

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING ¹
Tuesday, February 24, 2015
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook Street, Erie, CO 80516

STUDY SESSION 5:45 P.M. COMMUNITY ROOM

I. CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

III. APPROVAL OF THE AGENDA

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

- a. Approval of the February 10, 2015 Meeting Minutes
- b. Resolution 15-28; A Resolution Authorizing the Town of Erie, Colorado to Apply for a Grant from Great Outdoors Colorado for Funds to Assist with the Master Plan of the Flatiron Meadows Park Site, And Setting Forth Details In Relation Thereto
- c. Ordinance No. 02-2015; An Ordinance of the Town of Erie Authorizing the Town to Enter into the First Amendment to the Lease Agreement with Option to Purchase with Echo Brewing Cask & Barrel, Inc. (SECOND READING)
- d. Resolution 15-29; A Resolution Approving a GIS Software Hosting and Consulting Agreement
- e. Resolution 15-30; A Resolution Approving the Purchase of a TOC Analyzer
- f. Resolution 15-31; A Resolution in Support for Urban Drainage Storm-water
- g. Resolution 15-32; A Resolution Awarding a Construction Contract for a Segmented Circle and Wind Cone for Erie Municipal Airport.

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.)

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

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. National Nutrition Month

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

NONE SCHEDULED

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

NONE SCHEDULED

IX. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

NELSON-KUHL ANNEXATION

PUBLIC HEARING

OPEN PUBLIC HEARING

- a. Resolution 15-33; A Resolution Regarding the Nelson-Kuhl Annexation Comprehensive Plan Amendment; Adjusting Planning Area Boundary

CLOSE PUBLIC HEARING

PUBLIC HEARING

OPEN PUBLIC HEARING

- b. Resolution 15-34; A Resolution Regarding Nelson Kuhl Annexation; Adopting Certain Findings of Fact and Conclusions Favorable to the Annexation

CLOSE PUBLIC HEARING

- c. Ordinance 05-2015; An Ordinance Annexing the Nelson-Kuhl Annexation, to the Town of Erie, Colorado, Providing for the Effective Date of this Ordinance; Setting Forth Detail in Relation Thereto (FIRST READING).

PUBLIC HEARING

OPEN PUBLIC HEARING

- d. Ordinance 06-2015; An Ordinance Zoning the Nelson-Kuhl Annexation; Providing for the Effective Date of this Ordinance; Setting Forth Details in Relation Thereto (FIRST READING)

CLOSE PUBLIC HEARING

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. Vista Ridge Filing 11 Commercial – Traffic Project

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

Staff Reports Included in Agenda Packet

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, February 10, 2015
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Pro Tem Gruber called the February 10, 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	Present
	Trustee Charles	Present
	Trustee Woog	Present
	Mayor Harris	Absent/Excused

III. APPROVAL OF THE AGENDA

Action: Trustee Charles moved to approve the February 10, 2015 agenda; the motion was seconded by Trustee Woog. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

- a. Approval of the January 27, 2015 Meeting Minutes
- b. Resolution 15-20; A Resolution Authorizing the Purchase of Land Pride Over-seeder
- c. Resolution 15-26; A Resolution Approving Compass Filing 1 Final Plat and Development Agreement
- d. Resolution 15-27; A Resolution Adopting The Seventh Amendment To the Intergovernmental Agreement For Collection Of County Use Tax Between Boulder County And The Town Of Erie

Action: Trustee Charles moved to approve the February 10, 2015 Consent Agenda; the motion was seconded by Trustee Moore. The motion carried with the following roll call vote:

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

V. PUBLIC COMMENT

John Garcia, 148 Maplewood Dr., Erie, CO. spoke to the Board in favor of historic land marking of Building and preserving Erie's historic buildings.

Parkland Estates (Unincorporated Weld County) Safety Concerns with Neighboring Development:

Steve Schneider, 1137 Rue de Trust, Erie, CO.

Amy Kruse, 4677 Cathy Lane, Erie, CO.

Vicki Riedel, 4726 Betty Place, Erie, CO.

Emily Kruse, 4677 Cathy Lane, Erie, CO.

Hallie VanVleet, 4768 Cathy Lane, Erie, CO.

Erick Riedel, 4726 Betty Place, Erie, CO

Terri Miller, Rue de Trust, Erie, CO.

VI. PROCLAMATIONS & PRESENTATIONS

a. **Historic Preservation Advisory Board Update**

Jackie Connor and Mark Mavrogianes of the Erie Historic Preservation Board introduced their members to the Board of Trustees.

b. **STAR Award**

Jane Sloat, Human Resource Manager presented this award. The STAR Award has been created to recognize and express appreciation for services rendered by Town employees who demonstrate exceptional service and/or performance. The Town recognized Detective Dan Niemoth as a Town of Erie STAR Award recipient. Officer Niemoth is being recognized for demonstrating exceptional service and performance for work completed on behalf of the Town and its residents. Throughout 2014, Detective Dan Niemoth performed his role in an exemplary manner. Although he was a new Detective with less than a year of investigatory experience, Detective Niemoth performed much like a seasoned veteran as evident in his resolved cases.

VII. RESOLUTIONS

a. **Resolution 15-11; A Resolution Approving Art in Public Places Project**

Fred Diehl, Assistant to the Town Administrator presented staff recommendations for the approval of Resolution 15-11. On Thursday, January 22, 2015, the Historic Downtown Erie Art in Public Places Ad Hoc Committee selected "Spirit" by artist Denny Haskew as the preferred sculptural artwork to be commissioned for installation in the town-owned landscaped right of way at 554 Briggs Street. The attached Artwork Purchase Agreement is between the Town of Erie and the National Sculptor's Guild as they will work directly with Mr. Haskew to manage the fabrication, casting, finishing and installation of the artwork. The artwork is a multifaceted sculpture consisting of monolithic sandstone pillars at varied heights with a horse emerging from the tallest stone. This sculpture placement will utilize and enliven a large portion of the site. The artwork will be installed in the town-owned landscaped right of way at 554 Briggs Street. The two monolithic stones placed on site will range from 2ft. to 10ft in height. The 10 foot stone will have a cast bronze sculpted horse attached to the one side at an approachable height. The horse will face southeast toward the street. A 2-foot by 3-foot rough-cut stone ideal for reflective seating will be placed across from the sculpture. At the Town's request, the tall stone will be etched with words on the opposite side from the horse.

RESOLUTIONS (continued)

Thematically these words will tie into the Spirit of the West and reflect upon the Town's quality of life. The artist has invited the Ad Hoc Committee to be involved in the selection of the patinas which at the time of the execution of this agreement will include "charcoal" for the horse's head and "black" for the horse's mane. On August 12, 2014, the Board of Trustees approved Resolution 14-83, a resolution supporting the issuance of an RFQ for the Historic Downtown Erie Public Art Project. This one-time project is funded through the generous donation of the Dr. C. W. Bixler Family Foundation. The project makes funds available to commission an artist to create sculptural artwork that will have a welcoming visual impact and enhance the Downtown Erie guest experience. Resolution 14-83 also approved the appointment of a special purpose ad hoc committee to review responses to the RFQ and make a recommendation to the Board of Trustees. The ad hoc committee consists of: 1 Trustee (non-voting), 1 member of the Arts Coalition of Erie, 1 member of the Erie Chamber of Commerce, 2 Historic Downtown business owners and 1 member of the Historic Preservation Board. Staff elicited professional assistance for the development of the RFQ from Suzanne Janssen the Cultural Arts Coordinator with the City of Louisville. Prior to Louisville, Suzanne was the Public Art/Business Services Manager at City of Loveland.

Action: Trustee Charles moved to approve Resolution 15-11; the motion was seconded by Trustee Moore. The motion carried with the following roll call vote:

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

- b. **Resolution 15-25; A Resolution of the Board of Trustees Approving the 1st Amendment to the Service Agreement with Granicus, Inc. for Comprehensive Agenda Workflow Software**

Fred Diehl, Assistant to the Town Administrator presented staff recommendations for the approval of Resolution 15-11. Town Staff is recommending upgrading our existing software as a service agreement with Granicus to include their "Legislative Management Suite". The software upgrade will allow the Town to implement a fully searchable "all in one" legislative research center where citizens, board and commission members and staff can easily find all agendas, minutes, voting results, legislative files and other public documents. Specifically, the SaaS upgrade would support the current Board's "Transparency Initiative"; enhance ease of access to public information; improve process for uploading/publishing agendas integrate seamlessly with our existing online streaming video service; automate process of putting agendas together; centralize agendas, minutes, videos and documents making information easier to access; and seamlessly connect all agenda data to iPads / tablets, automatically updating the device with the latest information when online, and available for review when offline. Since 2008, the Town has contracted with Granicus, Inc. to provide online streaming video services.

RESOLUTIONS (continued)

Action: Trustee Schutt moved to approve Resolution 15-25; the motion was seconded by Trustee Charles. The motion carried with the following roll call vote:

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

VIII. ORDINANCES

- a. Ordinance No. 02-2015; An Ordinance of the Town of Erie Authorizing the Town to Enter into the First Amendment to the Lease Agreement with Option to Purchase with Echo Brewing Cask & Barrel, Inc. **(FIRST READING)**

A.J. Krieger, Town Administrator presented staff recommendations for the approval of Ordinance 02-2015 Echo has requested to amend the original Lease Agreement with Option to Purchase to change the lease term to four (4) years. The request is in part the result of two conditions: 1) Echo made additional improvements to the building above and beyond the original scope and 2) obtaining required licenses took longer than anticipated. On June 25, 2013, the Board of Trustees approved Ordinance 25-2013. Pursuant to this ordinance, the Town entered into an agreement, with Echo Brewing Cask and Barrel, Inc. ("Echo"), for a term of three (3) years for the lease of Town-owned property located at 600 Briggs Street and 620 Briggs Street. Under the terms of the agreement, the lease term ends thirty-six (36) months from the date the Echo obtains the last of all required federal, state and local licenses necessary to operate its business. Additional terms of the agreement include but are not limited to: improvements to the premises shall be in exchange for monthly lease payment and the tenant has the exclusive option to purchase the premises for \$350,000.

Action: This was the first reading of Ordinance 02-2015 it will be returned for a second reading at the February 24, 2015 regular meeting of the Town of Erie Board of Trustees for action.

IX. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

CANYON CREEK FILING 9

- a. Resolution 15-22; A Resolution of the Town of Erie Regarding an Amendment to the Town of Erie Colorado 2005 Comprehensive Plan, Land Use Plan Map for a Portion of the Canyon Creek Subdivision Property, Adopting Certain Findings of Fact and Conclusion Favorable to Amending the Town of Erie 2005 Comprehensive Plan

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

- b. **Ordinance 04-2015; An Ordinance of the Town of Erie Approving Canyon Creek Planned Development Amendment No. 8; Making Findings Supporting Canyon Creek Planned Development Amendment No. 8; and Setting Forth Detail in Relation Thereto**
- c. **Resolution 15-23; A Resolution of the Town of Erie Making Certain Findings of Fact and Conclusions Favorable to Canyon Creek Filing No. 9; 1st Amendment Preliminary Plat; Imposing Conditions of Approval; Approving Canyon Creek Filing No. 9, 1st Amending Preliminary Plat with Conditions and Setting Forth Detail in Relation Thereto**

Deborah Bachelder, Senior Planner presented staff recommendations for the approval of Resolution 15-22. The application request is for an approval of an amendment to the Town of Erie, Colorado, 2005 Comprehensive Plan, Land Use Plan Map within the Canyon Creek Subdivision to: Remove the NC – Commercial and MDR – Medium Density Residential Land Use designations on a portion of the Canyon Creek Filing No. 9 property and replace it with the LDR - Low Density Residential Land Use designation. The change will result in approximately 26.6 acres of a portion the Canyon Creek Subdivision being designated as LDR – Low Density Residential. The gross density of the proposed development is 4.9 dwelling units per acre which fall within the 2-6 dwelling unit per acre gross density range for the LDR-Low Density Residential Land Use in the Comprehensive Plan. Staff finds the application consistent with the Comprehensive Plan Amendment approval criteria and recommends approval of the Comprehensive Plan Amendment application. Staff has provided Resolution 15-22, for Board of Trustee consideration. Staff is requesting that the Board of Trustees continue the decision on the Comprehensive Plan Amendment Resolution until the February 10th meeting so that the Board of Trustees can vote, at the same meeting, on all three (Comprehensive Plan Amendment, PD-Planned Development Amendment, Preliminary Plat) of the applications being presented concurrently at this meeting.

Deborah Bachelder, Senior Planner presented staff recommendations for the approval of Ordinance 04-2015. The applicant has a Comprehensive Plan Amendment land use application in concurrent review with the PD Amendment Land Use application. The Comprehensive Plan Amendment proposes to change the land use designation from NC-Neighborhood Commercial and MDR-Medium Density Residential to LDR-Low Density Residential on the 2005 Comprehensive Plan, Land Use Plan Map. Approval of the Comprehensive Plan Amendment will bring the Canyon Creek PD Amendment No. 8 into compliance with the Comprehensive Plan. Canyon Creek PD Amendment No. 8 proposes amendments to address development of the proposed townhomes and single family patio homes. The only change that staff is requesting is that the modification to allow attached sidewalks in front of the single family detached patio homes be removed from the PD Amendment. Staff finds the application consistent with the PD Amendment approval criteria in Municipal Code Section 10.7.6 D.9 and recommends approval of the Canyon Creek PD Amendment No. 8 application, on a second reading of the Ordinance, with the condition that the applicant remove the section titled "STANDARDS FOR PEDESTRIAN FACILITITES IN SFD-P SINGLE FAMILY" from Sheet 3 of the Canyon Creek PD Amendment No. 8 document. Staff has provided draft Ordinance 04-2015 approving the application for the Board of Trustees to consider.

Deborah Bachelder, Senior Planner presented staff recommendations for the approval of Resolution 15-23. The property is currently platted as Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3. The applicant will need to vacate the current plat before the proposed development can proceed with recording a final plat. The applicant has a Comprehensive Plan Amendment Land Use application in concurrent review with the Preliminary Plat land use application. The Comprehensive Plan Amendment proposes to change the land use designation from NC-Neighborhood Commercial and MDR-Medium Density Residential to LDR-Low Density Residential on the 2005 Comprehensive Plan, Land Use Plan Map.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

Please see the Comprehensive Plan Amendment memo to view the map change. Approval of the Comprehensive Plan Amendment will bring the proposed Preliminary Plat into compliance. The applicant has a PD Amendment Land Use application in concurrent review with the Preliminary Plat. Canyon Creek PD Amendment No. 8 designates the townhomes as TH Townhomes; and, the patio homes as SFD-P Single Family Detached – Patio Home. The proposed PD Amendment will bring the proposed Preliminary Plat into compliance with the regulations. Staff finds the application consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, and recommends approval of the Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat application. Staff has provided Resolution 15-23, for Board of Trustee consideration, approving the application with the following conditions: Canyon Creek PD Amendment No. 8 shall be approved and recorded before the Preliminary Plat approval comes into effect. The Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Plat shall be vacated prior to recordation of a final plat for Canyon Creek Filing No. 9, 1st Amendment. The Town and Owner will enter into a Development Agreement, prior to recordation of the Canyon Creek Subdivision Filing No. 9, 1st Amendment Final Plat. If construction is proposed to begin between March 15th and August 31st, a formal migratory bird survey shall be conducted before construction commences.

Action: Trustee Carroll moved to approve Resolution 15-22; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

Action: Trustee Schutt moved to approve Ordinance 04-2015; the motion was seconded by Trustee Charles. Trustee Carroll moved for a friendly amendment to this motion to remove the condition requiring detached sidewalks; this was seconded by Trustee Charles. Trustee Schutt did not accept the amendment.

Action: The Board voted on the motion to amend. The motion carried with a (5) five for and one against vote with Trustee Schutt voting no.

Action: The Board voted on the motion to approve Ordinance 04-2015 with the amendment to remove the condition requiring detached sidewalks. The motion carried with a (5) five for and one against vote with Trustee Schutt voting no.

Action: Trustee Charles moved to approve Resolution 15-23; the motion was seconded by Trustee Moore. The motion carried with all present voting in favor thereof.

X. GENERAL BUSINESS

a. School Traffic Safety Problem Solving Project

Russell Pennington, Deputy Public Works Director and Sgt. Mike Haefele of the Police Department presented this agenda item. During the course of the school year, residents have noticed and voiced concerns regarding traffic flow and pedestrian safety at the 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 stretches while cars are unable to complete a turn at an intersection or into a school parking lot, and speeding. Both Public Works and the Police Department have investigated traffic issues at the different schools in Erie. Previously, traffic concerns had been monitored at a few of the schools for any potential solutions.

GENERAL BUSINESS (continued)

In 2012 Public Works performed a signal warrant analysis at the intersection of County Line Road and Austin Avenue near Aspen Ridge. 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. In November of 2013, Public Works 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 they ended up with from parents driving their children to school rather than allowing them to walk or bike from the neighborhoods. Staff members from Public Works 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. 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. Chief Vasquez, Commander Stewart, and Sergeant Nevarez met with Gary Behlen and Russell Pennington to discuss the ideas that were developed through the Police Departments Problem Solving Project. Some of the ideas that were developed consist of additional signage, adding crosswalks, and left hand turning restrictions. Although the suggested improvements may help to some degree, not all of the issues can be solved within the Town Right of Ways. Staff recommends that the improvements listed above be coordinated with the school district and installed. If approved by the Board of Trustees, funding will need to be appropriated since these improvements are not in the 2015 budget. If the proposed improvements are funded, Staff from the Police Department and Public Works will meet as soon as possible with the school district to discuss and coordinate the improvements.

Action: General consensus of the Board was for staff to meet with the School District and continue with the Project.

GENERAL BUSINESS (continued)

b. Vista Ridge Filing 11 Commercial – Traffic Project

Chris Jensen, Vista Commercial Advisors, Inc. presented a request to the Board of Trustees for the Town to fund the removal of a traffic safety issue at the east entrance next to the 7 Eleven at the Village at Vista Ridge Shopping Center.

Action: General Board consensus was to direct staff to come back in two week with the cost to mitigate and improve the issue and a means for reimbursement to the Town from future developers of the remaining four vacant pad sites at this location.

XI. BOARD OF TRUSTEES REPORTS

Mayor Pro Tem Gruber provided the Board with an update on Transportation and got a general consensus to allow the Town to become a member of the US 36 Mayors and Commissioners Round Table.

XII. EXECUTIVE SESSION

a. **EXECUTIVE SESSION** for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); specifically, to receive legal advice concerning potential litigation involving the Town.

Action: Trustee Carroll moved to go into Executive Session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); specifically, to receive legal advice concerning potential litigation involving the Town; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

It's Tuesday, February 10, 2015, and the time is 9:50.m. For the record, I am the presiding officer, Mayor Pro Tem Mark Gruber. As required by the Open Meetings Law, this executive session is being electronically recorded. Also present at this executive session are the following persons:

Mayor Pro Tem Mark Gruber; Trustees Janice Moore, Dan Woog, Scott Charles, and Jennifer Carroll;; Town Administrator A.J. Krieger; Community Development Director, Marty Ostholthoff; Assistant to the Town Administrator, Fred Diehl; and Town Attorney Mark Shapiro

This is an executive session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); specifically, to receive legal advice concerning potential litigation involving the Town.

Upon completion of the Executive Session, Mayor Pro Tem Gruber announced that the time is now 10:27 p.m., and the executive session has been concluded. The participants in the executive session were:

EXECUTIVE SESSION (continued)

Mayor Pro Tem Mark Gruber; Trustees Janice Moore, Dan Woog, Scott Charles, and Jennifer Carroll;; Town Administrator A.J. Krieger; Community Development Director, Marty Ostholthoff; Assistant to the Town Administrator, Fred Diehl; and Town Attorney Mark Shapiro

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

Action: Trustee Schutt moved to allow the Board to disclose the information presented to the Board in the 02-10-2014 Executive Session to Mayor Harris who was absent; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

XIII. ADJOURNMENT

Action: Trustee Charles moved to adjourn the February 10, 2015 Regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Trustee Moore. The motion carried with all present voting in favor thereof.

Action: Mayor Pro Tem Gruber adjourned the February 10, 2015 Regular Meeting of the Town of Erie Board of Trustees at 10:29 p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Mark Gruber-Mayor Pro Tem

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 15-28: A Resolution Authorizing the Town of Erie, Colorado to Apply for a Grant from Great Outdoors Colorado for Funds to Assist with the Master Plan of the Flatiron Meadows Park Site, And Setting Forth Details In Relation Thereto

DEPARTMENT: Parks & Recreation
PRESENTER: Farrell Buller, Parks & Recreation Director

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

STAFF RECOMMENDATION: **Staff recommends approval of Resolution 15-28 authorizing the Town to apply for a planning grant from Great Outdoors Colorado**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Great Outdoors Colorado (GOCO) offers a spring and fall grant cycles each year. Applications for the spring 2015 cycle are due on Wednesday, March 4, 2015. Based on the Board's recommendation, staff plans to submit a grant application for funds to complete a master plan for the Flatiron Meadows park site.

The grant application requires a signed resolution from the Board of Trustees. The resolution must include the following:

- Support for the proposed project and application.
- Acknowledgement that the Town is responsible for the expenditure of funds required to meet the terms and obligations of the grant agreement and application.
- A statement authorizing a designated official to sign the grant agreement if the grant is awarded.
- A statement confirming the Town's ability to complete the specific transactions that will be necessary to accomplish the project.

The grant request is for funds to complete the Flatirons Meadows Park Master Plan. This plan will be for the Town park site as well as the Boulder Valley School District's new school site that was approved when BVSD voters passed a bond issue in 2014. The plan will create a comprehensive framework and construction documents for the neighborhood park, trail connections and the school grounds. By working collaboratively with BVSD we can create a site will benefit the residents of Erie in their pursuit of both passive and active recreational opportunities as well as take into consideration the future needs of the Boulder Valley School District. This coordinated effort will maximize our resources and create a unifying document that all parties support.

The GOCO Board decision for this cycle is tentatively scheduled for June 18, 2015. If successful, GOCO will fund up to 75% of the project cost and the Town must provide the balance (10% must be in cash). The Parks and Recreation Department has the matching funds available in 2015 budget in the consultation line item.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

Attachments:

- a. Resolution 15-28

RESOLUTION NO. 15-28

A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO TO APPLY FOR A GRANT FROM GREAT OUTDOORS COLORADO FOR FUNDS TO ASSIST WITH THE MASTER PLAN FOR FLATIRON MEADOWS PARK SITE AND SETTING FORTH THE DETAIL IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado, wishes to apply for a grant from Great Outdoors Colorado for funds to assist with the master plan for Flatiron Meadows park site; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to apply for such grant funding.

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

Section 1. The Town of Erie supports the master planning of the park and school site located in the Flatiron Meadows development.

Section 2. The Town of Erie acknowledges that it is responsible for providing matching funds as outlined in the grant application and it is responsible for the expenditure of funds necessary to meet the terms and obligations of any grant awarded.

Section 3. If the grant is awarded the Town of Erie hereby authorizes the Mayor of the Town of Erie to sign the grant agreement with Great Outdoors Colorado.

Section 4. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED AND APPROVED THIS 24TH DAY OF FEBRUARY 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
A Colorado Municipal Corporation

By _____
Tina Harris, Mayor

ATTEST:

Nancy J. Parker, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

SUBJECT: **CONSENT:** Approval of Ordinance 02-15; An Ordinance of the Town of Erie, Authorizing the Town to Enter into the First Amendment to the Lease Agreement with Option to Purchase with Echo Brewing Cask & Barrel, Inc.; Authorizing and Directing the Appropriate Town Officers to Sign Said First Amendment; and Setting Forth Details Thereto. (**SECOND READING**)

DEPARTMENT: Administration

PRESENTER: Fred Diehl, Assistant to the Town Administrator

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

STAFF RECOMMENDATION: Board Approval of Ordinance 02-15 authorizing the Town to enter into the First Amendment to the Lease Agreement with Option to Purchase with Echo Brewing Cask & Barrel, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

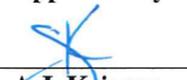
SUMMARY: Echo has requested to amend the original Lease Agreement with Option to Purchase to change the lease term to four (4) years. The request is in part the result of two conditions: 1) Echo made additional improvements to the building above and beyond the original scope and 2) obtaining required licenses took longer than anticipated.

BACKGROUND: On June 25, 2013, the Board of Trustees approved Ordinance 25-2013. Pursuant to this ordinance, the Town entered into an agreement, with Echo Brewing Cask and Barrel, Inc. ("Echo"), for a term of three (3) years for the lease of Town-owned property located at 600 Briggs Street and 620 Briggs Street. Under the terms of the agreement, the lease term ends thirty-six (36) months from the date the Echo obtains the last of all required federal, state and local licenses necessary to operate its business. Additional terms of the agreement include but are not limited to: improvements to the premises shall be in exchange for monthly lease payment and the tenant has the exclusive option to purchase the premises for \$350,000.

Staff Review:

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

Approved by:


A.J. Krieger
Town
Administrator

ATTACHMENTS:

- a. Ordinance 02-15
- b. First Amendment
- c. Lease Purchase Agreement with Option to Purchase

ORDINANCE NO. 02 - 15
Series of 2015

AN ORDINANCE AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO THE FIRST AMENDMENT TO LEASE AGREEMENT WITH OPTION TO PURCHASE WITH ECHO BREWING CASK & BARREL, INC.; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID FIRST AMENDMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, pursuant to Ordinance 25-2013, Series of 2013, adopted on July 3, 2013, the Town of Erie, Colorado entered into a lease agreement with an option to purchase, dated July 5, 2013 (“Lease and Option”) with Echo Brewing Cask and Barrel, Inc. (“Echo”), for a term of three (3) years for the lease with the option to purchase of Town-owned property located at 600 Briggs Street and 620 Briggs Street, Erie, Colorado (“Property”); and,

WHEREAS, the Town and Echo now desire to amend the Lease and Option to change the lease term for lease of the Property to four (4) years, as more fully set forth in the First Amendment to Lease Agreement with Option to Purchase (“First Amendment”); and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to enter into First Amendment with Echo.

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

Section 1. That the First Amendment between the Town of Erie and Echo, a copy of which is attached hereto and incorporated herein by this reference, is found to be a reasonable and acceptable agreement for the amendment of the Lease and Option with Echo.

Section 2. That the appropriate Town officer is hereby authorized and directed to execute and enter into First Amendment with Echo.

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 ORDER PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 24th DAY OF FEBRUARY, 2015.

PUBLISHED IN FULL ON THE 4th DAY OF MARCH, 2015.

TOWN OF ERIE, COLORADO, a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

AMENDMENT TO LEASE AGREEMENT WITH OPTION TO PURCHASE

1. PARTIES

THIS AMENDED LEASE AGREEMENT WITH OPTION TO PURCHASE (“Lease” or “Lease Agreement”) dated this 24th day of February, 2015, is entered into by and between the **TOWN OF ERIE**, a Colorado municipal corporation, as Landlord (“Landlord”), whose address is P.O. Box 750, Erie, Colorado 80516, and **ECHO BREWING CASK & BARREL, INC.**, a Colorado corporation, as Tenant (“Tenant”), whose address is c/o Melissa Richards, P.O. Box 794, Erie, Colorado 80516 and 600 Briggs Street, Erie, Colorado 80516.

2. THE PREMISES

The Landlord leases to Tenant and Tenant leases from Landlord those certain premises designated at 600 and 620 Briggs Street, Erie, Colorado 80516, legally described as follows:

Lots 1 and 2, Block 12, West Addition, Town of Erie, County of Weld, State of Colorado; and Lots 3 and 4, Block 12, West Addition, Town of Erie, County of Weld, State of Colorado.

3. ORIGINAL LEASE

The Landlord and Tenant entered into a lease agreement for the Premises described above which dated the 5th day of July, 2013 (herein referred to as the "Original Lease").

4. AMENDMENT TO LEASE:

Both parties hereby agree to amend the Original Lease as follows:

Amend a portion of Section 5 Term, of the Original Lease stating “This Lease shall have a term commencing on July 1, 2013 (the “Commencement Date”) and ending on the date which is thirty six (36) months from the date Tenant obtains the last of all required federal, state, and local licenses necessary to operate its business (“Primary Lease Term”)” and shall be replaced with “This Lease shall have a term commencing on July 1, 2013 (the “Commencement Date”) and ending on the date which is forty eight (48) months from the date Tenant obtains the last of all required federal, state, and local licenses necessary to operate its business (“Primary Lease Term”).

All other terms, conditions and provisions of the Original Lease shall remain in full force and effect.

5. INCONSISTENCY

In the event of any conflict between this Amendment and the Original Lease, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Lease Agreement with Option to Purchase as of the date first above written.

