402	0		0	0	0	388,082	0		0	0	0	461,818	0	0	0	0	461,818	0	0	
2028	0	0	0	329,870	0		0	0	0	395,844	0		0	0	0	471,054	0	0	0	0	471,054	0	0	
2029	0	0	0	336,467	0		0	0	0	403,761	0		0	0	0	480,475	0	0	0	0	480,475	0	0	
2030	0	0	0	343,196	0		0	0	0	411,836	0		0	0	0		0	0	0	0		0	0	
	142	0	142		37,296,685		148	0	148		46,769,866		178	0	178		66,468,380	142	0	142		66,468,380	0	

**ERIE FARM METROPOLITAN DISTRICT**

Development Projection (updated 10/15/12)

YEAR	SFDS - 20K SE										Residential Summary		
	# Lots Devel'd	Incr(Deacr) in Finished Lot Value @ 10%	# Units Completed	Price Inflated @ 2%	Market Value	Total Residential Market Value	Total Res'l Units	Total SFD Facility Fees @ \$2,500/unit	Annual Market Value +/- of Platted & Developed Lots				
2013	12	540,000	0	0	0	\$0	0	0	2,700,000				
2014	12	0	12	\$450,000	5,400,000	27,000,000	84	180,000	0				
2015	5	(315,000)	12	459,000	5,508,000	27,540,000	84	180,000	(315,000)				
2016	0	(225,000)	5	488,180	2,340,900	24,813,540	77	180,000	(225,000)				
2017	0	0	0	477,544	0	22,922,093	72	180,000	0				
2018	0	0	0	487,094	0	23,380,535	72	180,000	(50,000)				
2019	0	0	0	496,836	0	23,296,105	70	175,000	(1,150,000)				
2020	0	0	0	506,773	0	10,811,159	28	70,000	(610,000)				
2021	0	0	0	516,909	0	4,020,400	10	25,000	(350,000)				
2022	0	0	0	527,247	0	0	0	0	0				
2023	0	0	0	537,792	0	0	0	0	0				
2024	0	0	0	548,547	0	0	0	0	0				
2025	0	0	0	559,518	0	0	0	0	0				
2026	0	0	0	570,709	0	0	0	0	0				
2027	0	0	0	582,123	0	0	0	0	0				
2028	0	0	0	593,765	0	0	0	0	0				
2029	0	0	0	605,641	0	0	0	0	0				
2030	0	0	0	617,754	0	0	0	0	0				
	29	0	29		13,248,900	163,783,831	497	1,170,000	0				

**SOURCES AND USES OF FUNDS**  
**ERIE FARM METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2014**  
**Non-Rated, 42 Mills, 2044 Final Maturity**  
**[ Preliminary -- for discussion only ]**

Dated Date                   12/01/2014  
 Delivery Date               12/01/2014

**Sources:**

<hr/>	
Bond Proceeds:	
Par Amount	8,100,000.00
<hr/>	
	8,100,000.00
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**Uses:**

<hr/>	
Project Fund Deposits:	
Project Fund Deposit	5,848,205.99
Other Fund Deposits:	
Capitalized Interest Fund	1,209,594.01
Debt Service Reserve Fund	718,200.00
	<hr/>
	1,927,794.01
Delivery Date Expenses:	
Cost of Issuance	324,000.00
<hr/>	
	8,100,000.00
<hr/>	

**BOND SUMMARY STATISTICS**  
**ERIE FARM METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2014**  
**Non-Rated, 42 Mills, 2044 Final Maturity**  
**[ Preliminary -- for discussion only ]**

Dated Date	12/01/2014
Delivery Date	12/01/2014
First Coupon	06/01/2015
Last Maturity	12/01/2044
Arbitrage Yield	6.000000%
True Interest Cost (TIC)	6.000000%
Net Interest Cost (NIC)	6.000000%
All-In TIC	6.342695%
Average Coupon	6.000000%
Average Life (years)	22.920
Duration of Issue (years)	12.398
Par Amount	8,100,000.00
Bond Proceeds	8,100,000.00
Total Interest	11,139,000.00
Net Interest	11,139,000.00
Bond Years from Dated Date	185,650,000.00
Bond Years from Delivery Date	185,650,000.00
Total Debt Service	19,239,000.00
Maximum Annual Debt Service	1,452,200.00
Average Annual Debt Service	641,300.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
<hr/>	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2044	8,100,000.00	100.000	6.000%	22.920	11/01/2037	11,259.00
	8,100,000.00			22.920		11,259.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,100,000.00	8,100,000.00	8,100,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-324,000.00	
- Other Amounts			
Target Value	8,100,000.00	7,776,000.00	8,100,000.00
Target Date	12/01/2014	12/01/2014	12/01/2014
Yield	6.000000%	6.342695%	6.000000%

## BOND DEBT SERVICE

### ERIE FARM METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2014 Non-Rated, 42 Mills, 2044 Final Maturity [ Preliminary -- for discussion only ]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2015			243,000	243,000	
12/01/2015			243,000	243,000	486,000
06/01/2016			243,000	243,000	
12/01/2016			243,000	243,000	486,000
06/01/2017			243,000	243,000	
12/01/2017			243,000	243,000	486,000
06/01/2018			243,000	243,000	
12/01/2018			243,000	243,000	486,000
06/01/2019			243,000	243,000	
12/01/2019			243,000	243,000	486,000
06/01/2020			243,000	243,000	
12/01/2020			243,000	243,000	486,000
06/01/2021			243,000	243,000	
12/01/2021	55,000	6.000%	243,000	298,000	541,000
06/01/2022			241,350	241,350	
12/01/2022	95,000	6.000%	241,350	336,350	577,700
06/01/2023			238,500	238,500	
12/01/2023	115,000	6.000%	238,500	353,500	592,000
06/01/2024			235,050	235,050	
12/01/2024	130,000	6.000%	235,050	365,050	600,100
06/01/2025			231,150	231,150	
12/01/2025	140,000	6.000%	231,150	371,150	602,300
06/01/2026			226,950	226,950	
12/01/2026	160,000	6.000%	226,950	386,950	613,900
06/01/2027			222,150	222,150	
12/01/2027	170,000	6.000%	222,150	392,150	614,300
06/01/2028			217,050	217,050	
12/01/2028	190,000	6.000%	217,050	407,050	624,100
06/01/2029			211,350	211,350	
12/01/2029	200,000	6.000%	211,350	411,350	622,700
06/01/2030			205,350	205,350	
12/01/2030	225,000	6.000%	205,350	430,350	635,700
06/01/2031			198,600	198,600	
12/01/2031	240,000	6.000%	198,600	438,600	637,200
06/01/2032			191,400	191,400	
12/01/2032	270,000	6.000%	191,400	461,400	652,800
06/01/2033			183,300	183,300	
12/01/2033	285,000	6.000%	183,300	468,300	651,600
06/01/2034			174,750	174,750	
12/01/2034	315,000	6.000%	174,750	489,750	664,500
06/01/2035			165,300	165,300	
12/01/2035	335,000	6.000%	165,300	500,300	665,600
06/01/2036			155,250	155,250	
12/01/2036	365,000	6.000%	155,250	520,250	675,500
06/01/2037			144,300	144,300	
12/01/2037	390,000	6.000%	144,300	534,300	678,600
06/01/2038			132,600	132,600	
12/01/2038	425,000	6.000%	132,600	557,600	690,200
06/01/2039			119,850	119,850	
12/01/2039	450,000	6.000%	119,850	569,850	689,700
06/01/2040			106,350	106,350	
12/01/2040	490,000	6.000%	106,350	596,350	702,700
06/01/2041			91,650	91,650	
12/01/2041	520,000	6.000%	91,650	611,650	703,300
06/01/2042			76,050	76,050	
12/01/2042	565,000	6.000%	76,050	641,050	717,100
06/01/2043			59,100	59,100	
12/01/2043	600,000	6.000%	59,100	659,100	718,200
06/01/2044			41,100	41,100	
12/01/2044	1,370,000	6.000%	41,100	1,411,100	1,452,200
	8,100,000		11,139,000	19,239,000	19,239,000

**NET DEBT SERVICE**

**ERIE FARM METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2014  
Non-Rated, 42 Mills, 2044 Final Maturity  
[ Preliminary -- for discussion only ]**