LANDLORD:

TOWN OF ERIE,

A Colorado municipal corporation

By: _____

A.J. Krieger, Town Administrator

ATTEST:

By: _____

Nancy Parker, Town Clerk

TENANT:

ECHO BREWING CASK & BARREL, INC.

A Colorado corporation

By: _____

Melissa Richards, President

ATTEST:

STATE OF COLORADO)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by Melissa Richards as President of Echo Brewing Cask & Barrel, Inc.

My commission expires:

WITNESS my hand and official seal.

NOTARY

SEAL

Notary Public

LEASE AGREEMENT WITH OPTION TO PURCHASE

1. PARTIES

THIS LEASE AGREEMENT WITH OPTION TO PURCHASE ("Lease" or "Lease Agreement"), dated this 5th day of July, 2013, is entered into by and between the TOWN OF ERIE, a Colorado municipal corporation, as Landlord ("Landlord"), whose address is P.O. Box 750, Erie, Colorado 80516, and ECHO BREWING CASK & BARREL, INC., a Colorado corporation, as Tenant ("Tenant"), whose address is c/o Melissa Richards, P.O. Box 794, Erie, CO 80516 until July 1, 2013, and 600 Briggs Street, Erie, Colorado 80516 after July 1, 2013.

2. PREMISES

Landlord leases to Tenant and Tenant leases from Landlord those certain premises consisting of two lots, one lot with approximately Two Thousand Five Hundred Twenty (2,520) rentable square feet of space in a building (the "Building") located on a Seven Thousand Five Hundred (7,500) square foot lot designated as 600 Briggs Street, Erie, Colorado 80516 and one Seven Thousand Five Hundred (7,500) square foot vacant lot designated as 620 Briggs Street, Erie, Colorado 80516 and all appurtenances related thereto (the two lots and Building together referred to herein as the "Premises"), legally described as follows:

Lots 1 and 2, Block 12, West Addition, Town of Erie, County of Weld, State of Colorado; and
Lots 3 and 4, Block 12, West Addition, Town of Erie, County of Weld, State of Colorado,

in accordance with and subject to the provisions of this Lease, and such use shall be further subject at all times to such reasonable, uniform, and nondiscriminatory rules and regulations as may from time to time be established by Landlord. Within ninety (90) days after the date of this Lease, Landlord shall, at its sole cost, demolish the building at 620 Briggs St., remove all debris related thereto, and fill in to grade any hole left thereby. Landlord shall record a utility easement for the irrigation tap located on the southwest corner of Lot 1, Block 12.

3. USE

(a) Permitted Use. Tenant shall use the Premises for a retail and wholesale brewery business for the purposes of brewing and selling Tenant's beer to the general public at retail and to wholesale accounts and shall not use or permit the Premises to be used for any other purpose. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant may sell food, or allow food to be sold, on the Premises.

(b) Exterior Storage; Trash. Tenant shall not place or store any materials or other objects in any location on the Premises outside of the Building. Tenant shall not place any trash, litter or other objects in any location on the Premises outside of the Building, and trash and litter shall not be placed in any location other than in designated trash receptacles.

(c) Auctions. Tenant shall not conduct any sale by auction from the Premises whether voluntary, involuntary, pursuant to any assignment for the benefit of creditors, or pursuant to any bankruptcy or other insolvency proceedings.

(d) Uses Prohibited. Tenant shall not do anything which will cause a cancellation of insurance on the Building. Tenant shall not use the Premises for any unlawful purpose. Tenant shall not permit any nuisance about the Premises. Tenant shall not commit any waste upon the Premises.

(e) Compliance With Law. Tenant shall comply, at Tenant's sole expense, with all laws, statutes, ordinances, and governmental rules, regulations or requirements now in force, or which may hereafter be in force, and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted related to the Premises. Further, the judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has

violated any such law, statute, ordinance, rule, regulation, or requirement, shall be conclusive of the fact as between Landlord and Tenant. Tenant shall be responsible for compliance with the Americans With Disabilities Act (the "Act") insofar as its requirements affect or pertain to the Building and the Premises. Costs of compliance as to conditions in the Building and Premises required as a result of changes in the Act and its regulations following the execution of this Lease shall be borne by Tenant. Landlord's consent to any alterations by Tenant or Landlord's approval of plans, specifications, and working drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules, and regulations of governmental agencies or authorities, including, but not limited to the Act.

4. ACCEPTANCE OF PREMISES

After Tenant occupies the Premises, Tenant shall be deemed to have fully accepted the Premises in "as is" condition. Neither Landlord nor Landlord's agents have made any representations, warranties or promises with respect to the physical condition of the Building, the land upon which it is erected, or the Premises, or any matter or thing affecting or related to the Premises except as herein expressly set forth.

Tenant acknowledges, understands and agrees that the Premises are not in compliance with all applicable provisions of the Act. Tenant further acknowledges, understands and agrees that the Landlord does not currently plan to bring the Premises into compliance with the Act, but that all compliance with the Act is the sole responsibility of Tenant. Tenant waives any and all claims it may have (now or in the future) against the Landlord based in any way upon the Premises' non-compliance with the Act.

5. TERM

This Lease shall have a term commencing on July 1, 2013 (the "Commencement Date") and ending on the date which is thirty six (36) months from the date Tenant obtains the last of all required federal, state and local licenses necessary to operate its business ("Primary Lease Term"). Tenant shall provide to Landlord written notice of the date upon which Tenant obtains the last of all required federal, state and local licenses necessary to operate its business, which date shall be no later than the date Tenant opens for business. Such notice shall be provided to Landlord within ten (10) days of receipt of the final license needed by Tenant to operate. If, after the expiration or earlier termination of this Lease as provided herein, Tenant shall remain in possession of the Premises without an express written agreement with Landlord as to such holding, then such holding over, at Landlord's sole discretion may be deemed and taken to be a renewal and extension of this Lease for a month to month tenancy subject to and on the same terms and conditions as provided in this Lease on the part of the Tenant to be observed and performed except that the Base Rent shall be equal to one and one-half times the then current market rate of rent for a property comparable to the Premises, as determined by the Landlord. Throughout such period of hold over, Tenant shall also pay Additional Rent as provided in the Lease.

6. RENT; PREMISES TAXES; PREMISES INSURANCE

Tenant shall pay to Landlord, without offset, deduction, notice, or demand, rent, which term shall include Base Rent and Additional Rent (as those terms are defined herein, below) (Base Rent and Additional Rent together referred to herein as the "Rent") for the Premises as follows:

(a) Base Rent. Tenant shall pay to Landlord as Base Rent during the Primary Lease Term the following: in lieu of monetary rent, Tenant shall pay for, construct and complete certain specific improvements to the Premises, in the time frame and prior to the deadline indicated, all as set forth on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Improvements").

(b) Additional Rent; Taxes; Insurance. Tenant shall pay, as directed herein below, as Additional Rent, all Taxes, Real Estate Taxes and Assessments, and all Insurance Premiums related to the Building ("Additional Rent"). Additional Rent shall be paid to Landlord, or as directed herein below, in lawful money of the United States of America at the address of Landlord set forth in Paragraph 1, hereof, or at such place as Landlord may from time to time designate in writing, or as indicated herein below.

(i) Taxes, Real Estate Taxes. The Landlord currently pays no property taxes, taxes, assessments or charges as the Premises is publicly owned, but both parties agree that in the event such property taxes, taxes, assessments or charges are levied, then Tenant shall pay and be fully and solely responsible for such property taxes, taxes, assessments or charges as required of Tenant herein. Tenant agrees to pay before they become delinquent all property taxes, taxes, general and special assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as "Taxes") lawfully levied or assessed against the Premises. Notwithstanding the foregoing, the parties agree that Tenant shall have no obligation to purchase any water rights. Tenant shall be solely responsible for these costs, and shall pay the costs directly to the taxing authority. In the event the taxes levied or assessed against the Premises are charged to the Landlord or paid by the Landlord, Tenant shall pay to the Landlord as Additional Rent, upon demand, all of the said taxes paid by the Landlord. Taxes shall include all real property taxes and assessments levied against the Premises by any governmental or quasi-governmental authority, including any taxes, assessments, surcharges, or service or other fees of a nature not presently in effect which shall hereafter be levied on the Premises as a result of the use, ownership or operation of the Premises or for any other reason, whether in lieu of or in addition to any current real estate taxes and assessments; provided, however, that in no event shall the terms "taxes" and "assessments", as used herein, include any federal, state or local income taxes levied or assessed on Landlord unless such taxes are a specific substitute for real property taxes. "Assessments" shall include any and all so-called special assessments, license tax, business license fee, business license tax, commercial rental tax, levy, charge or tax imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, water, drainage or other improvement or special district thereof, against the Premises or the Building, or any part thereof, or against any legal or equitable interest of Landlord therein. For the purposes of this Lease, any special assessment shall be deemed payable in such number of installments as is permitted by law, whether or not actually so paid. Any tax or insurance reimbursement for any partial lease year shall be apportioned on a per diem basis. Tenant shall pay prior to delinquency all personal property taxes on Tenant's personal property located on the Premises.

(ii) Premises Insurance. Insurance shall include fire, extended coverage, property damage, liability, and business interruption or rent loss, all other insurance coverages described in this paragraph and any other insurance coverage reasonably deemed by Landlord to be required to be carried on the Premises. "Insurance Premiums" shall mean all premiums charged for such Insurance. Tenant shall maintain directly a policy or policies of insurance with the premiums thereon fully paid in advance, issued by and binding upon an insurance company of good financial standing, insuring the Premises against loss or damage by fire or other insurable hazard and contingencies for the full insurance value thereof, or at Landlord's option, insuring for the full replacement cost thereof, provided that neither the Tenant nor the Landlord shall not be obligated to insure any furniture, equipment, machinery, goods or supplies which Tenant may keep or maintain in the Premises, or any Tenant improvements or alteration, addition or improvement which Tenant may make to or upon the Premises. The Tenant shall maintain or cause to be maintained on the Premises a policy or policies of fire, damage and destruction insurance in a form acceptable to the Landlord, with the premiums thereon fully paid in advance, issued by and binding upon an insurance company of good financial standing and acceptable to Landlord, such insurance to afford minimum protection of not less than Two Hundred Thousand Dollars (\$200,000.00) for fire, extended coverage, and property damage, which insurance shall name the Landlord as the loss payee for property damage to the Building. The Tenant shall maintain or cause to be maintained on the Premises a policy or policies of comprehensive general liability insurance in a form acceptable to the Landlord, with the premiums thereon fully paid in advance, issued by and binding upon an insurance company of good financial standing and acceptable to Landlord, such insurance to afford minimum protection of not less than One Million Dollars (\$1,000,000.00) for personal injury or death in any one occurrence and of not less than Two Million Dollars (\$2,000,000) general aggregate limit. Tenant shall present proof of such insurance as required herein on or prior to the Commencement Date and prior to possession of the Premises. All such policies required herein this Paragraph 6 shall name Landlord as primary additional insured, and shall provide that the same may not be canceled or materially altered except upon thirty (30) days prior written notice to Landlord.

(d) Payment of Additional Rent. Tenant shall pay to Landlord Additional Rent in the following manner:

(i) Tenant shall be solely responsible for all property taxes, Taxes, assessments and charges levied or assessed against the Premises, as set forth in Paragraph 6, and shall pay the costs directly to the

taxing authority. In the event the Taxes levied or assessed against the Premises are charged to the Landlord or paid by the Landlord, Tenant shall pay to the Landlord as Additional Rent, upon demand, all of the said Taxes paid by the Landlord.

(ii) Beginning with the Commencement Date, Tenant shall pay the full amount of the Insurance Premiums. Tenant shall be solely responsible for all Insurance Premiums, as set forth in Paragraph 6, and shall pay the costs directly to the insurance companies. In the event the Insurance Premiums as required herein are charged to the Landlord or paid by the Landlord for any reason, Tenant shall pay to the Landlord as Additional Rent, upon demand, all of the said Insurance Premiums by the Landlord to the Landlord, as Additional Rent, upon demand.

(iii) Landlord's failure during the Lease term to prepare and deliver any statements or bills, or Landlord's failure to make a demand under this Paragraph 6 or under any other provision of this Lease shall not in any way be deemed to be a waiver of, or cause Landlord to forfeit or surrender, its rights to collect any items of Additional Rent which may have become due pursuant to this Paragraph during the term of this Lease, except as otherwise specifically set forth in this Lease. Tenant's liability for all Additional Rent due under this Lease shall survive the expiration or earlier termination of this Lease.

(iv) Regardless of any rental abatement granted to Tenant as an incentive or concession, or to which Tenant may be entitled hereunder, Tenant's obligation to pay Additional Rent shall not abate, but shall begin on the Commencement Date and shall continue in full force and effect for the entire term of this Lease, including any renewals or extensions hereof.

(e) Late Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent, Additional Rent, or other sums due hereunder will cause Landlord to incur costs of which will be difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Base Rent, Additional Rent, or any other sum due from Tenant shall not be received by Landlord within five (5) days from the date such amount is due, Tenant shall pay to Landlord on demand a late charge of seven percent (7%) of such overdue amount, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay such amount. Any Rent or sums due from Tenant which are more than one (1) month delinquent shall bear interest at the rate of eighteen percent (18%) per annum ("Interest Rate") from the due date. Tenant shall pay on demand Thirty-five Dollars (\$35.00) for any check returned for insufficient funds. All such charges shall be deemed Additional Rent hereunder.

(f) Intention of Landlord and Tenant. It is the intention of Landlord and Tenant that all Rent, Base Rent and Additional Rent, as referred to in this Paragraph 6 shall be an absolute net return to Landlord and that all reasonable cost and expense that may be paid or incurred by Landlord in operating, managing, equipping, repairing, and maintaining the Premises shall be borne by Tenant and not by Landlord. The following costs and expenses, including, without limitation: HVAC and HVAC system; sewer & water; common area trash removal; snow removal; landscaping; remodeling, or alteration of the Building; insurance; security service; utilities; tax assessments; and, janitorial service imposed upon or related to the Premises, except as otherwise specifically provided herein, shall be borne by Tenant and not by Landlord. It is further the intent of Landlord and Tenant that all Insurance Premiums and Taxes imposed upon or related to the Premises, except as otherwise specifically provided herein, shall be borne by Tenant and not by Landlord.

7. SECURITY DEPOSIT

No security deposit shall be due from Tenant.

8. SERVICES

(a) Separately Metered Services. The Premises shall be separately metered for water, sewer, gas and electric utility services. Tenant shall be responsible for contracting directly in its own name with the appropriate utility supplier for all water, sewer, gas and electric service to the Premises. Tenant shall be responsible for payment of all fees and costs for such water, sewer, gas and electric service to the Premises, directly to the applicable utility supplier, prior to delinquency. Tenant shall pay for cost of all utilities and services, of every kind and nature, used on the Premises. Service shall be designated in the name of the Tenant as of the date of this Lease Agreement. Tenant shall pay for such costs directly. With regard to any

costs which the Landlord must pay on Tenant's behalf, such costs shall be paid by Tenant to the Landlord as incurred and shall be considered as Additional Rent.

(b) Service Interruption. Landlord shall not be liable for failure or interruption of utility services systems or services. Landlord shall not be liable for any failure or discontinuance of utility services, nor shall such failure or discontinuance be construed as a constructive eviction of Tenant or cause an abatement of Rent.

(c) Payment by Tenant. Tenant shall be responsible for payment of all fees and costs of utility services as used by Tenant on the Premises directly to the utility provider. Tenant shall pay, prior to delinquency and directly to the applicable supplier, for all services and utilities supplied to the Premises and separately metered, together with any taxes thereon. Tenant shall arrange and pay for its own telephone, internet and telecommunications services. Tenant agrees to pay promptly for all utilities and services and to indemnify and hold harmless the Landlord from any and all claims for payment of the utilities and services.

(d) Water Taps. Tenant may either use the existing three-quarters ($\frac{3}{4}$) inch water tap for all water needs on the Premises, or may use the existing three-quarters ($\frac{3}{4}$) inch water tap for outdoor irrigation only, and use the existing one (1) inch water tap for domestic, non-outdoor irrigation purposes. All costs of extensions or modification of water taps shall be borne solely by Tenant.

9. TENANT REPAIRS AND ALTERATIONS

(a) Repairs. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof including but not limited to interior surfaces of ceilings, walls and floors; doors, windows, plate glass; foundations; roof; exterior walls; HVAC and HVAC system; and all plumbing, pipes and apparatus, electrical fixtures, furnishings and equipment, in good condition and repair. Tenant shall, upon the expiration or earlier termination of this Lease, surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear excepted. All damage or injury to the Premises caused by carelessness, omission, neglect, or improper conduct of Tenant, its employees, agents, subtenants, assignees or invitees shall be repaired promptly by Tenant at its sole cost and expense, to the satisfaction of Landlord reasonably exercised. Tenant shall remove all of Tenant's signage from the Premises at the termination of the Lease.

(b) Alterations. Tenant shall not make any alterations, additions or improvements to the Premises, or change any plumbing or wiring, without the prior written consent of Landlord, except as may be otherwise provided for in elsewhere in this Lease. Plans and specifications for such work shall be submitted to and approved in writing by Landlord prior to commencement of any such work. No fixtures, permanently attached, shall be removed from the Premises. Landlord shall have the right to approve Tenant's contractors as well as the general manner and method in which such work is to be performed. Prior to commencement of any work, Tenant shall provide Landlord with insurance certificates evidencing that all contractors and subcontractors have workmen's compensation insurance, and builder's risk insurance in amounts and with coverages satisfactory to Landlord. Any such improvements, including wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to Landlord and shall be surrendered with the Premises. Upon the expiration of the term hereof, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, remove any alterations, additions or improvements made by Tenant, designated by Landlord to be removed; and Tenant shall, at its sole cost and expense, repair any damage to the Premises caused by such removal. At least twenty (20) days prior to the commencement of any work on the Premises, Tenant shall notify Landlord of the names and addresses of the persons supplying labor and materials so that Landlord may give notice that it shall not be subject for any lien for Tenant's work, in accordance with Colorado's mechanics' lien statutes. Landlord shall have the right to keep posted on the Premises notice to such persons in accordance with such statute.

Landlord understands that Tenant is required by the Lease to construct the Improvements as Base Rent. Landlord agrees to the construction of such Improvements by Tenant, however, Tenant shall be required to comply with the requirements contained in this Paragraph 9 prior to construction of the Improvements.

(c) Mechanics' Liens. Tenant shall pay or cause to be paid all costs for work done by or on behalf of Tenant or caused to be done by or on behalf of Tenant on the Premises of a character which will or may result in liens against Landlord's interest in the Premises or the Building, or any part thereof and Tenant will keep

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

10. INDEMNITY

(a) Landlord's Indemnity and Non-Liability. Tenant is not an agent nor an employee of the Landlord hereunder, and all of its activities relating to the Premises shall be in its capacity as an independent Tenant.

(i) Obligation of the Tenant. Tenant shall pay all obligations and defend all disputed claims arising out of or resulting from Tenant's activities conducted in connection with or incidental to the use of the Premises and this Lease Agreement. Tenant shall keep the Landlord fully advised of any such matters.

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

(iii) Notice of Claims. Tenant and the Landlord will provide each other with prompt written notice of any event covered by the indemnity section of this Lease Agreement and in the event a claim or action is filed.

11. TENANT'S INSURANCE

Tenant shall procure and maintain at its own cost at all times during the term of this Lease and any extensions hereof, fire, hazard and extended coverage insurance on Tenant's property, tenant's improvements, alterations and additions to the Premises, and the contents of the Premises in an amount not less than full replacement value, comprehensive general liability insurance, including coverage for bodily injury, property damage, personal injury (employee and contractual liability, exclusions deleted), products and completed operations, contractual liability, owner's protective liability, host liquor legal liability and broad form property damage with the following limits of liability: One Million Dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury, property damage and personal injury; Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and for products and completed operations. All such insurance shall be procured from a responsible insurance company authorized to do business in Colorado and rated no lower by Best than AA, and shall be otherwise satisfactory to Landlord. All such policies shall name Landlord and Landlord's managing agent as primary additional insureds, and shall provide that the same may not be canceled or materially altered except upon thirty (30) days prior written notice to Landlord. All insurance maintained by Tenant shall be primary to any insurance provided by Landlord. If Tenant obtains any general liability insurance policy on a claims-made bases, Tenant shall provide continuous liability coverage for claims arising during the entire term of this Lease, regardless of when such claims are made, either by obtaining an endorsement providing for an unlimited extended reporting period in the event such

policy is canceled or not renewed for any reason whatsoever or by obtaining new coverage with a retroactive date the same as or earlier than the expiration date of the canceled or expired policy. Tenant shall provide certificate(s) of such insurance to Landlord upon commencement of the Lease term and at least thirty (30) days prior to any annual renewal date thereof and upon request from time to time and such certificate(s) shall disclose that such insurance names Landlord and Landlord's managing agent as an additional insured, in addition to the other requirements set forth herein. The limits of such insurance shall not, under any circumstances, limit the liability of Tenant hereunder. The Tenant's insurance as required in this Paragraph 11 shall be in addition to the Premises insurance as required in Paragraph 6, herein above.

12. SUBROGATION

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss or damage to property insured by fire, extended coverage, or any other property insurance policies existing for the benefit of the respective parties. The foregoing waiver shall be in force only if both parties' insurance policies contain a clause providing that such a waiver shall not invalidate the insurance and such a policy can be obtained without additional premiums.

13. NO LANDLORD REPAIRS OR MAINTENANCE

Landlord shall have no repair or maintenance obligation for the Premises. All repairs and maintenance are the sole obligation and responsibility of Tenant.

14. TENANT REPAIRS AND MAINTENANCE

Tenant shall maintain all portions of the Premises and Building in good order, condition and repair.

15. LIMITED LIABILITY

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

16. HAZARDOUS MATERIALS

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

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

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

(d) Compliance with Hazardous Materials Laws. Tenant will not cause any Hazardous Material to be brought upon, kept or used in or on the Premises or the Building in a manner or for a purpose prohibited by or that could result in liability under any Hazardous Materials Law. Tenant, at its sole cost and expense, will

comply with all Hazardous Materials Laws and prudent industry practice relating to the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under or about the Premises or the Building required for Tenant's use of the Premises and will notify Landlord of any and all Hazardous Materials Tenant brings upon, keeps or uses on the Premises or the Building (other than small quantities of office cleaning or other office supplies as are customarily used by a tenant in the ordinary course of its business). On or before the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, will completely remove from the Premises and the Building (regardless whether any Hazardous Materials Law requires removal), in compliance with all Hazardous Materials Laws, all Hazardous Materials Tenant causes to be present in, on, under or about the Premises and the Building. Tenant will not take any remedial action in response to the presence of any Hazardous Materials in on, under or about the Premises and the Building, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Materials in, on, under or about the Premises and the Building, without first (a) notifying Landlord of Tenant's intention to do so and (b) affording Landlord reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Landlord's interest in the Premises and the Building.

(e) Notice of Actions. Tenant will notify Landlord of any of the following actions affecting Landlord, Tenant or the Premises or the Building that result from or in any way relate to Tenant's use of the Premises and the Building immediately after receiving notice of the same: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law; (ii) any Claim made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (iii) any reports made by any person, including Tenant, to any environmental agency relating to any Hazardous Material, including any complaints, notices, warnings or asserted violations. Tenant will also deliver to Landlord, as promptly as possible and, in any event, within five (5) days after Tenant first receives or sends the same, copies of all Claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use of the Premises. Upon Landlord's written request, Tenant will promptly deliver to Landlord documentation acceptable to Landlord reflecting the legal and proper disposal of all Hazardous Materials removed or to be removed from the Premises. All such documentation will list Tenant or its agent as a responsible party and will not attribute responsibility for any such Hazardous Materials to Landlord, provided that Tenant caused the Hazardous Material to be present in, on, under or about the Premises and the Building.

(f) Disclosure and Warning Obligations. Tenant acknowledges and agrees that all reporting and warning obligations required under Hazardous Materials Laws resulting from, or in any way relating to Tenant's use of the Premises or Building are Tenant's sole responsibility, regardless whether the Hazardous Materials Laws permit or require Landlord to report or warn.

(g) Indemnification. Landlord represents and warrants there will be no hazardous materials in, on, under or about the Premises as of the date of execution of this Lease. Tenant will indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Premises and the Building (including water tables and atmosphere) resulting from or in any way related to Tenant's use of the Premises or Building. Tenant's obligations under this Paragraph 16 include, without limitation and whether foreseeable or unforeseeable, (i) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the Premises and the Building; (ii) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (iii) the value of any loss of use and any diminution in value of the Premises or the Building; and (iv) consultants' fees, experts' fees and response costs. The obligations of Tenant under this Paragraph 16 shall survive the expiration or earlier termination of this Lease.

17. NO ASSIGNMENT OR SUBLETTING

(a) Tenant shall not assign this Lease or sublet all or any part of the Premises.

(b) If Tenant is a corporation or a limited liability company, then any type of transfer or assignment, whether by merger, consolidation, liquidation, or otherwise, or any change in the ownership or power to vote of ten percent (10%) or more of Tenant's outstanding voting stock or units, shall constitute an assignment. Any attempted assignment or subletting shall be wholly void and shall constitute a breach of this Lease. Acceptance of Rent by Landlord from anyone other than Tenant shall not be construed as a release of Tenant from any obligation or liability under this Lease.

18. DAMAGE BY CASUALTY

(a) In the event the Premises are damaged by fire or other casualty, Landlord shall be under no obligation to repair such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate abatement of Base Rent based upon the extent to which the Premises are not usable. If the damage is due to the fault or neglect of Tenant or its employees, agents, invitees, assignees or subtenants, there shall be no abatement of Rent.

(b) If the Premises are totally damaged, or if the Building is so damaged that Landlord shall decide to demolish it, then either Landlord or Tenant may elect to terminate the Lease by written notice given within ninety (90) days following such fire or other casualty.

(c) Landlord shall not be required to make any repairs or replacements of any leasehold improvements or fixtures, installed by or the personal property of Tenant. Landlord's obligation to make any repairs or replacement to or of the Building or the Premises shall be limited by the insurance proceeds received and Landlord shall not be required to make such repairs or replacement the total cost of which exceeds the actual insurance proceeds received.

19. EMINENT DOMAIN AND CONDEMNATION

(a) Total Condemnation. If the whole of the Premises shall be taken by condemnation or eminent domain, then the term hereof shall cease as of the day of the vesting of title or as of the day possession shall be so taken, whichever is earlier.

(b) Partial Condemnation. If only a portion of the Premises or the Building is taken by condemnation or eminent domain, Landlord shall be entitled to terminate this Lease, effective on the day of vesting of title or the day possession is taken, whichever is earlier, upon giving written notice to Tenant within ninety (90) days from the taking. If Landlord does not elect to so terminate this Lease, Landlord shall restore the Premises to the extent practicable, and Rent shall be abated to the extent there is any diminution in the usable area of the Premises.

(c) Damages. In the event of any taking, Landlord shall be entitled to any and all awards and/or settlements which may be given, and Tenant shall have no claim for the value of any unexpired term of this Lease. Tenant shall have the right to claim from the condemning authority a separate award for damage to Tenant's business.

20. ENTRY BY LANDLORD

Landlord reserves the right to enter the Premises to inspect the same, to post notices of non-responsibility, or to post notices of Tenant's failure to comply with this Lease without abatement of Rent; provided the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages to Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, without any liability to Landlord except for failure to exercise due care for Tenant's property. Any entry to the Premises by Landlord shall not be construed to be a forcible or unlawful entry into the Premises, or an eviction of Tenant from the Premises.

21. DEFAULT BY TENANT

(a) Event of Default Defined. The following events (herein referred to as an "Event of Default") shall constitute a default by Tenant hereunder:

(i) Tenant shall fail to make the Improvements in the time frame and prior to the deadlines as set forth on **Exhibit A**, or any fail to make Additional Rent payable hereunder, or any fail to make any other payment required of Tenant payable hereunder within ten (10) days after the date such Additional Rent or other payment is due; or

(ii) Tenant shall neglect or fail to perform or observe any of the covenants herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within ten (10) days after the Landlord shall have given to Tenant written notice specifying such neglect or failure (or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within said ten (10) day period, provided Tenant has commenced activities to remedy the default and such activities continues uninterrupted); or

(iii) This Lease or the Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, and said attachment shall not be discharged or disposed of within fifteen (15) days after the levy thereof; or

(iv) Tenant vacates or abandons the Premises or permits the same to remain vacant or unoccupied for a period of ten (10) continuous business days, then, in any such event, after written notice has been received by Tenant from Landlord, Tenant will have ten (10) days to remedy such default, otherwise Landlord shall have the right at its election, or at any time thereafter, and while such event of default shall continue, to pursue its remedies as set forth in Paragraph 21(b)(i, ii, & iii).

(b) Remedies. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach, elect to pursue one or more of the following remedies:

(i) In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, re-enter and take possession of the Premises or any part thereof and repossess the same as Landlord's former estate without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. Should Landlord elect to re-enter the Premises as provided in this subparagraph (i) or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this Lease, re-let the Premises or any part hereof in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its discretion, may determine, and Landlord may collect and receive the rents therefor. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such re-entry and/or reletting, to exercise its right to terminate this Lease by giving Tenant such written notice, in which event, this Lease will terminate as specified in said notice.

(ii) In the event that Landlord does not elect to terminate this Lease as permitted in subparagraph (i) hereof, but on the contrary, elects to take possession as provided in subparagraph (i), Tenant shall pay to Landlord: (1) the Rent (including Base Rent and Additional Rent, or the equivalent of the costs of the Improvements) and other sums as herein provided, which would be payable hereunder if such repossession had not occurred; less (2) the net proceeds, if any, of any reletting of the Premises after deducting all Landlord's expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration

and repair costs and expenses of preparation for such reletting.

(iii) In the event this Lease is terminated, Landlord shall be entitled to recover forthwith against Tenant as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the excess, if any, of the aggregate of the rent and all other sums payable by Tenant hereunder that would have accrued for the balance of the term over the aggregate rental value of the Premises (such rental value to be computed on the basis a tenants paying not only a rent to Landlord for the use and occupation of the Premises, but also such other charges as are required to be paid by Tenant under the terms of this lease) for the balance of such term, both discounted to present worth at the rate of eight percent (8%) per annum. Alternatively, at Landlord's option, Tenant shall remain liable to Landlord for damages in an amount equal to the Rent (including Base Rent and Additional Rent or the equivalent of the costs of the Improvements) and other sums arising under the Lease from the balance of the term had the Lease not been terminated, less the net proceeds, if any, from any subsequent reletting, after deducting all expenses associated therewith and as enumerated above. Landlord shall be entitled to receipt of such amounts from Tenant monthly on the days on which such sums would have otherwise been payable.

22. SUBORDINATION AND ATTORNMENT

This Lease is subordinate to any mortgage or deed of trust now or hereafter placed in the Building and to any renewal, modification, consolidation, replacement or extension of such mortgage or deed of trust and the addition of any other mortgage or deed of trust granted after the date of execution of this Lease. This clause shall be self-operative, and no further instrument of subordination shall be required. Within five (5) days after written request by Landlord, Tenant shall execute any documents which may be desirable to confirm the subordination of this Lease. Landlord is hereby irrevocably appointed agent and attorney-in-fact of Tenant to execute all such subordination instruments in the event Tenant fails to execute said instruments within fifteen (15) days after notice from Landlord demanding the execution thereof. At the request of Tenant, Landlord shall request a non-disturbance agreement from the lender, although Landlord makes no representation or guaranty that such non-disturbance agreement can be obtained. Tenant agrees that in the event of a sale, transfer, or assignment of the Landlord's interest in the Building or any part thereof, including the Premises, to attorn to and to recognize such sale, transfer or assignment and such purchaser, transferee, assignee or mortgagee as Landlord under the Lease. Upon such an attornment by Tenant, the successor in interest of the Landlord under this Lease shall be subject to Tenant's rights under this Lease and Tenant's rights hereunder shall continue undisturbed while Tenant is not in default hereunder. Each party agrees to execute a separate agreement confirming the provisions of this Paragraph upon written request but the failure to do so shall not affect the provisions of this Paragraph. In the event of any sale or transfer of the Building by Landlord, which includes a transfer of the Security Deposit, Landlord shall be relieved of all liability hereunder.

23. SIGNS AND ADVERTISING

Tenant shall not install or display any sign, picture, advertisements, notice, lettering or direction on any part of the Premises outside of the Building or otherwise visible to the public (whether inside or outside of the Building) without the prior written consent of Landlord. Such consent shall not be unreasonably withheld. All signs shall be at Tenant's cost. All signs, pictures, advertisements, notices, lettering or directions on any part of the Building outside of the Premises or otherwise visible to the public (whether inside or outside of the Building) shall comply with and conform to all Town of Erie codes, regulations and requirements including revocable leases, encroachment licenses and permits as may be required by the Town of Erie, as well as the architectural and design standard requirements adopted for the Building by the Landlord. Tenant shall pay for and be responsible for any and all costs of such signs, pictures, advertisements, notices, lettering or directions, their installation, Town of Erie required leases and permits, and all other costs related to the display of the signs, pictures, advertisements, notices, lettering or directions. The Premises is subject to strict compliance with the Town of Erie Sign Code. Tenant is responsible for making application with the Town of Erie for its signage and for the cost of installation.

Tenant shall be solely responsible for the cost and installation of all Tenant identification signs on the exterior of the Building, subject to the approval requirements as set forth herein above.

24. BROKERS

Tenant represents and warrants that it has dealt with no Broker in the negotiation of this Lease. Tenant hereby agrees to indemnify and hold the Landlord harmless of and from any and all loss, costs, damages or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any broker or person claiming through Tenant and arising out of or in connection with the negotiation, execution and delivery of this Lease. Landlord shall pay no commission and shall have no obligation for payment of any brokerage fee or similar compensation to any person with whom Tenant has dealt or may in the future deal with respect to leasing of any additional or expansion space in the Premises or renewals or extensions of this Lease unless provided by Landlord's separate written agreement. In the event any claim shall be made against Landlord by any broker who shall claim to have negotiated this Lease on behalf of Tenant or to have introduced Tenant to the Premises or to Landlord, Tenant hereby indemnifies Landlord, and Tenant shall be liable for the payment of all reasonable attorneys' fees, costs and expenses incurred by Landlord in defending against the same, and in the event such broker shall be successful in any such action, Tenant shall, upon demand, make payment to such broker.

25. NOTICE

All notices shall be in writing, delivered personally or mailed, postage prepaid, certified or registered mail, return receipt requested, addressed as set forth below, or to such other place as either party may designate by notice:

To Landlord at: Town of Erie
Attention: Town Administrator
P.O. Box 7750
Erie, CO 80516
Telephone: 303.926.2710
E-mail: ajkrieger@erieco.gov

With Copies to:
shall not
constitute notice) Mark R. Shapiro (which
Mark R. Shapiro, P.C.
1650 – 38th Street, Suite 103
Boulder, CO 80301

To Tenant at: Echo Brewing Cask & Barrel, Inc.
Attention: Melissa Richards
c/o Melissa Richards
P.O. Box 794
600 Briggs Street
Erie, CO 80516
Telephone: 720-297-0976
E-mail: melissa@echobrewing.com

With Copies to: Echo Brewing Cask & Barrel, Inc.
PO Box 794
Erie, CO 80516
E-mail: daniel@echobrewing.com

(which shall not
constitute notice)

Each service of any such notice so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the fourth day after the date of mailing, whichever is earlier in time.

If requested in writing (in the manner hereinabove provided as between the parties, along with the address to which notices or demands shall be given or made), any such notice or demand shall also be given or made in the manner herein specified and contemporaneously to the Landlord lender.

Either party may designate by notice in writing, given in the manner hereinabove specified, a new or other address to which such notice or demand shall thereafter be so given or made.

26. ESTOPPEL STATEMENT

Tenant shall within five (5) days of request, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect); and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults on the part of the Landlord hereunder, or specifying such defaults, if any are claimed; (c) setting forth the date of commencement and expiration of the term hereof; and (d) such other matters requested by Landlord. Any such statement may be relied upon by Landlord and any prospective purchaser or encumbrancer of the Premises. In the event that such statement is not so delivered by Tenant as required herein, Landlord shall have the right to deliver such statement on behalf of Tenant, and Tenant designates the Landlord as its Attorney-In-Fact in providing such statement.

27. RULES AND REGULATIONS

Tenant shall comply with such reasonable rules and regulations concerning the Premises and for the general benefit of both Landlord and Tenant that Landlord may establish from time to time. The violation of any such published Rules and Regulations by Tenant shall be deemed a breach of this Lease by Tenant, affording Landlord all the remedies set forth herein. Tenant acknowledges receipt of the current Rules and Regulations which are attached hereto as **Exhibit B**.

28. BREWING, SERVING OF ALCOHOL.

The brewing and serving of alcoholic beverages shall be allowed on the Premises provided that Tenant complies with the following restrictions and requirements: 1) Tenant shall comply with all applicable ordinances, laws and State requirements in its brewing and use of alcohol on the Premises, and 2) Tenant shall obtain liability insurance, in addition to that insurance required in Paragraph 11, above, specifically covering the brewing, serving, use and possession of alcohol on the Premises, which insurance shall name the Landlord as an additional insured, shall be in an amount approved by the Landlord in advance, and a copy of such policy shall be provided to the Landlord prior to the allowance of alcohol on the Premises.

29. TERMINATION FOR FAILURE TO OPERATE A BREWERY OPEN TO THE GENERAL PUBLIC

Landlord shall have the right to terminate the Lease in the event the Tenant ceases to operate the Tenant's brewery business for twenty-one (21) consecutive calendar days, or ceases to remain open as a commercial and retail brewery business open to the general public for twenty-one (21) consecutive calendar days, unless prior consent for closure is obtained from Landlord which said consent may be withheld in the sole discretion of the Landlord.

30. OPTION TO EXTEND LEASE

Provided Tenant is not in default of any term or condition of the Lease Agreement and that an event has not occurred which, with the giving of notice or passage of time, would constitute a default, Tenant shall be entitled to a one-time extension this Lease ("Option to Extend") for one (1) additional term of two (2) years ("Option Term") on the following terms and conditions:

(a) Tenant shall notify Landlord in writing of its intent to exercise the Option to Extend no greater than one hundred eighty (180) days and no less than ninety (90) days prior to the expiration of the Primary Lease Term.

(b) Tenant's leasing during the Option Term shall be upon the same terms and conditions as set forth in the Lease, except for the Base Rent terms.

(c) The Base Rent during the Option Term shall be market rent as reasonably determined by Landlord.

(d) Tenant shall execute an amendment to the Lease evidencing such renewal within fifteen (15) days after delivery thereof to Tenant from Landlord.

(e) Failure to Tenant to exercise the Option to Extend in the time and manner set forth herein within the time period provided herein shall result in the automatic termination of such Option to Extend.

(f) The Option to Extend may not be exercised by a sub-lessee or assignee of Tenant and is not transferable by Tenant to any other party.

31. GENERAL PROVISIONS

(a) The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach. The acceptance of Rent shall not be deemed to be a waiver of any default by Tenant.

(b) The headings to the paragraphs of this Lease shall have no effect upon the construction or interpretation of any part hereof.

(c) Time is of the essence.

(d) The covenants and conditions herein contained bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

(e) Neither Landlord nor Tenant shall record this Lease, but Tenant shall execute, at the request of Landlord, a short form memorandum hereof which may be recorded at the election of Landlord.

(f) Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

(g) If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws and resolutions of said corporation.

(h) No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(i) This Lease shall be governed by the laws of the State of Colorado. Venue shall be in the District Court of Weld County, Colorado.

(j) In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover court costs and attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred by Landlord.

(k) This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

(l) This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

(m) Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way effect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

(n) Tenant shall provide its most recent financial statement to Landlord within fifteen (15) days of request. Such request shall be based on reasonable need for the purposes of valuation, financing or transfer of the property.

(o) The submission or delivery of this document for examination and review does not constitute an option, an offer to lease the Premises or an agreement to lease. This document shall have no binding effect on the parties unless and until executed by both Landlord and Tenant.

(p) This Lease is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

(q) This Lease is a product of the negotiation of the parties hereto, and shall not be construed in favor of, or against, a particular party hereto on the basis of authorship.

(r) No off-street parking shall be provided by the Landlord on the Premises. Landlord acknowledges and agrees that the gravel lot on the Premises may be used for employee parking and loading and Tenant has the right, but not the obligation, to pave the lot at its sole cost to allow for customer parking.

32. OPTION TO PURCHASE

Provided Tenant is not in default of any term or condition of the Lease Agreement and that an event has not occurred which, with the giving of notice or passage of time, would constitute a default, Tenant shall be entitled to an exclusive right to purchase the Premises ("Option to Purchase") on the following terms and conditions:

(a) Option Period. This Option shall run for a period of time extending from a date beginning two (2) years following the date of opening of the Tenant's brewery business to the general public for retail sales to the general public, and terminating at midnight on the final day of the Lease (including any renewal or extension of the Lease) (the "Option Period").

(b) Exercise of Option; Conditions. This Option may be exercised by Tenant at any time during the Option Period, provided the following two conditions precedent are first met: this Option is specifically contingent upon 1) Tenant's operating a brewery in the Premises, which business is open to the general public for retail business and sales on a regular basis for a period of at least two (2) consecutive years prior to the exercise of the Option, and 2) Tenant has timely and fully completed the Improvements as defined in the Lease. Tenant shall exercise the Option by delivering written notice of Tenant's election to exercise the Option to the Landlord. Landlord may verify that the two conditions set forth herein are met prior to accepting Tenant's notice of election to exercise the Option. If the two conditions have not been met, Landlord shall not accept the Tenant's notice of election to exercise the Option and the Tenant's notice of election to exercise the Option shall be null and void.

(c) Contract Upon Exercise of Option. If Tenant exercises this Option within the Option Period and meets the conditions as required by Paragraph 32(b), above, the Option portion of this Lease, as contained in this Paragraph 32, shall become an agreement for sale and purchase ("Contract") between Landlord and Tenant whereby Landlord agrees to sell and Tenant agrees to purchase the Premises upon the terms and conditions stated herein below in this Option to Purchase.

(i) The purchase price shall be Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Purchase Price"). The Purchase Price, shall be payable as follows: the Purchase Price, plus or minus closing adjustments, shall be paid in cash or certified funds at the time of closing. All funds paid shall be in funds available for immediate withdrawal, which may include cash payment from Tenant and/or payment from

Tenant's lender. Tenant shall receive a credit of Fifteen Thousand Dollars (\$15,000.00) to be applied against the Purchase Price at time of closing for credit for the payment of the Improvements.

(ii) The Purchase Price shall include all fixtures, improvements and personal property presently located on the Premises conveyed free and clear of all taxes, liens and encumbrances. Any personal property shall be conveyed by bill of sale.

(iii) A current commitment for title insurance policy issued by Stewart Title, Longmont, Colorado, in an amount equal to the Purchase Price, at Tenant' expense, shall be furnished to the Tenant upon the exercise of the Option to Purchase. Tenant will pay the premium on the title insurance policy and arrange for delivery of the title insurance policy to Tenant after Closing. All closing fees and costs, including title company closing costs, recording costs, taxes, and documentary fees, shall be paid by Tenant.

(iv) The closing and date for delivery of deed ("Closing") shall be thirty (30) days after the date on which notice of exercise of the Option to Purchase is given to Landlord by Tenant. The hour of Closing shall be determined by mutual agreement of the parties. The Closing shall be held at the offices of Stewart Title, Longmont, Colorado.

(v) Title shall be merchantable in Landlord. Subject to payment or tender as above provided, Landlord shall execute and deliver a good and sufficient SPECIAL WARRANTY DEED to the Tenant conveying the Premises free and clear of all taxes, except the general real estate taxes for the year of closing, and free and clear of all liens, mortgages, deeds of trust, and encumbrances except those that may be permitted by the Tenant following review of the title commitment and those liens, mortgages, deeds of trust, and encumbrances to be assumed by Tenant as part of the Purchase Price. In the event personal property is transferred, Landlord shall execute and deliver a good and sufficient SPECIAL WARRANTY BILL OF SALE to Tenant conveying the personal property.

(vi) Except as stated in Paragraph 31(c)(v), above, if title to the Premises is not merchantable, or if there are title defect(s), and written notice of defect(s) is given by Tenant to Landlord on or before a date at least ten (10) days prior to the Closing, Landlord shall use reasonable effort to correct said defect(s) prior to Closing. If Landlord is not able to correct said defect(s) on or before Closing, the Tenant may either accept the defects and purchase the Premises or elect to terminate the Contract and not purchase the Premises.

(vii) General real estate taxes and all utility charges shall be prorated to the date of Closing. All Closing costs shall be paid by Tenant. Tenant shall be responsible solely for any sales and use tax that may accrue because of this transaction.

(viii) Possession of the Premises shall be delivered to Tenant on the date and time of Closing.

(ix) If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(I) IF TENANT IS IN DEFAULT, then all payments and things of value received hereunder shall be forfeited by Tenant and retained on behalf of Landlord and both parties shall thereafter be released from all obligations of the Contract (but not from the obligations of the Lease) . It is agreed that such payments and things of value are liquidated damages and are the Landlord' sole and only remedy for the Tenant' failure to perform the obligations of this Contract.

(II) IF LANDLORD IS IN DEFAULT, (a) Tenant may elect to treat the Contract as terminated; or (b) the Tenant may elect to treat the Contract as being in full force and effect and Tenant shall have the right to an action for specific performance.

(III) Anything to the contrary herein notwithstanding, in the event of any litigation arising out of the Contract, the court shall award to the substantially prevailing party all reasonable costs and expenses including attorney fees. The laws of the State of Colorado shall govern the interpretation,

validity, performance and enforcement of the Contract. For the resolution of any dispute arising hereunder, venue shall be in the courts of the County of Weld, State of Colorado.

(d) Assignment. Neither the Option to Purchase nor the Contract contained herein may be assigned by Tenant.

(e) Failure to Exercise Option. If Tenant fails to exercise the Option to Purchase within the Option Period, the Option to Purchase shall automatically terminate.

(f) No Sale During Lease. Other than the Option to Purchase and terms set forth herein, Landlord shall not offer for sale, sell, exchange or otherwise transfer any interest in the Premises to any third party for the duration of the Lease, including any extension or renewal thereof.

(g) Lease to Remain in Effect. The terms of the Lease shall remain in full force and effect during the exercise of the Option. The Lease shall terminate upon the date and time of Closing.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement with Option to Purchase as of the date first above written.

LANDLORD:

TOWN OF ERIE,
a Colorado municipal corporation

By: [Signature]
A.J. Krieger, Town Administrator

ATTEST:

By: [Signature]
Nancy Parker, Town Clerk
Melinda Helmer, Deputy Town Clerk



TENANT:

ECHO BREWING CASK & BARREL, INC.,
a Colorado corporation

By: [Signature]
Melissa Richards, President

ATTEST:

By: _____,
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 5th day of July, 2013, by Melissa Richards as President and _____ as Secretary of Echo Brewing Cask & Barrel, Inc.

My commission expires: 3/7/2016
WITNESS my hand and official seal.

NOTARY SEAL



[Signature]
Notary Public

EXHIBIT A

("Improvements" and time frame for completion)

All exterior Improvements detailed below require a Site Improvement Plan review and approval. The fee for such Site Improvement Plan review shall be paid by the Landlord. All required permits for interior and exterior Improvements shall be obtained from the Town of Erie by Tenant, at Tenant's sole cost, prior to construction.

Permanent Improvements	Details	Deadline
Trash Enclosure Construction	Construct a permanent enclosure – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Exterior Roof	Re-shingle or install metal roofing material – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Exterior Lighting	Upgraded lighting to meet code requirements and provide patio lighting – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Exterior Façade	Replace south facing overhead garage door with glass and metal overhead garage door – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
	Replace existing pedestrian door on east elevation with glass commercial grade door – in accordance with Town of Erie Codes	To be negotiated, reviewed as part of Site Improvement Plan
	Install architectural elements on north façade to meet minimum code requirement – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
	Install an architectural element over primary entrance door – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
	Additional architectural elements (including, but not limited to colors and materials) to be negotiated and evaluated with contract and Site Improvement Plan – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Patios	Patio on east and southeast portion of property will be paved, an enclosure/fencing installed – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Landscaping on East/ Briggs St.	Expand existing landscaping to corner of Briggs and Wells along enclosure – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business, to meet minimum 15%

Permanent Improvements	Details	Deadline
		landscaping requirement
Patio South/Wells	Patio along south portion of building between double door to be at grade level and enclosed with same materials as east/southeast patio, install/place potted plants and/or flower baskets along 25% of fencing – in accordance with Town of Erie Codes	To be negotiated, reviewed as part of the Site Improvement Plan
Landscaping on South/Wells Street	Install additional landscaping along Wells Street portion of property to meet minimum 15% landscaping requirement (not include tree lawn in public right-of-way) – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business, to meet minimum 15% landscaping requirement
Bike Rack	Relocate existing bike rack and install larger rack to complement décor, rack may be replaced – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business, minimum to maintain bike rack; may be altered by Site Improvement Plan review
On-Site Parking	On-site parking to be posted for employee parking and loading only, no customer parking without paving parking. (Per code may have alternate surface material for non-public parking)	Prior to opening of the Premises for Tenant's business
Interior Ceiling	Remove existing drop ceiling & insulation; install R20 insulation – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Bathrooms	Modify and upgrade– in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Electrical	Install additional outlets, new panel, general servicing – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
HVAC	Remove or raise existing space heaters, install ceiling duct distribution, furnace and air conditioning/swamp cooler – in accordance with Town of Erie	Prior to opening of the Premises for Tenant's business
Floor Drains	Add trench drains in brew house and bar area, if necessary– in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Bar Sinks	Install necessary sinks – in	Prior to opening of the

Permanent Improvements	Details	Deadline
	accordance with Town of Erie Codes	Premises for Tenant's business
Interior Walls	Reconfigure walls on southwest portion of building as necessary – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Interior Lighting	Install interior lighting – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Dishwasher	Install dishwasher or 3 compartment sink – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Install Bar	Construct bar – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Interior Painting	Paint walls, and ceiling as applicable – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Alarm System	Install alarm system to all required windows and doors – in accordance with Town of Erie Codes	Within 1 year of opening of the Premises for Tenant's business
Brewery Improvements	Details	Deadline
Taps	Install serving taps – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Cooler	Install built-in cooler – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Brewery Equipment	Install all brewing equipment and necessary mechanical piping – in accordance with Town of Erie Codes	Prior to opening of the Premises for Tenant's business
Display Shelving	Install shelving – in accordance with Town of Erie Codes	On or prior to July 1, 2014
Audio/Visual System	Install televisions, speakers, stereo equipment components	On or prior to July 1, 2014
Patio Furniture	Place patio furniture including tables and seating in patio areas, umbrellas and portable heaters.	On or prior to July 1, 2014
Signage	Install Town approved sign	Prior to opening of the Premises for Tenant's business

EXHIBIT B

RULES AND REGULATIONS

1. Sidewalks shall not be obstructed, utilized for storage or used for any purpose other than ingress to and egress from the Premises.
2. Plumbing, utility fixtures and outlets shall be used only for their designated purposes and shall not be abused or overloaded. Damage to any such fixtures resulting from misuse by Tenant or any employee or invitee of Tenant shall be repaired at the expense of Tenant.
3. Tenant shall provide trash disposal receptacles and Tenant shall utilize them for their intended purpose, taking care to assure that no trash, debris or litter are allowed to accumulate outside of the trash receptacles.
4. Tenant shall be responsible for all contractors, technicians and repair persons rendering any installation or repair service to Tenant and such contractors, technicians and repair persons shall be required to take reasonable precautions not to obstruct adjacent sidewalks.
5. Tenant shall assume all risk of damage and pay the cost of repairing or providing compensation for damage to the Premises as a result of movement in or out of the Premises of bulky equipment or material or installation activity.
6. Tenant shall maintain the Premises.
7. No birds, fish or animals of any kind shall be brought into, kept in or about the leased Premises.
8. Tenant shall not use or keep in the Premises any kerosene, gasoline, inflammable or combustible fluid or material, other than such limited quantities as may be necessary for maintenance of equipment, or as such items are acceptable and in compliance with all applicable rules, regulations and current laws.
9. Tenant shall impose and maintain reasonable security requirements with respect to the Premises.
10. Landlord will furnish Tenant with a reasonable number of keys for entrance doors into the leased Premises upon acceptance of possession by Tenant and may charge Tenant for additional keys provided thereafter. All such keys shall remain the property of Landlord. No additional locks shall be installed in the leased Premises without Landlord's prior written consent and Tenant shall not make duplicate keys, except those provided by Landlord. Upon termination of the Lease, Tenant shall surrender to Landlord all keys to the leased Premises.
11. Canvassing, peddling, soliciting and distribution of handbills in the Premises are prohibited, and Tenant shall cooperate with Landlord in such lawful means as may be necessary to eliminate such activities.
12. The foregoing Rules and Regulations may be changed by Landlord upon reasonable notice, and Tenant shall comply with such future Rules and Regulations as may be required for the safety, protection and maintenance of the Premises, the operation and preservation of good order thereof and the protection and comfort of the public, so long as the same are reasonable and do not interfere with enjoyment by Tenant of its rights pursuant to this Lease.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 15-29: A Resolution of the Board of Trustees Approving An Enterprise License Agreement with Environmental Systems Research Institute, Inc. (ESRI) for Geographic Information Systems Software; Cloud Hosting/Storage and Consulting Services in the Amount of \$59,066.00; Authorizing and Directing the Appropriate Town Officers to Sign Said Agreement; And, Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Public Works Director**
 Russell Pennington, Deputy Public Works Director
 Starla Elkins, GIS Coordinator

FISCAL INFORMATION: Cost as Recommended: \$ 59,066.00
Balance Available: \$ 80,000.00
Budget Line Item Number: 100 . 20 . 550 . 520000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approval of Resolution 15-29, authorizing the Enterprise License Agreement with ESRI for Geographic Information Systems (GIS) software, cloud hosting/storage and professional consulting support; authorizing the Mayor to execute said amendment, and authorizing Staff to expend funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Immediate Needs & Benefits of Software and Hosting

Purchase of the Town of Erie's permitting and land management software system – EnerGov - was approved by the Board in July 2013 and subsequently implemented by Tyler Technologies. The EnerGov platform uses GIS to automate and centrally connect the Town's critical processes; streamline workflow; improve communication and increase productivity. It requires a license of ArcGIS for Server Advanced Enterprise to fully integrate GIS. Without this additional GIS software the Town is unable to use the EnerGov product to its full potential.

The scope of this project includes: purchase of ESRI Small Government Enterprise License Agreement (ELA) with ArcPad and Training package Add-ons; deployment of ArcGIS Server and enterprise geodatabases on an Amazon Web Service (AWS Cloud Hosting); data storage on Amazon Glacier and S3 (AWS Cloud Storage); and ArcGIS for Server on Amazon Consulting Support.

In addition to integration with other GIS-centric software, the ELA and cloud hosting provide many other key benefits:

- Unlimited software and tool licenses
- Maintenance on all ESRI software deployed
- Reduced administrative cost and effort
- Lower cost per unit for licensed software
- Central data repository with real-time access
- Multiuser editing
- Improved end user satisfaction and productivity
- Deployment of internal and public facing maps and applications
- Improved distribution of data and maps
- Improved transparency for citizen engagement
- No hardware infrastructure to maintain on AWS

ESRI SGELA Software

Licensing and maintenance for the required GIS software is only available from the publisher, ESRI. This sole source purchase of the ELA will cover Town-wide licensing requirements. The ELA will grant employees access to ESRI software on an unlimited basis including ArcPad, and training for the term of the agreement. Pricing also includes support and maintenance so no additional costs are incurred as support is required or as new versions of the software are released. This is a three-year agreement with 3 equal annual payments of \$27,775. This is the standard commitment term. Pricing is tiered based on the municipality's population. This will provide a predictable consistent annual expense with greatly enhanced flexibility and functionality for key core software services.

AWS Cloud Hosting

ESRI software will be deployed and hosted using Amazon Web Services (AWS). The multi-machine production site will consist of three separate servers: ArcGIS server, a data server, and a web server with Web Adapter (IIS). In addition, a staging server will be deployed approximately 10 hours a week. The staging server will be a clone of the ArcGIS server and utilized for staging/testing projects and auto-scaling when needed. Annual hosting costs are estimated to be \$15,604.

AWS Cloud Storage

Amazon Simple Storage Service (Amazon S3) and Amazon Glacier are data storage services for backups and archives. Amazon S3 was designed for rapid retrieval or short term storage. Amazon Glacier provides long term archival storage. Storage cost estimates are based on current data volume. Annual data backup and storage costs are estimated to be \$720.

Consulting Support

The Town staff requires the services of ESRI Professional Services to jumpstart installation, configuration, and technology transfer for ArcGIS Server on Amazon's cloud platform. Pricing has been estimated Not-to-Exceed \$14,967.

2015 Project Budget Summary

ESRI SGELA Software	\$27,775
AWS Cloud Hosting	\$15,604
AWS Cloud Storage	\$720
<u>ESRI Consulting Jumpstart</u>	<u>\$14,967</u>
Total	\$59,066

BACKGROUND: The Town of Erie has been utilizing ESRI Geographic Information Systems software for over a decade to track and maintain its GIS databases; provide desktop access to GIS information; produce maps and provide geospatial analytics. ESRI's powerful suite of tools is crucial to providing spatial data and collection methods to all Town employees.