<b>Period Ending</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Debt Service</b>	<b>Debt Service Reserve Fund</b>	<b>Capitalized Interest Fund</b>	<b>Net Debt Service</b>
12/01/2015		486,000	486,000		-486,000	
12/01/2016		486,000	486,000		-486,000	
12/01/2017		486,000	486,000	-718.20	-243,000	242,281.80
12/01/2018		486,000	486,000	-1,436.40		484,563.60
12/01/2019		486,000	486,000	-1,436.40		484,563.60
12/01/2020		486,000	486,000	-1,436.40		484,563.60
12/01/2021	55,000	486,000	541,000	-1,436.40		539,563.60
12/01/2022	95,000	482,700	577,700	-1,436.40		576,263.60
12/01/2023	115,000	477,000	592,000	-1,436.40		590,563.60
12/01/2024	130,000	470,100	600,100	-1,436.40		598,663.60
12/01/2025	140,000	462,300	602,300	-1,436.40		600,863.60
12/01/2026	160,000	453,900	613,900	-1,436.40		612,463.60
12/01/2027	170,000	444,300	614,300	-1,436.40		612,863.60
12/01/2028	190,000	434,100	624,100	-1,436.40		622,663.60
12/01/2029	200,000	422,700	622,700	-1,436.40		621,263.60
12/01/2030	225,000	410,700	635,700	-1,436.40		634,263.60
12/01/2031	240,000	397,200	637,200	-1,436.40		635,763.60
12/01/2032	270,000	382,800	652,800	-1,436.40		651,363.60
12/01/2033	285,000	366,600	651,600	-1,436.40		650,163.60
12/01/2034	315,000	349,500	664,500	-1,436.40		663,063.60
12/01/2035	335,000	330,600	665,600	-1,436.40		664,163.60
12/01/2036	365,000	310,500	675,500	-1,436.40		674,063.60
12/01/2037	390,000	288,600	678,600	-1,436.40		677,163.60
12/01/2038	425,000	265,200	690,200	-1,436.40		688,763.60
12/01/2039	450,000	239,700	689,700	-1,436.40		688,263.60
12/01/2040	490,000	212,700	702,700	-1,436.40		701,263.60
12/01/2041	520,000	183,300	703,300	-1,436.40		701,863.60
12/01/2042	565,000	152,100	717,100	-1,436.40		715,663.60
12/01/2043	600,000	118,200	718,200	-1,436.40		716,763.60
12/01/2044	1,370,000	82,200	1,452,200	-719,636.40		732,563.60
	<b>8,100,000</b>	<b>11,139,000</b>	<b>19,239,000</b>	<b>-757,701.00</b>	<b>-1,215,000</b>	<b>17,266,299.00</b>

**EXHIBIT H**

District Election Questions

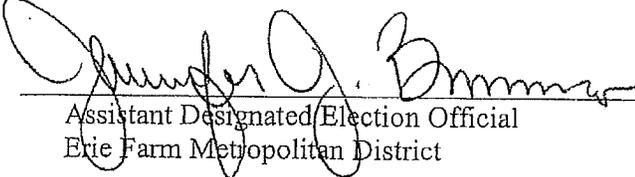
ERIE FARM METROPOLITAN DISTRICT  
ORGANIZATIONAL SPECIAL DISTRICT ELECTION  
NOVEMBER 7, 2006

CERTIFICATION OF BALLOT

STATE OF COLORADO )  
 )  
COUNTY OF BOULDER ) ss.  
 )  
ERIE FARM METROPOLITAN DISTRICT )

Pursuant to Section 1-5-203(3)(a), C.R.S., I, Jennifer Brusso, Assistant Designated Election Official for the organizational election of the proposed Erie Farm Metropolitan District, Town of Erie, Boulder County, Colorado, hereby certify the attached order of ballot and ballot content for the organizational election to be held by independent mail ballot on November 7, 2006.

DONE AND SIGNED this 8<sup>th</sup> day of September, 2006.

  
Assistant Designated Election Official  
Erie Farm Metropolitan District

Shall Erie Farm Metropolitan District, Town of Erie, County of Boulder, Colorado, be organized as a special district pursuant to Article 1 of Title 32, C.R.S. and pursuant to its service plan?

Vote for not more than two (2) Directors, to serve until the next regular special district election (May 2008)

April Rachel Richards

Jacob Allen Bakker

Vote for not more than three (3) Directors, to serve until the second regular special district election (May 2010)

Dan Mitchell Trevey

John T. McShane

Tom Kaufman

**ERIE FARM METROPOLITAN DISTRICT BALLOT ISSUE 5A: Operations tax increase:**

SHALL ERIE FARM METROPOLITAN DISTRICT TAXES BE INCREASED \$500,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S OPERATIONS, MAINTENANCE, AND OTHER EXPENSES: SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING THE DISTRICT'S OPERATIONS, MAINTENANCE, AND OTHER EXPENSES; AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE IN 2007 AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR SECTION 29-1-301, COLORADO REVISED STATUTES, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

**ERIE FARM METROPOLITAN DISTRICT BALLOT ISSUE 5B: TABOR exemption for non-ad valorem tax revenues:**

SHALL ERIE FARM METROPOLITAN DISTRICT BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ANY AND ALL AMOUNTS ANNUALLY FROM ANY REVENUE SOURCES WHATSOEVER OTHER THAN AD VALOREM TAXES, INCLUDING BUT NOT LIMITED TO TAP FEES, FACILITY FEES, SERVICE CHARGES, INSPECTION CHARGES, ADMINISTRATIVE CHARGES, GRANTS, OR ANY OTHER FEE, RATE, TOLL, PENALTY, INCOME, OR CHARGE IMPOSED, COLLECTED, OR AUTHORIZED BY LAW TO BE IMPOSED OR COLLECTED BY THE DISTRICT, AND SHALL SUCH REVENUES BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

**ERIE FARM METROPOLITAN DISTRICT BALLOT ISSUE 5C: Debt for street purposes:**

SHALL ERIE FARM METROPOLITAN DISTRICT DEBT BE INCREASED \$7,378,000.00, WITH A REPAYMENT COST OF \$60,499,600.00; AND SHALL ERIE FARM METROPOLITAN DISTRICT TAXES BE INCREASED \$60,499,600.00 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT; SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, STREET IMPROVEMENTS INCLUDING CURBS, GUTTERS, CULVERTS, OTHER DRAINAGE FACILITIES, SIDEWALKS, BRIDGES, PARKING FACILITIES, PAVING, LIGHTING, GRADING, LANDSCAPING, AND OTHER STREET IMPROVEMENTS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND PERIODICALLY AS MAY BE DETERMINED BY THE DISTRICT BOARD, SUCH DEBT TO BE SOLD IN

ONE SERIES OR MORE AT A PRICE ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

**ERIE FARM METROPOLITAN DISTRICT BALLOT ISSUE 5D: Debt for park and recreation purposes:**

SHALL ERIE FARM METROPOLITAN DISTRICT DEBT BE INCREASED \$4,334,000.00, WITH A REPAYMENT COST OF \$35,538,800.00; AND SHALL ERIE FARM METROPOLITAN DISTRICT TAXES BE INCREASED \$35,538,800.00 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, PARKS AND RECREATIONAL FACILITIES, IMPROVEMENTS, AND PROGRAMS, INCLUDING PARKS, BIKE PATHS AND PEDESTRIAN WAYS, OPEN SPACE, LANDSCAPING, CULTURAL ACTIVITIES, COMMUNITY RECREATION CENTERS, WATER BODIES, IRRIGATION FACILITIES, AND OTHER ACTIVE AND PASSIVE RECREATION

FACILITIES AND PROGRAMS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND PERIODICALLY AS MAY BE DETERMINED BY THE DISTRICT BOARD, SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

**ERIE FARM METROPOLITAN DISTRICT BALLOT ISSUE 5E: Debt for water purposes:**

SHALL ERIE FARM METROPOLITAN DISTRICT DEBT BE INCREASED \$1,069,200.00, WITH A REPAYMENT COST OF \$8,767,440.00; AND SHALL ERIE FARM METROPOLITAN DISTRICT TAXES BE INCREASED \$8,767,440.00 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR

ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A COMPLETE POTABLE AND NON-POTABLE WATER SUPPLY, STORAGE, TRANSMISSION, AND DISTRIBUTION SYSTEM, INCLUDING TRANSMISSION LINES, DISTRIBUTION MAINS AND LATERALS, IRRIGATION FACILITIES, AND STORAGE FACILITIES, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND PERIODICALLY AS MAY BE DETERMINED BY THE DISTRICT BOARD, SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

**ERIE FARM METROPOLITAN DISTRICT BALLOT ISSUE 5F: Debt for sanitation purposes:**

SHALL ERIE FARM METROPOLITAN DISTRICT DEBT BE INCREASED \$3,699,200.00 WITH A REPAYMENT COST OF \$30,333,440.00; AND SHALL ERIE FARM METROPOLITAN DISTRICT TAXES BE INCREASED \$30,333,440.00 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A COMPLETE LOCAL SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEM, INCLUDING COLLECTION MAINS AND LATERALS, TRANSMISSION LINES, TREATMENT FACILITIES, STORM SEWER, FLOOD, AND SURFACE DRAINAGE FACILITIES AND SYSTEMS, AND DETENTION AND RETENTION PONDS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND PERIODICALLY AS MAY BE DETERMINED BY THE DISTRICT BOARD, SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT

REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

**ERIE FARM METROPOLITAN DISTRICT BALLOT ISSUE 5G: Debt for safety protection purposes:**

SHALL ERIE FARM METROPOLITAN DISTRICT DEBT BE INCREASED \$1,000,000.00, WITH A REPAYMENT COST OF \$8,200,000.00; AND SHALL ERIE FARM METROPOLITAN DISTRICT TAXES BE INCREASED \$8,200,000.00 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SYSTEM OF TRAFFIC AND SAFETY CONTROLS AND DEVICES ON STREETS AND HIGHWAYS AND AT RAILROAD CROSSINGS, INCLUDING TRAFFIC SIGNALS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND PERIODICALLY AS MAY BE DETERMINED BY THE DISTRICT BOARD, SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF,

PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

**ERIE FARM METROPOLITAN DISTRICT BALLOT ISSUE 5H: Debt for public transportation purposes:**

SHALL ERIE FARM METROPOLITAN DISTRICT DEBT BE INCREASED \$500,000.00, WITH A REPAYMENT COST OF \$4,100,000.00; AND SHALL ERIE FARM METROPOLITAN DISTRICT TAXES BE INCREASED \$4,100,000.00 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SYSTEM TO TRANSPORT THE PUBLIC BY BUS, RAIL, OR ANY OTHER MEANS OF CONVEYANCE, OR ANY COMBINATION THEREOF, INCLUDING PUBLIC TRANSPORTATION SYSTEM IMPROVEMENTS, TRANSPORTATION EQUIPMENT, PARK AND RIDE FACILITIES, PUBLIC PARKING LOTS, STRUCTURES, ROOFS, COVERS, AND FACILITIES, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND PERIODICALLY AS MAY BE DETERMINED BY THE DISTRICT BOARD, SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT,

INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

**ERIE FARM METROPOLITAN DISTRICT BALLOT ISSUE 5I: Debt for mosquito control purposes:**

SHALL ERIE FARM METROPOLITAN DISTRICT DEBT BE INCREASED \$500,000.00, WITH A REPAYMENT COST OF \$4,100,000.00; AND SHALL ERIE FARM METROPOLITAN DISTRICT TAXES BE INCREASED \$4,100,000.00 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, FACILITIES, PROPERTIES, AND EQUIPMENT FOR THE ELIMINATION AND CONTROL OF MOSQUITOES, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND PERIODICALLY AS MAY BE DETERMINED BY THE DISTRICT BOARD, SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING

PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

**ERIE FARM METROPOLITAN DISTRICT BALLOT ISSUE 5J: Debt for operations purposes:**

SHALL ERIE FARM METROPOLITAN DISTRICT DEBT BE INCREASED \$500,000.00, WITH A REPAYMENT COST OF \$4,100,000.00; AND SHALL ERIE FARM METROPOLITAN DISTRICT TAXES BE INCREASED \$4,100,000.00 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED TO PAY THE COSTS OF OPERATING, MAINTAINING, OR OTHERWISE PROVIDING SYSTEMS, OPERATIONS, AND ADMINISTRATION TO CARRY OUT THE OBJECTS AND PURPOSES FOR WHICH THE DISTRICT WAS ORGANIZED, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT PROPERTIES, FACILITIES, EQUIPMENT, PERSONNEL, CONTRACTORS, CONSULTANTS, AND COSTS AND ALL LAND, EASEMENTS, AND APPURTENANCES NECESSARY OR APPROPRIATE IN CONNECTION THEREWITH, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH

DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

**ERIE FARM METROPOLITAN DISTRICT BALLOT ISSUE 5K: Debt for refunding purposes:**

SHALL ERIE FARM METROPOLITAN DISTRICT DEBT BE INCREASED \$18,980,400.00, WITH A REPAYMENT COST OF \$155,639,280.00; AND SHALL ERIE FARM METROPOLITAN DISTRICT TAXES BE INCREASED \$155,639,280.00 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS ISSUED FOR THE PURPOSE OF REFUNDING, PAYING, OR DEFEASING, IN WHOLE OR IN PART, BONDS, NOTES, OR OTHER FINANCIAL OBLIGATIONS OF THE DISTRICT; SUCH DEBT TO BEAR INTEREST AT A RATE TO BE DETERMINED BY THE DISTRICT BOARD, WHICH INTEREST RATE MAY BE HIGHER THAN THE INTEREST RATE BORNE BY THE OBLIGATIONS BEING REFUNDED; SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND PERIODICALLY AS MAY BE DETERMINED BY THE DISTRICT BOARD, SUCH DEBT TO BE SOLD IN ONE SERIES OR MORE AT A PRICE

ABOVE, BELOW, OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND ON SUCH TERMS AND CONDITIONS AS THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OF THE DEBT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM IN AN AMOUNT NOT IN EXCESS OF 5% OF THE PRINCIPAL AMOUNT BEING REDEEMED, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

**ERIE FARM METROPOLITAN DISTRICT BALLOT QUESTION 1: Waiver of term limitations:**

Shall members of the Board of Directors of the Erie Farm Metropolitan District be authorized to serve without limitation on their terms of office pursuant to the right granted to the voters of the District in Article XVIII, Section 11 of the Colorado Constitution to lengthen, shorten, or eliminate the limitations on the terms of office imposed by such section?

**ERIE FARM METROPOLITAN DISTRICT BALLOT QUESTION 2: Authorization to exercise public transportation authority:**

Shall Erie Farm Metropolitan District be authorized to exercise the power to establish, maintain, and operate a system to transport the public by bus, rail, or any other means of conveyance, or any combination thereof, and may the District contract to undertake such activities?

**EXHIBIT I**

Underwriter Commitment Letter



**D.A. Davidson & Co.**  
member SIPC

February 13, 2013

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

***RE: Erie Farm Metropolitan District***

To Whom It May Concern:

D.A. Davidson is engaged as investment banker for Erie Farm Metropolitan District. We have reviewed the amended service plan and the cash flow analyses, which demonstrate the feasibility of the financing based on assumptions provided by the developer.

Based on our work thus far and our understanding of, and experience with, the financial markets, we believe the debt assumptions included in the financial analysis are reasonable. Our engagement provides that we will serve as underwriter to the District's voter authorized debt once sufficient credit support can be identified based on assessed value, guarantees provided by the Developer and/or other forms of credit enhancement.

Please do not hesitate to contact me with any questions.

Sincerely,

D.A. Davidson & Co. Fixed Income Capital Markets

---

Samuel R. Sharp  
Managing Director

D.A. Davidson & Co. Fixed Income Capital Markets  
1600 Broadway, Suite 1100 • Denver, Colorado 80202-4922 • (303) 764-6000 • (800) 942-7557 • Fax (303) 764-5770  
[www.dadavidson.com](http://www.dadavidson.com)

**D.A. Davidson & Co.**  
Member SIPC

## **EXHIBIT J**

### Form of Disclosure

Special Taxing District. The property is located within the boundaries of Erie Farm Metropolitan District, a special taxing district (the "District"). The District has issued or expects to issue bonds that are paid by revenues produced from annual tax levies on the taxable property within the District. The buyer should investigate the financing plans of the District, proposed or existing mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

**EXHIBIT K**

Proof of Ownership and Encumbrances



**Land Title**  
GUARANTEE COMPANY  
WWW.LTGC.COM

# Land Title Guarantee Company

Date: 02-11-2013

Our Order Number: ABC70363698.1

**Property Address:**

ERIE FARMS MINOR SUBDIVISION

**Buyer/Borrower:**

**Seller/Owner:**

SCM - GRP ERIE, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
SCM - LOWRIE, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
SCM - POG, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
GYF INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,

Need a map or directions for your upcoming closing? Check out Land Title's web site at [www.ltgc.com](http://www.ltgc.com) for directions to any of our 54 office locations.

### ESTIMATE OF TITLE FEES

ALTA Owners Policy 06-17-06

TBD

*If Land Title Guarantee Company will be closing this transaction, above fees will be collected at that time.*

**TOTAL**

**\$0.00**

First American Title Insurance Company

ALTA COMMITMENT

Our Order No. ABC70363698.1

Schedule A

Cust. Ref.:

**Property Address:**

ERIE FARMS MINOR SUBDIVISION

1. **Effective Date:** February 01, 2013 at 5:00 P.M.

2. **Policy to be Issued, and Proposed Insured:**

"ALTA" Owner's Policy 06-17-06

\$0.00

Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A Fee Simple

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

SEE ATTACHED

5. **The Land referred to in this Commitment is described as follows:**

~~SEE ATTACHED PAGE(S) FOR LEGAL DESCRIPTION~~

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

SCM - GRP ERIE, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
SCM - LOWRIE, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
SCM - POG, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
GYF INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
DOODLBBUG INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,

SCM - NEAL, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
SCM - GOLDENSON, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
GRASS SHACK INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED  
PARTNERSHIP,  
WATTSUP, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
NEAL MANAGEMENT LLC, AN ARIZONA LIMITED LIABILITY COMPANY,  
SCM-JC ZAHARIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
LS TYLER INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
TK COWLEY INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,

SCM - BLOOM, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP,  
THE ALLEN-COWLEY LIVING TRUST DATED DECEMBER 19, 2007,  
AND THE COWLEY FAMILY FOUNDATION,  
AS THEIR INTERESTS MAY APPEAR,  
AS TO PARCEL I  
AND

JOHN MCSHANE,  
THOMAS KAUFMAN,  
JACOB A. BAKKER,  
APRIL RICHARDS,  
DEBRA C. MITCHELL,  
AND  
COWLEY MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,  
AS THEIR INTERESTS MAY APPEAR  
AS TO PARCEL II

**LEGAL DESCRIPTION**

**PARCEL I:**

A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:**

S 00 DEGREES 14 MINUTES 35 SECONDS W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER BETWEEN THE FOUND 2" ALUMINUM CAP IN RANGE BOX AT THE NORTHEAST CORNER THEREOF AND THE FOUND 3 1/4" ALUMINUM CAP LOCATED AT THE SOUTHEAST CORNER THEREOF WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 25;

THENCE N 89 DEGREES 42 MINUTES 39 SECONDS W A DISTANCE OF 30.00 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF EAST COUNTY LINE ROAD (COUNTY ROAD NO. 901) AND THE POINT OF BEGINNING;