In 2009, Red Oak Consulting prepared a GIS Growth Strategic Plan that recommended installation of ArcGIS Server and GIS databases. In 2013, InVision GIS, LLC made the same recommendations in their GIS Evaluation report for the Town. GIS staff has consulted with the Town's Communications and Information Services Division and the Finance Department – both strongly support the implementation of ESRI software in a cloud environment.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-29

RESOLUTION NO. 15-29

A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN ENTERPRISE LICENSE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR GEOGRAPHIC INFORMATION SYSTEMS SOFTWARE; CLOUD HOSTING/STORAGE AND CONSULTING SERVICES IN THE AMOUNT OF \$59,066.00; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie wishes to enter into an Enterprise License Agreement with Environmental Systems Research Institute, Inc. (ESRI) for the purpose of providing Geographic Information Systems Software; Cloud Hosting/Storage and Consulting Services; and

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

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

Section 1. That the Enterprise License Agreement between the Town of Erie and Environmental Systems Research Institute, Inc. (ESRI) is found to a reasonable and acceptable agreement for the purpose of providing software licensing, hosting/storage and consulting services.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the agreement with Environmental Systems Research Institute, Inc. (ESRI) and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town to said agreement in the amount of \$59,066.00.

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

ADOPTED AND APPROVED THIS 24TH DAY OF FEBRUARY 2015 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By: _____
Tina Harris, Mayor

ATTEST:

Nancy J. Parker, CMC, Town Clerk

Staff evaluated the four different Analyzers and determined that the Analyzer from O-I Analytical best meets the Water Treatment Plant's needs. This is a stationary unit. The O-I Analytical Analyzer can analyze water from four different areas of the plant concurrently. Sampling takes place automatically. This analyzer is also EPA (Environmental Protection Agency) approved. The G.E. analyzer can sample from two different areas of the plant concurrently but it is not EPA approved.

Staff is recommending purchase of the demo unit from O-I Analytical. Staff was able to negotiate a reduced price for the unit that was used in the Pilot Project.

Project Budget Summary

Purchase price	\$22,571.00
<u>Contingency (20%)</u>	<u>\$2,259.00</u>
Total	\$24,830.00

Board Goal

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

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution 15-30

RESOLUTION NO. 15-30

A RESOLUTION OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE PURCHASE OF A TOTAL ORGANIC CARBON ANALYZER FROM O-I ANALYTICAL ANALYZER AT THE WATER TREATMENT FACILITY IN THE AMOUNT OF \$22,571.00; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the 2015 Water Fund Capital Improvement Budget includes funds for the replacement of the Total Organic Carbon Analyzer; and

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

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

Section 1. That the purchase of a replacement Total Organic Carbon Analyzer is found to be a reasonable and acceptable purchase.

Section 2. That the Town of Erie be and is hereby authorized and directed to purchase the Total Organic Carbon Analyzer for the Water Treatment Facility, and appropriate Town Officers are hereby authorized and directed to execute the purchase and expenditures of funds in the amount of \$22,571.00 with a contingency not to exceed \$2,259.00.

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

ADOPTED AND APPROVED THIS 24TH DAY OF FEBRUARY, 2015 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By: _____
Tina Harris, Mayor

ATTEST:

Nancy J. Parker, CMC, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

SUBJECT: CONSENT
Consideration of Resolution 15-31: A Resolution Supporting Legislation to Protect Public Regional Stormwater Management Activities.

DEPARTMENT: Public Works

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

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

STAFF RECOMMENDATION: Request the Board of Trustees adopt Resolution 15-31 A Resolution Supporting Legislation to Protect Public Regional Stormwater Management Activities.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Urban Drainage and Flood Control District (UDFCD) was established in 1969 by the Colorado legislature for assisting local governments with multi-jurisdictional drainage and flood control problems.

UDFCD has assisted the Town with stormwater planning, design, construction and maintenance projects in the portion of Erie that lies within the UDFCD boundaries. One common stormwater management practice that has worked very successfully in Erie is to construct regional stormwater facilities to reduce flooding and unnecessary infrastructure costs. Not only do regional stormwater facilities help protect downstream properties from damage due to stormwater events; they help protect the water quality of our rivers and creeks.

On May 21, 2011, the Colorado Department of Natural Resources, Division of Water Resources (CDNR, DWR) published an Administrative Approach for Storm Water Management. This publication allows individual stormwater detention facilities, but does not discuss regional facilities. In 2013 the state water commissioner challenged the City of Aspen's use of regional stormwater detention, claiming the City should augment the evaporation and infiltration water losses that occur during the two to three days that the stormwater is detained. This requirement would mean that the municipality would have to calculate the volume of water lost to evaporation and infiltration, and use their senior water rights to replace those depletions. The water released would not be usable by the Town for treating and distributing to its citizens for use.

Since then UDFCD has been corresponding with the State Engineer regarding regional stormwater detention. UDFCD is now asking the support of Colorado municipalities to join them in lobbying our state lawmakers to protect our ability to provide regional flood protection without impacting municipalities' water supply for its citizens.

Town Staff consulted with Vranesh and Raisch, our water attorneys, regarding this issue. They support the Town joining with the other municipalities to protect both our water rights and stormwater management practices.

Several communities have approved resolutions and/or written letters of support for regional stormwater management.

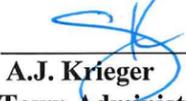
Board Goal

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

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-31
- b. June 10, 2014, UDFCD, Executive Summary : Water Rights and Regional Stormwater Detention
- c. May 22, 2014, UDFCD Position on Water Rights and Regional Stormwater Detention

RESOLUTION NO. 15-31

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO SUPPORTING LEGISLATION TO PROTECT PUBLIC REGIONAL STORMWATER MANAGEMENT ACTIVITIES AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, management of storm water from urban areas is essential to preserve lives, protect public health and safety, avoid damage to downstream property and stream systems, and to comply with state and federal law; and

WHEREAS, since 1972, the Urban Drainage and Flood Control District (the "District"), in collaboration with local governments such as the Town of Erie, has recommended, planned, constructed, and maintained regional stormwater detention for downstream flood mitigation; and

WHEREAS, since 1992 the District, in collaboration with local governments such as the Town of Erie and in furtherance of those local governments' compliance with their obligations under each of their Colorado Department of Public Health and Environment (CDPHE) issued MS4 Permits, has also recommended, planned, constructed, and maintained regional stormwater extended detention featuring slow release in order to remove sediment and associated pollutants and also to protect the receiving stream from degradation; and

WHEREAS, the Colorado Division of Water Resources (DWR), also known as the Office of the State Engineer, has allowed stormwater management including detention and infiltration on individual sites providing those practices conform to the May 21, 2011 DWR memorandum titled *Administrative Approach for Storm Water Management*; and

WHEREAS, having been silent on regional stormwater management since 1972, the State Engineer has recently determined that regional stormwater detention constitutes a diversion of water that is subject to water rights administration and that these facilities do not fall within the scope of the *Administrative Approach for Storm Water Management*; and

WHEREAS, the impact on stream flows of regional storm water management facilities that are operated in accordance with modern parameters are fundamentally equivalent to individual site storm water management; and

WHEREAS, subjecting regional storm water management facilities to water rights administration by the State Engineer will require that stormwater management agencies such as the Town of Erie to obtain for each such facility a water court decree for a "plan for augmentation" or other form of water court decree;

WHEREAS, a "plan for augmentation" would require the dedication of senior water rights which would make that water unavailable for public water supply; and

WHEREAS, the process for obtaining a water court decree is an adversarial, expensive, and time-consuming process, with no guarantee of success; and

WHEREAS, the State Engineer's position would negatively impact municipal water supplies throughout the State and would mandate a major shift in policy and a substantial increase in the cost of managing storm water for municipalities and counties who are required by state and federal law to provide flood protection and stormwater quality management; and

WHEREAS, the State Engineers position would impact hundreds of existing and future regional storm water management facilities for every urbanized area of the State since local governments including the Town of Erie will be required to divert budgeted funds away from construction of facilities to purchase senior water rights and obtain water court decrees which may not always be possible.

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

Section 1. The Town Board declares that regional storm water management for the purpose of downstream flood mitigation, sediment and pollutant removal, and protection of the receiving stream from degradation is a necessary responsibility of the Town of Erie and other Colorado municipalities and counties that provide essential protections for the public and should not be subject to water rights administration because these facilities do not cause material injury to water rights.

Section 2. The Town Board declares its intent to support a bill, in conjunction with municipalities, counties and the District, which is intended to be introduced in the Colorado General Assembly in 2015 or a future year to adopt legislation that would exempt publicly owned regional stormwater management from administration and curtailment by the Colorado Division of Water Resources.

ADOPTED AND APPROVED THIS 24th DAY OF FEBRUARY, 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



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

Paul A. Hindman, Executive Director
2480 W. 26th Avenue, Suite 156B
Denver, CO 80211-5304

Telephone 303-455-6277
Fax 303-455-7880
www.udfcd.org

MEMORANDUM

FROM: Ken A. MacKenzie, P.E., Master Planning Program Manager

SUBJECT: **EXECUTIVE SUMMARY**: Water Rights and Regional Stormwater Detention

REVISED DATE: June 10, 2014

In 2011 the Colorado Division of Water Resources (also known as the State Engineer) circulated a memo acknowledging and allowing detention and infiltration of urban runoff **on individual sites** for the purpose of stormwater management. The problem with the DWR's position is that Colorado communities have been implementing detention and infiltration of stormwater both on individual sites **and regionally** (i.e., watershed-scale) for decades.

In 2013 a state water commissioner challenged the City of Aspen's use of regional stormwater detention, claiming the City should augment the evapotranspiration water losses that occur during the two to three days that the stormwater is detained. Since then, UDFCD has been corresponding with the State Engineer regarding regional stormwater detention for the sole purpose of flood control and also stormwater detention for water quality management (with or without flood control); and their respective impact on water rights. After seeking counsel from the Attorney General's office, the State Engineer has provided these statements:

1. The Federal Clean Water Act requirements are subordinated to the Colorado State Constitution;
2. **The State is unwilling to make any administrative allowance for regional or watershed-scale stormwater detention;**
3. Providing regional stormwater detention constitutes a diversion of water for a beneficial use;
4. When that diversion takes place at a time when senior water rights are not satisfied, the State Engineer has the responsibility to curtail the diversion;
5. Because that diversion diminishes peak flows, even if the same volume of water accrues to the stream at a later time, the State Engineer's position is that the holders of senior water rights will utilize the available supply for a longer period of time and the more junior water rights will not come into priority and thus are injured;
6. If the diversion is not curtailed, holders of water rights can make a claim of material injury, and
7. The State offers no protection from a claim of material injury by a water user, regardless of whether the detention or infiltration occurs regionally or an individual site.

Since 1981 UDFCD has been recommending and implementing onsite as well as regional stormwater detention for the purpose of flood damage mitigation, and this strategy greatly reduced property damages during the historic floods of 2013. In keeping with the Clean Water Act requirements, UDFCD has been recommending and implementing stormwater quality management through detention and infiltration since 1992. This recommendation applies to onsite management as well as regional management, the latter being a much more cost-effective approach with regard to construction, operation, and maintenance. On a regional level, the economy of scale comes into play, and communities across the state have implemented regional stormwater quality.

Publically-owned regional facilities are designed and maintained to a higher standard compared to privately-owned onsite facilities which are typically only inspected annually. At these annual inspections, privately-owned facilities are oftentimes found to lack maintenance, resulting in increased water losses through excessive ponding and associated evapotranspiration. The higher standard of maintenance on regional facilities performed by public agencies results in better draining performance which translates into fewer systemic water losses.

Regional detention can be designed to protect receiving streams and downstream public infrastructure from erosion while also protecting people and property from flooding for the full spectrum of storm events. UDFCD, many local governments, and some of Colorado's largest communities recommend regional detention as the preferred method, and it has been implemented throughout the state.

The impact of regional stormwater detention on water rights is de minimis. Moving forward, it is our intention to:

1. Continue recommending and implementing stormwater detention and infiltration both on individual sites and regionally, and
2. **Solicit relief in the form of a state legislative act** defining these activities as de minimis and protecting them from curtailment by the DWR and from lawsuits by water rights holders.

We have a responsibility and a duty to protect the health, safety, and welfare of the citizens of Colorado with regard to flood damage mitigation and stormwater pollution reduction. We ask all cities, counties, and any organization in the state concerned with protecting our receiving streams and public infrastructure from pollution and erosion and protecting people and property from flooding to join us affecting change by lobbying our state lawmakers to protect our ability to provide flood protection and clean water to the citizens of Colorado.

For more detailed information, go to:

http://www.udfcd.org/downloads/pdf/tech_papers/UDFCD_Position_on_Water_Rights_and_Regional_Detention.pdf



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

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MEMORANDUM

FROM: Ken A. MacKenzie, P.E., CFM
Master Planning Program Manager

SUBJECT: UDFCD Position on Water Rights and Regional Stormwater Detention

DATE: May 22, 2014

BACKGROUND:

The Colorado Division of Water Resources (DWR, also known as the Office of the State Engineer) performs many state water resource-related duties, including administration of water rights and monitoring of water use. With regard to stormwater management and water rights, the DWR published a memorandum on May 21, 2011 titled "Administrative Approach for Storm Water Management." This document outlines what limited approaches to stormwater detention and infiltration qualify under the State's administrative approach, indicating that administrative allowances will be made to individual sites, those being defined as a discrete area that has been developed through one development effort. It is noted that these administrative allowances do not offer protection from a claim of material injury by a water user. The document closes with the statement:

These are administrative allowances that allow storm water to be managed while minimizing the impact to water rights. These allowances cannot be applied to precipitation that falls onto an area not on the individual site.

In April 2013, a DWR water commissioner informed the City of Aspen's stormwater manager that the City might have to calculate and augment the water losses caused by evaporation and evapotranspiration during storage of storm events in several regional water quality detention basins the City owns and operates, indicating that the DWR's May 21, 2011 memorandum on the state's administrative approach for stormwater management applies only to individual sites and not to regional facilities.

The City of Aspen requested support from UDFCD and on May 1, 2013 UDFCD sent a letter to DWR requesting "Concurrence Regarding De Minimis Impacts to Water Rights from Regional Water Quality Detention, and for Clarification of Administrative Allowances for Regional Water Quality." It was our hope that the State would expand the scope of the May 21, 2011 memorandum to include the regional stormwater quality treatment that is our most effective means of treating urban runoff in regional flood control facilities and is also intrinsic to full spectrum detention. The DWR replied in a letter dated June 5, 2013, stating that:

Due to the uncertainty on the question of whether the benefit of retiming the hydrograph for the public good supersedes a priority claim that may benefit from water that results from urbanization, we are unwilling at this time to make the same administrative allowance for regional or watershed detention.

Following that letter UDFCD met on two occasions with DWR to discuss how we can continue to fulfill our duty to protect the health, safety, and welfare of the citizens of Colorado with regard to stormwater pollution reduction within the Colorado water rights framework. Ultimately, DWR sought a legal opinion from the Colorado Attorney General's office.

The DWR recently received the legal opinion from the Attorney General's office and on April 28, 2014, responded to UDFCD. In that letter DWR explained that with regard to the question of impact, Colorado has no legal recognition of a threshold amount of injury that is "de minimis," meaning that any deprivation of water to a water user with a right to the water is injurious, even if that deprivation is with regard to timing alone. Among other things, the letter states that:

The diversion of these flows for regional water quality detention has all the components necessary to be termed an appropriation and as such constitutes a diversion of water for a beneficial use. When that diversion takes place at a time when senior water rights are not satisfied, the Division Engineer has the responsibility to curtail the diversion... if the diversion is not curtailed, holders of water rights downstream of the regional water quality detention facilities can make a claim of material injury...

Finally, the April 28, 2014 letter reminds us that:

...while a Federal agency may require such regional water quality detention, that requirement does not supersede state water administration and water right protections due to the fact that the provisions of the WQCA, Section 25-8-101 et seq., C.R.S., and the Clean Water Act ("CWA"), 33 U.S.C. Section 1251 et seq., were expressly subordinated to Colorado's constitutional prior appropriation system.

THE UDFCD POSITION:

UDFCD has been recommending stormwater quality management through detention and infiltration of the water quality capture volume (WQCV, a volume of 0.2 - 0.5 inches of runoff per impervious area) since 1992. This recommendation applies to onsite management as well as regional management, the latter being a much more cost-effective approach. On a regional level, the economy of scale comes into play with regard to construction, operation, and maintenance. Publically-owned regional facilities are designed and maintained to a higher standard compared to privately-owned onsite facilities which by law need only to be inspected annually. At these annual inspections, privately-owned facilities are oftentimes found to lack maintenance, resulting in increased water losses through excessive ponding and associated evapotranspiration. The higher standard of maintenance on regional facilities results in better draining performance which translates into better water quality **and** fewer systemic water losses.

It is our position that, for the same volume of treated stormwater, regional stormwater treatment results in no more systemic water losses to evaporation/evapotranspiration than onsite stormwater treatment.

Full spectrum detention is based on the concept of an excess urban runoff volume (EURV); which is the runoff volume difference between the developed condition and the predeveloped condition. In the UDFCD region the EURV amounts to approximately 1.1 to 1.7 inches of runoff per impervious area. Through an exhaustive modeling effort initiated in 2005, we have determined that if we release the EURV over a period of up to 72 hours, we can reduce the maximum flow rates to approximate the predeveloped runoff rate for the full spectrum of storm events from the 2-year to the 100-year event, providing a high level of flood protection to downstream properties. Reducing post-development peak flow rates to predevelopment rates for the full spectrum of storm events also creates a less erosive condition in our receiving streams because it is those more frequent (one to two year recurrence) flows that cause the largest volume of sediment (and associated pollutant) movement over time. This issue is not addressed by a facility providing flood control alone. At the same time, the basin holds the WQCV for the 40 hours necessary to provide adequate removal of sediment and associated pollutants by settling; a technology proven to reduce pollution in the receiving waters. Several papers have been written on this concept and are available at <http://www.udfcd.org/>.

UDFCD, many local governments, and some of Colorado's largest communities recommend full spectrum detention as the preferred method; and it has been implemented in large watersheds throughout the UDFCD service area and also in other parts of the state. Also common across the state are regional flood control detention basins that also incorporate slow release (12 to 40 hour drain time) of the WQCV for pollutant removal.

UDFCD believes the impact of regional water quality detention on water rights is de minimis, particularly when compared to the alternative of providing water quality detention on a site-by-site basis. From our observations, half the stormwater leaves our detention basins in the first 15 hours and 80% of the stormwater leaves the basin in the first 40 hours, regardless of storm event return period.

Colorado local governments need full spectrum detention to be implemented on a watershed scale in order to protect their citizens from flooding and to fully protect the State's receiving streams from degradation due to the hydromodification of urbanization. Where full spectrum detention is not practicable, UDFCD recommends regional stormwater quality detention or infiltration in lieu of, or in addition to, onsite treatment. Moving forward, it is our intention to:

1. Continue recommending and implementing full spectrum detention for both flood control and pollution reduction; and recommending and implementing regional stormwater quality detention and infiltration where practicable; confident that a legislative solution to this predicament is on the horizon.
2. Develop the scientific analyses necessary to compare the actual systemic water losses of regional vs. onsite stormwater quality detention and infiltration facilities.
3. Form a statewide taskforce to solicit legislative relief in the form of a state bill defining these activities as de minimis and protecting them from curtailment by the DWR and from baseless lawsuits by holders of water rights.

We have a responsibility and a duty to protect the health, safety, and welfare of the citizens of Colorado with regard to flood protection and stormwater pollution reduction. We ask all cities, counties, stormwater authorities and districts, MS4 permittees, and any organization in the state concerned with reducing stormwater pollution in Colorado to join us affecting change by lobbying our state lawmakers to protect our need to provide flood protection and clean water to the people of Colorado.



COLORADO
Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 821
Denver, CO 80203



April 28, 2014

Ken A. MacKenzie, P.E., CFM
Manager, Master Planning Program,
Urban Drainage and Flood Control District
2480 W. 26th Avenue, Suite 156B
Denver, CO 80211-5304

Subject: Follow up to the June 5, 2013 letter from the Division of Water Resources regarding your Request for Concurrence Regarding De minimis Impacts to Water Rights from Regional Water Quality Detention and for Clarification of Administrative Allowance for Regional Water Quality Detention

Dear Mr. MacKenzie,

On May 1, 2013, you sent a letter to Dick Wolfe on the topic referenced in the subject line above. On June 5, 2013, I sent a letter to you in response. In follow up conversation with you, I agreed to request a legal opinion from the Colorado Attorney General's Office related to a water rights issue that is inherent to the discussion of regional water quality detention. Getting a response to you on that matter has admittedly taken a long time. In addition to an unusually high case load and the onset and continuation of the legislative session, our attorneys have also been addressing legal issues related to the September 2013 flooding. I have now received the opinion from the Attorney General's Office and based on that opinion I will provide more guidance in this letter that can help advance the discussion of regional water quality detention.

To recap the discussion, the Division of Water Resources ("DWR") has made a position paper available titled "Administrative Approach for Storm Water Management," dated May 21, 2011. In that paper, we describe an allowance for storm water detention for a period of 72 hours, after which time, all water must be released or must have infiltrated below the ground surface. That allowance is limited to storm water management for an individual site; an "individual site" being defined as "a discrete area that has been developed through one development effort."

The question you posed in your May 1, 2013 letter was whether the same allowance could be made for regional detention; "regional detention" being defined as "detention that serves multiple sites and up to one square mile of tributary watershed." The basis for the question is your belief that the impact of regional water quality detention is de minimis, particularly when compared to the alternative of providing water quality detention on a site-by-site basis.



In my June 5, 2013 response, I emphasized two points. First, detention requirements for an individual site that is being developed are in place at the time the site is developed and need to be addressed as a condition for developing the land. Those requirements are not remedial and are a practical necessity to protect property and the downstream channel. Second, detention requirements are designed to ensure that the historical storm water runoff pattern is maintained or, importantly from a water rights perspective, not diminished.

The discussion of regional detention necessarily includes consideration of a larger magnitude of storm water runoff that is greater than pre-development runoff, just by virtue of the addition of impervious areas through development. In my response, I was not able to conclude that the holders of downstream water rights can make an injury claim if the post development runoff is diminished and/or retimed through regional water quality detention.

Having summarized the situation, I'll first address your question regarding whether the impact of regional water quality detention is de minimis and then follow with the legal considerations that guide the State Engineer's administrative approach to regional water quality detention.

Regarding the first question of impact, Colorado has no legal recognition of a threshold amount of injury that is "de minimis." For that reason, within the reasonable bounds of our administrative discretion, we must regard any deprivation of water to a water user with a right to the water as injurious. So the question is whether the diversion of water into regional water quality detention, even for a short period of time, causes a deprivation of water to the owners of water rights.

The answer is that it does. The administration of water in or tributary to every natural surface stream in Colorado relies on the "call," as set by the Division Engineer, and the call is dependent both on the water rights that are in need of water and the discharge of the river. As a result, a delay in the delivery of tributary water, including storm runoff, can have the effect of depriving a less senior water right of the opportunity to divert water. While one could claim that the same amount of water would be delivered over time,¹ regional water quality detention will change the rate of flow at downstream locations at certain times. The higher peak that would have resulted in the surface stream, absent the regional water quality detention, allows more junior water rights to divert during the hours and days immediately following a storm event. If that peak is diminished, even if the same volume of water accrues to the stream at a later time, the same water rights will not be satisfied with the reduced discharge; more senior water rights will utilize the available supply for a longer period of time, and the more junior water rights will not come into priority.

Regarding the second topic of the legal considerations that guide the State Engineer's administrative approach to regional water quality detention; the focus of the question

¹ It is important to remember that even when efforts are made to minimize consumption, incidental irrigation from the surface, evaporation, and subirrigation will necessarily consume water. Therefore, it is not actually likely that the same amount would be delivered over time.



goes to whether water users on the stream have a legal right to well-established urban storm water flows in the river that developed as a result of increased impervious areas due to urbanization and whether the diversion of some portion of the flows into regional water quality detention facilities is a diversion of water that falls under the State Engineer's administrative purview.

Again, the answer to both questions is yes. According to provisions in our state constitution,² that have been codified in statutory law,³ "all water in or tributary to natural surface streams, not including nontributary ground water as that term is defined in section 37-90-103, originating in or flowing into this state have always been and are hereby declared to be the property of the public, dedicated to the use of the people of the state, subject to appropriation and use in accordance with sections 5 and 6 of article XVI of the state constitution and this article."⁴

Given this understanding of the state constitution and statutory law, we can say that precipitation that accrues to a flowing stream, including precipitation that may not have been in the stream had it not been for the development of impervious areas through urbanization, is dedicated to the water users in Colorado, to be allocated according to the prior appropriation system. Therefore, water users on the stream do have the basis to assert a right to these flows.

The diversion of these flows for regional water quality detention has all the components necessary to be termed an appropriation and as such constitutes a diversion of water for a beneficial use. When that diversion takes place at a time when senior water rights are not satisfied, the Division Engineer has the responsibility to curtail the diversion to ensure that the senior water rights holder receives that water to which they are entitled. In the case of regional water quality detention, if the diversion is not curtailed, holders of water rights downstream of the regional water quality detention facilities can make a claim of material injury if the post-development storm runoff rate is diminished or retimed as a result of regional site detention. Further, while a Federal agency may require such regional water quality detention, that requirement does not supersede state water administration and water right protections due to the fact that the provisions of the WQCA, Section 25-8-101 *et seq.*, C.R.S., and the Clean Water Act ("CWA"), 33 U.S.C. Section 1251 *et seq.*, were expressly subordinated to Colorado's constitutional prior appropriation system.

Therefore, we do not find a legal basis to make an absolute finding that diversions of storm water into regional water quality detention are allowable nor do we find a basis to determine that such diversions would cause no injury. We draw a distinction between this position and our stated position of allowing individual site detention since individual site detention is an action based on a requirement at the time of development and is a practical necessity to protect property and the downstream channel; further, individual site detention requirements are designed to ensure that the historical storm water runoff pattern is maintained or, importantly from a water rights

² See sections 5 and 6 of Article XVI of the state constitution.

³ See section 37-82-101, C.R.S.

⁴ See section 37-92-102(1)(a), C.R.S.



Ken MacKenzie
April 28, 2014
Page 4 of 4

perspective, not diminished. We will continue to work with you to find solutions that allow you to achieve your objectives while allowing us to maintain our administrative responsibilities and protect water users in Colorado.

Sincerely,



Kevin G. Rein, P.E.
Deputy State Engineer





DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

John W. Hickenlooper
Governor

Mike King
Executive Director

Dick Wolfe, P.E.
Director/State Engineer

June 5, 2013



Ken A. MacKenzie, P.E., CFM
Manager, Master Planning Program,
Urban Drainage and Flood Control District
2480 W. 26th Avenue, Suite 156B
Denver, CO 80211-5304

Subject: Your request for Concurrence Regarding De minimis Impacts to Water Rights from Regional Water Quality Detention, and for Clarification of Administrative Allowances for Regional Water Quality Detention

Dear Mr. MacKenzie,

I've reviewed the letter you sent to Dick Wolfe on May 1, 2013 regarding water rights impacts from regional water quality and watershed full spectrum flood control detention in the context of the Division of Water Resources' memorandum titled *Administrative Approach for Storm Water Management* ("Memo"). I understand that you would like clarification that the administrative approach described in the Memo applies to water quality and flood control detention on a regional and watershed as well as site-specific basis. I appreciate this opportunity to engage in a dialogue on this important issue which has statewide significance.

In your letter, you define regional detention as detention that serves multiple sites and up to one square mile of tributary watershed. The letter goes on to explain that the objective of regional detention, like smaller-scale detention, is to temporarily store the excess urban runoff volume ("EURF"), which is the runoff volume difference between the developed condition and the historic pre-developed condition. The standard for detaining the EURV is 40 hours to provide adequate removal of sediments and associated pollutants. You have also defined full spectrum detention to be primarily for the purpose of flood control but I also understand that there may also be water quality benefits and that the scale of such facilities may encompass an entire watershed which typically is larger than regional scale.

Our Memo sets out the conditions under which we will administratively allow storm water detention. The Memo acknowledges that storm water detention is a regulatory requirement associated with developing land and also a practical requirement for protecting property and the downstream channel. For that reason, we allow detention for up to 72 hours as long as the water is not put to beneficial use and incidental consumption is minimized. Also, the administrative allowance is limited to storm water detention of an individual site. The reason the allowance is limited to detention for an individual site is that that limitation coincides with a consideration that the detention is done concurrent with the development of the site. For example, the Memo states "(w)hether individual site storm water management is to be accomplished by means of a detention facility, an infiltration facility, or a facility that incorporates both detention and infiltration, the ideal is that precipitation that falls on an individual site should be dispersed from the surface of the individual site at the same rate as would have occurred prior to development on the site."

Office of the State Engineer

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www.water.state.co.us

The Division of Water Resources is willing to make this administrative allowance because it is based on the principle that the objective is to make reasonable efforts to not change the storm hydrograph, which would ensure downstream water rights to continue to see the stream flow conditions they saw at the time of their appropriation.

Applying this allowance to regional and watershed detention, however, is not consistent with the considerations included in individual site detention. As mentioned above, included with the individual site allowance is an understanding that the detention will be done concurrent with the development, allowing for a post-detention hydrograph that deviates minimally from the pre-detention/pre-development hydrograph. However, inherent in the implementation of regional and watershed detention is the concept of detaining the flow of storm water for already-developed areas, areas that may have been developed for many years. The implementation of regional or watershed detention that includes post-development runoff from these areas will necessarily change the hydrograph from pre-detention. Also, by virtue of being *regional* or *watershed* detention, this will occur at larger discharges and resulting volumes.

A common observation is that these post-development, pre-regional/watershed detention flows would never have been available to downstream water rights had there been no development in the first place. While that may be true, the Colorado Supreme Court has ruled that water flowing in the stream that is not foreign to the stream system is tributary water, subject to appropriation by water users. We also need to give consideration to the fact that, while the downstream water rights have the right to the stream flow conditions at the time of the appropriation, they are not necessarily limited if those conditions "improve," from their perspective.

What is not certain is whether a change of current hydrological conditions, which exist in part due to historical urbanization, should be allowed for the prospective public benefits of improving water quality and controlling potentially damaging flood waters if doing so will deprive owners of vested water rights of the water they have historically received. Due to the uncertainty on the question of whether the benefit of retiming the hydrograph for the public good supersedes a priority claim that may benefit from water that results from urbanization, we are unwilling at this time to make the same administrative allowance for regional or watershed detention.

I should also remind you that, by making these allowances for site-specific storm water detention, the Division of Water Resources is not making a finding of no injury or a finding that any injury would be below a de minimis threshold, and we are not creating a water right. Rather, we are only describing the activities we will allow under our administrative purview. Any of those activities are subject to a claim of injury by another water user.

I hope this provides clarification on the Memo and the importance of limiting its application to individual site detention. Please contact me if you have questions.

Sincerely,



Kevin G. Rein, P.E.
Deputy State Engineer



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

Paul A. Hindman, Executive Director
2480 W. 26th Avenue, Suite 156B
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May 1, 2013

Dick Wolfe, P.E.
Director/State Engineer
Colorado Department of Natural Resources, Division of Water Resources
1313 Sherman Street, Suite 808
Denver, Co 80203

RE: Request for Concurrence Regarding De minimis Impacts to Water Rights from Regional Water Quality Detention, and for Clarification of Administrative Allowances for Regional Water Quality Detention

Dear Mr. Wolfe;

A concern was brought to my attention this week regarding water rights impacts from regional water quality detention and whether regional water quality detention is included in the administrative allowances described in the Division's May 21, 2011 memorandum titled "Administrative Approach for Storm Water Management."

For the purpose of this discussion, water quality detention refers to any basin designed to capture and treat the water quality capture volume (WQCV); full spectrum detention refers to basins designed to capture and control the release rate runoff from any storm event up to the 100-year; and regional detention refers to detention that serves multiple sites and up to one square mile of tributary watershed. Full spectrum detention is based on the concept of an excess urban runoff volume (EURV); which is the runoff volume difference between the developed condition and the historic predeveloped condition. In the UDFCD region the EURV amounts to approximately 1.15 inches of runoff per impervious area for HSG C/D soils, compared to 0.25 - 0.5 inches of runoff per impervious area for the traditional WQCV.

Through an exhaustive modeling effort initiated in 2005, we have discovered that if we design detention basins to store the EURV and release that volume over a prolonged period of less than 72 hours, we can reduce the detention basin maximum release rate to match the historic runoff rate for the full spectrum of storm events from the 2-year to the 100-year event. At the same time, the basin holds the WQCV for the 40 hours necessary to provide adequate removal of sediment and associated pollutants by settling. Several papers have been written on this concept and are available at <http://www.udfcd.org/>.

At UDFCD, we promote full spectrum detention as the preferred combination stormwater management and flood control method, and full spectrum detention has been implemented in large watersheds throughout the UDFCD service area and also in other parts of the state. Also common across the state are regional flood control detention basins that also incorporate slow release (12 to 40 hour drain time) of the WQCV for pollutant removal.

The City of Aspen operates several regional water quality detention basins and the city stormwater manager was told by a water commissioner last week that the City might have to calculate and augment the water losses caused by evaporation and evapotranspiration during storage of storm events. The stormwater manager was told that the Division's May 21, 2011 memorandum applies only to *individual* sites and not to regional facilities. This opinion appears to be supported by the final statement in that memorandum, which states:

"These are administrative allowances that allow storm water to be managed while minimizing the impact to water rights. These allowances cannot be applied to precipitation that falls onto an area not on the individual site."

We believe that the impact of regional water quality detention on water rights is de minimis, particularly when compared to the alternative of providing water quality detention on a site-by-site basis. From Figure 1 below, it can be seen that for full spectrum detention, half the stormwater leaves the basin in the first 15 hours and 80% of the stormwater leaves the basin in the first 40 hours, regardless of event return period. A regional flood control detention basin with WQCV incorporated will drain the 100-year storage volume in approximately 45 hours, compared to 65 hours for the full spectrum detention basin.

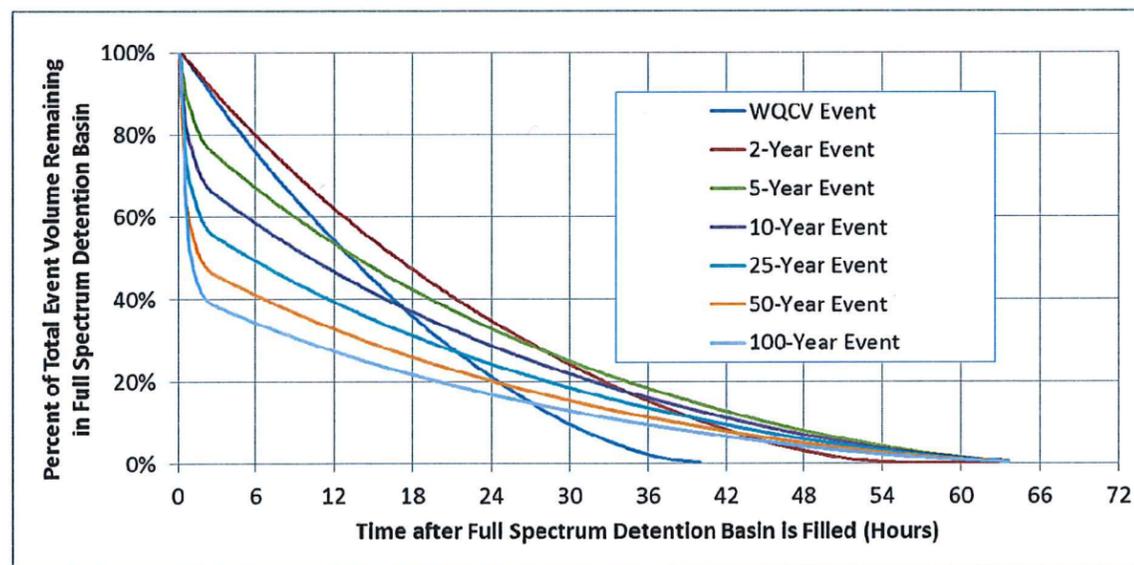


Figure 1: Typical water quality detention drain times.

We need full spectrum detention to be implemented on a watershed scale in order to fully protect our receiving streams from degradation due to the hydromodification of urbanization, and we do not believe it has a measurable effect on water rights. Water quality detention has an even lesser impact due to its shorter detention time. I am seeking your concurrence with this opinion and clarification that the Division's May 21, 2011 memorandum applies to water quality detention on a regional as well as a site basis.

Please feel free to call me with any questions at 303.455.6277, or email me at kmackenzie@uddfcd.org. I'm very much looking forward to getting clarity and resolution in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ken A. MacKenzie', with a stylized flourish at the end.

Ken A. MacKenzie, P.E., CFM
Manager, Master Planning Program



DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

John W. Hickenlooper
Governor

Mike King
Executive Director

Dick Wolfe, P.E.
Director/State Engineer

Administrative Approach for Storm Water Management

May 21, 2011

This statement applies to the Colorado Division of Water Resources' administrative approach for storm water management of precipitation that falls on an individual site. For the purposes of this statement, an individual site is defined as a discrete area that has been developed through one development effort. This statement clarifies the Division of Water Resources' administrative approach but the allowances in the administrative approach do not grant a water right or offer protection from a claim of material injury by a water user.

Storm water management is commonly achieved by means of detention and/or infiltration structures which may have the effect of adversely affecting vested water rights. Whether individual site storm water management is to be accomplished by means of a detention facility, an infiltration facility, or a facility that incorporates both detention and infiltration, the ideal is that precipitation that falls on an individual site should be dispersed from the surface of the individual site at the same rate as would have occurred prior to development on the site. Meeting this ideal does not entitle any party to divert or consume water added to the ground water or surface water supply due to a reduction in pre-development consumption by vegetation, unless such diversion or consumption is done in priority.

Precipitation that falls on a site and results in overland flow that becomes concentrated in the natural terrain or manmade drainages on the site may be directed to detention areas on the site. The detention areas must release all of the water detained from the site within 72 hours of the end of a precipitation event. Such detention should be designed to release the water from the site as quickly as downstream conditions allow and should minimize consumption from vegetation. The water may not be diverted from the detention area for any beneficial uses. The water that is released from the detention area is tributary water and is a public resource, subject to appropriation through the prior appropriation system.

In addition, precipitation that falls on a site and results in overland flow that becomes concentrated in the natural terrain or manmade drainages on the site may be directed to infiltration areas on the site. The infiltration areas must be designed to infiltrate the water into the underlying aquifer for the purposes of managing the storm water quality and volume of discharge of precipitation that fell on the site. An infiltration area must be designed to infiltrate the water as quickly as possible and shall not result in an exposed water surface beyond 72 hours after the end of a precipitation event. An infiltration area must be designed to minimize consumption from vegetation. The water may not be diverted from the infiltration area for any beneficial use. The water that infiltrates is tributary ground water and is a public resource, subject to appropriation through the prior appropriation system.

Landscaping that is planted on roofs (green roofs) is allowable as long as the landscaping intercepts only precipitation that falls directly onto the landscaping. The landscaping may not intercept and consume concentrated flow and may not store water below the root zone.

These are administrative allowances that allow storm water to be managed while minimizing the impact to water rights. These allowances cannot be applied to precipitation that falls onto an area not on the individual site.

Office of the State Engineer

1313 Sherman Street, Suite 818 • Denver, CO 80203 • Phone: 303-866-3581 • Fax: 303-866-3589

www.water.state.co.us

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

Board Meeting Date: February 24, 2015

SUBJECT: CONSENT AGENDA
 Consideration of Resolution 15-32: A Resolution Authorizing Award of a Construction Contract to Electrical Excellence Enterprises for the Segmented Circle and Windcone Project at the Erie Municipal Airport in the amount of \$40,500; And, Setting Forth Details in Relation Thereto.

DEPARTMENT: Public Works
PRESENTER: **Russell Pennington, Deputy Director of Public Works**
Jason Hurd, Vector Air Management

FISCAL INFORMATION: Cost as Recommended: **\$ 48,500**
 Balance Available: \$ 58,200 (with supplemental approval)
 Budget Line Item Number: 530 . 70 . 110 . 605000 . 100099
 Fund: Airport
 New Appropriation Required: Yes No

STAFF RECOMMENDATION: **Approve Resolution 15-32 awarding said contract, authorizing the Town Administrator to execute said contract, and authorizing Staff to expend contracted and contingency funds.**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Colorado Division of Aeronautics makes matching funds available to Colorado communities to be utilized as matching funds for Federal Aviation Administration (FAA) projects (generally 90%FAA, 5%CDOA, 5%Town) or other maintenance projects (generally 90%CDOA, 10%Town).

In 2013, the Town applied for CDOA funds totaling \$300,000 for a new wind sock and segmented circle, and to purchase equipment. The equipment will include a snow plow, a sweeper, and a mower.

Below is a breakdown of the total estimated costs for each entity.

<i>Project</i>	<i>FAA</i>	<i>CDOA</i>	<i>Town</i>	<i>Total</i>
Snow Plow, Sweeper, & Mower	\$	\$ 240,000.00	\$ 26,667.00	\$ 266,667.00
Wind Sock and Segmented Circle	\$	\$ 60,000.00	\$ 6,667.00	\$ 66,667.00
Total	\$	\$ 300,000.00	\$ 33,334.00	\$ 333,334.00

The Grant from the CDOA was accepted by the Town in 2014 and was included within the 2014 budget. The Wind Sock and Segmented Circle project was designed in November, 2014 and an Invitation to Bid was issued in December, 2014. The equipment purchase will occur later this year.

The segmented circle's main function is to provide a pilot that intends on landing at the airport, traffic pattern information. The windcone's main function is to provide this same pilot with wind information so they can safely choose the correct end of the runway to land on. It also provides an estimate on the wind speed.

A bid opening was held on February 12, 2015. The Town received only one bid.

Bid Information

Vendor	Bid Price
Electrical Excellence	\$40,500

Although only one bid was received, Staff recommends awarding the project to Electrical Excellence. Electrical Excellence has performed other projects at the airport for the Town and all the projects were very successful. The projects include the rotating beacon, the runway lights, and the Precision Approach Path Indicators (PAPI). Electrical Excellence's bid was also within budget.

Project Budget Summary

Contract	\$40,500
Contingency (20%)	\$ 8,000
Total	\$48,500

Project Schedule

Notice of Award	February 24, 2015
Notice to Proceed	March, 2015
Construction Complete	May, 2015

Board Goal

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

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution 15-32

RESOLUTION NO. 15-32

A RESOLUTION OF THE TOWN OF ERIE AUTHORIZING AWARD OF A CONSTRUCTION CONTRACT TO ELECTRICAL EXCELLENCE ENTERPRISES FOR THE SEGMENTED CIRCLE AND WINDCONE PROJECT AT THE ERIE MUNICIPAL AIRPORT IN THE AMOUNT OF \$40,500.00; AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the Town of Erie, Colorado wishes to award a construction contract to Electrical Excellence Enterprises for the Segmented Circle and Windcone Project at the Erie Municipal Airport in the amount of \$40,500.00; and

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

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

Section 1. That the contract between the Town of Erie and Electrical Excellence Enterprises is found to be a reasonable and acceptable contract for the Segmented Circle and Windcone project at the Erie Municipal Airport.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the contract with Electrical Excellence Enterprises and the Appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in the amount of \$40,500.00 with a contingency not to exceed \$8,000.00.

Section 3. That this 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 24th DAY OF FEBRUARY, 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

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

SUBJECT: PROCLAMATIONS
Nutrition Month Proclamation

DEPARTMENT: Parks & Recreation

PRESENTER: Farrell Buller, Parks & Recreation Director

FISCAL INFORMATION: Cost as Recommended: N/A

Balance Available:

Budget Line Item Number: 000 . 00 . 000 . 00000 . 000000

New Appropriation Required: Yes No

STAFF RECOMMENDATION: Accept Proclamation

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

March is National Nutrition Month. This campaign is created annually by the Academy of Nutrition and Dietetics and focuses attention on the importance of making informed food choices and developing sound eating and physical activity habits. The theme for 2015 is "Bite into a Healthy Lifestyle," which encourages everyone to adopt eating and physical activity plans that are focused on consuming fewer calories, making informed food choices and getting daily exercise in order to achieve and maintain a healthy weight, reduce the risk of chronic disease and promote overall health. More information about National Nutrition Month can be found at www.nationalnutritionmonth.org.

March is also when the Meals on Wheels organizations nationwide launch their campaigns to combat hunger in our communities. Coal Creek Meals on Wheels is the non-profit organization proudly serving Lafayette, Louisville, Superior and Erie. Mayors for Meals are a collaborative effort which allows for the opportunity to raise awareness of hunger in our communities. Coal Creek's mission is to provide daily nutritious meals and related support services to members of our community in need, helping them to live with dignity in their own homes.

Meals on Wheels clients face many different challenges, from financial to health issues and isolation. They support all ages and all demographics and every meal is tailored the individual needs of each client. Coal Creek Meals on Wheels not only delivers a meal, but companionship, safety and the ability for people to live with dignity in their homes.

You have received an invitation to attend the "Mayors for Meals" event to be held on Thursday, March 19, 2015 and we would welcome your participation.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:
a. Proclamation



NATIONAL NUTRITION MONTH PROCLAMATION
MARCH 2015

- WHEREAS,** food is the substance by which life is sustained; and
- WHEREAS,** the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and
- WHEREAS,** there is a need for continuing nutrition education and a wide-scale effort to enhance good eating practices; and
- WHEREAS,** the congregate meal site at the Erie Community Center, Active Adult Program, enhances physical health, outlook on life and connects older adults; and
- WHEREAS,** provides an environment for fellowship, education, sharing hobbies, and getting to know one another; and
- WHEREAS,** provides enough to eat, the right kinds of foods to eat, is affordable; and
- WHEREAS,** the Meals On Wheels Association of America established the National March For Meals Campaign in March 2002 to recognize the historic month, the importance of Older Americans Act Senior Nutrition Programs and raise awareness about senior hunger in America;
- WHEREAS,** volunteer drivers for Coal Creek Meals On Wheels are the backbone of the program and they not only deliver nutritious meals to anyone in our communities in need of a hot meal, but also caring concern and attention to their welfare; and
- WHEREAS,** Senior Nutrition Programs in Colorado provide nutritious meals to seniors throughout the State and help them to avoid premature or unnecessary institutionalization;
- WHEREAS,** Senior Nutrition Programs in Colorado deserve recognition for the contributions they have made and will continue to make to local communities, our State and our Nation; and

NOW THEREFORE, I, Tina Harris, Mayor of the Town of Erie, do hereby proclaim March as National Nutrition Month[®] and call on all citizens to join with us in the campaign and work to improve the nutrition of older adults and all others in the hope of achieving optimum health for both today and tomorrow.

DATED this 24th day of February, 2015.

ATTEST:

Tina Harris, Mayor

Nancy Parker, City Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

SUBJECT: **RESOLUTIONS:**

CONSIDERATION OF RESOLUTION 15-33: A Resolution Recommending Approval Of An Amendment To The 2005 Town Of Erie Comprehensive Plan Land Use Plan Map To Designate The Nelson-Kuhl Property And Town of Erie Property As RC-Regional Commercial, Adopting Certain Findings of Fact and Conclusions Favorable To Amending The 2005 Town of Erie Comprehensive Plan.

PURPOSE: Comprehensive Plan Amendment to the Land Use Plan Map.

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

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

STAFF RECOMMENDATION: Approval of Resolution 15-33 a resolution amending the 2005 Town of Erie Comprehensive Plan, Land Use Plan Map to designate the Nelson-Kuhl and Town of Erie properties as RC-Regional Commercial.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission held a public hearing for the Comprehensive Plan Amendment application on February 4, 2015. The Planning Commission recommended approval to the Board of Trustees, on a 7 to 0 vote, of the Comprehensive Plan Amendment by approving Resolution P15-10.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

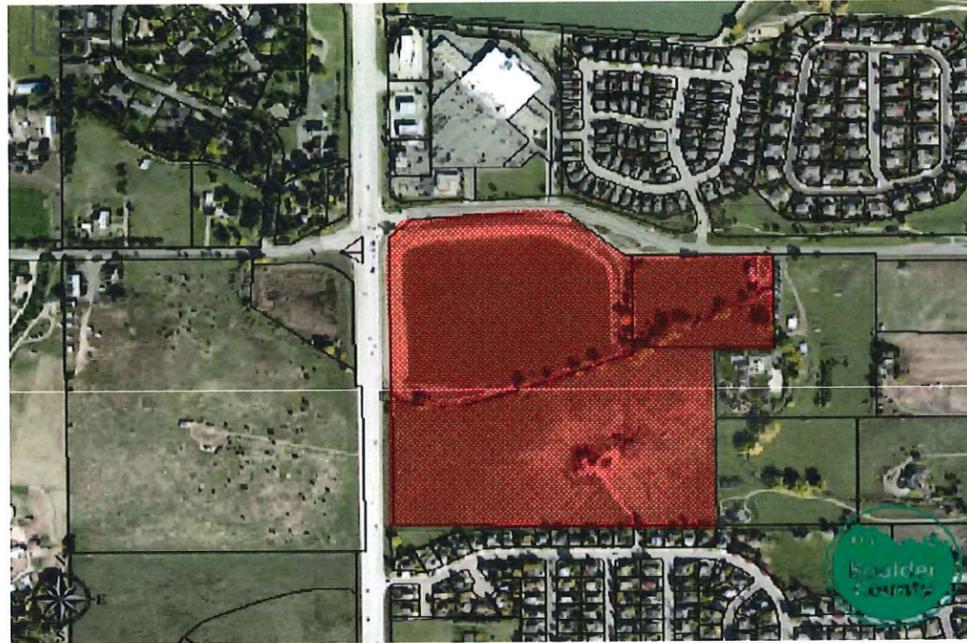
Owners/Applicants: Town of Erie Urban Renewal Authority
AJ Krieger, Executive Director
645 Holbrook Street
Erie, CO 80516
(303) 926-2700

Town of Erie
AJ Krieger, Town Administrator
645 Holbrook Street
Erie, CO 80516
(303) 926-2700

Requested Action: The applicants are requesting Planning Commission approval of an amendment to the *2005 Town of Erie Comprehensive Plan, Land Use Plan Map* for property located at the southeast corner of State Highway 287 and Arapahoe Road. The property owned by the Town and currently within the

municipal limits of the Town is proposed to be designated as RC-Regional Commercial on the Land Use Plan Map. In addition, the Town of Erie Urban Renewal Authority property (Nelson-Kuhl property) that is in the process of annexation is proposed to be designated as RC-Regional Commercial on the Land Use Plan Map.

Location: The site is located at the southeast corner of State Highway 287 and Arapahoe Road and is generally described as a part of the North ½ of Section 34, Township 1 North, Range 69 West of the 6th Principle Meridian. The site is highlighted in red below.



Existing Conditions:

Preferred Land-Use Plan Designation: None current, RC-Regional Commercial proposed.

Existing Zoning: URA Property: RR-Rural Residential (Boulder County)
Town Property: PD-Planned Development (Arapahoe Ridge)

Existing Use: Single-family residential and vacant land

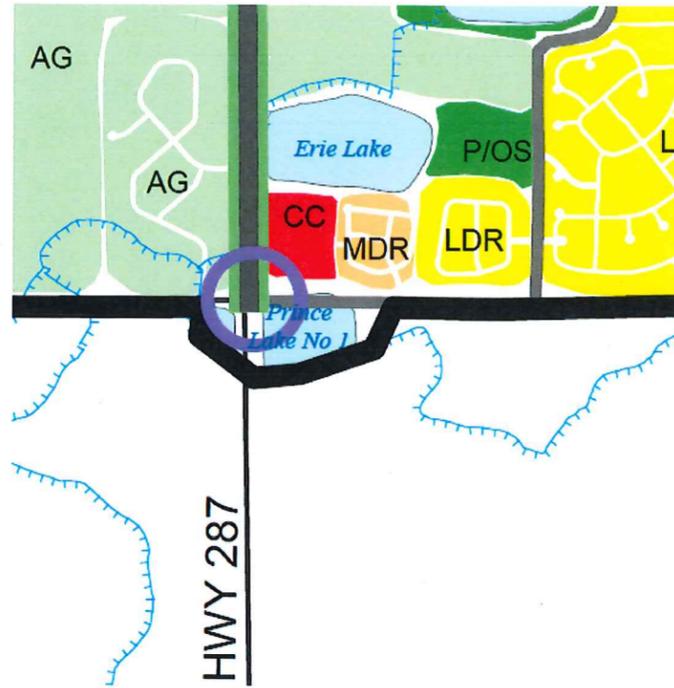
Size: Approximately 48 acres

Adjacent Zoning and Comprehensive Plan Land Use Designation:

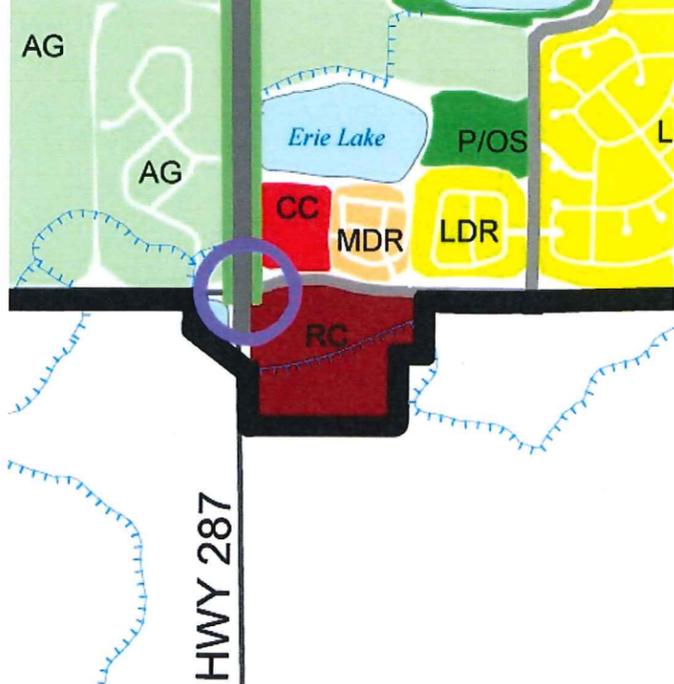
	CURRENT ZONING	COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION
NORTH	PD – Planned Development (Arapahoe Ridge)	MDR – Medium Density Residential CC – Community Commercial
SOUTH	R1 – Medium Density Residential (City of Lafayette)	Medium Density Residential (City of Lafayette)
EAST	RR – Rural Residential (Boulder County)	IGA Rural Preservation (City of Lafayette)

WEST	A - Agricultural (Boulder County)	Commercial (City of Lafayette)
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Existing Land Use Plan Map



Proposed Land Use Plan Map



ANALYSIS:

Compliance with Town Standards:

The proposed Comprehensive Plan amendment is consistent with the approval criteria of the Plan Amendment Process and Procedures of Chapter 1, *2005 Town of Erie Comprehensive Plan*, as outlined below:

1. THE EXISTING COMPREHENSIVE PLAN AND/OR ANY RELATED ELEMENT THEREOF IS IN NEED OF THE PROPOSED AMENDMENT

Staff Comment: The Nelson-Kuhl property is in the process of being annexed into the Town and thus has no current Comprehensive Plan land use designation. In addition, the portion of the property owned by the Town, while within the municipal limits of the Town does not have a current land use designation on the Land Use Plan Map.

2. THE PROPOSED AMENDMENT IS COMPATIBLE WITH THE SURROUNDING AREA, AND THE GOALS AND POLICIES OF THE PLAN.

Staff Comment: The proposed amendment to include lands not covered by the Comprehensive Plan Land Use Plan Map and to designate said lands as Regional Commercial is compatible with surrounding properties and land use designations of the Town. In addition, the Comprehensive Plan encourages more intensive commercial to be adjacent to state highways and arterial roadways.

3. THE PROPOSED AMENDMENT WILL HAVE NO MAJOR NEGATIVE IMPACTS ON TRANSPORTATION, SERVICES, AND FACILITIES.

Staff Comment: No major negative impacts to transportation, services or facilities are anticipated.

4. THE PROPOSED AMENDMENT WILL HAVE MINIMAL EFFECT ON SERVICE PROVISION, INCLUDING ADEQUACY OR AVAILABILITY OF URBAN FACILITIES AND SERVICES, AND IS COMPATIBLE WITH EXISTING AND PLANNED SERVICE PROVISION.

Staff Comment: All such services and facilities are available or will be available in the near future.

5. THE PROPOSED AMENDMENT, IF FOR AN AREA THAT IS OUTSIDE OF THE TOWN'S CURRENT MUNICIPAL BOUNDARIES, IS CONSISTENT WITH THE TOWN'S ABILITY TO ANNEX THE PROPERTY.

Staff Comment: The Nelson-Kuhl property currently lies outside the Town's municipal boundary. The property meets annexation contiguity requirements and is in the process of annexation to the Town.