THENCE S 00 DEGREES 14 MINUTES 35 SECONDS W A DISTANCE OF 2594.39 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ARAPAHOE DRIVE (COUNTY ROAD NO. 54);

THENCE N 89 DEGREES 57 MINUTES 47 SECONDS W A DISTANCE OF 2649.57 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER;

THENCE N 00 DEGREES 14 MINUTES 08 SECONDS W A DISTANCE OF 2606.17 FEET ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER TO THE NORTHWEST CORNER THEREOF;

THENCE S 89 DEGREES 42 MINUTES 39 SECONDS E A DISTANCE OF 2671.32 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING

**EXCEPT THE FOLLOWING DESCRIBED PARCEL:**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER, AS MONUMENTED BY A 2-1/2" ALUMINUM CAP, STAMPED LS 28656, WHENCE THE SOUTHEAST QUARTER CORNER, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP, STAMPED PLS 14070, BEARS S 89 DEGREES 57 MINUTES 47 SECONDS E, A DISTANCE OF 2679.57 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE N 00 DEGREES 14 MINUTES 08 SECONDS W, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, N 00 DEGREES 14 MINUTES 08 SECONDS W, A DISTANCE OF 261.89 FEET;

THENCE S 89 DEGREES 57 MINUTES 47 SECONDS E, ALONG A LINE 261.89 FEET NORTHERLY AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 117.15 FEET;

THENCE S 00 DEGREES 14 MINUTES 08 SECONDS E, ALONG A LINE 117.15 FEET EASTERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 261.89 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE N 89 DEGREES 57 MINUTES 47 SECONDS W, ALONG SAID SOUTH LINE, A DISTANCE

**LEGAL DESCRIPTION**

OF 117.15 FEET TO THE POINT OF BEGINNING.

**PARCEL II:**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER, AS MONUMENTED BY A 2-1/2" ALUMINUM CAP, STAMPED LS 28656, WHENCE THE SOUTHEAST QUARTER CORNER, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP, STAMPED PLS 14070, BEARS S 89 DEGREES 57 MINUTES 47 SECONDS E, A DISTANCE OF 2679.57 FEET FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE N 00 DEGREES 14 MINUTES 08 SECONDS W, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, N 00 DEGREES 14 MINUTES 08 SECONDS W, A DISTANCE OF 261.89 FEET;

THENCE S 89 DEGREES 57 MINUTES 47 SECONDS E, ALONG A LINE 261.89 FEET NORTHERLY AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 117.15 FEET;

THENCE S 00 DEGREES 14 MINUTES 08 SECONDS E, ALONG A LINE 117.15 FEET EASTERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 261.89 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE N 89 DEGREES 57 MINUTES 47 SECONDS W, ALONG SAID SOUTH LINE, A DISTANCE OF 117.15 FEET TO THE POINT OF BEGINNING.

ALTA COMMITMENT

Schedule B - Section 1

(Requirements)

Our Order No. ABC70363698.1

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Item (c) Payment of all taxes, charges or assessments levied and assessed against the subject premises which are due and payable.

Item (d) Additional requirements, if any disclosed below:

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

ALTA COMMITMENT

Schedule B - Section 2

(Exceptions)

Our Order No. ABC70363698.1

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. LEASES AND/OR TENANCIES.
9. OIL AND GAS LEASE BETWEEN MARY P. YOUNG AKA MARY PATRICIA BRENNAN YOUNG AND MARTIN OIL SERVICE, INC., RECORDED NOVEMBER 28, 1978 UNDER RECEPTION NO. 311444 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.  
  
AFFIDAVITS OF EXTENTION IN CONNECTION WITH SAID LEASE RECORDED JANUARY 18, 1982 UNDER RECEPTION NO. 480059 AND MAY 15, 1997 UNDER RECEPTION NO. 1698739.  
  
DECLARATION OF UNITIZATIONS IN CONNECTION WITH SAID LEASE RECORDED AUGUST 7, 1991 UNDER RECEPTION NO. 1121903 AND MARCH 17, 1992 UNDER RECEPTION NO. 1168173 AND OCTOBER 21, 1992 UNDER RECEPTION NO. 1231402.
10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 21, 1997, UNDER RECEPTION NO. 1671966.

ALTA COMMITMENT

Schedule B - Section 2

(Exceptions)

Our Order No. ABC70363698.1

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

11. THE EFFECT OF REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT, RECORDED MAY 17, 2002, UNDER RECEPTION NO. 2288463.
12. THE EFFECT OF NOTICE OF RIGHT TO USE SURFACE OF LANDS, RECORDED OCTOBER 17, 2005, UNDER RECEPTION NO. 2730042.
13. TERMS, CONDITIONS AND PROVISIONS OF TENANTS-IN-COMMON AGREEMENT AS EVIDENCED BY MEMORANDUM OF AGREEMENT RECORDED MARCH 17, 2006 AT RECEPTION NO. 2763609.
14. RESERVATION OF MINERAL RIGHTS AS CONTAINED IN DEED RECORDED MARCH 9, 2007 UNDER RECEPTION NO. 2841457 AS TO PARCEL II. ALL COAL AS RESERVED BY UNION PACIFIC RAILROAD COMPANY DEED RECORDED AUGUST 26, 1904 IN BOOK 251 AT PAGE 531 AS TO BOTH PARCELS.
15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ERIE FARM METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 05, 2006, UNDER RECEPTION NO. 2822234.
16. THE EFFECT OF REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT, RECORDED OCTOBER 23, 2007, UNDER RECEPTION NO. 2890878.
17. THE EFFECT OF ORDINANCE NO. 26-2007 REGARDING ZONING, RECORDED JANUARY 29, 2008, UNDER RECEPTION NO. 2907032. ZONING MAP RECORDED JANUARY 29, 2008 UNDER RECEPTION NO. 2907033.
18. TERMS, CONDITIONS AND PROVISIONS OF YOUNG PARCEL ERIE FARM PRE-DEVELOPMENT AGREEMENT RECORDED JANUARY 29, 2008 AT RECEPTION NO. 2907034, AND FIRST AMENDMENT THERETO RECORDED NOVEMBER 26, 2012 UNDER RECEPTION NO. 3269484.
19. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF PERMANENT AVIGATION EASEMENT AGREEMENT RECORDED JANUARY 29, 2008 AT RECEPTION NO. 2907035.
20. THE EFFECT OF NOTICE OF RIGHT TO USE SURFACE OF LAND, RECORDED OCTOBER 07, 2009, UNDER RECEPTION NO. 3034824.

ALTA COMMITMENT

Schedule B - Section 2

(Exceptions)

Our Order No. ABC70363698.1

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

21. TERMS, CONDITIONS AND PROVISIONS OF TOWN OF ERIE ANNEXATION ORDINANCE #442 RECORDED SEPTEMBER 03, 1993 AT RECEPTION NO. 1333940, AFFIDAVIT IN CONNECTION THEREWITH RECORDED SEPTEMBER 3, 1993 UNDER RECEPTION NO. 1333941 AND ANNEXATION MAP IN CONNECTION THEREWITH RECORDED SEPTEMBER 3, 1993 UNDER RECEPTION NO. 1333942.
22. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 23, 1993, UNDER RECEPTION NO. 1375530.
23. TERMS, CONDITIONS AND PROVISIONS OF STIPULATION BY AND BETWEEN MARY P. YOUNG AND TOWN OF ERIE, CASE NO. 75-0865-2, RECORDED OCTOBER 17, 1997 AT RECEPTION NO. 1739983.
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TOWN OF ERIE ORDINANCE #28-2012 REGARDING REZONING RECORDED OCTOBER 17, 2012 UNDER RECEPTION NO. 3260151.
25. THE EFFECT OF ERIE FARMS ZONING MAP, RECORDED OCTOBER 22, 2012 UNDER RECEPTION NO. 3261094. SAID MAP DISCLOSES AIRPORT APPROACH SURFACE OVER SOUTHWESTERLY CORNER OF SUBJECT PROPERTY.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.



**Land Title**  
GUARANTEE COMPANY  
WWW.LTGC.COM

## Land Title Guarantee Company

CUSTOMER DISTRIBUTION

Date: 02-11-2013

Our Order Number: ABC70363698.1

Property Address:

ERIE FARMS MINOR SUBDIVISION

*If you have any inquiries or require further assistance, please contact one of the numbers below:*

**For Title Assistance:**

Commercial Title "ABC" Unit

Scott Bennetts

5975 GREENWOOD PLAZA BLVD

GREENWOOD VILLAGE, CO 80111

Phone: 303-850-4175

Fax: 303-850-4184

Email: sbennetts@ltgc.com

ERIE EQUITIES LLC  
C/O CARLSON ASSOCIATES INC  
P O BOX 247  
EASTLAKE, CO 80614-0247  
Attn: RYAN CARLSON  
Copies: 1  
EMail: ryan@carlsonland.net  
Sent Via EMail

**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
**Board Meeting Date: July 28, 2015**

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**SUBJECT:** GENERAL BUSINESS  
School Traffic Safety Problem Solving Project Update

**DEPARTMENT:** Public Works/Police Department  
**Gary Behlen, Director of Public Works**

**PRESENTER/PREPARER:** **Russell Pennington, Deputy Director of Public Works**  
**Mike Haefele, Sergeant Erie Police Department**  
**Alfredo Nevarez, Sergeant Erie Police Department**

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<b>FISCAL INFORMATION:</b>	Cost as Recommended:	<b>\$ 23,000</b>
	Balance Available:	\$ 98,800
	Budget Line Item Number:	300 . 70 . 110 . 605000 . 100118
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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**STAFF RECOMMENDATION:** **Implement the proposed improvements.**

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**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

During the course of the school year, residents have noticed and voiced concerns regarding traffic flow and pedestrian safety at the multiple schools in Erie during the hours of student drop-off in the mornings and pick-up in the afternoon. Some of the issues that have been observed include parking violations, students crossing busy roads, traffic congestion for long periods of time while cars are unable to complete a turn at an intersection or into a school parking lot, and speeding. Both the Public Works Department and the Police Department have investigated traffic issues at the different schools in Erie.

**Previous Reviews**

Previously, traffic concerns had been monitored at a few of the schools for any potential solutions. In 2012 Public Works performed a signal warrant analysis at the intersection of County Line Road and Austin Avenue near Aspen Ridge Preparatory School. Although a signal was not warranted at this intersection at that time, Public Works installed a crosswalk across County Line Road and added the appropriate signage and additional paving. A new signal warrant analysis is scheduled to occur later this year. County Line Road is currently being designed for expansion and will include the intersection of County Line Road and Austin Avenue. If a signal is warranted, the proposed 2016 budget will include the cost of a signal along with the above mention expansion.

In November of 2013, the Public Works Department hired Fox Tuttle Group to perform an analysis of traffic congestion concerns around Black Rock Elementary School. At that time, it was found the school was not designed to accommodate the amount of vehicle traffic from parents driving their children to school rather than allowing them to walk or bike from the neighborhoods. Staff members from the Public Works Department and the Police Department met with representatives from St. Vrain School District and the Principal at Black Rock to discuss options that the school could perform on their site.

In January 2014, Officer Turner with the Erie Police Department conducted a survey of traffic issues surrounding Erie Middle School. He submitted proposals to the school for improvements along Cheeseman Street and re-structuring of the drop-off lane at the school. Initially, Officer Turner did not receive a response from the school in regards to his suggestions. However, in the Fall of 2014, Officer Turner learned the Erie Middle School had their teachers quit parking in the "kiss and go lane" on the north end of the school, making it a bit easier for parents and guest to park as necessary or to proceed through the lane.

**Recent Monitoring**

In 2014, the Police Department began monitoring each of the school zones during the morning drop-off hours and during the afternoon pick-up hours. During these times, officers watched for any traffic violations as well as any other issues that might hinder the general flow of traffic in the area during these times. Their observations and any enforcement actions taken were documented.

Additional research was conducted by the Police Department via two websites, IACP.net and POPCenter.org to obtain information regarding similar issues in other municipalities. Studies and action plans were assessed for relevance to this issue and a few common suggestions were found in those studies. The common suggested courses of action included the following:

- 1) Map out safe walk/bike routes and encourage more students to walk to school. Also, parents could implement a "walking school bus program" to help escort groups of kids to the school.
- 2) Educate parents regarding traffic laws and best practices with regards to parking and drop-off areas of the schools.
- 3) Establish/expand curbing or parking areas for drop-off and pick-up
- 4) Re-route traffic such as with one-way signs or no left turn signs

At the Board of Trustees Meeting on January 27, 2015, Staff presented a proposed plan to the Board of Trustees. Since that time, Staff has had numerous meetings with the St. Vrain School District and the Principals of each school. The plan presented to the Board of Trustees in January has been modified slightly with the involvement of the school district.

The following is a general description of the plan at each school site:

**Erie High School**

- Post School Zone on WCR 5 per the Manual of Uniform Traffic Control Devices (MUTCD)

**Aspen Ridge Preparatory**

- Add flashing crosswalk signs on County Line Road
- Allow Parking on east side of Lloyd Lane
- Add signage at school entrance to only allow right in and right out traffic during school hours

**Red Hawk Elementary**

- Restripe Jasper Road to allow parking on west side
- Add No Stopping Signs on east side of Jasper Road
- Add Crosswalk at Stanley Drive and Meller St.

**Erie Elementary**

- Add No Stopping Signs along east side of County Line Road
- Add additional No Left Turn Sign on west side of County Line Road
- Add Crosswalk across Jay Road at County Line Road

**Erie Middle School**

- Add two crosswalks across Main Street at Cheesman Street and Wells Street
- Add Striping for Turn Lane into school drop off area
- Add No Stopping Signs adjacent to proposed turn lane and between drop off entrances

**Black Rock Elementary**

- Continue to work with School District on Parent Education

Staff recommends that the improvements listed above be coordinated with the school district and installed before the beginning of school. The project will cost approximately \$23,000 and will be paid for from savings within other transportation capital project budgets that having savings left in their accounts.

**Staff Review:**

\_\_\_\_ Town Attorney  
\_\_\_\_ Town Clerk  
\_\_\_\_ Community Development Director  
52 Finance Director  
[Signature] Police Chief  
[Signature] Public Works Director

**Approved by:**

[Signature]  
**A.J. Krieger**  
Town Administrator

**ATTACHMENTS:**

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

**Board Meeting Date: July 28, 2015**

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**SUBJECT:** **STAFF REPORTS**  
Police Station and Municipal Court Building Construction Update

**DEPARTMENT:** Public Works

**PRESENTER/PREPARER:** **Gary Behlen, Director of Public Works**  
**Raelynn Ferrera, Public Works Coordinator**  
**Joni Fournier, Consilium Partners**

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

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**STAFF RECOMMENDATION:** N/A

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**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

During the April 1, 2014 Town of Erie Regular Municipal Election, voters approved funding for the construction of a new police station and municipal court building to improve the safety of the growing community and to replace the outdated workspace for the police and courts currently located at Town Hall.

**Project Progress:**

Fransen Pittman, Roth Sheppard, and the other design consultants have been working through design concerns in a timely manner to ensure construction continues to move forward.

Fransen Pittman has completed 100% of buyout of the subcontractors for the project and is 100% complete with submittals.

Fransen Pittman made the following progress at the end of June and first part of July.

- Wall panels are 100% painted, working on installing joint sealant
- Exterior Trex panel installation will complete in upcoming week.
- Structural steel is 95% complete.
- Interior drywall is 90% complete.
- A/V wiring 100% complete.
- Curb and Gutter complete
- First lift of parking lot complete, final Lift to go in at end of project.
- Interior finish paint has commenced.
- Tile, glazing, doors, lockers etc. installations have begun.
- Casework field measurement verification ongoing.

**Construction Progress/ Schedule**

Notice of Award & Notice to Proceed (Site Work)	August 27, 2014
Final Guaranteed Maximum Price Awarded	November 18, 2014
Estimated Project Completion	Summer 2015

**Project Photos:** Photos will be provided and posted to the web throughout the construction of the Police Station and Municipal Court Building, documenting the progress.



Updated view of exterior of building.



Updated view of building exterior paint.



View of Shower Tile.



View exterior entrance with glazing.

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**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. None

**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
**Board Meeting Date: July 28 , 2015**

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**SUBJECT:** **STAFF REPORT: Monthly Communications Report – June 2015**

**DEPARTMENT:** **Administration**

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

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**FISCAL INFORMATION:** Cost as Recommended: NA  
Balance Available: NA  
Budget Line Item Number: NA  
New Appropriation Required:  Yes  No

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**STAFF RECOMMENDATION:** NA

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**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

**COMMUNICATIONS CALENDAR:** Attached is the monthly Communications Calendar for June which provides statistical information on the release and reach of Town of Erie News & Announcements, including the following details:

- 48 Unique Announcements Released via “Notify Me”
- 5,535 “Notify Me” Subscribers

**FACEBOOK INSIGHTS:**

- 41 Unique posts
- Reach of Facebook posts ranged from 368 on the low end (Bike to Work Day) to over 11,300 on the high end (Missing Teenager from Erie Commons).