6. STRICT ADHERENCE TO THE PLAN WOULD RESULT IN A SITUATION NEITHER INTENDED NOR IN KEEPING WITH OTHER KEY ELEMENTS AND POLICIES OF THE PLAN.

Staff Comment: The Comprehensive Plan is general in nature and allows flexibility in the specific location and extent of each land-use designation. Subsequent development review procedures (subdivision/site plan) will establish and implement the various goals and policies of the Comprehensive Plan.

7. THE PROPOSED PLAN AMENDMENT WILL PROMOTE THE PUBLIC WELFARE AND WILL BE CONSISTENT WITH THE GOALS AND POLICIES OF THE COMPREHENSIVE PLAN AND THE ELEMENTS THEREOF.

Staff Comment: The proposed changes to the Land Use Plan Map are consistent with the regional commercial goals and policies of the Comprehensive Plan.

Public Notice:

Notice of this Public Hearing has been provided as follows:

- Published in the Colorado Hometown Weekly: February 4, 2015

Staff Recommendation:

Approval of Resolution 15-33 a resolution amending the 2005 Town of Erie Comprehensive Plan, Land Use Plan Map to designate the Nelson-Kuhl and Town of Erie properties as RC-Regional Commercial.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- A. Resolution 15-33
- B. Draft Planning Commission Meeting Minute and Resolution P15-10

ATTACHMENT A

RESOLUTION NO. 15-33

A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO THE 2005 TOWN OF ERIE COMPREHENSIVE PLAN, LAND USE PLAN MAP TO DESIGNATE THE NELSON-KUHL PROPERTY AND TOWN OF ERIE PROPERTY AS RC-REGIONAL COMMERCIAL, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO AMENDING THE 2005 TOWN OF ERIE COMPREHENSIVE PLAN.

WHEREAS, the Planning Commission of the Town of Erie, Colorado, conducted a public hearing on February 4, 2015, pursuant to the published notice for a comprehensive plan amendment to the Town Of Erie, 2005 Comprehensive Plan, Land Use Plan Map, on the applications of the Town of Erie and the Town of Erie Urban Renewal Authority, LLC, 645 Holbrook Street, Erie, Colorado, 80516 on the following real property; to wit:

THOSE LANDS OWNED BY THE TOWN OF ERIE AND THE TOWN OF ERIE URBAN RENEWAL AUTHORITY LYING WITHIN THE NORTH HALF OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPLE MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO; AND AS DEPICTED AS RC-REGIONAL COMMERCIAL ON "EXHIBIT A," ATTACHED HERETO;

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, received and considered an amendment to the Town Of Erie, 2005 Comprehensive Plan, on February 24, 2015 on the applications of the Town of Erie and the Town of Erie Urban Renewal Authority, LLC, 645 Holbrook Street, Erie, Colorado, 80516, to make the following changes to the Land Use Plan Map:

1. Designate the Nelson-Kuhl and Town of Erie property as RC-Regional Commercial. The change will result in approximately 48 acres being designated as RC-Regional Commercial as designated on the map in "Exhibit A."

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

Section 1. Findings of Fact

1. The applicant's application and supporting documents are in substantial compliance with the "Plan Amendment Procedure" of Chapter 1 of the Town of Erie, Colorado, 2005 Comprehensive Plan.
2. The Board of Trustees finds that the application meets the Approval Criteria as specified in the Town Of Erie, Colorado, 2005 Comprehensive Plan and makes the following findings of fact:
 - a. The existing Comprehensive Plan and/or any related element thereof is in need of the proposed amendment.

- b. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Plan.
- c. The proposed amendment will have no major negative impacts on transportation, services, and facilities.
- d. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provision.
- e. The proposed amendment, if for an area that is outside of the Town's current municipal boundaries, is consistent with the Town's ability to annex the property.
- f. Strict adherence to the Plan would result in a situation neither intended nor in keeping with other key elements and policies of the Plan.
- g. The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.

Section 2. Conclusions

- 1. The applicant's application and supporting documents are in substantial compliance with the "Plan Amendment Procedure" of Chapter 1 of the Town of Erie, Colorado, 2005 Comprehensive Plan.
- 2. The application meets the Approval Criteria as specified in the Town of Erie, Colorado, 2005 Comprehensive Plan.

Section 3. Order Approving the Comprehensive Plan Amendment

The Board of Trustees approves the Amendment to the Town Of Erie, 2005 Comprehensive Plan, Land Use Plan Map, to:

- 1. Designate the Nelson-Kuhl and Town of Erie property as RC-Regional Commercial. The change will result in approximately 48 acres being designated as RC-Regional Commercial as designated on the map in "Exhibit A."

INTRODUCED, READ, SIGNED AND APPROVED this 24th day of February 2015.

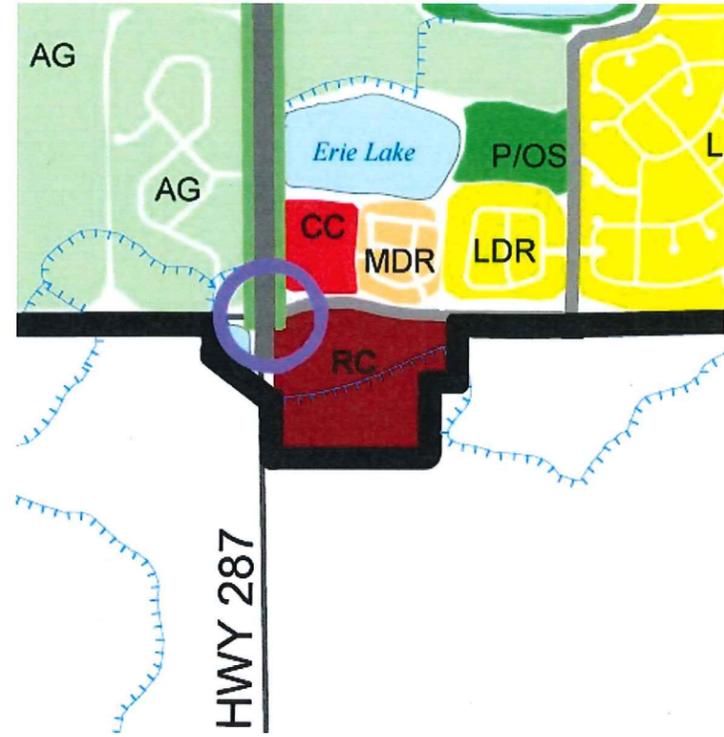
TOWN OF ERIE,
A Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

EXHIBIT A



ATTACHMENT B

Town of Erie
Planning Commission Regular Meeting
Wednesday, February 4, 2015
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, Co 80516

I. CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE

Chairman Bottenhorn called the Regular Meeting of the Erie Planning Commission to order at 6:28 p.m.

II. ROLL CALL

Commissioner Bottenhorn - Present	Commissioner Fraser - Present
Commissioner Burgard - Present	Commissioner Gippe - Present
Commissioner Campbell - Present	Commissioner Harrison - Present
Commissioner Kemp - Present	

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

III. APPROVAL OF THE AGENDA

Commissioner Kemp moved to approve the February 4, 2015, Regular Meeting Agenda as submitted. The motion, seconded by Commissioner Harrison, carried with all voting in favor thereof.

IV. APPROVAL OF MINUTES

a. Minutes from the January 21, 2015, Regular Meeting.

Commissioner Gippe moved to approve the January 21, 2015, Minutes as submitted. The motion, seconded by Commissioner Campbell, carried with all voting in favor thereof.

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

None.

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

1. Public Hearing – Nelson-Kuhl Comprehensive Plan Amendment

Purpose: Adjust Planning Area boundary.

Project File #: CPA-000195-2015

Request: Consideration of Resolution P15-10, A Resolution Recommending Approval Of An Amendment To The 2005 Town Of Erie Comprehensive Plan, Preferred Land Use Plan Map To Designate The Nelson-Kuhl Property And Town Of Erie Property As 'RC' – Regional Commercial, Adopting Certain Findings Of Fact And Conclusions Favorable To Amending The 2005 Town Of Erie Comprehensive Plan.

Location: SE corner State Highway 287 and Arapahoe Road

Zoning: URA Property: RR-Rural Residential (Boulder County)
Town Property: PD-Planned Development (Arapahoe Ridge)

Applicants: Town of Erie Urban Renewal Authority &
Town of Erie

(Staff Planner: Marty Ostholthoff)

Chairman Bottenhorn opened the Public Hearing at 6:30 p.m. Mr. Ostholthoff presented the application for the Nelson-Kuhl Comprehensive Plan Amendment, reviewed the background of the request and entered the documents into evidence.

There was no public comment.

Commissioner comments and questions covered application for development; has staff received any public comment or inquiries; Regional Commercial uses and should they be more restrictive at this location.

Chairman Bottenhorn closed the public hearing at 6:35 pm.

Commissioner Gippe moved approval of Resolution P15-10, A Resolution Recommending Approval Of An Amendment To The 2005 Town Of Erie Comprehensive Plan, Preferred Land Use Plan Map To Designate The Nelson-Kuhl Property And Town Of Erie Property As 'RC' – Regional Commercial, Adopting Certain Findings Of Fact And Conclusions Favorable To Amending The 2005 Town Of Erie Comprehensive Plan. The motion, seconded by Commissioner Kemp, carried with all voting in favor thereof.

VII. STAFF REPORTS (This agenda items is reserved for specific items from Staff requiring Commission direction or just relaying important information.)

None.

VIII. COMMISSIONER REPORTS AND DISCUSSION ITEMS (This agenda item is for all Planning Commission reports and items of information as well as Commission discussion items, not listed on the agenda)

None.

IX. ADJOURNMENT

There being no further business to come before the Commission, Chairman Bottenhorn adjourned the February 4, 2015, Regular Meeting of the Planning Commission at 6:36 p.m.

Respectfully Submitted,

Town of Erie Planning Commission

By: _____
Hallie S. Sawyer, Secretary

By: _____
J. Eric Bottenhorn, Chair

RESOLUTION NO. P15-10

A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO THE 2005 TOWN OF ERIE COMPREHENSIVE PLAN, PREFERRED LAND USE PLAN MAP TO DESIGNATE THE NELSON-KUHL PROPERTY AND TOWN OF ERIE PROPERTY AS 'RC' – REGIONAL COMMERCIAL, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO AMENDING THE 2005 TOWN OF ERIE COMPREHENSIVE PLAN.

WHEREAS, the Planning Commission of the Town of Erie, Colorado, has received and considered a comprehensive plan amendment to the 2005 Town of Erie Comprehensive Plan - Preferred Land Use Plan Map on Wednesday, February 4, 2015, on the application of the Town of Erie Urban Renewal Authority and the Town of Erie, being the following real property; to wit:

THOSE LANDS OWNED BY THE TOWN OF ERIE AND THE TOWN OF ERIE URBAN RENEWAL AUTHORITY LYING WITHIN THE NORTH HALF OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPLE MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO; AND AS DEPICTED AS RC-REGIONAL COMMERCIAL ON "EXHIBIT A," ATTACHED HERETO;

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

Section 1. Findings of Fact

1. The applicant's application and supporting documents are in substantial compliance with the Plan Amendment Process and Procedures of Chapter 1 of the "2005 Town of Erie Comprehensive Plan" as outlined below:
 - a. The existing Comprehensive Plan and/or any related element thereof is in need of the proposed amendment.
 - b. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Plan.
 - c. The proposed amendment will have no major negative impacts on transportation, services, and facilities.
 - d. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provision.

- e. The proposed amendment, if for an area that is outside of the Town's current municipal boundaries, is consistent with the Town's ability to annex the property.
- f. Strict adherence to the Plan would result in a situation neither intended nor in keeping with other key elements and policies of the Plan.
- g. The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.

Section 2. Conclusions

- 1. The applicant's application and supporting documents are in substantial compliance with the Plan Amendment Process and Procedures of Chapter 1 of the "2005 Town of Erie Comprehensive Plan."

Section 3. Recommendations and Conditions

- 1. The Planning Commission recommends approval of an Amendment to the 2005 Town of Erie Comprehensive Plan, Preferred Land Use Plan Map, to designate the Nelson-Kuhl property and Town of Erie property as 'RC' – Regional Commercial as shown on "Exhibit A," attached hereto.

INTRODUCED, READ, SIGNED AND APPROVED this 4th day of February, 2015.

TOWN OF ERIE, PLANNING COMMISSION



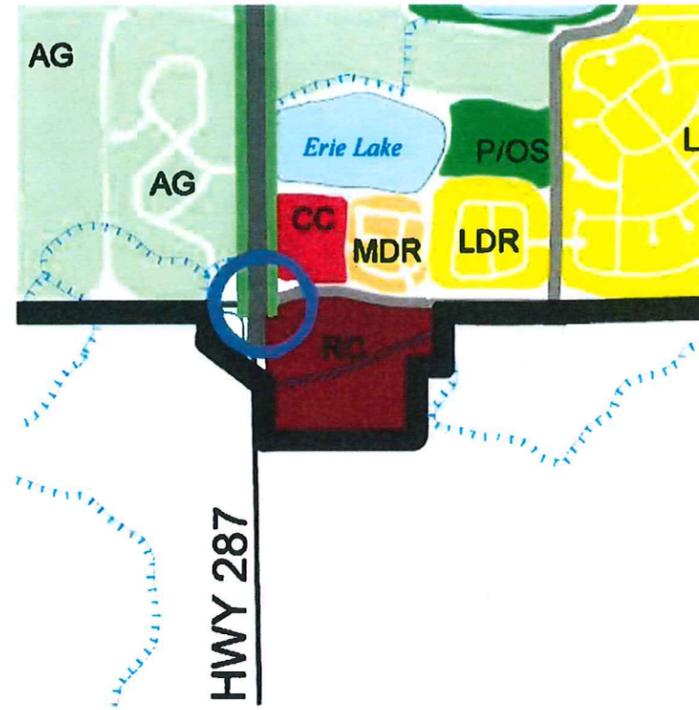
J. Eric Bottenhorn, Chair

ATTEST:



Hallie S. Sawyer, Secretary

EXHIBIT A



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

SUBJECT: **RESOLUTIONS**
Consideration of Resolution 15-34; A Resolution Regarding The Nelson-Kuhl Annexation; Adopting Certain Findings Of Fact And Conclusions Favorable To The Annexation.

PURPOSE: The applicant requests annexation to the Town of Erie for the Nelson-Kuhl property. The Resolution adopts Findings of Fact favorable for the Annexation.

CODE: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

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

STAFF RECOMMENDATION: Approval of Resolution 15-34: A Resolution Regarding The Nelson-Kuhl Annexation; Adopting Certain Findings Of Fact And Conclusions Favorable To The Annexation.

PLANNING COMMISSION RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

GENERAL INFORMATION:

Owner/Applicant: Town of Erie Urban Renewal Authority
AJ Krieger, Executive Director
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
(303) 926-2700

Requested Action: Approval of the annexation of the Nelson-Kuhl property.

Location: The site is located at the southeast corner of State Highway 287 and Arapahoe Road and is generally described as a part of the North ½ of Section 34, Township 1 North, Range 69 West of the 6th Principle Meridian. The site is highlighted in red below.



BACKGROUND INFORMATION:

The Town of Erie Urban Renewal Authority has submitted an Annexation application to annex approximately 29 acres of unincorporated Boulder County property into the Town of Erie. The application has been processed in accordance with C.R.S. 31-12-101, and Section 7.3, of the Town of Erie Unified Development Code.

Existing Zoning: RR-Rural Residential (Boulder County)

Existing Land Use: Single family residential and agricultural

Size: Approximately 29 acres

2005 Comprehensive Plan Designation: RC-Regional Commercial proposed

Proposed Zoning: CC-Community Commercial

Adjacent Zoning and Comprehensive Plan Land Use Designation:

	CURRENT ZONING	COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION
NORTH	PD – Planned Development (Arapahoe Ridge)	MDR – Medium Density Residential CC – Community Commercial
SOUTH	R1 – Medium Density Residential (City of Lafayette)	Medium Density Residential (City of Lafayette)
EAST	RR – Rural Residential (Boulder County)	IGA Rural Preservation (City of Lafayette)

WEST	A - Agricultural (Boulder County)	Commercial (City of Lafayette)
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STAFF ANALYSIS AND FINDING'S:

Compliance with Town Standards:

Staff finds the application to be in compliance with C.R.S. 31-12-101 and Section 7.3, Annexations, of Title 10 of the Municipal Code.

- 1. THE ANNEXATION IS IN COMPLIANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965 (C.R.S. 31-12-101, ET SEQ., AS AMENDED).**

Staff Comment: The application has been found to be in compliance with C.R.S. 31-12-101.

Public Notice:

The Annexation is in compliance with the required noticing requirements of C.R.S. 31-12-108; with published notice in the Colorado Hometown Weekly on January 14, 2015, January 21, 2015, January 28, 2015 and February 4, 2015.

In addition, The Nelson-Kuhl Annexation Impact Report was filed with appropriate authorities in compliance with C.R.S 31-12-108.5.

Staff Recommendation:

Approval of Resolution 15-34: A Resolution Regarding The Nelson-Kuhl Annexation; Adopting Certain Findings Of Fact And Conclusions Favorable To The Annexation.

Staff Review:

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

Approved by:



A.J. Krieger
 Town Administrator

ATTACHMENTS:

- A. Resolution 15-34
- B. Nelson-Kuhl Annexation Map

ATTACHMENT A

RESOLUTION NO. 15-34

**A RESOLUTION REGARDING THE NELSON-KUHL ANNEXATION;
ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS
FAVORABLE TO THE ANNEXATION.**

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, conducted a public hearing on February 24, 2015, pursuant to the published notice, on the petition of the Town of Erie, dated December 23, 2014, 645 Holbrook Street, Erie, Colorado, 80516, for the annexation of the following real property ("Property"); to wit:

See attached "Exhibit A."

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Erie, Colorado; that;

Section 1. Findings of Fact.

- a. The applicant's petition is in substantial compliance with subsection (1) of C.R.S. 31-12-107. It contains the required allegations, the dated signatures of 100% of the landowners of the Property requested to be annexed, the required affidavit of circulation, the required legal description of the area to be annexed, and the required annexation boundary map. As a petition of the owners of 100% of the Property to be annexed, it is eligible for annexation by ordinance as provided by C.R.S. 31-12-107 (1) (g).
- b. With respect to compliance with C.R.S. 31-12-104, the Board of Trustees makes the following findings of fact:
 1. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the annexing municipality.
 2. A community of interest exists between the area proposed to be annexed and the annexing municipality; that said area is urban or will be urbanized in the near future; and that said area is integrated with or is capable of being integrated with the annexing municipality. The fact that the area proposed to be annexed has the required 1/6 the contiguity with the annexing municipality shall be a basis for a finding of compliance with these requirements.
 3. Because the petition was signed by 100% of the owners of the Property to be annexed, the standard contained in C.R.S. 31-12-104 (1) (b) (I) does not invoke the exception contained in C.R.S. 31-12-104 (1) (b).
 4. Because the petition was signed by 100% of the owners of the Property to be annexed, the standard contained in C.R.S. 31-12-104 (1) (b) (II) does not invoke the exception contained in C.R.S. 31-12-104 (1) (b).
 5. Because municipal utilities are not requested and the Town has the ability to provide all other municipal services to the area to be annexed on the

same terms and conditions as such services are made available to all of its citizens, the standard contained in C.R.S. 31-12-104 (1) (b) (III) does not invoke the exception contained in C.R.S. 31-12-104 (1) (b).

- c. With respect to compliance with C.R.S. 31-12-105, the Board of Trustees makes the following findings of fact:
 1. No land held in identical ownership has been divided into separate parts or parcels without the written consent of the landowners thereof.
 2. No land held in identical ownership, whether consisting on one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty acres or more (which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of two hundred thousand dollars for ad valorem tax purposes for the year next preceding the annexation) is included in the proposed annexation without the written consent of the landowners.
 3. No land is proposed to be annexed for which annexation proceedings have been commenced for the annexation of part or all of such territory to another municipality.
 4. The proposed annexation will not result in the detachment of the area from any school district and the attachment of the same to another school district.
 5. The proposed annexation will not have the effect of extending a municipality boundary more than three miles in any direction from any point of such municipal boundary in any one year.
 6. The proposed annexation is in conformance with the "Three Mile Annexation Plan" duly updated and adopted by the Board of Trustees of the Town of Erie on January 13, 2015.
 7. The proposed annexation will not result in the annexation of a portion of a platted street without the annexation of the entire width of the street.
 8. The municipality will not deny reasonable access to landowners, owner of an easement or the owner of a franchise adjoining a platted street or alley which has been annexed by the municipality but is not bounded on both sides by the municipality.
- d. With respect to compliance with C.R.S. 31-12-108, the Board of Trustees makes the following findings of fact:
 1. Notice was provided of the February 24, 2015, hearing as provided in C.R.S. 31-12-108(2) and as evidenced by certificates of the owner, editor or manager of the Colorado Hometown Weekly.
- e. With respect to compliance with C.R.S. 31-12-108.5, the Board of Trustees makes the following findings of fact:

1. An annexation impact report was filed with the Board of County Commissioners of the County of Boulder as required by C.R.S. 31-12-108.5.

Section 2. Conclusions

- a. The requirements of the applicable parts C.R.S. 31-12-104 and 31-12-105 have been met.
- b. No election is required under C.R.S. 31-12-107(2).
- c. No additional terms and conditions are to be imposed except as set forth in the Annexation Agreement.
- d. The proposed Annexation to the Town of Erie, Colorado, complies with the applicable sections of the Municipal Annexation Act of 1965.

INTRODUCED, READ, SIGNED AND APPROVED this 24th day of February, 2015.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE S00°22'13"W ALONG THE EAST LINE OF ANNEXATION BY THE CITY OF LAFAYETTE RECORDED MAY 2, 1989 AT RECEPTION NO. 980491 AND 980493 A DISTANCE OF 643.98 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF ANNEXATION BY THE TOWN OF ERIE RECORDED AUGUST 15, 1994 AT RECEPTION NO. 1454442 FOR THE FOLLOWING FOUR (4) COURSES: 1) S68°59'17"E A DISTANCE OF 204.91 FEET; 2) N85°45'43"E A DISTANCE OF 195.00 FEET; 3) S72°38'43"E A DISTANCE OF 718.00 FEET; 4) N25°05'43"E A DISTANCE OF 505.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARAPAHOE ROAD; THENCE S89°57'57"E ALONG THE SOUTH LINE OF AREA ANNEXED BY THE TOWN OF ERIE SEPTEMBER 4, 1997 AT RECEPTION NO. 1727895 A DISTANCE OF 413.06 FEET; THENCE S00°00'21"W A DISTANCE OF 439.85 FEET; THENCE N89°58'08"W A DISTANCE OF 252.20 FEET; THENCE S00°01'03"E A DISTANCE OF 846.38 FEET TO THE NORTH LINE OF A REPLAT OF BEACON HILL SUBDIVISION RECORDED MARCH 17, 1982 AT RECEPTION NO. 487195; THENCE S89°54'45"W ALONG SAID NORTH LINE A DISTANCE OF 1442.71 FEET TO A POINT ON THE EAST LINE OF SAID ANNEXATION AT RECEPTION NO. 980491; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING TWO (2) COURSES: 1) N00°22'04"W A DISTANCE OF 648.33; 2) N00°22'13"E A DISTANCE OF 26.98 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,279,045 SQUARE FEET OR 29.363 ACRES, MORE OR LESS.

ATTACHMENT B

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

SUBJECT: **ORDINANCES**
Consideration of Ordinance 05-2015: An Ordinance Annexing The Nelson-Kuhl Property, To Be Known As The Nelson-Kuhl Annexation To The Town Of Erie, Colorado, Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto. First Reading

PURPOSE: Annexation of the Nelson-Kuhl Property

CODE: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

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

STAFF RECOMMENDATION: Approval of Ordinance 05-2015; an Ordinance Annexing the Nelson-Kuhl property to the Town of Erie.

PLANNING COMMISSION RECOMMENDATION: Not applicable

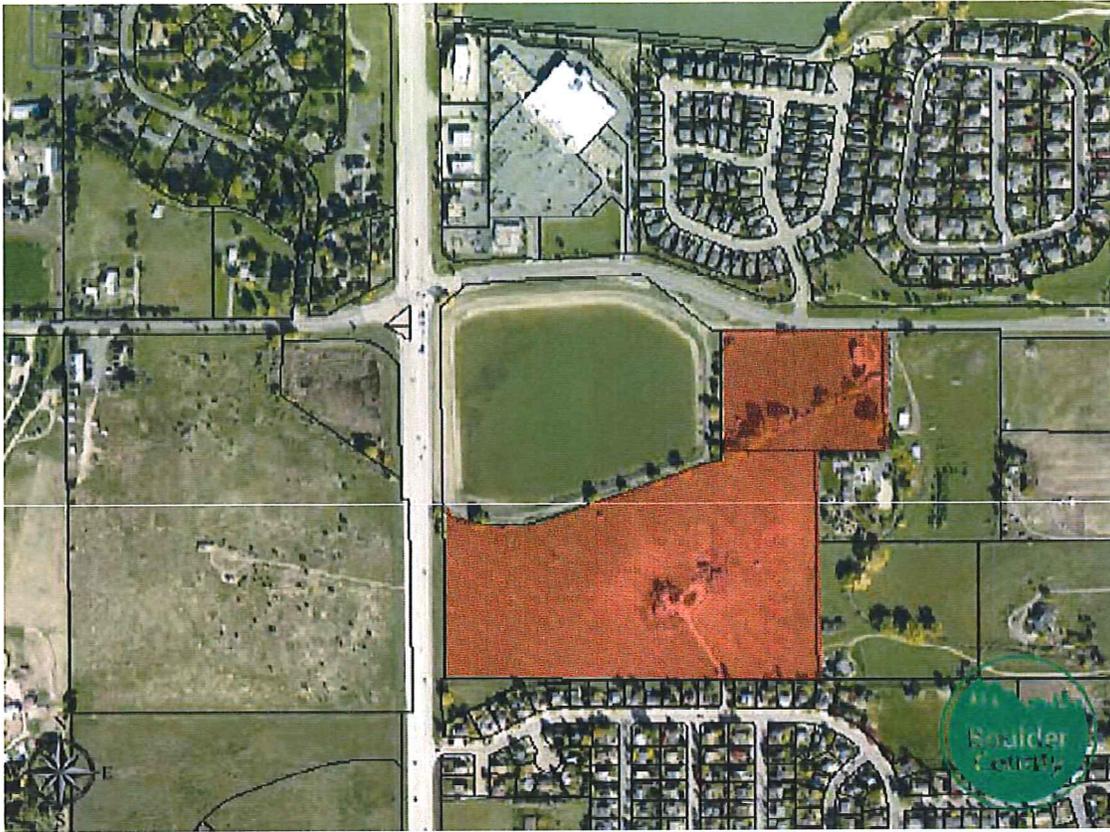
SUMMARY AND BACKGROUND OF SUBJECT MATTER:

GENERAL INFORMATION:

Owner/Applicant: Town of Erie Urban Renewal Authority
AJ Krieger, Executive Director
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
(303) 926-2700

Requested Action: Approval of the annexation of the Nelson-Kuhl property.

Location: The site is located at the southeast corner of State Highway 287 and Arapahoe Road and is generally described as a part of the North ½ of Section 34, Township 1 North, Range 69 West of the 6th Principle Meridian. The site is highlighted in red below.



BACKGROUND INFORMATION:

The Town of Erie Urban Renewal Authority has submitted an Annexation application to annex approximately 29 acres of unincorporated Boulder County property into the Town of Erie. The application has been processed in accordance with C.R.S. 31-12-101, and Section 7.3, of the Town of Erie Unified Development Code.

On January 27, 2015 the Board of Trustees held a Substantial Compliance hearing on the Nelson-Kuhl Annexation Petition and established February 24, 2015 as the Public Hearing date for adopting Findings of Fact in favor of the proposed annexation.

Existing Zoning: RR-Rural Residential (Boulder County)

Existing Land Use: Single family residential and agricultural

Size: Approximately 29 acres

2005 Comprehensive Plan Designation: RC-Regional Commercial proposed

Proposed Zoning: CC-Community Commercial

Adjacent Zoning and Comprehensive Plan Land Use Designation:

	CURRENT ZONING	COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION
NORTH	PD – Planned Development (Arapahoe Ridge)	MDR – Medium Density Residential CC – Community Commercial
SOUTH	R1 – Medium Density Residential (City of Lafayette)	Medium Density Residential (City of Lafayette)

EAST	RR – Rural Residential (Boulder County)	IGA Rural Preservation (City of Lafayette)
WEST	A - Agricultural (Boulder County)	Commercial (City of Lafayette)

STAFF ANALYSIS AND FINDING’S:

Compliance with Town Standards:

Staff finds the application in compliance with Section 7.3, Annexations, of Title 10 of the Municipal Code.

1. THE ANNEXATION IS IN COMPLIANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965 (C.R.S. 31-12-101, ET SEQ., AS AMENDED).

Staff Comment: The application has been found to be in compliance with C.R.S. 31-12-101.

Public Notice:

The Annexation is in compliance with the required noticing requirements of C.R.S. 31-12-108; with published notice in the Colorado Hometown Weekly on January 14, 2015, January 21, 2015, January 28, 2015 and February 4, 2015.

In addition, The Nelson-Kuhl Annexation Impact Report was filed with appropriate authorities in compliance with C.R.S 31-12-108.5.

Staff Recommendation:

Approval of Ordinance 05-2015; an Ordinance Annexing the Nelson-Kuhl property to the Town of Erie.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- A. Ordinance 05-2015
- B. Annexation Map

ORDINANCE NO. 05-2015

AN ORDINANCE ANNEXING THE NELSON-KUHL PROPERTY, PURSUANT TO THE PETITION OF THE OWNER THEREOF, TO BE KNOWN AS THE NELSON-KUHL ANNEXATION TO THE TOWN OF ERIE, COLORADO; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, a Petition for Annexation (“Petition”) has been filed by the Town of Erie Urban Renewal Authority, PO Box 750, 645 Holbrook Street, Erie, Colorado, 80516, for the annexation to the Town of the following described real property (“Property”); to wit:

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

WHEREAS, a public hearing was held on said Petition pursuant to statute on February 24, 2015; and

WHEREAS, the Board of Trustees by Resolution determined that the applicable parts of C.R.S. 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. 31-12-107(2), and that no additional terms and conditions are to be imposed; and

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described Property be annexed to the Town of Erie, Colorado; and

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Erie, Colorado; that;

Section 1. The above described Property is hereby annexed to and included within the town limits of the Town of Erie.

Section 2. The proposed annexation is consistent with the Town of Erie Three Mile Plan.

Section 3. The Mayor and Town Clerk are authorized and directed to complete all the necessary procedures and sign all necessary documents required for annexation of said Property to the Town including filing the required certified copies of the annexation ordinance and a map of the area to be annexed containing a legal description of such area with the Boulder County Clerk and Recorder.

Section 4. Zoning of the Property. Requested zoning for the property is CC – Community Commercial. Zoning shall be accomplished by separate ordinance whose effective date shall not be sooner than the effective date of this annexation ordinance.

Section 5. Severance Clause. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 6. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed. The repeal established herein shall not be construed to revive any ordinance Code provision or part thereof that had been previously repealed by any ordinance which is repealed by this Ordinance.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 10TH DAY OF MARCH, 2015.

PUBLISHED IN FULL ON THE _____ DAY OF _____, 2015.

TOWN OF ERIE, COLORADO, a
Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

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

EXHIBIT A
Legal Description

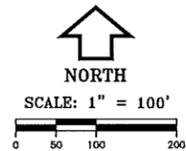
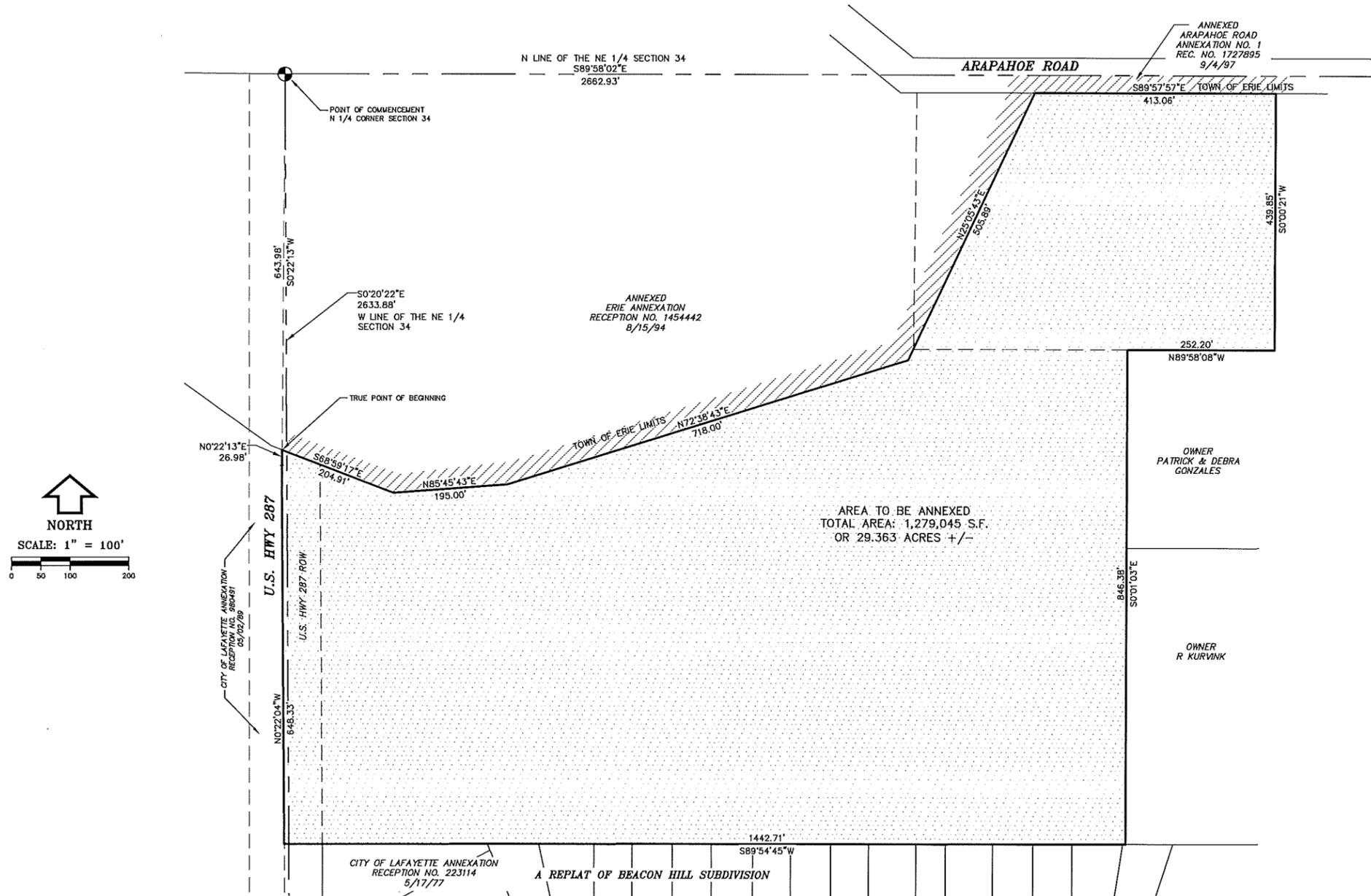
A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE S00°22'13"W ALONG THE EAST LINE OF ANNEXATION BY THE CITY OF LAFAYETTE RECORDED MAY 2, 1989 AT RECEPTION NO. 980491 AND 980493 A DISTANCE OF 643.98 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF ANNEXATION BY THE TOWN OF ERIE RECORDED AUGUST 15, 1994 AT RECEPTION NO. 1454442 FOR THE FOLLOWING FOUR (4) COURSES: 1) S68°59'17"E A DISTANCE OF 204.91 FEET; 2) N85°45'43"E A DISTANCE OF 195.00 FEET; 3) S72°38'43"E A DISTANCE OF 718.00 FEET; 4) N25°05'43"E A DISTANCE OF 505.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARAPAHOE ROAD; THENCE S89°57'57"E ALONG THE SOUTH LINE OF AREA ANNEXED BY THE TOWN OF ERIE SEPTEMBER 4, 1997 AT RECEPTION NO. 1727895 A DISTANCE OF 413.06 FEET; THENCE S00°00'21"W A DISTANCE OF 439.85 FEET; THENCE N89°58'08"W A DISTANCE OF 252.20 FEET; THENCE S00°01'03"E A DISTANCE OF 846.38 FEET TO THE NORTH LINE OF A REPLAT OF BEACON HILL SUBDIVISION RECORDED MARCH 17, 1982 AT RECEPTION NO. 487195; THENCE S89°54'45"W ALONG SAID NORTH LINE A DISTANCE OF 1442.71 FEET TO A POINT ON THE EAST LINE OF SAID ANNEXATION AT RECEPTION NO. 980491; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING TWO (2) COURSES: 1) N00°22'04"W A DISTANCE OF 648.33; 2) N00°22'13"E A DISTANCE OF 26.98 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,279,045 SQUARE FEET OR 29.363 ACRES, MORE OR LESS.

ATTACHMENT B

**NELSON-KUHL ANNEXATION
TO THE TOWN OF ERIE**
A PORTION OF SECTION 34, T1N, R69W OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO
29.363 ACRES
AN-000146-2015



CONTIGUITY

TOTAL PERIMETER OF PROPERTY _____ 5693.33'
1/6 TOTAL PERIMETER OF PROPERTY _____ 948.89'
PERIMETER CONTIGUOUS TO THE TOWN OF ERIE _____ 2036.86'

TOTAL AREA BEING ANNEXED: 1,279,045 SQ. FT. OR 29.363 ACRES, MORE OR LESS

ANNEXATION DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE S00°22'13"W ALONG THE EAST LINE OF ANNEXATION BY THE CITY OF LAFAYETTE RECORDED MAY 2, 1989 AT RECEPTION NO. 980491 AND 980493 A DISTANCE OF 643.98 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF ANNEXATION BY THE TOWN OF ERIE RECORDED AUGUST 15, 1994 AT RECEPTION NO. 1454442 FOR THE FOLLOWING FOUR (4) COURSES: 1) S68°59'17"E A DISTANCE OF 204.91 FEET; 2) N85°45'43"E A DISTANCE OF 195.00 FEET; 3) S72°38'43"E A DISTANCE OF 718.00 FEET; 4) N25°05'43"E A DISTANCE OF 505.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARAPAHOE ROAD; THENCE S89°57'57"E ALONG THE SOUTH LINE OF AREA ANNEXED BY THE TOWN OF ERIE SEPTEMBER 4, 1997 AT RECEPTION NO. 1727895 A DISTANCE OF 413.06 FEET; THENCE S00°00'21"W A DISTANCE OF 439.85 FEET; THENCE N89°58'08"W A DISTANCE OF 252.20 FEET; THENCE S00°01'03"E A DISTANCE OF 846.38 FEET TO THE NORTH LINE OF A REPLAT OF BEACON HILL SUBDIVISION RECORDED MARCH 17, 1982 AT RECEPTION NO. 487195; THENCE S89°54'45"W ALONG SAID NORTH LINE A DISTANCE OF 1442.71 FEET TO A POINT ON THE EAST LINE OF SAID ANNEXATION AT RECEPTION NO. 980491; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING TWO (2) COURSES: 1) N00°22'04"W A DISTANCE OF 648.33; 2) N00°22'13"E A DISTANCE OF 26.98 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 1,279,045 SQUARE FEET OR 29.363 ACRES, MORE OR LESS.

NOTES:

- 1) THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 2) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.
- 3) THE FOLLOWING DOCUMENTS WERE USED IN THE PREPARATION OF THIS ANNEXATION MAP: 1. ARAPAHOE ROAD ANNEXATION NO. 1, RECORDED 9/4/97 AT RECEPTION NO. 1727895. 2. ERIE ANNEXATION PLAT RECORDED 8/15/94 AT RECEPTION NO. 1454442. 3. NELSON ALTA SURVEY FILED AT LS-12-0164. 4. LAFAYETTE ANNEXATION RECORDED MAY 2ND, 1989 AT RECEPTION NO. 980491-93.

SURVEYING CERTIFICATE

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF ERIE.

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THE 7TH DAY OF JANUARY, 2015.



JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
P.O. BOX 930, ERIE COLORADO 80516
(303) 828-3340

CLERK & RECORDER CERTIFICATE

STATE OF COLORADO }
COUNTY OF _____ } ss.

I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____ A.D. AND WAS RECORDED AT RECEPTION NUMBER _____

COUNTY CLERK AND RECORDER

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS ANNEXATION MAP IS TO BE KNOWN AS "NELSON-KUHL ANNEXATION TO THE TOWN OF ERIE" AND IS APPROVED AND ACCEPTED BY ORDINANCE No. _____, PASSED AND ADOPTED AT THE REGULAR (SPECIAL) MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON _____, 20____, AND

MAYOR _____
ATTEST: _____ TOWN CLERK

 EHRHART LAND SURVEYING <small>P.O. Box 930 • Erie, Colorado 80516 (303) 828-3340 www.coloradolands.com</small>	SHEET: 1 OF 1
	DATE: 1/22/15
	DRAWN BY: JPE
	PROJECT: S145183

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

SUBJECT: **ORDINANCES**
Consideration of Ordinance 06-2015: An Ordinance Zoning The Nelson-Kuhl Property, Pursuant To The Petition Of The Owner Thereof, To CC-Community Commercial, Providing For The Effective Date Of This Ordinance; And Setting Forth Details In Relation Thereto. First Reading.

CODE: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

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

STAFF
RECOMMENDATION: Approval of Ordinance 06-2015; an Ordinance Zoning the Nelson-Kuhl property to CC-Community Commercial.

PLANNING
COMMISSION
RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

GENERAL INFORMATION:

Owner/Applicant: Town of Erie Urban Renewal Authority
AJ Krieger, Executive Director
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
(303) 926-2700

Requested Action: Approval of the Initial Zoning of the Nelson-Kuhl property.

Location: The site is located at the southeast corner of State Highway 287 and Arapahoe Road and is generally described as a part of the North ½ of Section 34, Township 1 North, Range 69 West of the 6th Principle Meridian. The site is highlighted in red below.



BACKGROUND INFORMATION:

The Town of Erie Urban Renewal Authority has submitted an Annexation application to annex approximately 29 acres of unincorporated Boulder County property into the Town of Erie. The application has been processed in accordance with C.R.S. 31-12-101, and Section 7.3, of the Town of Erie Unified Development Code.

Concurrent with the processing of the annexation application the Town is required to grant an initial zoning of the annexed property. The applicant has requested that the initial zoning of the property be CC-Community Commercial.

Existing Zoning: RR-Rural Residential (Boulder County)

Existing Land Use: Single family residential and agricultural

Size: Approximately 29 acres

2005 Comprehensive Plan Designation: RC-Regional Commercial proposed

Proposed Zoning: CC-Community Commercial

Adjacent Zoning and Comprehensive Plan Land Use Designation:

	CURRENT ZONING	COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION
NORTH	PD – Planned Development (Arapahoe Ridge)	MDR – Medium Density Residential CC – Community Commercial
SOUTH	R1 – Medium Density Residential (City of Lafayette)	Medium Density Residential (City of Lafayette)

EAST	RR – Rural Residential (Boulder County)	IGA Rural Preservation (City of Lafayette)
WEST	A - Agricultural (Boulder County)	Commercial (City of Lafayette)

STAFF ANALYSIS AND FINDING’S:

Compliance with Town Standards:

Staff finds the application is consistent with the approval criteria of Section 7.4, Initial Zoning, of the Town of Erie Municipal Code:

1. **THE INITIAL ZONING WILL PROMOTE THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE;**
Staff Comment: The proposed zoning will promote the public health, safety and welfare.
2. **THE INITIAL ZONING IS CONSISTENT WITH THE TOWN’S COMPREHENSIVE MASTER PLAN AND THE PURPOSES OF THIS CODE;**
Staff Comment: The proposed zoning is consistent with the 2005 Town of Erie Comprehensive Plan Land Use Plan Map recommendation of commercial uses.
3. **THE INITIAL ZONING IS CONSISTENT WITH THE STATED PURPOSE OF THE PROPOSED ZONING DISTRICT;**
Staff Comment: The proposed zoning is consistent with the stated purpose of the CC-Community Commercial zone district.
4. **ADEQUATE FACILITIES AND SERVICES (INCLUDING ROADS AND TRANSPORTATION, WATER, GAS, ELECTRIC, POLICE AND FIRE PROTECTION, AND SEWAGE AND WASTE DISPOSAL, AS APPLICABLE) WILL BE AVAILABLE TO SERVE THE SUBJECT PROPERTY WHILE MAINTAINING ADEQUATE LEVELS OF SERVICE TO EXISTING DEVELOPMENT;**
Staff Comment: All such services and facilities are available or will be available in the near future while maintaining adequate levels of service to existing development.
5. **THE INITIAL ZONING IS NOT LIKELY TO RESULT IN SIGNIFICANT ADVERSE IMPACTS UPON THE NATURAL ENVIRONMENT, INCLUDING AIR, WATER, NOISE, STORM WATER MANAGEMENT, WILDLIFE, AND VEGETATION, OR SUCH IMPACTS WILL BE SIGNIFICANTLY MITIGATED;**
Staff Comment: No significant adverse impacts are anticipated to properties in the vicinity of the subject property that cannot be mitigated.
6. **THE INITIAL ZONING IS NOT LIKELY TO RESULT IN SIGNIFICANT ADVERSE IMPACTS UPON OTHER PROPERTY IN THE VICINITY OF THE SUBJECT PROPERTY; AND**
Staff Comment: No significant adverse impacts are anticipated to properties in the vicinity of the subject property that cannot be mitigated.
7. **FUTURE USES ON THE SUBJECT TRACT WILL BE COMPATIBLE IN SCALE WITH USES ON OTHER PROPERTIES IN THE VICINITY OF THE SUBJECT TRACT.**
Staff Comment: Future use of the property will be compatible in scale with properties in the vicinity.

Public Notice:

Notice of this Public Hearing has been provided as follows:

Published in the Colorado Hometown Weekly: February 4, 2015
Property Posted as required: February 9, 2015

Letters to Adjacent Property Owners:

February 6, 2015

Staff Recommendation:

Approval of Ordinance 06-2015; an Ordinance Zoning the Nelson-Kuhl property to CC-Community Commercial.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- A. Ordinance 06-2015
- B. Initial Zoning Map

ATTACHMENT A

ORDINANCE NO. 06-2015

AN ORDINANCE ZONING THE NELSON-KUHL PROPERTY, PURSUANT TO THE PETITION OF THE OWNER THEREOF, TO CC-COMMUNITY COMMERCIAL; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, a request for initial zoning has been filed by the Town of Erie Urban Renewal Authority, PO Box 750, 645 Holbrook Street, Erie, Colorado, 80516, for the zoning of the following described real property (“Property”) simultaneously with the annexation of the Property to the Town, to wit:

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

WHEREAS, the initial zoning of land while annexation is underway is authorized by C.R.S. 31-12-115; and

WHEREAS, a public hearing was held on said request in combination with the requested annexation of the property on February 24, 2015; and

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described Property be zoned CC-Community Commercial in accordance with application for initial zoning and Title 10 of the Municipal Code of the Town of Erie, Colorado;

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Erie, Colorado; that;

Section 1. The above described Property is hereby zoned CC-Community Commercial. All activities conducted on the Property shall be in conformance with the applied zoning as identified in Title 10 of the Municipal Code of the Town of Erie, Colorado.

Section 2. The official zone district map of the Town of Erie, dated June 12, 2014, shall be amended by the designation of the above described Property CC-Community Commercial.

Section 3. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage or upon the affixation of signatures on the annexation map and the annexation ordinance and the recording of the same, whichever occurs later.

Section 4 Validity. If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the Ordinance including each part, section,

subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid

INTRODUCED, READ, ADOPTED, ORDERED AND PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 10TH DAY OF MARCH 2015.

PUBLISHED IN FULL ON THE _____ DAY OF _____, 2015.

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

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

EXHIBIT A

Legal Description

A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE S00°22'13"W ALONG THE EAST LINE OF ANNEXATION BY THE CITY OF LAFAYETTE RECORDED MAY 2, 1989 AT RECEPTION NO. 980491 AND 980493 A DISTANCE OF 643.98 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF ANNEXATION BY THE TOWN OF ERIE RECORDED AUGUST 15, 1994 AT RECEPTION NO. 1454442 FOR THE FOLLOWING FOUR (4) COURSES: 1) S68°59'17"E A DISTANCE OF 204.91 FEET; 2) N85°45'43"E A DISTANCE OF 195.00 FEET; 3) S72°38'43"E A DISTANCE OF 718.00 FEET; 4) N25°05'43"E A DISTANCE OF 505.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARAPAHOE ROAD; THENCE S89°57'57"E ALONG THE SOUTH LINE OF AREA ANNEXED BY THE TOWN OF ERIE SEPTEMBER 4, 1997 AT RECEPTION NO. 1727895 A DISTANCE OF 413.06 FEET; THENCE S00°00'21"W A DISTANCE OF 439.85 FEET; THENCE N89°58'08"W A DISTANCE OF 252.20 FEET; THENCE S00°01'03"E A DISTANCE OF 846.38 FEET TO THE NORTH LINE OF A REPLAT OF BEACON HILL SUBDIVISION RECORDED MARCH 17, 1982 AT RECEPTION NO. 487195; THENCE S89°54'45"W ALONG SAID NORTH LINE A DISTANCE OF 1442.71 FEET TO A POINT ON THE EAST LINE OF SAID ANNEXATION AT RECEPTION NO. 980491; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING TWO (2) COURSES: 1) N00°22'04"W A DISTANCE OF 648.33; 2) N00°22'13"E A DISTANCE OF 26.98 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,279,045 SQUARE FEET OR 29.363 ACRES, MORE OR LESS.

ATTACHMENT B

ATTACHMENT B

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

SUBJECT: STAFF REPORT: Monthly Communications Report – January 2015

DEPARTMENT: Administration

PRESENTER: Fred Diehl, Assistant to the Town Administrator

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

STAFF RECOMMENDATION: NA

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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

- 21 Unique Announcements Released via “Notify Me”
- 4,732 “Notify Me” Subscribers

FACEBOOK INSIGHTS:

- 19 Unique posts
- Reach of Facebook posts ranged from 528 (ECC Pass Promotion – Final Day) to over 8,800 (Police looking for hit and run suspect).

TWITTER ANALYTICS

- 22 Unique Tweets
- 6,400 impressions over 31 days

WEBSITE: The attached monthly Website Overview Report includes visitor statistics for www.erieco.gov including the following information:

- Total Page Visits by Month/Year: 31,926 /31,926
- Total Unique Visits by Month/Year: 56,946/ 56,946

ERIE GOVERNMENT TELEVISION STREAMING VIDEO:

- Total Page Views: 2,720
- Total Visits: 1,122

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

 _____

ATTACHMENTS:

- a. Communications Calendar
- b. Facebook Insights
- c. Twitter Analytics
- d. Website Overview Report

Communication Calendar - January 2015

NEWS & ANNOUNCEMENTS		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		1,237		1,695	926
1/1: January/February Erie Edition Now Available!		X	X	X	X
1/6: Comment Period for Permitted Well Site Adjacent to Erie Extended		X	X	X	X
1/7: Department of Public Works Notice: 2015 Projects Open House		X	X	X	X
1/8: Police Looking for Hit and Run Suspect		X	X	X	X
1/9: COGCC Starts New Process for Oil and Gas Operations Complaints		X	X	X	X
1/9: Erie Police Successfully Resolve Hit and Run Investigation		X	X	X	X
1/14: Erie Board of Trustees Action Items – January 13, 2015		X	X	X	X
1/14: Solidification Facility Application Removed from Planning Commission Agenda		X	X	X	X
1/15: Letter from Mayor Harris: Oil & Gas MOU		X	X	X	X
1/15: Public Meeting Notice – Oil & Gas MOUs		X	X	X	X
1/16: Historic Downtown Erie Art in Public Places Ad Hoc Committee Meeting		X	X	X	X
1/23: Coal Creek Trail Connection & New Pedestrian Bridge Now Open!		X	X	X	X
1/26: Erie Police Department and MVFR Responds to Helicopter Crash at Erie Municipal Airport		X	X	X	X
1/26: Update - Erie Police Department and MVFR Respond to Helicopter Crash at Erie Municipal Airport		X	X	X	X
1/28: Erie Board of Trustees Action Items – January 27, 2015		X	X	X	X
1/30: Police Station Update with Pictures - Facebook				X	

ECONOMIC DEVELOPMENT ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		761		1,695	926
1/19: International Trade Education Spring Workshops Announced		X	X		X
1/20: SBDC Increases Hours in Erie In 2015		X	X		X

PUBLIC WORKS ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		648		1,695	926
1/7: Concrete Pour for New Police Station Requires Early Morning Start		X	X	X	X

POLICE ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		959		1,695	926
1/8: Police Looking for Hit and Run Suspect		X	X		X
1/9: Town of Erie Citizen's Police Academy		X	X		X
1/9: Erie Police Successfully Resolve Hit and Run Investigation		X	X		X

PARKS & RECREATION ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		1,127		1,695	926

TOWN OF ERIE CALENDAR NOTIFICATION		Notify Me Message	Notification Posted on Website	Twitter Post
Reach via Subscribers & Visitors:		514		926
1/4: Planning Commission Meeting (1/7)		X	X	X
1/9: Open Space and Trails Advisory Board Meeting (1/12)		X	X	X
1/10: Board of Trustees Regular Meeting With Urban Renewal Authority Meeting To Follow (1/13)		X	X	X
1/11: Department of Public Works 2015 Projects Open House (1/14)		X	X	X
1/11: Tree Board Meeting (1/14)		X	X	X
1/15: Public Meeting - Oil & Gas MOU's (1/20)		X	X	X
1/17: Historic Downtown Erie Art in Public Places Ad Hoc Committee Meeting (1/22)		X	X	X
1/17: Board of Trustees Study Session Followed By Special Meeting (1/20)		X	X	X
1/18: Planning Commission Meeting (1/21)		X	X	X
1/19: Open Space and Trails Advisory Board meeting (1/20)		X	X	X
1/23: Historic Preservation Advisory Board Meeting (1/26)		X	X	X
1/24: Board of Trustees Regular Meeting (1/27)		X	X	X

ENGAGE ERIE TOPICS		Engage Erie Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Participants & Visitors:				1,695	926
1/13: "Rumor Mill" Answers Your Questions about Red Tail Ranch		X		X	

YOUTUBE CHANNEL		Views Via YouTube	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:				1,695	926

UTILITY BILL INSERTS		Mailed Bills	Emailed Bills		
Total:		6,800	875		
January/February Erie Edition		X	X		

updated: 2/17/2015

January 2015 – Facebook Insights

Town of Erie, Colorado – Government Page

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

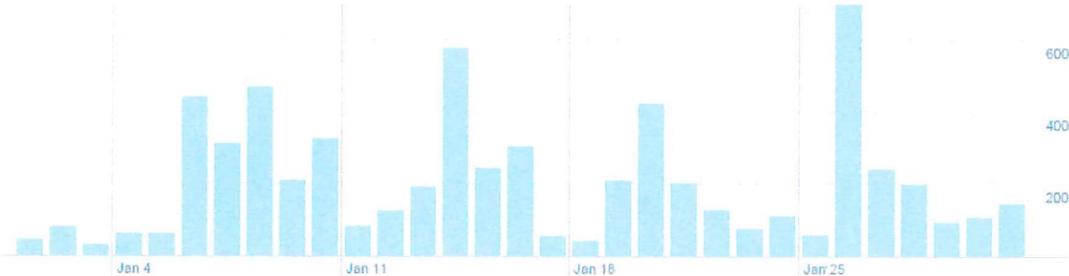
Published	Post	Type	Targeting	Reach	Engagement	Promote
01/30/2015 4:07 pm	Things are moving along at the new Police Station & Municipal Court Building site on County Line	📍	🌐	1.5K	397 63	Boost Post
01/28/2015 11:49 am	Erie Board of Trustees Action Items – January 27, 2015 In this Issue: Town to Continue MOU	📄	🌐	720	91 2	Boost Post
01/26/2015 4:12 pm	Update - Erie Police Department and MVFR Respond to Helicopter Crash at Erie Municipal	🔗	🌐	1.9K	438 10	Boost Post
01/26/2015 1:10 pm	Erie Police Department and MVFR Responds to Helicopter Crash at Erie Municipal Airport On	🔗	🌐	2.5K	613 8	Boost Post
01/23/2015 3:50 pm	Coal Creek Trail Connection & New Pedestrian Bridge Now Open! The new trail connection and	📍	🌐	2.6K	780 93	Boost Post
01/19/2015 2:42 pm	Historic Downtown Erie Art in Public Places Ad Hoc Committee Meeting Thursday, January 22,	🔗	🌐	847	20 23	Boost Post
01/15/2015 4:49 pm	Public Meeting Notice – Oil & Gas MOUs Tuesday, January 20, 2015 5:00 - 7:00 p.m. Town Hall	🔗	🌐	587	28 8	Boost Post
01/15/2015 10:49 am	Letter from Mayor Harris: Oil & Gas MOU Last August, when the Board of Trustees directed staff	📄	🌐	897	208 32	Boost Post
01/14/2015 9:01 pm	Tomorrow is the last day to take advantage of the Erie Community Center's Annual Pass Promotion!	📍	🌐	528	3 2	Boost Post
01/14/2015 1:59 pm	Solidification Facility Application Removed from Planning Commission Agenda On Tuesday,	🔗	🌐	663	58 10	Boost Post
01/14/2015 10:45 am	Erie Board of Trustees Action Items – January 13, 2015 In this Issue: Board to Continue MOU	🔗	🌐	691	86 2	Boost Post
01/13/2015 2:49 pm	"Rumor Mill" Answers Your Questions about Red Tail Ranch The Town has received questions from	🔗	🌐	1.3K	486 7	Boost Post
01/11/2015 9:35 am	Department of Public Works Notice: 2015 Projects Open House The Town of Erie Public Works	🔗	🌐	651	62 7	Boost Post
01/09/2015 7:14 pm	Erie Police Successfully Resolve Hit and Run Investigation & Thank the Public for Their	🔗	🌐	3.7K	792 125	Boost Post
01/09/2015 12:41 pm	COGCC Starts New Process for Oil and Gas Operations Complaints Effective today, the	🔗	🌐	573	49 7	Boost Post
01/09/2015 9:01 am	Police Looking for Hit and Run Suspect Yesterday morning, at approximately 6:30 a.m., a Vista Ridge	🔗	🌐	8.8K	1.2K 103	Boost Post
01/07/2015 2:49 pm	Concrete Pour for New Police Station Requires Early Morning Start Tomorrow Tomorrow morning	🔗	🌐	1.1K	87 20	Boost Post
01/06/2015 12:02 pm	Comment Period for Permitted Well Site Adjacent to Erie Extended At the request of the Town of Erie	🔗	🌐	1.6K	168 27	Boost Post
01/01/2015 9:32 am	January/February Erie Edition Now Available! In this issue: Town Launches Open Budget	📄	🌐	676	71 5	Boost Post

January 2015 – Twitter Analytics

@eriecolorado

Tweet activity

Your Tweets earned 6.4K impressions over this 31 day period



Tweets	Tweets and replies	Promoted	Impressions	Engagements	Engagement rate
	Erie Colorado @eriecolorado · Jan 28		189	4	2.1%
	Erie Board of Trustees Action Items – January 27, 2015: In This Issue: Town to Continue MOU Negotiations with... tinyurl.com/p5y8whe				
	View Tweet details				
	Erie Colorado @eriecolorado · Jan 26		247	24	9.7%
	Update - Erie Police Department and MVFR Respond to Helicopter Crash at Erie Municipal Airport: The Weld Count... tinyurl.com/lhwh4du				
	View Tweet details				
	Erie Colorado @eriecolorado · Jan 26		532	44	8.3%
	Erie Police Department and MVFR Responds to Helicopter Crash at Erie Municipal Airport: On Monday, January 26,... tinyurl.com/p6dr4rx				
	View Tweet details				
	Erie Colorado @eriecolorado · Jan 23		236	10	4.2%
	Coal Creek Trail Connection & New Pedestrian Bridge Now Open!: This new pedestrian bridge joins the trail syst... tinyurl.com/njcv3r				
	View Tweet details				
	Erie Colorado @eriecolorado · Jan 19		313	4	1.3%
	International Trade Education Spring Workshops Announced: The Rocky Mountain World Trade Center Institute in p... tinyurl.com/ljq3lvd				
	View Tweet details				
	Erie Colorado @eriecolorado · Jan 16		262	2	0.8%
	Historic Downtown Erie Art in Public Places Ad Hoc Committee Meeting: Join us to view presentations from the t... bit.ly/1Cxt6IT				
	View Tweet details				

	Erie Colorado @eriecolorado · Jan 15 Public Meeting - Oil & Gas MOU's: Event date: January 20, 2015 Event Time: 05:00 PM - 07:00 PMLocation: 645 Ho... tinyurl.com/mtvpdgu View Tweet details	223	2	0.9%
	Erie Colorado @eriecolorado · Jan 15 Public Meeting Notice – Oil & Gas MOUs: Town Erie Residents and Oil and Gas Industry Representatives are invit... tinyurl.com/kzoakfr View Tweet details	200	4	2.0%
	Erie Colorado @eriecolorado · Jan 15 Letter from Mayor Harris: Oil & Gas MOU: bit.ly/1CmwaO View Tweet details	137	2	1.5%
	Erie Colorado @eriecolorado · Jan 14 Solidification Facility Application Removed from Planning Commission Agenda: On Tuesday, January 13, 2015, Tow... bit.ly/1BrAMxN View Tweet details	237	10	4.2%
	Erie Colorado @eriecolorado · Jan 14 Erie Board of Trustees Action Items – January 13, 2015: In This Issue: Board to Continue MOU Negotiations wit... tinyurl.com/kwythq9 View Tweet details	255	1	0.4%
	Erie Colorado @eriecolorado · Jan 14 We added a new topic! Take a look now! - engage.erieco.gov/rumor-mill-ans... View Tweet details	245	6	2.4%
	Erie Colorado @eriecolorado · Jan 11 There's a topic closing in 24 hours! engage.erieco.gov/share-your-sto... View Tweet details	226	4	1.8%
	Erie Colorado @eriecolorado · Jan 9 Erie Police Successfully Resolve Hit and Run Investigation: Erie Police Thank the Public for Their Assistance tinyurl.com/ond2vub View Tweet details	321	15	4.7%
	Erie Colorado @eriecolorado · Jan 9 Erie Police Successfully Resolve Hit and Run Investigation: Erie Police Thank the Public for Their Assistance tinyurl.com/ohdyysz View Tweet details	250	12	4.8%
	Erie Colorado @eriecolorado · Jan 9 COGCC Starts New Process for Oil and Gas Operations Complaints: The following information is from the Colorado... tinyurl.com/m2stw4h View Tweet details	257	6	2.3%

	Erie Colorado @ericolorado · Jan 8 Police Looking for Hit and Run Suspect: Hit and Run Accident Injures Man and Kills His Dog tinyurl.com/mq4qx6z View Tweet details	244	14	5.7%
	Erie Colorado @ericolorado · Jan 8 Police Looking for Hit and Run Suspect: Hit and Run Accident Injures Man and Kills His Dog tinyurl.com/k9rzlof View Tweet details	235	7	3.0%
	Erie Colorado @ericolorado · Jan 7 Board of Trustees Study Session Followed By Special Meeting: Event date: January 20, 2015 Event Time: 08:00 PM... tinyurl.com/mm6vhw4 View Tweet details	255	8	3.1%
	Erie Colorado @ericolorado · Jan 7 Department of Public Works 2015 Projects Open House: Event date: January 14, 2015 Event Time: 04:30 PM - 06:00... tinyurl.com/ow2w49v View Tweet details	240	1	0.4%
	Erie Colorado @ericolorado · Jan 7 Department of Public Works Notice: 2015 Projects Open House: The open house will be held at the Erie Community... bit.ly/1BMHKeF View Tweet details	202	0	0.0%
	Erie Colorado @ericolorado · Jan 6 Comment Period for Permitted Well Site Adjacent to Erie Extended: Public may submit comments to COGCC through ... tinyurl.com/mplhn5 View Tweet details	449	3	0.7%

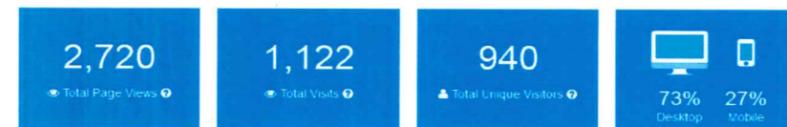
Website Overview Report for www.erieco.gov - January 2015

Total Unique Visits	For the Month: 31,926	Year to Date: 31,926
Total Page Visits	For the Month: 56,946	Year to Date: 56,946

Top 25 Web Pages Visited	# of Visits	Rank
Home Page	23,028	#1
Erie Community Center	4,436	#2
Utility Billing	1,596	#3
Recreation Activities	1,038	#4
Board of Trustees	957	#5
Police Department	826	#6
Aquatics	816	#7
Fees & Membership	736	#8
Residential & Commercial Construction Map	709	#9
Construction Project	649	#10
Parks and Recreation	645	#11
Government	631	#12
Fitness & Wellness	619	#13
Government	599	#14
Facility Information	595	#15
Fitness & Wellness	512	#16
Classes and Programs	510	#17
Youth Sports	503	#18
Maps	479	#19
Gas & Oil Operations	417	#20
Adult Classes & Programs	380	#21
Building Division	375	#22
Transparency	367	#23
2014 Town of Erie Special Events	356	#24
Departments	338	#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

Media Title	Type	Total Views
Board of Trustees	Encoder	792
Board of Trustees Public Meeting, Study Session & Special Meeting - Jan 20th, 2015	Archive	198
Board of Trustees & Urban Renewal Authority Meeting - Jan 13th, 2015	Archive	158
Board of Trustees - Jan 27th, 2015	Archive	137
Board of Trustees - Jan 13th, 2015	Live event	91
Board of Trustees - Jan 27th, 2015	Live event	81
Board of Trustees Public Meeting, Study Session & Special Meeting - Jan 20th, 2015	Live event	71
Board of Trustees Special Meeting - Dec 16th, 2014	Archive	48
Planning Commission - Jan 7th, 2015	Archive	23
Board of Trustees Regular Meeting & Housing Authority Meeting & Urban Renewal Authority Meeting - Dec 8th, 2014	Archive	16



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 24, 2015

SUBJECT: STAFF REPORT
Water Treatment and Water Reclamation Report

DEPARTMENT: Public Works

PRESENTER: Gary Behlen, Director of Public Works

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

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Water Treatment and Water Reclamation graphs depict the monthly production averages and the average per capita usage based on the population within the system at the Lynn R. Morgan Water Treatment Facility and North Water Reclamation Facility 2012-2015.

Water Treatment Facility:

Annual Daily average flow:

•2012~ 2.914 million gallons •2013~ 2.642 million gallons •2014~ 2.623 million gallons •2015~ 1.169 million gallons (YTD)

July 2013 had the highest flows, 5.896 million gallons, while February 2012 had the lowest flows, 1.041 million gallons.

Annual Daily average gallons per capita usage:

•2012~ 146 gallons per capita •2013~ 132 gallons per capita •2014~ 122 gallons per capita •2015~ 54 gallons per capita (YTD)

July 2013 has the highest usage, 295 gallons per capita, while February 2012 had the lowest usage, 52 gallons per capita.

Water Reclamation Facility:

Annual Daily average flow:

•2012~ 1.090 million gallons •2013~ 1.216 million gallons •2014~ 1.297 million gallons •2015~ 1.290 million gallons (YTD)

September 2013 had the highest average, *1.672 million gallons, while November 2013 had the lowest average, 1.036 million gallons.

Annual Daily average per capita usage:

•2012~ 54 gallons per capita •2013~ 61 gallons per capita •2014~ 62 gallons per capita •2015~ 60 gallons per capita (YTD)

September 2013 had the highest usage, *81 gallons, while march and November 2012 had the lowest usage, 52 gallons.

**Note the increase at the Water Reclamation Facility was due to the storm events in August and September*

Staff Review:

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

Approved by:

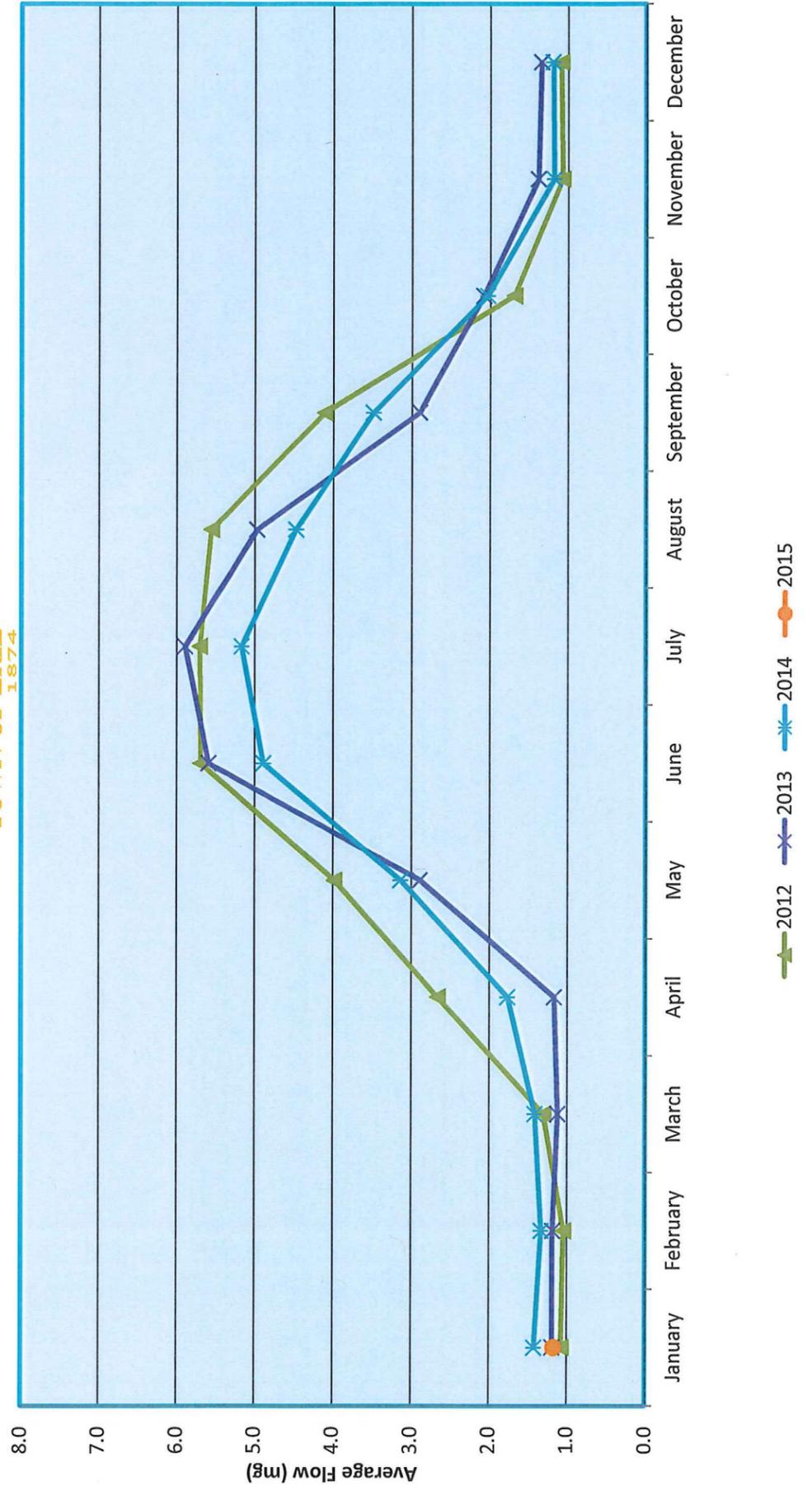


A.J. Krieger
Town Administrator

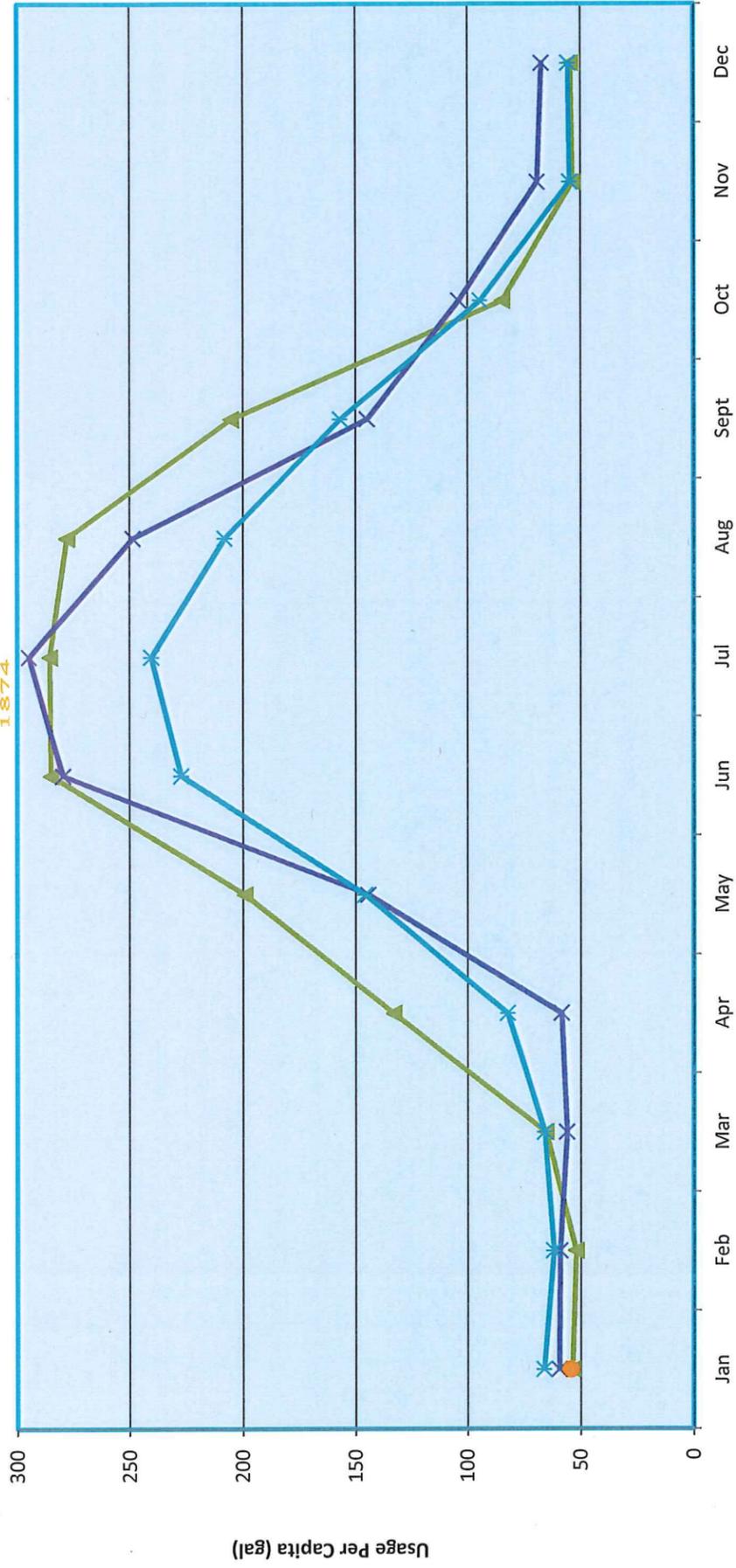
ATTACHMENTS:

- a. Water Treatment Facility Ave. Production graph
- b. Water Usage per Capita graph
- c. Water Reclamation Facility Ave. Production
- d. Water Reclamation Usage per Capita graph

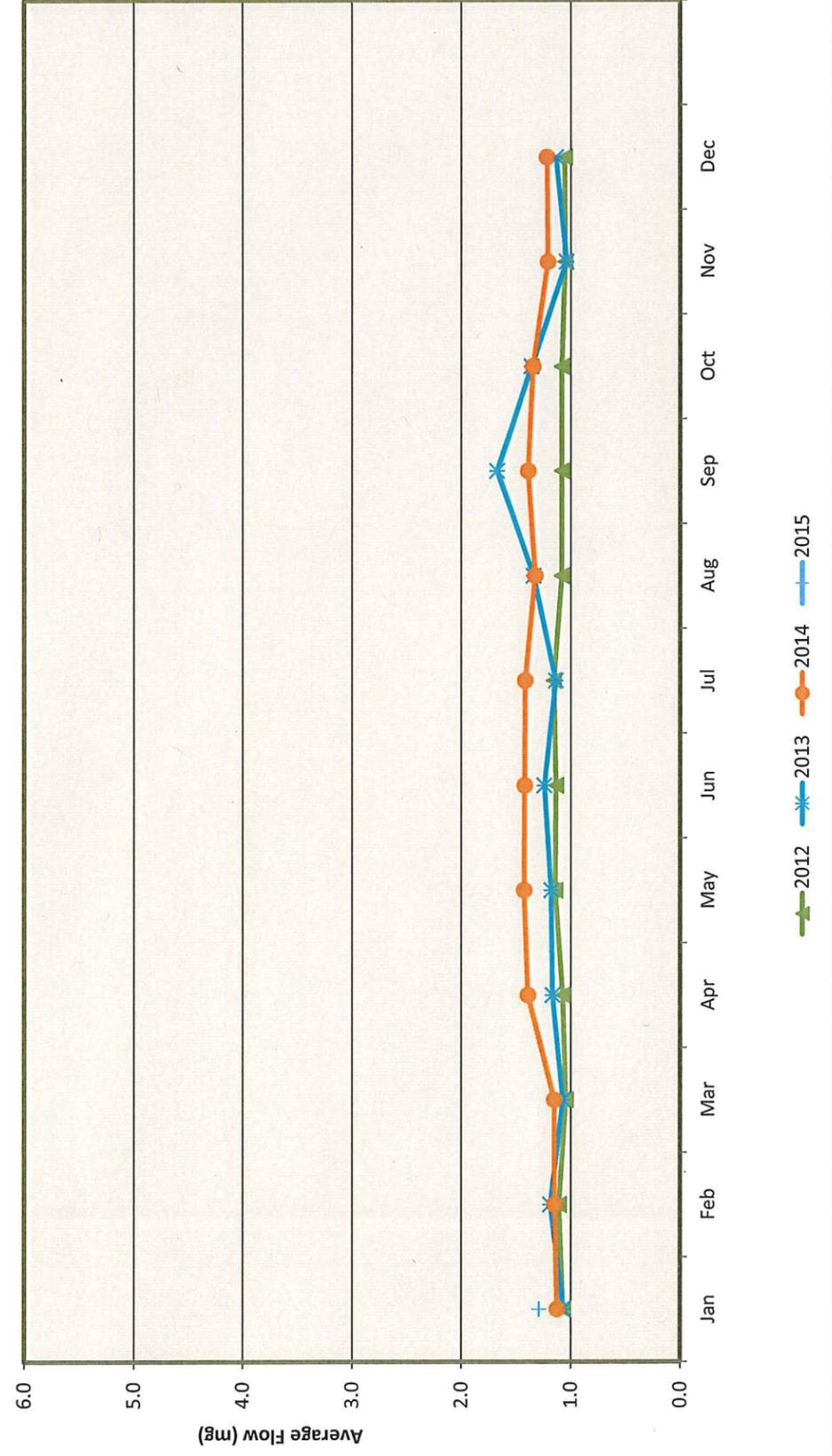
Water Treatment Facility Average Monthly Production



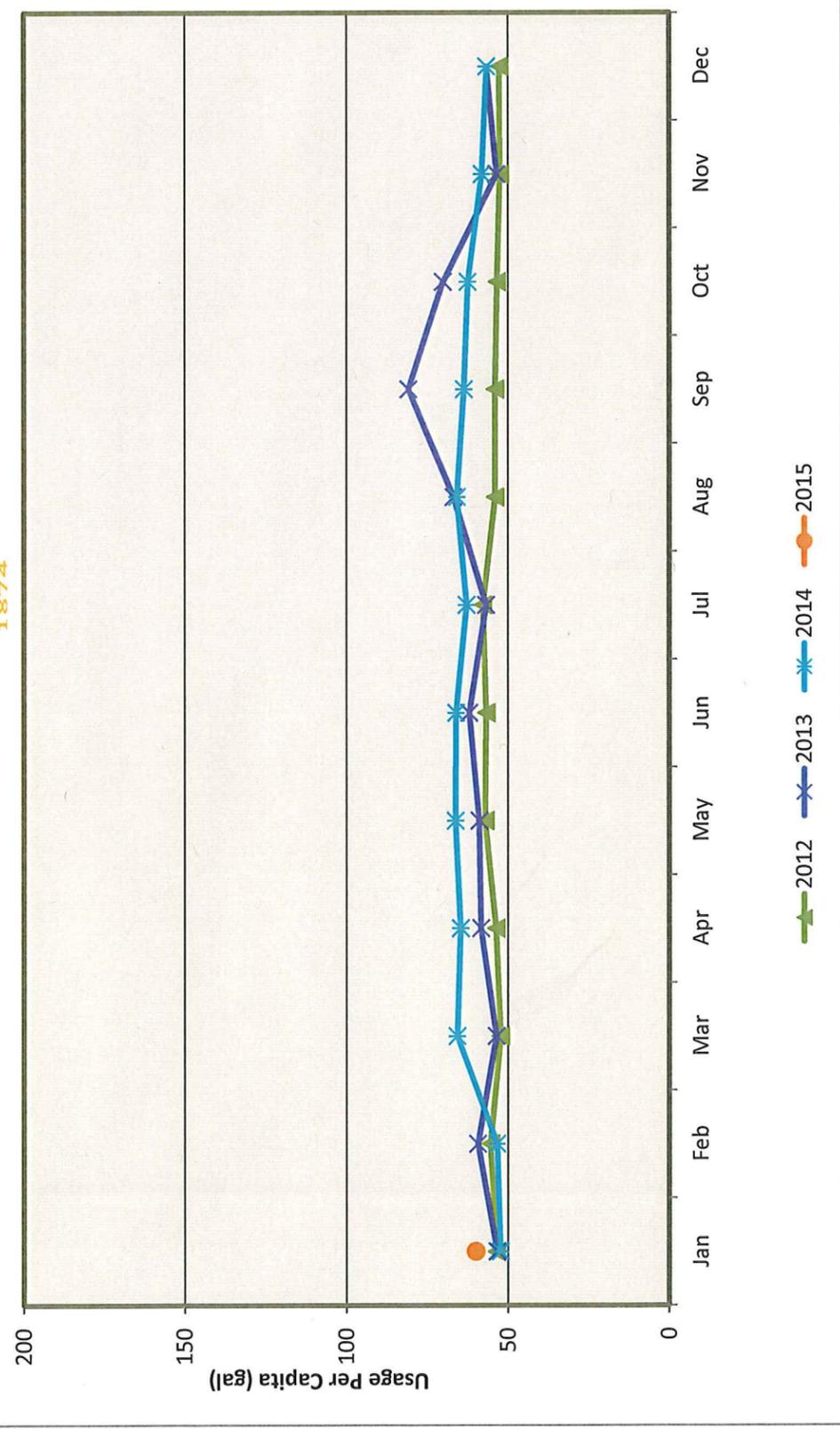
Water Treatment Facility Average Daily Usage Per Capita



Water Reclamation Facility Average Monthly Flows



Water Reclamation Facility Ave. Daily Usage Per Capita





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ERIE MUNICIPAL AIRPORT - BOARD OF TRUSTEES MONTHLY REPORT

February 2014

PROJECT UPDATES

- **Wind Sock and Segmented Circle Project** – The project has been advertised for bidding and bids were received on February 12th. The Bid and Staff recommendation is included in your February 24th 2015 Board Meeting Packet.
- **Purchase of airport equipment** – No change in status from January.
- **New Engineering Consultant Selection** – No change in status from January.
- **CIP Update** – Airport Management, Town Staff and CDOT Division of Aeronautics collaborated to update the airport's 5 year Capital Improvement Plan (CIP). The Airport Manager is planning an Airport Manager's Report on the CIP for the first Board Meeting in March.

SAFETY ISSUES

- Daily/weekly inspections of the airport did not identify any safety issues that required action in the month of February.

NOISE COMPLAINTS

- On January 21st, a complaint was received from an Anthem Ranch resident regarding an aircraft performing touch-and-goes in the morning during a snow shower. The resident felt that the pilot was flying extremely low and was being unsafe due to the snow showers. The Airport Manager spoke to the resident and was able to alleviate his concerns
- On February 15th, a complaint was received from a resident of the Arapahoe Ridge Subdivision reporting perceived low flying aircraft.

EVENTS/ACTIVITIES/TRAINING

- On February 6th, a Safety Seminar titled *Learning from Recent Accidents and Incidents at Erie Municipal Airport* was held at the Erie Community Center. It was attended by approximately 150 local pilots and members of the surrounding community. The seminar highlighted some of the challenges of flying into general aviation airports and examined some of the accidents and incidents that have occurred at the Erie Municipal Airport.

INCIDENTS/ACCIDENTS

- On January 26, 2015 an Enstrom 280FX crashed and was destroyed during a training session. There were two fatalities, the flight instructor and the student pilot. The NTSB Preliminary Report states that the main rotors departed the aircraft during flight. The FAA has determined the aircraft suffered a mechanical failure and has issued an Emergency Airworthiness Directive (EAD) grounding more than 300 helicopters before further flight. The EAD requires the inspection of rotor assemblies with 5000 or more hours in service.