**WEBSITE:** The attached monthly Website Overview Report includes visitor statistics for [www.erieco.gov](http://www.erieco.gov) including the following information:

- Total Page Visits: 129,963
- Total Unique Visits: 47,356
- Erie Government Television Streaming Video:
  - Total Page Views: 864
  - Total Visits: 427

**ERIE STUFF:**

- 779 Downloads YTD
  - 22 Requests Submitted this Month
  - 36 Requests Submitted YTD
- 

**Staff Review:**

 \_\_\_\_\_ Assistant to the Town Administrator  
\_\_\_\_\_ Town Clerk  
\_\_\_\_\_ Community Development Director  
\_\_\_\_\_ Finance Director  
\_\_\_\_\_ Police Chief  
\_\_\_\_\_ Public Works Director

Approved by:

A.J. Krieger  
Town Administrator



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**ATTACHMENTS:**

1. Communications Calendar
2. Facebook Insights
3. Twitter Analytics
4. Erie Stuff Requests
5. Website Overview Report

# Communication Calendar - June 2015

NEWS & ANNOUNCEMENTS	Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:	1,291		1,953	1,054
6/1: Erie Police Respond to Report of Windows Being Shot in Vista Ridge	X	X	X	X
6/1: Public Hearings for Wise Farms Rezoning Continued to June 23rd	X	X	X	X
6/2: Updated: Public Hearings for Wise Farms Continued to June 23rd	X	X		
6/2: Town of Erie Summer Mosquito Control	X	X	X	X
6/2: Weekly Mosquito Control Update			X	
6/3: Light pole Banners on Briggs Street			X	
6/3: Courtesy Notice from Anadarko	X	X		
6/4: 3rd Annual Erie Brewfest	X	X	X	X
6/4: Courtesy Notice from Anadarko #2	X	X		
6/8: Dirt Work on Arapahoe Road & Highway 287	X	X	X	X
6/9: Weekly Mosquito Control Update			X	
6/9: Download the Erie Stuff App Today!	X	X	X	X
6/10: Weekly Mosquito Control Update			X	
6/10: Slow the Flow Water Consultations Available This Summer	X	X	X	X
6/10: Board of Trustees Action Items - June 9, 2015	X	X	X	X
6/12: Courtesy Notice from Anadarko #3	X	X		
6/15: Check Out Our New Maps & Apps!	X	X	X	X
6/15: Town of Erie Supporting Erie Farmers Market			X	
6/16: Weekly Mosquito Control Update			X	
6/17: Mark Your Calendars! Bike to Work Day - Wednesday, June 24	X	X	X	X
6/18: Don't Miss Face at the Concert in the Park this Saturday!	X	X	X	X
6/19: Happy Father's Day - ECC Promotion			X	
6/19: The Ballpark at Erie to Host Nationally Televised Pro Fastpitch Game	X	X	X	X
6/19: Saturday Work Scheduled on Arapahoe Road & Highway 287	X	X	X	X
6/22: Spirit Installation Pictures			X	
6/24: Board of Trustees Action Items - June 23, 2015	X	X	X	X
6/24: Change in Erie's Raw Water Source Due to Summer Flow	X	X	X	X
6/25: Town of Erie Website Tips with Gottfried Gorilla	X	X	X	X
6/25: Erie Farmers Market Reminder			X	
6/26: Independence Day & Fireworks Safety Reminders	X	X	X	X
6/26: Saturday Work Scheduled on Arapahoe Road & Highway 287 #2	X	X		
6/29: July 3rd Extravaganza at Colorado National Golf Club	X	X	X	X
6/29: "Spirit" Dedication - Thursday, July 2, 2015	X	X	X	X
6/30: Reminder for NPF Game at the Ballpark at Erie			X	
6/30: Lehigh Park Splash Pad Promotion			X	
6/30: Weekly Mosquito Control Update			X	

ECONOMIC DEVELOPMENT ANNOUNCEMENT	Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:	796		1,953	1,054
6/22: Free Business Start-Up Seminar - Thursday, June 25	X	X		X

PUBLIC WORKS ANNOUNCEMENT	Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:	705		1,953	1,054
6/8: Dirt Work on Arapahoe Road & Highway 287	X	X	X	X
6/19: Saturday Work Scheduled on Arapahoe Road & Highway 287	X	X	X	X
6/24: Sanitary Sewer Line Cleaning in Arapahoe Ridge	X	X		X
6/26: Saturday Work Scheduled on Arapahoe Road & Highway 287 #2	X	X		X

POLICE ANNOUNCEMENT	Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:	1,017		1,953	1,054
6/1: Erie Police Respond to Report of Windows Being Shot in Vista Ridge	X	X	X	X
6/11: Erie Police Department Notification	X	X	X	X
6/11: Erie Police Department Update			X	
6/11: Erie Police Department Update: Barricade Situation Successfully Resolved	X	X	X	X

PARKS & RECREATION ANNOUNCEMENT	Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:	1,168		1,953	1,054
6/3: What's New in Erie Parks & Rec?	X	X	X	X
6/10: Movie in the Park - This Saturday!	X	X	X	X

<b>TOWN OF ERIE CALENDAR NOTIFICATION</b>		Notify Me Message	Event Posted on Website	Twitter Post
Reach via Subscribers & Visitors:		558		1,054
6/3: 3rd Annual Erie Brewfest (6/13)		X	X	X
6/5: Opens Space & Trails Advisory Board (6/8)		X	X	X
6/6: Board of Trustees Regular Meeting/Study Session (6/9)		X	X	X
6/7: Tree Board Meeting (6/10)		X	X	X
6/7: Movie in the Park (6/13)		X	X	X
6/14: Planning Commission Meeting (6/17)		X	X	X
6/15: Board of Trustees Special Meeting (6/15)		X	X	X
6/15: Concert in the Park (6/20)		X	X	X
6/19: Historic Preservation Advisory Board Meeting (6/22)		X	X	X
6/20: Board of Trustees Regular Meeting/Study Session (6/23)		X	X	X
6/27: July 3rd Extravaganza at Colorado National Golf Club (7/3)		X	X	X
6/27: Historic Downtown Erie Art in Public Places Ad Hoc Committee Dedication of Spirit (7/2)		X	X	X
6/27: Board of Trustees Study Session (6/30)		X	X	X
6/28: Planning Commission Meeting (7/1)		X	X	X

<b>ENGAGE ERIE TOPICS</b>		Engage Erie Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Participants & Visitors:				1,953	1,054
6/23: We need some assistance from our dog loving residents! What is your favorite dog park in the area, and why?		X			

<b>YOUTUBE CHANNEL</b>		Views Via Youtube	Newsflash Posted on Website	Facebook Views	Twitter Post
Reach via Subscribers & Visitors:					1,054
6/1: Town of Erie   Parks & Recreation 2015 Update		155	X	904	

<b>UTILITY BILL INSERTS</b>		Mailed Bills	Emailed Bills		
Total:		6,654	801		
2015 Consumer Confidence Report - Water Quality Report		X	X		

<b>ERIE STUFF - TOWN OF ERIE OFFICIAL MOBILE APPLICATION</b>		iOS Downloads	Google Play Downloads	TOTAL	
Total:		557	222	779	

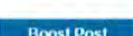
updated: 7/9/2015

# June 2015 – Facebook Insights

## Town of Erie, Colorado – Government Page

Reach: Organic / Paid Post Clicks Likes, Comments & Shares

Published	Post	Type	Targeting	Reach	Engagement	Promote
06/30/2015 3:29 pm	Mosquito Control Update – Issued: June 30, 2015 In response to high mosquito activity in some			647	99 3	<a href="#">Boost Post</a>
06/30/2015 12:23 pm	Today is a hot one in Erie! Want to take the kids somewhere close to cool off? Head over to Lehigh			1.5K	149 47	<a href="#">Boost Post</a>
06/30/2015 10:08 am	REMINDER!! Tonight the Dallas Charge and Akron Racers of the NATIONAL PRO FASTPITCH			1.9K	153 41	<a href="#">Boost Post</a>
06/29/2015 3:10 pm	The annual fireworks display hosted by the Colorado National Golf Club is scheduled to take			3.7K	400 113	<a href="#">Boost Post</a>
06/29/2015 11:54 am	You are invited to join the Historic Downtown Erie Art in Public Places Ad Hoc Committee for the			723	41 20	<a href="#">Boost Post</a>
06/26/2015 8:45 am	Independence Day & Fireworks Safety Reminders: With a holiday weekend approaching,			1.4K	103 28	<a href="#">Boost Post</a>
06/25/2015 2:20 pm	Town of Erie Website Tips with Gottfried Gorilla Since we launched the new Town of Erie website			431	20 5	<a href="#">Boost Post</a>
06/25/2015 9:45 am	Are you planning on coming down to the Erie Farmers' Market this evening? Below are the food			663	105 18	<a href="#">Boost Post</a>
06/24/2015 4:46 pm	Change In Erie's Raw Water Source Due to Summer Flow - Erie Residents May Notice			2.7K	454 33	<a href="#">Boost Post</a>
06/24/2015 11:27 am	Erie Board of Trustees Action Items – June 23, 2015 In This Issue: 2014 Comprehensive Annual			850	47 3	<a href="#">Boost Post</a>
06/24/2015 10:15 am	Erie Police Department Notice In the early morning hours of today, Wednesday, June 24,			11.3K	2.6K 355	<a href="#">Boost Post</a>
06/23/2015 4:58 pm	DON'T FORGET! Join Erie Parks & Recreation and Erie Singletrack Advocates as they celebrate			949	19 17	<a href="#">Boost Post</a>
06/23/2015 1:05 pm	Mosquito Control Update – Issued: June 23, 2015 In response to high mosquito activity in some			725	112 6	<a href="#">Boost Post</a>
06/22/2015 8:41 am	Have you seen Historic Downtown Erie's new resident? 'Spirit' was installed this morning by the			1.7K	347 72	<a href="#">Boost Post</a>
06/19/2015 2:46 pm	Saturday Work Scheduled on Arapahoe Road & Highway 287 Contractors have been given			486	33 2	<a href="#">Boost Post</a>
06/19/2015 11:00 am	The Town of Erie wishes to send a big HAPPY FATHER'S DAY out to all you dads! Bring your			739	37 15	<a href="#">Boost Post</a>
06/19/2015 8:44 am	Exciting News!! On Tuesday, June 30 the Dallas Charge and Akron Racers of the NATIONAL PRO			2.8K	281 106	<a href="#">Boost Post</a>
06/18/2015 6:18 pm	Mayor Harris welcoming the Erie Farmers' Market to Town! The market will be open until 8pm - hope			1.9K	407 78	<a href="#">Boost Post</a>
06/18/2015 6:16 pm	The Erie Farmers' Market has officially opened. If you're not down here, you should be!			3.5K	451 175	<a href="#">Boost Post</a>
06/18/2015 10:09 am	Join the Erie Chamber on Saturday evening for a Concert In the Park featuring Face. All concerts			569	32 21	<a href="#">Boost Post</a>
06/17/2015 3:00 pm	Join Erie Parks & Recreation and Erie Singletrack Advocates as they celebrate Bike to Work Day on			368	10 9	<a href="#">Boost Post</a>

06/16/2015 3:10 pm		Mosquito Control Update – Issued: June 16, 2015 In response to high mosquito activity in some			702		105 8	
06/15/2015 12:53 pm		The Town of Erie is excited to support the new Erie Farmers Market! The opening day is this			454		25 16	
06/15/2015 9:01 am		Check Out Our New Maps & Apps! The Town of Erie Maps and Apps Gallery provides an			500		23 11	
06/11/2015 3:52 pm		Erie Police Department Update: Barricade Situation Successfully Resolved Shortly after 1:00			3.5K		709 51	
06/11/2015 2:58 pm		UPDATE! Erie police are responding to a suicide threat in the 100 block of Montgomery Drive in the			2K		357 26	
06/11/2015 2:01 pm		The Erie Police Department is currently involved in a police action in the 100 block of Montgomery			1.5K		370 26	
06/10/2015 7:30 pm		Slow the Flow Water Consultations Available This Summer! This summer, as Erie receives frequent			585		24 9	
06/10/2015 2:30 pm		Mosquito Control Update – Updated: June 10, 2015 In response to high mosquito activity in			388		28 3	
06/10/2015 12:21 pm		Movie in the Park – This Saturday! Join Erie Parks & Recreation for the first Movie in the Park this			415		15 7	
06/10/2015 10:32 am		Erie Board of Trustees Action Items – June 9, 2015 In This Issue: Board Approves Colliers Hill			798		47 1	
06/09/2015 7:00 pm		Join all of the Erie residents who have already downloaded the Erie Stuff app and connect with			821		88 8	
06/09/2015 4:30 pm		Mosquito Control Update – Issued: June 9, 2015 In response to high mosquito activity in some			875		144 32	
06/08/2015 2:01 pm		Dirt Work on Arapahoe Road & Highway 287 Beginning the week of Monday, June 8, 2015, a			702		68 8	
06/04/2015 8:46 am		Join us next Saturday as the Erie Chamber hosts the 3rd Annual Erie Brewfest! Enjoy beer-tastings from over 25			956		56 27	
06/03/2015 1:15 pm		What's New in Erie Parks & Rec? Watch this video and learn more about what's new in Erie Parks &			6.3K		380 43	
06/03/2015 10:20 am		Have you been in Historic Downtown Erie this week? Did you notice our new light pole banners?			1.2K		189 75	
06/02/2015 3:46 pm		Mosquito Control Update – Issued: June 2, 2015 In response to high mosquito activity in some			612		58 6	
06/02/2015 1:21 pm		The Town of Erie has contracted with Colorado Mosquito Control to provide the Town's mosquito			1.7K		133 23	
06/01/2015 6:30 pm		Public Hearings for Wise Farms Rezoning Continued to June 23rd The Public Hearings for			502		45 2	
06/01/2015 2:08 pm		Erie Police Respond to Report of Windows Being Shot in Vista Ridge Juveniles Arrested for			2.8K		832 50	

# June 2015 – Twitter Analytics

@ericolorado

Your Tweets earned **9.9K impressions** over this **30 day** period



**YOUR TWEETS**  
During this 30 day period, you earned **329 impressions** per day

## Engagements

Showing 30 days with daily frequency

ENGAGEMENT RATE

1.9%



FAVORITES

7



On average, you earned **0 favorites** per day

LINK CLICKS

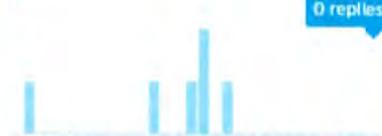
144



On average, you earned **5 link clicks** per day

REPLIES

6



On average, you earned **0 replies** per day

RETWEETS

11



On average, you earned **0 Retweets** per day

# Erie Staff Requests | June 1, 2015 - June 30, 2015

## Requests

## Requests

ID	REQUEST TYPE	ASSIGNED TO	ADDRESS	PRIORITY	STATUS	CREATED	DUE
1048867	Street Sign Issue	Kris McDaniel		Medium	Completed	June 30, 2015 4:08 pm	July 6, 2015
1048630	Park Maintenance Issue	Sandy French		Medium	Completed	June 30, 2015 12:56 pm	July 6, 2015
1047563	Tree Issue	Sandy French	1464 Clayton Way, Erie, CO 80516, USA	Medium	Completed	June 29, 2015 1:32 pm	July 3, 2015
1047331	Playground Issue	Sandy French	760 Pope Drive, Erie, CO 80516, USA	Medium	Completed	June 29, 2015 11:36 am	July 3, 2015
1047090	Open Space Issue	Sandy French	1398 Clayton Way, Erie, CO 80516, USA	Medium	Completed	June 29, 2015 9:17 am	July 3, 2015
1046334	Sewer Issue	Kris McDaniel	214 Meadow View Pkwy, Erie, CO, United States	Medium	Completed	June 26, 2015 6:26 pm	July 2, 2015
<b>Overdue</b> 1045815	Sewer Issue	Kris McDaniel	Meller Street, Erie, CO 80516, USA	Medium	Received	June 26, 2015 9:42 am	July 2, 2015
1045301	Pothole	Kris McDaniel	Vista Parkway, Erie, CO 80516, USA	Medium	Completed	June 25, 2015 2:31 pm	July 1, 2015
1041426	Water Taste/Odor Problem	Kris McDaniel	1372 Banner Circle, Erie, CO 80516, USA	Medium	Completed	June 21, 2015 12:42 pm	June 26, 2015
1041093	Questions/Comments	Katie Jenkins	2000 Colorado 7, Broomfield, CO 80020, USA	Medium	Completed	June 19, 2015 6:06 pm	June 25, 2015
1039968	Open Space Issue	Sandy French	1008 Village Circle, Erie, CO 80516, USA	Medium	Completed	June 18, 2015 10:44 am	June 24, 2015
1039602	Open Space Issue	Sandy French	3110 Northeast County Line Road, Erie, CO 80516, USA	Medium	Completed	June 17, 2015 10:26 pm	June 24, 2015
1039553	Questions/Comments	Katie Jenkins	615 Mitchell Way, Erie, CO 80516, USA	Medium	Completed	June 17, 2015 6:03 pm	June 23, 2015
1038286	Questions/Comments	Sandy French		Medium	Completed	June 16, 2015 11:35 am	June 22, 2015
1036661	Questions/Comments	Katie Jenkins	North 107th Street, Lafayette, CO 80026, USA	Medium	Completed	June 14, 2015 11:13 am	June 19, 2015
1036341	Street Sign Issue	Kris McDaniel	660 Fossil Bed Cir, Erie, CO 80516	Medium	Completed	June 12, 2015 4:51 pm	June 18, 2015
1035730	Storm Drainage Issue	Kris McDaniel	1140 Sunset Way, Erie, CO 80516, USA	Medium	Completed	June 12, 2015 7:00 am	June 18, 2015

1034249	Non-Emergency Police Issue	Sarah Lambert	Medium	Completed	June 10, 2015 11:11 am	June 15, 2015	1
1031730	Questions/Comments	Sandy French	Medium	Completed	June 6, 2015 3:21 pm	June 12, 2015	1
1031025	Pothole	Kris McDaniel	Medium	Completed	June 4, 2015 8:58 pm	June 10, 2015	1
1030119	Questions/Comments	Sandy French	Medium	Completed	June 3, 2015 11:56 am	June 9, 2015	2
1030095	Non-Emergency Police Issue	Sarah Lambert	Medium	Completed	June 3, 2015 11:39 am	June 8, 2015	2

712-724 NE County Line Rd, Erie, CO 80516  
 115 Ortega Court, Erie, CO 80516, USA  
 558 Gallegos Circle, Erie, CO 80516, USA

## Website Overview Report for www.erieco.gov - June 2015

<b>Total Unique Visits</b>	For the Month: <b>47,356</b> Year to Date: <b>224,021</b>
<b>Total Page Visits</b>	For the Month: <b>129,963</b> Year to Date: <b>401,015</b>

Top 25 Web Pages Visited	# of Visits	Rank
Home Page	38,268	#1
Erie Community Center	2,743	#2
2015 Town of Erie Special Events	1,973	#3
Erie, CO	1,170	#4
Parks and Recreation	1,156	#5
Utility Bill	1,110	#6
Paying Your Bill	926	#7
Construction Projects	916	#8
Police Department	859	#9
Concerts in the Park	835	#10
Building Division	784	#11
Recreation Activities	774	#12
Board of Trustees	762	#13
Classes & Programs	682	#14
Mosquito Control	635	#15
Government	632	#16
Camp Erie	617	#17
Aquatics	613	#18
Department	606	#19
Building Information & Applications	578	#20
Rediscents	547	#21
Youth Sports	524	#22
50 Sports	506	#23
Park Shelters	504	#24
Residential & Commercial Construction Map	504	#25

### Erie Government Television Streaming Video via Website - OVERVIEW

#### OVERVIEW



#### WHAT MEDIA YOUR CITIZENS ARE VIEWING

[All Media](#)
[Live Events](#)
[Encoder Streams](#)
[On Demand Media](#)

ALL MEDIA

Filter by title

Media Title	Type	Total Views
<a href="#">Board of Trustees</a>	Encoder	100
<a href="#">Board of Trustees Regular Meeting and Urban Renewal Authority Meeting - Jun 9th, 2015</a>	Archive	37
<a href="#">Board of Trustees - May 26th, 2015</a>	Archive	28
<a href="#">Board of Trustees - Jun 23rd, 2015</a>	Archive	24
<a href="#">Board of Trustees - Jun 23rd, 2015</a>	Live event	19
<a href="#">Board of Trustees Study Session - Jul 15th, 2014</a>	Archive	11
<a href="#">Board of Trustees - Apr 28th, 2015</a>	Archive	9
<a href="#">Board of Trustees - Feb 11th, 2014</a>	Archive	9
<a href="#">Board of Trustees - Jan 27th, 2015</a>	Archive	9
<a href="#">Board of Trustees Study Session - Jul 16th, 2013</a>	Archive	9



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

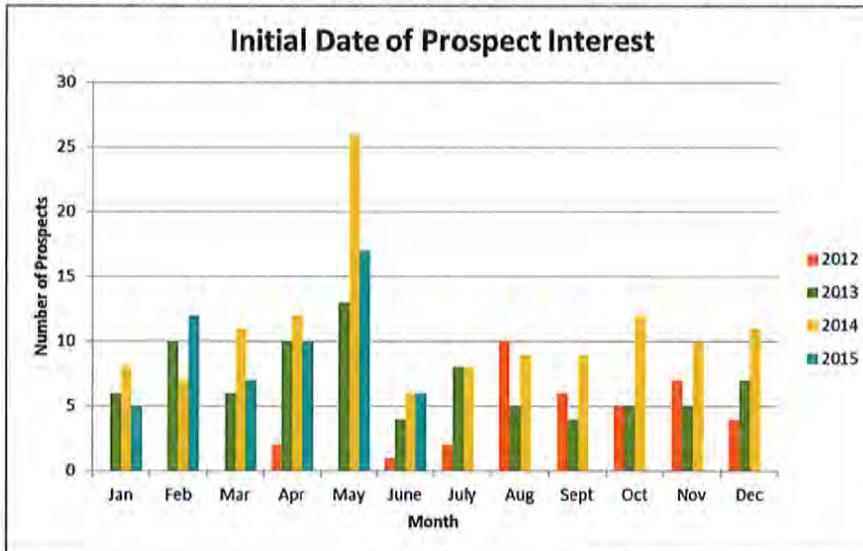
Board Meeting Date: July 28, 2015

<b>SUBJECT:</b>	<b>STAFF REPORT:</b>	
	Economic Development Activity Update	
<b>DEPARTMENT:</b>	Administration	
<b>PRESENTER:</b>	Paula Mehle, Economic Development Coordinator <i>pm</i>	
<hr/>		
<b>FISCAL</b>	Cost as Recommended:	n/a
<b>INFORMATION:</b>	Balance Available:	n/a
	Budget Line Item Number:	n/a
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**ACTIVITY & ANNOUNCEMENT SUMMARY:**

2015 - SECOND QUARTER UPDATE

**PROSPECT INQUIRIES - GENERAL:** Prospect interest in the second quarter of 2015 has been slightly behind 2014 in terms of total number of inquiries with 33 compared to 44, with much of the difference coming in a lower number of primary employer inquiries. Our regional partners (Metro Denver Economic Development Corporation (MDED), Office of Economic Development and International Trade (OEDIT) and Upstate Economic sent out only 4 prospect site requests in the 2<sup>nd</sup> quarter compared to 14 at the same time last year. No sites or buildings in Erie met the criteria the prospects had requested.



The top five new inquiries by industry in the second quarter came from the following sectors: Restaurants, Services – Office Types, Services - Flex/Industrial Space Type, Services – Retail Space Type, and Retail. See Exhibit ‘A’ for Specific Prospect Types Year to Date.

**RETAIL ATTRACTION:** The attendance at the annual International Conference of Shopping Centers (ICSC) RECon event in Las Vegas was very productive. Numerous meetings with retailers and brokers were

held giving Erie the opportunity to build strong relationships and to educate the contacts on what is happening in the community. Within a month after the show at least two contacts have reported visits to Erie with another scheduled to occur later in July. The Town was also able to introduce and connect a couple of businesses directly to Erie developers that were in attendance at RECon.

**HISTORIC DOWNTOWN BUSINESS DISTRICT:** 24 Carrot Bistro is anticipating to open in late July at 578 Briggs Street subject to finalizing all necessary licenses and inspections. Cristo’s Coffee is expecting to open this summer at 89 S. Briggs Street.

The office building at 695 Pierce is now 100 percent occupied. In the building with Allstate insurance is Remax,

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

**Board Meeting Date: July 28, 2015**

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an environmental inspector and a wholesaler according to the broker for the property. The restaurant building at 656 Kattell (SWC Kattell and Cheesman) has been leased by Gaucho de Argentina where owner Judy Giampieri will sell Argentina empanadas once all the permits and licenses are obtained for not only retail sales but wholesale as well. Staff recently showed Downtown properties to a potential buyer. The showings included and introduction to the seller of the Yellow Scene building. As a result of those introductions, the Yellow Scene building is under contract with that buyer.

Staff is happy to report that Beauty Blossom Spa opened recently at 149 S. Briggs Street in the space formerly occupied by Intricate Icings. Staff met with the owner to learn her space needs and showed her three properties, one of which she chose to be her new location. The owner of Beauty Blossom is a resident of Erie and relocated her spa from a space she shared with another business in Westminster. The owner of Intricate Icings is still operating her business but from home as her space needs reduced as her customer focus changed over time.

**SMALL BUSINESS DEVELOPMENT:** Attendance at the SBDC classes offered at the Erie Community Library runs at or near capacity, with the latest one on June 25<sup>th</sup> having 19 students. Nearly all of the students are in the early stages of developing their business ideas. The resource page within the Economic Development portion of the Town's website has been increased to 14 pages and achieving the vision the Mayor had for a small business resource guide. The new pages may be found at [www.erieco.gov/bizguide](http://www.erieco.gov/bizguide)

**PRIMARY EMPLOYMENT:** NufSaid Advertising has purchased the office building at 3000 Airport Drive, having relocated from Lafayette. Nuf Said is an ad agency and web design firm founded in 1994 with currently about 6 writers and designers working out of the new office. They have had many clients for over 20 years including Boulder Community Health, Humane Society of Boulder Valley and Avnet Technology Solutions.

**NEW BUSINESS LICENSES ISSUED – 2<sup>nd</sup> Quarter 2015:**

- General Business
  - Beauty Blossom Med Spa, 149 S. Briggs St., Unit 100
  - EBC Enterprises, Inc., 2831 Bonanza – Pipeline installation service
  - Gaucho de Argentina, 656 Kattell Ave. – Argentinan food products
  - GBOX, Inc., 455 Young Ct., Unit 1 & 8 – Part sales, remanufacturing, restorations
  - Nassar Development/Marketwise, 395 Airport Dr. – Real estate development
  - Nuf Said Advertising, Inc., 3000 Airport Dr. – Ad agency/web design firm
- Home Occupations
  - A2Zizz 570 Gallegos Circle – Interior decorating/consulting
  - Andrea's Organics, LLC, 888 Shuttleworth Drive – Organic produce sales
  - Bounce With Us, LLC, 255 Baker Lane – Party rentals
  - Direct-Tek, LLC, 1822 Powell St. – On site computer service
  - Erie PC Repair, LLC, 2342 Dogwood Drive – Internet computer sales
  - Essential Inspections, LLC 118 Autumn Ct. – Inspection services
  - Flatirons Home Inspections, LLC, 1190 Sunset Ways – Home inspections
  - Fusion-IT Solutions, 1822 Powell Street - Software installation
  - Ginger Hawk Customs, 740 Reliance Dr., - General contractor
  - Melissa Varner, LLC, 2966 Dickens St. – Scientific & technical consulting services
  - Zig Zag N'Wag, 775 Briggs St. – Lure chasing

**NEW COMMERCIAL BUILDING PERMIT – Issued 2<sup>nd</sup> Quarter 2015**

- None

**TENANT IMPROVEMENT PERMITS OR CERTIFICATE OF OCCUPANCY – Issued 2<sup>nd</sup> Quarter 2015**

- 149 S. Briggs St., Unit 100 – Beauty Blossom Med Spa
- 656 Kattell St. – Gaucho de Argentina

**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
Board Meeting Date: July 28, 2015

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**Staff Review:**

- \_\_\_ Assistant to the Town Administrator
- \_\_\_ Town Clerk
- \_\_\_ Community Development Director
- \_\_\_ Finance Director
- \_\_\_ Police Chief
- \_\_\_ Public Works Director
- \_\_\_ Park & Recreation Director

Approved by:

  
A.J. Krieger  
Town  
Administrator

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**ATTACHMENTS:**

Exhibit A – New Prospect Inquiries since the first of the year:

