

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING ¹
Tuesday, January 28, 2014
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook Street, Erie, CO 80516

STUDY SESSION 5:45 P.M. COMMUNITY ROOM

I. CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

III. APPROVAL OF THE AGENDA

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

- a. Approval of the January 14, 2014 Meeting Minutes
- b. Resolution 14-23; A Resolution Awarding a Construction Contract for Irrigation Pond Repairs
- c. Resolution 14-24; A Resolution Awarding a Janitorial Supplies Contract

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

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

NONE SCHEDULED

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

- a. Resolution 14-22; A Resolution Of The Town Of Erie Authorizing A Tabor Election On April 1, 2014, Fixing The Ballot Title And Question, And Setting Forth Other Details Relating Thereto.
- b. Resolution 14-26; A Resolution Approving the Golden Run Annexation Agreement

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.

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.)

- a. Ordinance 07-2014; An Ordinance of the Town of Erie, Colorado, Approving the Initial Zoning to PD – Planned Development for the Golden Run Subdivision ; and Providing, for the Effective Date of This Ordinance; and Setting Forth Details in Relation Thereto. (SECOND READING)
- b. Ordinance 08-2014; An Ordinance Of The Town Of Erie, Colorado, Amending Title 2, "Revenue And Finance," Chapter 10, "Fee Schedule," Section 6, "Building Inspection Fees," And Chapter 11, "Sales And Use Tax," Section 2, "Use Tax," Of The Erie Municipal Code; And, Setting Forth Details In Relation Thereto. (FIRST READING)

IX. **LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES**

ANDALUSIA ANNEXATION

PUBLIC HEARING

OPEN PUBLIC HEARING

- a. Resolution 14-25; A Resolution Regarding the Andalusia Annexation; Adopting Certain Findings of Fact and Conclusions Favorable to the Annexation

CLOSE PUBLIC HEARING

- b. Ordinance 05-2014; An Ordinance Annexing the Andalusia 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

- c. Ordinance 06-2014; An Ordinance Zoning the Andalusia 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. Coal Creek Park Discussion
- b. Moving America forward with William Shatner" Award and Promo Video."
- c. Transfer Money for Legal Expense to Insure Maximum FAA Funding to Erie (EIK) Airport

- XI. **STAFF REPORTS** (This agenda item is reserved for specific items from Staff requiring Board direction or just relaying important information.)
- a. A.J. Krieger, Town Administrator
- 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, January 14, 2014
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Wilson called the January 14, 2014 Regular Meeting of the Board of Trustees to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

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

III. APPROVAL OF THE AGENDA

Action: Mayor Pro Tem Grassi moved to amend IV. Consent Agenda to move item y. to VII. Ordinances; the motion was seconded by Trustee Carnival. The motion carried with all present voting in favor thereof.

Action: Mayor Pro Tem Grassi moved to approve the January 14, 2014 Agenda as amended; the motion was seconded by Trustee Carnival. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

- a. Approval of the December 10, 2013 Meeting Minutes
- b. Resolution 14-01; A Resolution Designating Public Posting Notices For the Year.
- c. Resolution 14-02; A Resolution for the Town of Erie's 3 Mile Plan. Purpose: Set 3 Mile boundary For Land Uses and Governing Documents.
- d. Resolution 14-03; A Resolution Authorizing Payment to IMA of Colorado For Providing Liability And Property Insurance To The Town For 2014
- e. Resolution 14-04; A Resolution Authorizing Payment to Anthem Blue Cross and Blue Shield of Colorado for Providing Medical Insurance

CONSENT AGENDA (continued)

- f. Resolution 14-05; A Resolution Authorizing Payments To Various Vendors Providing Services to the Town of Erie For 2014
- g. Resolution 14-06; A Resolution Authorizing the Renewal of Public Works Service Contracts
- h. Resolution 14-07; A Resolution Approving Acting by and Through Its Erie Water Activity Enterprise to Continue its Participation in the Northern Integrated Supply Project
- i. Resolution 14-08; A Resolution Awarding a Contract for ADA Accessible Portable Restrooms
- j. Resolution 14-09; A Resolution Awarding a Contract for ADA Ramp and Sidewalk Repairs at Meadowview Parkway and Longs Park
- k. Resolution 14-10; A Resolution Awarding a Construction Contract for the NWRP Reuse Reservoir Flood Damage Repairs
- l. Resolution 14-11; A Resolution to Apply for an Annually Renewable Perpetual Water Contract for the Right to Use Colorado Big Thompson Project Water and for Cancellation of Temporary Use Permits
- m. Resolution 14-12; A Resolution Approving a Grants to Community Application for the American Cancer Society Relay for Life
- n. Resolution 14-13; A Resolution Approving Rebate Program for High Efficiency Washing Machines
- o. Resolution 14-14; : A Resolution Approving a Grants to Community Application for the Erie Community Library and Erie Historical Society
- p. Resolution 14-15 A Resolution Approving a Services Agreement with Critigen LLC to Provide Server Virtualization Services
- q. Resolution 14-16; A Resolution of the Town of Erie, Approving an Intergovernmental Agreement by and Between the County of Weld and the Town of Erie for Payment of Bonus Amounts for Certain Reported Oil and Gas Employees Residing Within Municipal Boundaries
- r. Resolution 14-17; A Resolution of the Town of Erie, Authorizing Payment to Pinnacol Insurance for Workers' Compensation Insurance for 2014.
- s. Resolution 14-18; A Resolution Authorizing the Approval of for Flatiron Meadows Development Agreement and Final Plat
- t. Resolution 14-19; A Resolution Accepting Easements for Sanitary Sewer for Flatiron Meadows
- u. Resolution 14-20; A Resolution Authorizing the Extension of a Real Estate Consulting Contract
- v. Resolution 14-21; A Resolution by the Board of Trustees of the Town of Erie Approving the Street Name Changes from Daybreak Boulevard to Colliers Boulevard and Daybreak Parkway to Colliers Parkway

CONSENT AGENDA (continued)

- w. Ordinance 01-2014; An Ordinance Annexing the Isabelle Annexation No. 1 and No. 2, to the Town of Erie, Colorado, Providing for the Effective Date of this Ordinance; Setting Forth Detail in Relation Thereto (SECOND READING)
- x. Ordinance 02-2014; An Ordinance Zoning the Isabelle Annexation No. 1 and No. 2; Providing for the Effective Date of this Ordinance; Setting Forth Details in Relation Thereto (SECOND READING)
- z. Ordinance 04-2013; An Ordinance of the Town of Erie, Colorado Vacating a Portion of a Drainage Easement; and Setting Forth Details in Relation Thereto (SECOND READING)

Action: Mayor Pro Tem Grassi moved to approve the January 14, 2014 Consent Agenda. Trustee Carnival seconded the motion. The motion carried with the following roll call vote:

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

V. PUBLIC COMMENT

Randy Kneebone, 1384 Reliance Court, Erie, CO. spoke on behalf of the Erie Economic Development Council and gave the Board an update on some of the 2014 activities.

VI. PROCLAMATIONS AND PRESENTATIONS

- a. Mountain View Fire Protection District Update-Chief Lawley and Amy Tallent presented the Board of Trustees an update of the current and proposed activities for 2014 for the MVFPD.
- b. Design Build Award for the North Water Reclamation Facility
The Design-Build Institute of America (DBIA) is the only organization that defines, teaches and promotes best practices in design-build, DBIA is committed not only to identifying proven means and methods of achieving success, but also celebrating people and projects that raise the bar and demonstrate what design-build done right can achieve. DBIA national awards are given annually. DBIA project awards highlight exemplary projects that not only achieve budget and schedule goals, but that also demonstrate advanced and innovative application of total integrated project delivery, including design-build best practices. Winning projects are led by teams that have truly harnessed the power of integration to innovate and deliver projects beyond owners' expectations. Both owners and design-build teams share the glory for these awards. The North Water Reclamation Facility Design Build team received an honors award from the Rocky Mountain region of the DBIA in 2012. The North Water Reclamation Facility Design Build team received the national honors award on November 5, 2013 at the annual DBIA national convention. Darin Brinkman of Burns and McDonnell Engineering presented the award to the Mayor and Board.

PROCLAMATIONS AND PRESENTATIONS (continued)

- c. **Rod Tarullo the Director of Parks, Recreation, and Golf for the City of Golden-National Gold Medal Award for Excellence in the Field of Parks and Recreation Management from the American Academy for Parks and Recreation Administration** The Gold Medal Award honors communities throughout the United States that demonstrate excellence in long-range planning, resource management, and agency recognition. Each agency is judged on its ability to address the needs of those it serves through the collective energies of citizens, staff, and elected officials. The Gold Medal Award Program includes seven classes: five classes based upon population, one class for armed forces recreation and one class for state park systems in odd numbered years.

- d. **2013 Rocky Mountain Water Tasting Award**
The Rocky Mountain Section of the American Water Works Association (RMSAWWA) is a non-profit, scientific and educational association dedicated to managing and treating water. Their mission is to provide solutions for the Rocky Mountain Region (Colorado, New Mexico, and Wyoming) to effectively manage water, the world's most important resource. As a local section of the American Water Works Association, RMSAWWA sponsors a best tasting water competition at the RMSAWWA local conference. 11 municipalities competed for the best tasting water of the Rocky Mountain region. A panel of five judges from widely varying backgrounds ranked municipalities' water on taste, odor and appearance. The winners of the competition were Town of Erie taking first place, the Pueblo Board of Water Works in second and Denver Water coming in third place. The Town of Erie was selected unanimously by the judges as the best tasting water. It was called a "landslide victory" at the competition. The Town of Erie will represent the RMSAWWA at the national "Best of the Best" taste test at the AWWA Conference in Boston next June. The Town received the award on September 10, 2013 at the Rocky Mountain Section of the American Water Works Association's annual conference.

VII. ORDINANCES

- a. **Ordinance 05-2014; An Ordinance of the Town of Erie, Colorado, Approving the Initial Zoning for Golden Run Planned Development to PD – Planned Development; and Providing, for the Effective Date of This Ordinance; and Setting Forth Details in Relation Thereto.**

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

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

ORDINANCES

- b. **Ordinance 03-2014; An Ordinance Amending the Town of Erie Standards and Specifications for Design and Construction of Public Improvements 2013 Edition; And, Setting Forth Details In Relation Thereto.**

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

Action: Mayor Pro Tem Grassi moved to approve Ordinance 03-2014 with the comment that we remove Paragraph 1084.05 Bullet point "D" added. Information: At least one approved trash receptacle per wayside shall be included; the motion was seconded by Mayor Wilson. The motion carried with all present voting in favor thereof.

VIII. GENERAL BUSINESS

- a. **Board Approval/ Involvement in Public Policy Actions- (Home Licensing Campaign.)** Mayor Wilson clarified what type of Business required Licensing and that the Board encourages people to bring their Business to Erie.
- b. **Review Boulder County Consortium of Cities Legislative Agenda.** Mayor Pro Tem Grassi asked for input on the Consortium of Cities Legislative Agenda.

Action: Mayor Pro Tem Grassi moved that the Town support the Legislative Agenda as written; the motion was seconded by Trustee Carnival. Mayor Wilson asked for a friendly amendment to withdraw support for Legislation to Promote Paint Recycling and/or Paint Product Stewardship and Legislation to Direct a Portion of Faster Safety Funds to the Safe Routes to School Program, Which Will No Longer Be Federally Funded. The Mayor retracted his amendment. Mayor Pro Tem Grassi withdrew her motion. No action was taken on this motion until the Consortium of Cities addresses the current Urban Renewal Authority Legislation.

- c. **Keep Erie Safe Committee – Mike Mazzocco** spoke on behalf of the committee to promote the need for a new Public Safety Facility.

IX. STAFF REPORTS

A.J. Krieger, Town Administrator recognized Jan Sloat, Human Resource Manager for Earning her Professional in Human Resources Certification.

X. BOARD OF TRUSTEES REPORTS & APPOINTMENTS

Trustee Gruber spoke with Congressman Gardner about the importance of NISP and issues the Town has with responsiveness from the FAA.

Mayor Pro Tem Grassi asked for the Board to review the information sent by staff regarding Food Trucks legislation and to make comment. Mayor Pro Tem stated the Urban Renewal Authority has a great value to the Town. She congratulated staff on all their awards and efforts.

Trustee Carnival also congratulated staff and the potential for Old Town Erie.

Mayor Wilson reported on several meeting he has recently attended an also complimented staff on their efforts.

XI. ADJOURNMENT

Action: Trustee Carnival moved to adjourn the January 14, 2014 regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Trustee Gruber. The motion carried with all present voting in favor thereof.

Action: Mayor Wilson adjourned the January 14, 2014 Regular Meeting of the Town of Erie Board of Trustees at 8:01 p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Joseph A. Wilson, Mayor

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

Board Meeting Date: January 28, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-23: A Resolution Authorizing Award Of A Construction Contract To Mountain Constructors, Inc. In The Amount Of \$306,358.49; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

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

FISCAL INFORMATION: Cost as Recommended: **\$189,903.33; \$147,096.67**
Balance Available: **\$0; \$750,000**
Budget Line Item 001 . 04 . 110 . 580950 . 130056
Number: 015 . 07 . 110 . 580950 . 130038
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-23 awarding said contract, authorizing the Town Administrator to execute said contract, authorizing Staff to expend contracted funds and contingency funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the September flood event, the Erie Irrigation Pond east of Erie Commons was damaged and no longer holds water. This pond is used by the Town and Erie Commons Metro District (Metro District/HOA) to irrigate the Community Center Park, Lehigh Neighborhood Park and street right-of-way along Erie Parkway, Powers Street and Masson Drive. In order for the pond to be used for the 2014 irrigation season, the pond must be repaired and operational by early April.

The Town of Erie, Community Development Group of Erie, Inc. and the Erie Commons Metropolitan District No. 1 entered into a Water Resources Agreement on May 24, 2011. The Metro District/HOA will be requested to participate in sharing with the Town the cost not covered by grants for the repair of the pond.

This project has been identified as part of the FEMA recovery effort, 75% funded by FEMA 12.5% funded by the State of Colorado and the Town and Metro District/HOA will be responsible for 12.5% to make necessary repairs to the Irrigation Pond.

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

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

The FEMA funding is limited to restoring the pond to its original conditions. The CWCB Grant is not limited to restoring the pond to original conditions. It can be used to either offset the Town's cost to restore the pond to original condition or the cost to improve the pond reducing the likelihood of damage of this magnitude in the future.

The project was bid with a base bid and two bid alternates to provide protection to the pond and Coal Creek. **Base Bid** will restore the pond to original conditions, which includes removal of material deposited in the pond, repair of breeches, and repair of the clay liner in the path the creek flowed through the pond.

Bid Alternate A will provide protection to the pond and Coal Creek by including a cutoff wall, grouted boulders and riprap.

Bid Alternate B will provide protection to the pond and Coal Creek by including a cutoff wall and riprap.

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

An Invitation to Bid was posted on the Town's website on December 27, 2013 to insure that local contractors were notified about this project. No Erie contractors submitted bids.

The following bids were opened and read on January 16, 2014.

Bid Information

| Contractor | Base Bid Price | Bid Alt A | Bid Alt B |
|---------------------------------|-----------------------|------------------|------------------|
| Mountain Constructors, Inc. | \$172,636.49 | \$421,054.00 | \$133,722.00 |
| Fiore & Sons, Inc. | \$238,147.00 | \$657,436.76 | \$243,595.44 |
| Taylor Kohrs, Inc. | \$265,802.96 | \$493,698.08 | \$123,022.68 |
| United Western, Inc. | \$289,565.98 | \$428,660.38 | \$114,368.44 |
| Defalco Construction, Inc. | \$294,110.77 | \$416,089.06 | \$119,481.12 |
| Pioneer Sand Company, Inc. | \$326,357.54 | \$456,825.80 | \$102,935.00 |
| Recycled Materials Co., Inc. | \$383,253.69 | \$535,670.45 | \$141,998.28 |
| Dan's Custom Construction, Inc. | \$427,740.34 | \$382,083.20 | \$228,104.00 |

The low bidder for the base bid and both bid alternates is Mountain Constructors, Inc. Mountain Constructors has worked for the Town of Erie in the past. They constructed the initial phase of Erie Parkway east of County Line Road, constructed the A3 Mid Field and East Taxiway Connectors at the Erie Municipal Airport and the Coal Creek Trail Extension from Cheesman Street to Reliance Park. Staff has reviewed Mountain Constructors, Inc.'s qualifications and found them to be acceptable.

Staff is recommending awarding the Base Bid plus Bid Alternate B. The additional armoring of the pond will minimize damage during a flood event. It is estimated that the pond could overtop during a 10-year event. The construction of a cut off wall and riprap, will protect the irrigation pond, and Coal Creek.

Staff is recommending the additional Town funding for armoring the pond come from the Drainage Funds for the Coal Creek Improvements budgeted in 2014.

Project Construction Cost Summary

| | |
|-----------------------------|---------------------|
| Contract Base Bid | \$172,636.49 |
| Contract Bid Alt B | \$133,722.00 |
| Total Contract Price | \$306,358.49 |
| Contingency Base Bid(10%) | \$17,266.84 |
| Contingency Bid Alt B(10%) | \$13,374.67 |
| Total Base Bid | \$189,903.33 |
| Total Bid Alt B | \$147,096.67 |
| Total Project Cost | \$337,000.00 |

Project Funding Summary

| | |
|---|---------------------|
| FEMA and State Reimbursement for Base Bid | \$166,165.41 |
| CWCB Funding | \$20,000.00 |
| Town Funding | \$150,834.59 |
| Total Project Funding | \$337,000.00 |

Project Schedule

| | |
|-----------------------|------------------|
| Notice of Award | January 28, 2014 |
| Notice to Proceed | January 28, 2014 |
| Construction Complete | May, 2014 |

Board Goal

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

Staff Review:

Approved by:



A.J. Krieger
Town Administrator

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

ATTACHMENTS:

- a. Resolution 14-**23**
- b. Vicinity Map

RESOLUTION NO. 14-23

A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO AWARD A CONSTRUCTION CONTRACT TO MOUNTAIN CONSTRUCTORS, INC. FOR IRRIGATION POND REPAIRS IN THE AMOUNT OF \$306,358.49; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to enter into a construction contract for Irrigation Pond Repairs in the amount of \$306,358.49.00; and

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

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

Section 1. That the construction contract between the Town of Erie and Mountain Constructors, Inc. is found to be a reasonable and acceptable contract for the Irrigation Pond Repairs.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into a construction contract with Mountain Constructors, Inc. and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in the amount of \$306,358.49 with a contingency of up to \$30,641.51.

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

ADOPTED AND APPROVED THIS 28TH DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

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

SITE ACCESS PLAN



PROJECT AREA
(SEE THIS SHEET)

CONSTRUCTION ACCESS
L-1011 LF

NELSON ST

ZODO AVE

BONNELL AVE

LASNIK AVE

ORTEGA CT

IP

CWS

SM

SSA

VTC

A=1110 SY



ORIGINAL SCALE: 1" = 200'

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

Board Meeting Date: February 26, 2013

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-24: A Resolution Authorizing Award Of Contract To Janitorial and Sanitation Supplies to Western Paper Distributors the Amount Not-To-Exceed \$28,000; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

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

FISCAL INFORMATION: Cost as Recommended: **\$28,000, \$2,000 , \$2,500**
Balance Available: \$56,000, \$4,800, \$6,200,

| | | | | | | | | | |
|------------------|-----|---|----|---|-----|---|--------|---|--------|
| Budget Line Item | 001 | . | 07 | . | 440 | . | 530121 | . | 000000 |
| Number: | 002 | . | 07 | . | 740 | . | 530121 | . | 000000 |
| | 012 | . | 07 | . | 750 | . | 530121 | . | 000000 |

New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-24 awarding said contract, authorizing the Town Administrator to execute said contract, authorizing Staff to expend contracted funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2014 operating budget includes funds for janitorial and sanitation supplies to be used at all Town facilities: Town Hall, Leon A. Wurl Service Center , Water Treatment Facility, North and South Water Reclamation Facility, Erie Community Center, Erie Community Park and other Town owned Park Facilities.

Town staff has elected to use National Intergovernmental Purchasing Alliance (NIPA) in place of requesting bids on our own. NIPA is a cooperative purchasing organization dedicated to serving City/Local, County and State Government, Special Districts, Government-Education Healthcare Entities and Nonprofits. This is an optional use program with no fee to participate.

Contract Highlights

The network consists of over 70 locally-based, best-in-class distributors. The network offers several industry expertise, customizable programs, and products from the industry's top suppliers and discounts for all product categories. The agreement includes all of the janitorial and sanitation supplies, with distribution services. The Contract term goes to August 1, 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:

Approved by:

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

A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Resolution 14-24

RESOLUTION NO. 14-24

A RESOLUTION OF THE TOWN OF ERIE AWARDING A CONTRACT TO WESTERN PAPER DISTRIBUTORS FOR THE 2014 JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$28,000.00; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to award a contract to Western Paper Distributors for the 2014 Janitorial Services; and

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

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

Section 1. That the contract between the Town of Erie and Western Paper Distributors is found to be a reasonable and acceptable contract for the 2014 Janitorial Services.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the contract with Western Paper Distributors and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in an amount not to exceed \$28,000.00.

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

ADOPTED AND APPROVED THIS 28TH DAY OF JANUARY 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

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

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

Board Meeting Date: January 28, 2014

SUBJECT: CONSENT AGENDA - RESOLUTION

Resolution 14-22; Consideration of Resolution 14-22: A Resolution of the Town of Erie, Colorado, Authorizing a TABOR Election on April 1, 2014, Fixing the Ballot Title and Question; and Setting Forth Details in Relation Thereto

DEPARTMENT: Administration-Town Administrator

PRESENTER: A.J. Krieger

| | | |
|---------------------|--------------------|---|
| FISCAL | Cost as | NONE |
| | Recommended: | |
| INFORMATION: | Balance Available: | |
| | Budget Line Item | |
| | Number: | |
| | New Appropriation | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | Required: | |

STAFF

RECOMMENDATION: Approval of Resolution 14-22

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Board of Trustees has directed staff to craft language for a TABOR ballot issue for the construction of a new police station and municipal court building to be included on the ballot for the April 1, 2014 Regular Municipal Election.

Resolution 14-22 authorizes a TABOR Election and fixes the Ballot Question for the April 1, 2014 Regular Municipal Election.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS: Resolution 14-22

RESOLUTION 14-22

A RESOLUTION OF THE TOWN OF ERIE AUTHORIZING A TABOR ELECTION ON APRIL 1, 2014, FIXING THE BALLOT TITLE AND QUESTION, AND SETTING FORTH OTHER DETAILS RELATING THERETO.

WHEREAS, the Town of Erie, Boulder and Weld Counties, Colorado (the “Town”), is a municipal corporation duly organized and existing as a statutory town under the Constitution and laws of the State of Colorado; and

WHEREAS, the members of the Board of Trustees of Town of Erie (the “Board”) have been duly elected and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires voter approval for any new tax, the creation of any debt and for spending certain moneys above limits established by TABOR; and

WHEREAS, TABOR requires the Town to submit ballot issues (as defined in TABOR) to the Town’s electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, April 1, 2014, is the date of the regular municipal election in the Town and one of the election dates at which ballot issues may be submitted to the eligible electors of the Town pursuant to TABOR; and

WHEREAS, the Board hereby determines that it is necessary to submit to the electors of the Town, at the regular election to be held on April 1, 2014, the question of raising increasing debt and taxes to finance the construction of a combined police station and municipal court building within the Town; and

WHEREAS, the Town Clerk (the “Clerk”) will conduct the election as an independent [polling place/mail ballot] election (the “election”); and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election.

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

Section 1. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Town and the officers thereof, directed towards the election and the objects and purposes herein stated is hereby ratified, approved and confirmed.

Section 2. Unless otherwise defined herein, all terms used herein shall have the meanings defined in the Uniform Election Code of 1992, Title 1, Articles 1 through 13, C.R.S., as amended (the "Uniform Election Code") and Title 31, Article 10, C.R.S., as amended (the "Municipal Election Code").

Section 3. Pursuant to Section 31-10-102.7, C.R.S., the Board elects to utilize certain provisions of the Uniform Election Code with regard to the conduct of its regular Town Election. The Board hereby determines that the regular election of the Town to be held on April 1, 2014, shall be conducted as a mail ballot election pursuant to Article 7.5 of the Uniform Election Code; however, to the extent that procedures for the election are not provided in Article 7.5 of the Uniform Election Code, the Municipal Election Code shall apply.. The Board hereby determines that at the regular election to be held on April 1, 2014, there shall be submitted to the eligible electors of the Town the question set forth in Section 4 hereof. Because the election will be held as an independent mail ballot election, the Board hereby determines that the Town Clerk shall conduct the election on behalf of the Town.

Section 4. The following ballot issue, certified in substantially the form set forth below, is hereby referred to the registered electors of the Town and shall appear on the ballot of the Town at the election with the following ballot title which is set pursuant to 31-11-111.

TOWN OF ERIE BALLOT ISSUE 2A: BALLOT QUESTION OF THE TOWN OF ERIE AUTHORIZING THE CONSTRUCTION OF A POLICE STATION AND MUNICIPAL COURT BUILDING TO IMPROVE THE SAFETY OF THE GROWING COMMUNITY AND TO REPLACE THE OUTDATED WORKSPACE FOR THE POLICE AND COURTS CURRENTLY LOCATED AT TOWN HALL.

SHALL THE TOWN OF ERIE DEBT BE INCREASED BY NOT MORE THAN \$6,200,000, WITH A REPAYMENT COST OF NOT MORE THAN \$11,600,000, AND SHALL TOWN TAXES BE INCREASED NOT MORE THAN \$1,200,000 ANNUALLY TO REPAY SUCH DEBT FOR TOWN PUBLIC SAFETY PURPOSES, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- ACQUISITION, CONSTRUCTION, AND EQUIPPING OF A POLICE STATION AND MUNICIPAL COURT BUILDING AND NECESSARY AND INCIDENTAL

FACILITIES, EQUIPMENT, AND COSTS TO IMPROVE THE SAFETY OF THE GROWING COMMUNITY AND TO REPLACE THE OUTDATED WORKSPACE FOR THE POLICE AND COURTS CURRENTLY LOCATED AT TOWN HALL;

AND SHALL THE MILL LEVY BE INCREASED IN ANY YEAR WITHOUT LIMITATION AS TO RATE AND AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH DEBT OR ANY REFUNDING DEBT (OR TO CREATE A RESERVE FOR SUCH PAYMENT); SUCH DEBT TO BE EVIDENCED BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OR OTHER MULTIPLE FISCAL YEAR FINANCIAL OBLIGATIONS, TO BE SOLD IN ONE SERIES OR MORE, FOR A PRICE ABOVE OR BELOW THE PRINCIPAL AMOUNT OF SUCH SERIES, ON TERMS AND CONDITIONS AND WITH SUCH MATURITIES AS PERMITTED BY LAW, INCLUDING PROVISIONS FOR REDEMPTION OF THE BONDS PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF THE PREMIUM OF NOT TO EXCEED THREE PERCENT; AND SHALL THE TOWN BE AUTHORIZED TO ISSUE DEBT TO REFUND THE DEBT AUTHORIZED IN THIS QUESTION, PROVIDED THAT AFTER THE ISSUANCE OF SUCH REFUNDING DEBT THE TOTAL OUTSTANDING PRINCIPAL AMOUNT OF ALL DEBT ISSUED PURSUANT TO THIS QUESTION DOES NOT EXCEED THE MAXIMUM PRINCIPAL AMOUNT SET FORTH ABOVE, AND PROVIDED FURTHER THAT ALL DEBT ISSUED BY THE TOWN PURSUANT TO THIS QUESTION IS ISSUED ON TERMS THAT DO NOT EXCEED THE REPAYMENT COSTS AUTHORIZED IN THIS QUESTION; AND SHALL SUCH TAX REVENUES AND THE EARNINGS FROM THE INVESTMENT OF SUCH BOND PROCEEDS AND TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Section 5. The Town Clerk is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the election.

Section 6. If a majority of the votes cast on the questions to authorize general obligation indebtedness and the levy of ad valorem property taxes submitted at the election shall

be in favor of incurring general obligation indebtedness and levying ad valorem property taxes as provided in such questions, the Town, acting through the Board shall be authorized to proceed with the necessary action to incur general obligation indebtedness and levy ad valorem property taxes in accordance with such questions.

Any authority to contract general obligation indebtedness or to levy ad valorem property taxes, if conferred by the results of the election, shall be deemed and considered a continuing authority to contract the general obligation indebtedness and levy the ad valorem taxes so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

Section 7. If a majority of the votes cast on the questions to authorize general obligation indebtedness as described in the bond question set forth above, the Town intends to issue such bonds in the approximate aggregate principal amount of \$6,200,000 to pay the costs of the Project, including the reimbursement of certain costs incurred by the Town prior to the execution and delivery of such bonds, upon terms acceptable to the Town, as authorized in an resolution to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith. The officers, employees and agents of the Town shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by the resolution. The Town shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h). This resolution is intended to be a declaration of “official intent” to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 8. Pursuant to Section 31-10-1308(2), C.R.S. and Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Section 9. The officers of the Town are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this resolution.

Section 10. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of

such section, paragraph, clause or provision shall in no manner affect any remaining provisions of this resolution.

Section 11. All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 12. The effective date of this resolution shall be immediately upon adoption.

INTRODUCED, PASSED AND ADOPTED at a regular meeting of the Board of Trustees the Town of Erie, Colorado, on January 28, 2014.

TOWN OF ERIE, COLORADO

Joseph A. Wilson, Mayor

(S E A L)

ATTEST:

Nancy J. Parker, Town Clerk

STATE OF COLORADO)
)
 COUNTIES OF BOULDER AND WELD) SS.
)
 TOWN OF ERIE)

I, Nancy J. Parker, the Town Clerk of the Town of Erie, Colorado (the “Town”), do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the “Resolution”) passed and adopted by the Board of Trustees (the “Board”) of the Town at a regular meeting of the Board held on January 28, 2014.

2. The Resolution was duly introduced, moved and seconded and passed on at the regular meeting of January 28, 2014, by an affirmative vote of a majority of the members of the Board as follows:

| Name | “Yes” | “No” | Absent | Abstain |
|-----------------------------|-------|------|--------|---------|
| Joseph A. Wilson, Mayor | | | | |
| Ronda Grassi, Mayor Pro Tem | | | | |
| Joe Carnival | | | | |
| Mark Gruber | | | | |
| Janice Moore | | | | |
| Dan Woog | | | | |
| Fred Mahe | | | | |

3. The members of the Board were present at the meeting and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the Town seal, attested by the Town Clerk and recorded in the minutes of the Board.

5. There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Resolution.

6. Notice of the meeting of January 28, 2014, in the form attached hereto as Exhibit A was posted at the Town Hall not less than twenty-four hours prior to the meeting in accordance with law.

Nancy J. Parker, Town Clerk

(SEAL)

EXHIBIT I
(Attach Notice of Meeting)

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING ¹
Tuesday, January 28, 2014
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook Street, Erie, CO 80516

STUDY SESSION 5:45 P.M. COMMUNITY ROOM

I. CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

III. APPROVAL OF THE AGENDA

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

- a. Approval of the January 14, 2014 Meeting Minutes
- b. Resolution 14-23; A Resolution Awarding a Construction Contract for Irrigation Pond Repairs
- c. Resolution 14-24; A Resolution Awarding a Janitorial Supplies Contract

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

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

NONE SCHEDULED

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

- a. Resolution 14-22; A Resolution Of The Town Of Erie Authorizing A Tabor Election On April 1, 2014, Fixing The Ballot Title And Question, And Setting Forth Other Details Relating Thereto.
- b. Resolution 14-26; A Resolution Approving the Golden Run Annexation Agreement

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.

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.)

- a. Ordinance 07-2014; An Ordinance of the Town of Erie, Colorado, Approving the Initial Zoning to PD – Planned Development for the Golden Run Subdivision ; and Providing, for the Effective Date of This Ordinance; and Setting Forth Details in Relation Thereto.(SECOND READING
- b. Ordinance 08-2014; An Ordinance Of The Town Of Erie, Colorado, Amending Title 2, "Revenue And Finance," Chapter 10, "Fee Schedule," Section 6, "Building Inspection Fees," And Chapter 11, "Sales And Use Tax," Section 2, "Use Tax," Of The Erie Municipal Code; And, Setting Forth Details In Relation Thereto. (FIRST READING)

IX. **LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES**

ANDALUSIA ANNEXATION

PUBLIC HEARING

OPEN PUBLIC HEARING

- a. Resolution 14-25; A Resolution Regarding the Andalusia Annexation; Adopting Certain Findings of Fact and Conclusions Favorable to the Annexation

CLOSE PUBLIC HEARING

- b. Ordinance 05-2014; An Ordinance Annexing the Andalusia 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

- c. Ordinance 06-2014; An Ordinance Zoning the Andalusia 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. Coal Creek Park Discussion
- b. Moving America forward with William Shatner" Award and Promo Video."
- c. Transfer Money for Legal Expense to Insure Maximum FAA Funding to Erie (EIK) Airport

- XI. **STAFF REPORTS** (This agenda item is reserved for specific items from Staff requiring Board direction or just relaying important information.)
- a. A.J. Krieger, Town Administrator
- 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 TRUSTEE AGENDA ITEM
Board Meeting Date: January 28, 2014

SUBJECT: **RESOLUTIONS:**
Consideration of Resolution 14-26: A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Authorizing The Appropriate Town Official To Sign The Golden Run Annexation Agreement; And, Setting Forth Details In Relation Thereto.

CODE: Erie Municipal Code, Title 10

PURPOSE: Accept Annexation Agreement.

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Community Development Director

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

STAFF
RECOMMENDATION: Approval of Resolution 14-26; a resolution accepting and authorizing the appropriate Town official to sign the Golden Run Annexation Agreement.

PLANNING
COMMISSION
RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

**Land Owner/
Applicant:** Aaron Harber
 2500 North 119th Street
 Lafayette, CO 80026
 (303)666-6161

Location: The site is located at the northwest corner of Vista Parkway and County Line Road and is generally described as the North ½ of Section 25, Township 1 North, Range 69 West of the 6th Principle Meridian. The site is highlighted in yellow below.



Summary:

The Resolution, provided for consideration by the Board of Trustees, accepts and authorizes the appropriate town official to sign the Golden Run Annexation Agreement which outlines obligations of the Town and the Owners for the Golden Run property.

Public Notice:

Public notice is not required for the Board of Trustees to enter into an Annexation Agreement.

Staff Recommendation:

Approval of Resolution 14-26; a resolution accepting and authorizing the appropriate Town official to sign the Golden Run Annexation Agreement.

Staff Review:

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

Approved by:


A.J. Krieger
Town Administrator

ATTACHMENTS:

- A. Resolution 14-26
- B. Golden Run Annexation Agreement

ATTACHMENT A

RESOLUTION NO. 14-26

A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO THE GOLDEN RUN ANNEXATION AGREEMENT; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID ANNEXATION AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado and Aaron Harber (“Owner”), desire to enter into the Golden Run Annexation Agreement; and,

WHEREAS, the Owner and the Town acknowledge that the Golden Run Annexation Agreement will apply to the property annexed under Ordinance 30-2013; and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town and its citizens to enter into the Golden Run Annexation Agreement.

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

Section 1. That the Golden Run Annexation Agreement between the Town of Erie and Owner, a copy of which is attached hereto, marked “Exhibit A,” and incorporated herein by reference, is found to be reasonable and acceptable.

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

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

ADOPTED AND APPROVED THIS 28TH DAY OF JANUARY, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

Exhibit A

ATTACHMENT B

**GOLDEN RUN
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (“Agreement” or “Annexation Agreement”) is made and entered into this 28th day of January, 2014, by and between **AARON HARBER, an individual**, hereinafter referred to as the “Owner,” and the **TOWN OF ERIE, a Colorado municipal corporation**, hereinafter referred to as “Erie” or “Town”.

WITNESSETH:

WHEREAS, in response to Owner’s Petition for Annexation, the Town of Erie adopted Ordinance 30-2013, on October 16, 2013 annexing to Erie the property more particularly described on Exhibit “A,” which exhibit is attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as the “Annexation Property”); and

WHEREAS, in accordance with the terms of Ordinance 30-2013, the annexation of the Annexation Property was subject to the condition that Aaron Harber and the Town shall execute an Annexation Agreement satisfactory to both parties, and Ordinance 30-2013 further stated that if Aaron Harber and the Town did not execute an Annexation Agreement satisfactory to both parties on or prior to November 12, 2013, then, in that event, Aaron Harber may disconnect the owner’s property as such property is described on the Exhibit B attached to Ordinance 30-2013. Exhibit B from Ordinance 30-2013 is marked Exhibit “B,” attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as the “Owner’s Property”); and

WHEREAS, the initial zoning of the Annexation Property was initiated by the Town on November 12, 2013 but such initial zoning of the Annexation Property has been continued pending the execution of an Annexation Agreement satisfactory to both parties; and

WHEREAS, the within Annexation Agreement is found to be satisfactory to both parties;
and

WHEREAS, Owner desires to develop the Annexation Property as a master-planned community, a portion of which is intended to be mixed-use, multi-generational, truly sustainable development, with public and private open spaces, emphasizing the development of local, regional, and national business opportunities as a result of the creation of an ultra-high-density preeminent sustainable community for lifestyle and technology (with a special focus on the needs of those in key demographics from 18 to 29 years of age and over 55 years of age) along with creating a national center for health, fitness, athletics, and sports, as well as create a development which incorporates environmental sensitivities in a manner which creates a model helping to set national and international standards; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the Agreement; and

WHEREAS, Owner acknowledges that upon annexation, the Annexation Property will be subject to all Codes (as defined in Article I, below) ordinances, resolutions, and other regulations of the Town, as they may be amended from time to time.

NOW, THEREFORE, in consideration of the above premises and the covenants as hereinafter set forth, it is agreed by and between the parties as follows:

I. ZONING.

A. Initial Zoning.

The Owner desires Planned Development-PD zoning as the initial zoning of the Annexation Property, as authorized by the Town's Unified Development Code ("UDC") and Title 10 of the Code of Ordinances of the Town of Erie as it may be amended from time to time ("Code"), the Planned Development-PD zoning hereinafter referred to as the Golden Run Initial Development Plan ("GR-IDP").

B. Final Zoning.

The Owner further desires and the Town acknowledges the GR-IDP will need to be amended to create detailed development standards and guidelines that reflects the Owner's intent to create a mixed-use, multi-generational and sustainable development, hereinafter referred to as the Golden Run Final Development Plan ("GR-FDP").

C. The Property shall be entitled to a specific total number of units, as detailed by the Owner, but said number, in total for the entire Property, shall not exceed the maximum which otherwise would be allowed by the Town of Erie Comprehensive Plan (as approved in 2005). Subject to the Town's legal requirements and the terms of the Golden Run Final Development Plan, the Owner may distribute and/or allocate the total number of units throughout the Property as it sees fit as long as the cumulative maximum number of units does not exceed that allowed for the entire Property by the restrictions, if any, of the Comprehensive Plan.

D. For purposes of all calculations done by the Town and/or the Owner for all aspects of the Property, both parties shall presume each residential dwelling unit in the Final Golden Run PD-DP will average 1.25 persons. The Owner and the Town also agree to negotiate other terms and conditions related to fees, assessments, and other financial factors related to the Property so as to meet the special needs of Golden Run.

II. RIGHT TO DISCONNECT. In the event the Owner does not obtain the GR-FDP zoning for the Annexation Property acceptable to Owner on or prior to January 1, 2016, then, in that event, in conformance with the terms of Ordinance 30-2013, the Owner may disconnect the Owner's Property from the Town in accordance with state law. The Town has agreed to expedite any disconnection request by the Owner. **The Town will approve any disconnection**

by ordinance, per the attached “Exhibit E.” In the event the Owner’s Property or any portion thereof is disconnected pursuant to this Article II, the Town shall have no obligation to serve the disconnected Owner’s Property or any portion thereof and this Agreement shall be void and of no further force and effect as to such Owner’s Property or portion thereof. The Owner’s right to disconnect, as provided for herein, shall terminate on June 30, 2016.

- III. NO VESTED PROPERTY RIGHTS.** The Owner and Town acknowledge and agree that neither the annexation of the Annexation Property, nor the approval of the initial zoning constitute the creation of a vested property right for the Annexation Property, as vested rights are defined by the Colorado Revised Statutes and the Code, and that any such vested right for the Annexation Property, if any, must be created in accordance with the applicable provisions of the Colorado Revised Statutes and the Code. The Owner represents to the Town that, to the best of its knowledge, there are no vested rights to the Property from the County of Boulder or any other governmental entity and the Owner hereby waives and releases any rights which may have been so granted.
- IV. FIRST RIGHT OF REFUSAL GRANT.** In part, as a demonstration of its commitment to the unique collaborative process, and to give the Town an extraordinary degree of control over the development of the Annexation Property, and furthermore in consideration of the other grants provided by the Town, the Owner hereby grants the Town a one-time Right of First Refusal in regard to any sale of the Annexation Property (including any portion representing a majority of the Annexation Property's +/-320 acres), as set forth herein (“Right of First Refusal”). This Right of First Refusal shall be effective immediately upon approval of this Annexation Agreement and shall expire on January 1, 2015 (the “Expiration Date”). In the event the Owner receives and accepts a *bona fide* offer for the Annexation Property (the "Purchase Contract" or "Contract"), he shall immediately notify the Town and provide the Town with a complete copy of the Contract. The Town will have thirty (30) days from the receipt of said notice from the Owner to give notice to the Owner that it has decided to exercise its Right of First Refusal. In the event the Town gives notice to the Owner that it is not exercising its Right of First Refusal or in the event no timely notice is given by the Town to the Owner, this Right of First Refusal shall expire. In the event the Property is not sold prior to the January 1, 2015 expiration date, the Town's Right of First Refusal shall end on that date. In the event the Town exercises its Right of First Refusal, it shall be bound by and required to timely perform all of the terms of the Purchase Contract (i.e., as if it had been the party making the original offer) or else the Purchase Contract between the Town and the Owner can be voided at the sole discretion of the Owner and the Town’s Right of First Refusal shall expire. In such an instance, the Right of First Refusal will have been permanently terminated. Once so terminated, the Owner will have the right to reinstate the Purchase Contract with the original buyer or seek any subsequent buyer. Hence, in the event the Town fails to timely and fully perform one or more terms of the contract, its Right of First Refusal may be terminated by the Owner as of the date of the Town’s failure to timely or fully perform. This Right of First Refusal may be extended by mutual written agreement but neither party is under any obligation to give its consent to any such extension.

V. ANNEXATION PROPERTY PURCHASE CONTRACT TERMS. In part, as a further demonstration of its commitment to the unique collaborative process, as described herein, in exchange for the considerations herein, the Owner hereby separately grants the Town an Option to purchase the Annexation Property (excluding the portion currently serving as the Owner's residence, 2500 North 119th Street, Lafayette, CO 80026-9216, also known as the southwest quarter of the northwest quarter of Section 25, Township 1 North, Range 69 West, at the 6th P.M., Boulder County, Colorado, as defined by the Improvement Location Certificate dated February 10, 1999, formally provided to Boulder County and attached hereto as Exhibit "C," and currently the only mortgaged portion of the Annexation Property) for a cash price of Ninety-Two Million Five Hundred Thousand Dollars (\$92,500,000) (the "Option"). In the event the Town wishes to re-negotiate the purchase price, it may propose to do so at any time. This Purchase Contract is attached hereto as Exhibit "D." To exercise this Option, the Town must sign the Purchase Contract and give notice to the Owner at least sixty (60) days in advance of the date it is proposing for the closing. If the Town fails to give the Owner a signed Purchase Contract and a proposed closing date by October 1, 2014, this Option shall expire automatically and neither party will have any further obligations with regard to the Option. Furthermore, the Option also shall otherwise expire automatically on January 1, 2015, if no signed Purchase Contract and closing date is provided to the Owner by the Town with said closing date occurring prior to that expiration date. The Option may be extended by mutual written agreement but neither party is under any obligation to give its consent to any such extension.

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

| | |
|--|---|
| <p>Erie:</p> <p>Town Administrator Town of Erie Post Office Box 750 Erie, Colorado 80516-0750 (AJKrieger@ErieCO.gov)</p> <p>With a copy (which shall not constitute notice) to:</p> <p>Mark R. Shapiro Mark R. Shapiro, PC 1650 38th Street, Suite 103 Boulder, CO 80301-2624 (Mark@MShapiroLaw.com)</p> | <p>Owner:</p> <p>Aaron Harber, Owner GOLDEN RUN, LLC 2500 North 119th Street Lafayette, CO 80026-9216 (Aaron@GoldenRun.com)</p> <p>With a copy (which shall not constitute notice) to:</p> <p>Carl Oldham, General Manager GOLDEN RUN, LLC 2338 Walnut Street Boulder, CO 80302 (Carl@GoldenRun.com)</p> |
|--|---|

Notices shall be effective upon mailing or personal delivery in compliance with this Article.

VII. MISCELLANEOUS PROVISIONS.

- A. Interpretation.** Nothing in this Agreement shall constitute or be interpreted as a repeal of the Town's Code, ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants, nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.
- B. Amendments to the Agreement.** This Agreement may be amended, at anytime, upon agreement of the parties hereto. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Boulder County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Annexation Property subject to the amendment unless otherwise specified in the amendment.

In addition, this Agreement may be amended by mutual agreement between the Town and any owner within the Annexation Property without the consent of any other owner within the Annexation Property as long as such amendment affects only that amending owner's portion of the Annexation Property. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Boulder County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Annexation Property subject to the amendment unless otherwise specified in the amendment.

- C. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Annexation Property, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk & Recorder of Boulder County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
- D. Indemnification.** Owner agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Annexation Property, or with any other annexation or other action determined necessary or desirable by the Town in order to effectuate the annexation of the Annexation Property, or which are in any manner connected with Erie's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the Town's option to pay the attorney's fees for defense counsel of the Town's choice for, any such liability, claims, or demands.
- E. Termination.** If the Owner's Property or a portion thereof is disconnected from the Town pursuant to Article II, herein above, then this Agreement shall be null and void

and of no force and effect whatsoever for that portion of the Owner's Property which is disconnected.

- F. Zoning Subject to Legislative Discretion.** The Owner acknowledges that the zoning of the Annexation Property is subject to the legislative discretion of the Board of Trustees of the Town of Erie. No assurances of future zoning have been made or relied upon by the Owner. In the event the Town of Erie Board of Trustees, in the exercise of its legislative discretion, does not take zoning action with respect to the Annexation Property herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the disconnection of the Owner's Property from the Town in the situation as provided for herein, in accordance with state law.
- G. Legal Discretion in the Case of Challenge.** The Town of Erie reserves the right to not defend any legal challenge to the annexation of the Annexation Property or this Agreement, In the event such a challenge occurs prior to any expiration of any statute of limitation, Erie may, at its discretion, choose to legally fight the challenge or allow the challenge to proceed without defense. This does not restrict the Owner from engaging the Town's legal representatives in such a defense, at no cost to the Town.
- H. Application of Town Policies.** All subsequent development of the Annexation Property shall be subject to and bound by the applicable provisions of the Code and all Town ordinances, rules, regulations, and specifications, including public land dedications, provided however, that changes or amendments to the Code, after the date of this Agreement shall in no way limit or impair Erie's obligation hereunder, except as specifically set forth in this Agreement.
- I. Amendments to Governing Ordinances, Resolutions and Policies.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town Code, ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such Code, ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon Owner.
- J. Remedies.** It is understood and agreed by the parties that the Town shall have all available remedies for breach of this Agreement in law or in equity, including but not limited to specific performance and damages. In the event of breach or default by the Town, the sole remedy hereunder for Owner shall be the equitable remedies of specific performance or injunction. Owner, it successors and assigns, hereby waive any rights to money damages for any such breach or default
- K. Legal Fees.** In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this Agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.

- L. **Reimbursement for Other Costs.** The Owner shall reimburse the Town for any reasonable third party costs necessary for the orderly and proper development of the Annexation Property, including but not limited to consultant's fees for planning and engineering, and attorney's fees for legal services beyond the normal document review, which is directly linked to the Annexation Property. The Town will consult with the Owner prior to approving any contract for third party review.
- M. **Cooperation.** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
- N. **Compliance with State Law.** The Owner and the Town shall comply with all applicable State law and regulations.
- O. **Recording of Agreement.** This Agreement shall be recorded in the records of the Boulder County Clerk and Recorder at the Owner's cost. The Town shall retain the original Agreement following recordation.

VIII. TERMINATION OF PRE-ANNEXATION AGREEMENT. The parties agree that this Agreement shall become effective upon the mutual execution of this Agreement by all parties, with the date of execution by the final party executing to be determined to be the effective date of the Agreement ("Effective Date"). The parties further agree that as of the Effective Date, the Golden Run Pre-Annexation Agreement, dated April 9, 2013, shall be terminated, shall be null and void, and shall no longer be in effect.

IX. COMPLETE AGREEMENT. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this Agreement may be enforced in any court of competent jurisdiction.

[SIGNATURES ON FOLLOWING PAGES]

By this acknowledgment, the undersigned hereby certify that the above Agreement is complete and true and entered into of his/her/its/their own free will and volition.

OWNER:
AARON HARBER

By: _____
Aaron Harber, an individual

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by Aaron Harber, an individual.

My commission expires:
Witness my hand and official seal.

Notary Public

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

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

1/21/14 Town

EXHIBITS LIST

| | |
|-----------|--|
| Exhibit A | Annexation Property Legal Description |
| Exhibit B | Owner's Property Legal Description |
| Exhibit C | Improvement Location Certificate dated February 10, 1999 |
| Exhibit D | Purchase Contract |
| Exhibit E | Disconnection Ordinance |

EXHIBIT A
(Annexation Property Legal Description)

EXHIBIT B
(Owner's Property Legal Description)

EXHIBIT C
(Improvement Location Certificate dated February 10, 1999)

EXHIBIT D
(Purchase Contract)

EXHIBIT E

(Disconnection Ordinance)

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 28, 2014

SUBJECT: **ORDINANCES**
Consideration of Ordinance 07-2014: An Ordinance Zoning The Golden Run Property, Pursuant To The Petition Of The Owner Thereof, To PD-Planned Development, Providing For The Effective Date Of This Ordinance; And Setting Forth Details In Relation Thereto. Second Reading.

CODE: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

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

STAFF
RECOMMENDATION: Approval of Ordinance 07-2014; an Ordinance Zoning the Golden Run property to PD-Planned Development.

PLANNING
COMMISSION
RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

GENERAL INFORMATION:

**Land Owner/
Applicant:** Aaron Harber
2500 North 119th Street
Lafayette, CO 80026
(303)666-6161

Location: The site is located at the northwest corner of Vista Parkway and County Line Road and is generally described as the North ½ of Section 25, Township 1 North, Range 69 West of the 6th Principle Meridian. The site is highlighted in yellow below.



BACKGROUND INFORMATION:

The Golden Run property was annexed by the Town of Erie on October 8, 2013. State statute requires that annexed property be granted zoning within ninety days by the annexing municipality. The property owner has requested that the Golden Run property be zoned PD-Planned Development. The specifics of the permitted uses and development standards of the Golden Run property are outlined in the Golden Run Planned Development Initial Development Plan (“GRPD-IDP”).

The GRPD-IDP allows the current uses of the property (primarily single-family residential and agricultural uses) to continue on the property and be subject to the Town’s RR-Rural Residential development standards. It is the intent of the property owner to amend the GRPD-IDP in the future to allow development beyond what is allowed by the GRPD-IDP. Any proposed amendments to the GRPD-IDP will require review under Title 10 of the Town Code.

- Existing Zoning:** A – Agricultural (Unincorporated Boulder County)
- Existing Land Use:** Single family residential with agricultural and oil/gas operations
- Size:** Approximately 328 acres
- Proposed Zoning:** PD-Planned Development

Adjacent Zoning and Comprehensive Plan Land Use Designation:

| | CURRENT ZONING | COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION |
|--------------|--|--|
| NORTH | PD – Planned Development (Canyon Creek Subdivision) | LDR – Low Density Residential P/OS – Parks/Public Open Space CC – Community Commercial |
| SOUTH | LR – Low Density Residential (Compass Subdivision) A – Agricultural (Boulder County Open Space) | LDR – Low Density Residential P/OS – Parks/Public Open Space |

| | | |
|-------------|---|------------------------|
| EAST | LI – Light Industrial | LI – Light Industrial |
| WEST | RR – Rural Residential (Rex Ranch Subdivision) A – Agricultural (Boulder County) | RR – Rural Residential |

STAFF ANALYSIS AND FINDING’S:

Compliance with Town Standards:

Staff finds the application is consistent with the approval criteria of Section 7.23.C.9, Planned Development (PD) zoning, of the Town of Erie Municipal Code:

- a. THE PD DISTRICT ZONING IS GENERALLY CONSISTENT WITH THE PURPOSE OF THE PD ZONE DISTRICT AS SET FORTH IN UDC SECTION 2.5 AND SECTION 7.6.**

Staff Comment: The proposed Golden Run Planned Development-Initial Development Plan (“GRPD-IDP”) is generally consistent with the purpose of the PD zone district in that the special public benefit is that the Town is securing a property that has a strategic importance within the Town’s Planning Area.

- b. THE MODIFICATION TO THE UDC REGULATIONS IS BASED ON CREATIVE AND INNOVATIVE DESIGN AND AMENITIES INCORPORATED IN THE PD ZONE DISTRICT THAT COULD NOT OTHERWISE BE ACHIEVED THROUGH OTHER STANDARD ZONING DISTRICTS OR THROUGH ANOTHER MODIFICATION PROCESSES SUCH AS ALTERNATIVE EQUIVALENT COMPLIANCE IN UDC SECTION 6.1.C OR THE PUD OVERLAY DISTRICT IN UDC SECTION 2.7.D.**

Staff Comment: No modifications are proposed in the GRPD-IDP from the standards of the UDC. Review of future land use applications that propose modifications to the GRPD-IDP and UDC standards will be reviewed to ensure that innovative design and amenities are incorporated prior to future development occurring on the Golden Run property.

- c. THE PD ZONING DISTRICT WILL PROMOTE THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE.**

Staff Comment: The proposed GRPD-IDP will promote the public health, safety and general welfare of existing and future Town residents and visitors.

- d. THE PD ZONING DISTRICT IS GENERALLY CONSISTENT WITH THE TOWN OF ERIE COMPREHENSIVE PLAN; TRANSPORTATION MASTER PLAN; PARKS, RECREATION, OPEN SPACE, AND TRAILS MASTER PLAN, AND OTHER PERTINENT TOWN PLAN AND POLICY DOCUMENTS.**

Staff Comment: The proposed GRPD-IDP is generally consistent with the referenced documents. In addition, review of future land use applications will ensure general compliance with these documents.

- e. ADEQUATE AND SUFFICIENT PUBLIC SAFETY, UTILITY FACILITIES AND SERVICES, RECREATION FACILITIES, PARKS, OPEN SPACE, AND SCHOOLS ARE AVAILABLE TO SERVE THE PROPERTY, WHILE MAINTAINING SUFFICIENT LEVELS OF SERVICE TO EXISTING DEVELOPMENT.**

Staff Comment: Adequate services and facilities exist for the uses proposed in the GRPD-IDP.

- f. THE PD ZONE DISTRICT PROVIDES ADEQUATE VEHICULAR CIRCULATION AND PARKING FACILITIES IN TERMS OF TRAFFIC VOLUMES, CONVENIENCE, SAFETY, ACCESS, SCREENING AND NOISE.**

Staff Comment: The proposed GRPD-IDP does not allow significant development beyond the current uses of the property and therefore will not have an impact on the Towns' vehicular circulation system. Review of future land use applications will ensure an adequate, convenient and safe vehicular circulation system is implemented

- g. A PEDESTRIAN AND BICYCLE CIRCULATION SYSTEM THAT PROVIDES CONNECTIONS TO ADJACENT PROPERTIES, EXISTING AND FUTURE TRAILS, PARKS, OPEN SPACE, RECREATIONAL FACILITIES, SCHOOLS, AND OTHER PLACES OF PUBLIC GATHERING.**

Staff Comment: The proposed GRPD-IDP does not allow significant development beyond the current uses of the property and therefore will not have an impact on the Towns' pedestrian and bicycle circulation system. Review of future land use applications will ensure an adequate, convenient and safe pedestrian and bicycle circulation system is implemented.

- h. THE PD ZONE DISTRICT IS NOT LIKELY TO RESULT IN SIGNIFICANT ADVERSE IMPACTS TO THE NATURAL ENVIRONMENT, AND SIGNIFICANT SCENIC AND HISTORIC FEATURES.**

Staff Comment: The proposed GRPD-IDP is not likely to have significant impacts on the natural environment or scenic and historical features that cannot be substantially mitigated.

- i. THE PD ZONE DISTRICT WILL NOT RESULT IN SIGNIFICANT ADVERSE IMPACTS ON PROPERTIES IN THE VICINITY OF THE PD ZONE DISTRICT, OR SUCH IMPACTS WILL BE SUBSTANTIALLY MITIGATED.**

Staff Comment: The proposed GRPD-IDP will not result in significant adverse impacts to properties in the vicinity of the property.

- j. PROPOSED USES WILL BE COMPATIBLE IN SCALE WITH USES ON PROPERTIES IN THE VICINITY OF THE PD ZONE DISTRICT.**

Staff Comment: The GRPD-IDP does not allow significant development beyond the current uses of the property, thus having minimum impacts on adjacent properties.

- k. THE RESIDENTIAL AREAS OF A PD ZONE DISTRICT ALLOCATE A VARIETY OF HOUSING TYPES AND DENSITIES APPROPRIATE TO THE SIZE OF THE RESIDENTIAL DEVELOPMENT AREA.**

Staff Comment: As the GRPD-IDP does not allow significant development beyond the current uses of the property, housing diversity requirements will be addressed with future land use applications.

- l. VISUAL RELIEF IS PROVIDED THROUGH BUILDING PLACEMENT, SHORTENED OR INTERRUPTED STREET VISTAS, VISUAL ACCESS TO OPEN SPACE, PARKS, AND OTHER DESIGN METHODS.**

Staff Comment: As the GRPD-IDP does not allow significant development beyond the current uses of the property, the referenced design methods will be addressed with future land use applications.

- m. THE MODIFICATIONS ALLOWED IN THE PD ZONE DISTRICT HAVE BEEN MADE IN EXCHANGE FOR GREATER PUBLIC BENEFITS THAT WOULD NOT HAVE OTHERWISE BE ACHIEVED THROUGH DEVELOPMENT UNDER ANOTHER ZONE DISTRICT.**

Staff Comment: No modifications are proposed in the GRPD-IDP from the standards of the UDC. Review of future land use applications that propose modifications to the GRPD-IDP and UDC standards will be reviewed to ensure greater public benefits are achieved.

Public Notice:

Notice of this Public Hearing has been provided in compliance with the UDC as follows:

Published in the Colorado Hometown Weekly: October 23, 2013
Property Posted as required: October 25, 2013
Letters to Adjacent Property Owners: October 25, 2013

Staff Recommendation:

Approval of Ordinance 07-2014; an Ordinance Zoning the Golden Run property to PD-Planned Development.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- A. Ordinance 07-2014
- B. Golden Run PD-Planned Development Initial Development Plan

ATTACHMENT A

ORDINANCE NO. 07-2014

Series of 2014

AN ORDINANCE ZONING THE GOLDEN RUN PROPERTY, PURSUANT TO THE PETITION OF THE OWNER THEREOF, TO 'PD' – PLANNED DEVELOPMENT; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, a request for initial zoning has been filed by Aaron Harber, 2500 North 119th Street, Lafayette, Colorado, 80026, for the initial zoning of the following described real property (“Property”), to wit:

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

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

WHEREAS, a public hearing was held on the request for initial zoning of the property on November 12, 2013; and

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described Property be zoned ‘PD’ – Planned Development in accordance with application for initial zoning and Title 10 of the Municipal Code of the Town of Erie, Colorado; and

WHEREAS, the specifics of the ‘PD’ – Planned Development zoning are outlined in the Golden Run Planned Development – Initial Development Plan (“GRPD-IDP”).

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

Section 1. The above described Property is hereby zoned ‘PD’ – Planned Development. All activities conducted on the Property shall be in conformance with the GRPD-IDP and Title 10 of the Municipal Code of the Town of Erie, Colorado.

Section 2. The official zone district map of the Town of Erie, dated September 25, 2013, shall be amended by the designation of the above described Property as ‘PD’ – Planned Development.

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

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

hereby declares that it would have passed the Ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid

INTRODUCED, READ, ADOPTED, ORDERED AND PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 14TH DAY OF JANUARY 2014.

PUBLISHED IN FULL ON THE _____ DAY OF _____, 2014.

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

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF ERIE BEING THE NORTH ONE-HALF OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 25 BEARING S 89°42'48"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 25 AND THE NORTH QUARTER CORNER OF SAID SECTION 25 AS DESCRIBED AND SHOWN HEREON.
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25;
THENCE S 89°42'48" E ALONG THE NORTH LINE OF SAID NORTHWEST A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING;
THENCE S 89°42'48" E ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 2652.86 FEET;
THENCE S 89°31'35" E THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER A DISTANCE OF 2651.27 FEET;
THENCE S 00°40'03" E ALONG THE WEST BOUNDARY OF COUNTY LINE ROAD A DISTANCE OF 2673.76 FEET;
THENCE N 89°42'44" W ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SECTION 25 A DISTANCE OF 5379.95 FEET;
THENCE N 00°19'36" W ALONG THE WEST BOUNDARY OF 119TH STREET A DISTANCE OF 1341.01 FEET;
THENCE S 88°33'50" E ALONG THE NORTH LINE OF SAID NORTHWEST A DISTANCE OF 60.01 FEET
THENCE N 00°19'36" W ALONG THE EAST BOUNDARY OF 119TH STREET A DISTANCE OF 1341.08 TO THE POINT OF BEGINNING;
CONTAINING 328.38 ACRES MORE OR LESS

ATTACHMENT B

GOLDEN RUN PLANNED DEVELOPMENT INITIAL DEVELOPMENT PLAN

**THE NORTH HALF OF SECTION 25, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO
328.65 ACRES, MORE OR LESS
IZ-13-00061**

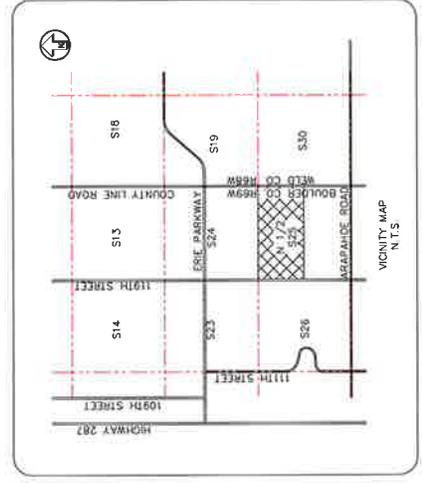
GENERAL PROVISIONS

LEGAL DESCRIPTION
THE NORTH ONE-HALF OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 25 BEARING SOUTH 89°42'49" EAST BETWEEN THE NORTHWEST CORNER OF SAID SECTION 25 AND THE NORTH QUARTER CORNER OF SAID SECTION 25 AS DESCRIBED AND SHOWN HEREON.
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25;
THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25 SOUTH 89°42'49" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER SOUTH 89°42'49" EAST, A DISTANCE OF 282.80 FEET;
THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 SOUTH 89°13'30" EAST, A DISTANCE OF 295.28 FEET;
THENCE ALONG THE WEST LINE OF COUNTY LINE ROAD SOUTH 00°40'00" EAST, A DISTANCE OF 2673.85 FEET;
THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 25 NORTH 89°42'49" WEST, A DISTANCE OF 5279.89 FEET;
THENCE ALONG THE WEST LINE OF 119TH STREET NORTH 00°19'33" WEST, A DISTANCE OF 1341.01 FEET;
THENCE NORTH 89°40'27" EAST, A DISTANCE OF 60.00 FEET;
THENCE ALONG THE EAST LINE OF 119TH STREET NORTH 00°19'33" WEST, A DISTANCE OF 1340.46 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 328.65 ACRES MORE OR LESS.

AUTHORITY
THIS INITIAL GOLDEN RUN PLANNED DEVELOPMENT - DEVELOPMENT PLAN (PDOP) IS AUTHORIZED BY SECTION 2.5.D, PLANNED DEVELOPMENT OF TITLE 10, TOWN OF ERIE MUNICIPAL CODE.

INTENT
GOLDEN RUN IS INTENDED TO CREATE A NATIONAL MODEL FOR SUSTAINABILITY AND SELF-SUFFICIENCY BASED ON A MASTER-PLANNED, MIXED-USE, MULTI-GENERATIONAL, ULTRA-HIGH DENSITY COMMUNITY. IT IS INTENDED TO EMPHASIZE THE DEVELOPMENT OF LOCAL, REGIONAL, AND NATIONAL BUSINESS OPPORTUNITIES AS A RESULT OF THE CREATION OF A PREMIER, ECOLOGICALLY SENSITIVE, RURAL COMMUNITY CENTER BY EMPHASIZING LIFESTYLE OPPORTUNITIES AND ADVANCED TELECOMMUNICATIONS TECHNOLOGY (WITH A SPECIAL FOCUS ON THE NEEDS OF THOSE IN KEY DEMOGRAPHICS FROM 18 TO 29 YEARS OF AGE AND 45+ YEARS OF AGE). GOLDEN RUN IS EXPECTED TO INCORPORATE LEADING-EDGE AND CREATIVE SOLUTIONS TO BUILD A LARGE-SCALE SUSTAINABLE COMMUNITY, ALL OF WHICH WILL ADDRESS LONG-TERM CHALLENGES OF CLIMATE CHANGE WITH A GOAL OF MINIMIZING THE ENVIRONMENTAL FOOTPRINT OF EACH RESIDENT. GOLDEN RUN INTENDS TO BECOME A CENTER FOR HEALTH, FITNESS, AND SPORTS WHILE PROMOTING ECONOMIC DEVELOPMENT WITHIN THE TOWN'S CENTRAL CORE (WITH SPECIAL BENEFITS TO BUSINESSES ALONG THE COUNTY LINE ROAD CORRIDOR) FOR THE BENEFIT OF ALL ERIE RESIDENTS. NOTES NOTHING CONTAINED WITHIN THIS INTENT STATEMENT SHALL CREATE ANY SPECIFIC LAND USE RIGHTS FOR THE GOLDEN RUN PROPERTY.

CURRENT LAND USES
THE FOLLOWING USES AND ASSOCIATED STRUCTURES ARE PERMITTED UNDER THE PD-DF AND SHALL FOLLOW THE RURAL RESIDENTIAL (RR) ZONE DISTRICT DIMENSIONAL STANDARDS REGULATIONS AS OUTLINED IN TITLE 10, TOWN OF ERIE MUNICIPAL CODE:
a) DWELLINGS, SINGLE-FAMILY DETACHED (S);
b) MOBILE HOMES (M);
c) HORSE STABLES (H);
d) AGRICULTURAL CULTIVATION AND GRAZING; AND
e) ANIMAL DAY CARE WITH OUTDOOR FACILITIES.



SURVEYOR'S CERTIFICATE
I, JOHN B. GUYTON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PD DEVELOPMENT PLAN TRULY AND CORRECTLY REPRESENTS THE LEGAL DESCRIPTION CONTAINED HEREIN.

JOHN B. GUYTON
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 19406
FOR AND ON BEHALF OF
FLATIRONS SURVEYING, INC.
3825 IRIS AVENUE, SUITE 395
BOULDER, CO 80501

BOARD OF TRUSTEES APPROVAL CERTIFICATE
THIS DEVELOPMENT PLAN IS KNOWN AS THE "GOLDEN RUN PLANNED DEVELOPMENT - INITIAL DEVELOPMENT PLAN" IS APPROVED AND ACCEPTED BY ORDINANCE PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON _____, 2013.

Joseph A. Wilson, Mayor
ATTEST
Nancy J. Parker, Town Clerk

CLERK AND RECORDERS CERTIFICATE
THIS DEVELOPMENT PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF BOULDER COUNTY AT THE TIME OF _____ ON THE _____ DAY OF THE MONTH OF _____, 2013 IN THE BOOK NUMBERED _____ PAGE _____ MAP _____ FEE _____ RECEIPTION NUMBER _____

RECORDED
DEPUTY

**GOLDEN RUN
DEVELOPMENT PLAN
TOWN OF ERIE
COLORADO**
DATE: 10/27/13

ORDINANCE NO. 08- 2014
Series of 2014

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, AMENDING TITLE 2, “REVENUE AND FINANCE,” CHAPTER 10, “FEE SCHEDULE,” SECTION 6, “BUILDING INSPECTION FEES,” AND CHAPTER 11, “SALES AND USE TAX,” SECTION 2, “USE TAX,” OF THE ERIE MUNICIPAL CODE; AND, SETTING FORTH DETAILS IN RELALTION THERETO.

WHEREAS, The Board of Trustees of the Town of Erie wishes to amend Title 2, “Revenue and Finance,” Chapter 10, “Fees,” Section 6, “Building Inspection Fees,” and Chapter 11, “Sales and Use Tax,” Section 2, “Use Tax,” by limiting the fees on solar energy devices and systems and exempting the Town use tax on such devices and systems; and,

WHEREAS, it is deemed to be in the best interest of the public health, safety and welfare of the residents of the Town of Erie for the Town of Erie to amend the Erie Municipal Code in such manner.

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

Section 1. Title 2, “Revenue and Finance,” Chapter 10, “Fees,” Section 6, “Building Inspection Fees,” of the Erie Municipal Code is hereby amended to delete that portion of Section 2-10-6, “Building Inspection Fees,” “Miscellaneous permit fees,” addressing Residential Fees for Solar energy device or system and to replace it with a new Residential Fee to read as follows:

| | | |
|--|--------------------------------|---|
| | Solar energy device or system: | |
| | Residential | Based on fees in valuation table, not to exceed \$500.00 minus an amount equal to the amount of Boulder County Use Tax assessed for such system |

Section 2. Title 2, “Revenue and Finance,” Chapter 11, “Sales and Use Tax,” Section 2, “Use Tax,” subpart C., “Exemptions From Tax,” of the Erie Municipal Code is hereby amended to add a new paragraph 12 addressing an exemption for Solar energy device or system to read as follows:

- 12. The storage, use or consumption of any active solar electric or solar thermal device or system for a residential use, as designated in C.R.S. §24-48.5-113. This exemption is repealed, effective July 1, 2015.

Section 3. Severance Clause. If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the

Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part 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. 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 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 ____ DAY OF _____, 2014.

PUBLISHED IN FULL ON THE ____ DAY OF _____, 2014.

TOWN OF ERIE, COLORADO, a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 28, 2014

SUBJECT: **RESOLUTIONS**
Consideration of Resolution 14-25: A Resolution Regarding The Andalusia Annexation; Adopting Certain Findings Of Fact And Conclusions Favorable To The Annexation.

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

CODE: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: Todd Bjerkaas, Senior Planner

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 14-25: A Resolution Regarding The Andalusia 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:

Land Owners: Saeed & Forough Moradi Family Trust, K.A.C. Holdings LLC, a Delaware limited liability company;
Mike & Shahla Moradi Trust;
Katina Moradi Trust;
Albert Moradi Trust;
Caroline Moradi Trust; and
I & J PARTNERSHIP, LLP, a California Limited liability partnership

Applicant/ Representative: Jerry Bouldin
3733 Florentine Circle
Longmont, CO 80503
(303) 881-4952

Adjacent Zoning and Comprehensive Plan Land Use Designations:

| | CURRENT ZONING | ERIE COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION |
|--------------|---|---|
| NORTH | AG/OS – Agriculture/Open Space PLI – Public Lands & Institutions A – Agricultural (Unincorporated Weld County) | RR – Rural Residential CC – Community Commercial |
| SOUTH | SR – Suburban Residential LR – Low Density Residential | LDR – Low Density Residential |
| EAST | PUD – Planned Unit Development (Unincorporated Weld County) A – Agricultural (Unincorporated Weld County) | RR – Rural Residential CC – Community Commercial |
| WEST | R-1 – Low Density Residential (Unincorporated Weld County) A – Agricultural (Unincorporated Weld County) | RR – Rural Residential AG - Agriculture |

STAFF ANALYSIS AND FINDINGS

Compliance with Town Standards:

Staff finds the application in compliance with Section 7.3, Annexations, of Title 10 of the Municipal Code and with C.R.S. 31-12-108.

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 December 18, 2013; December 25, 2013; January 1, 2014; and January 8, 2014.

Staff Recommendation:

Approval of Resolution 14-25: A Resolution Regarding The Andalusia 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 14-25
- B. Andalusia Annexation Petition
- C. Andalusia Annexation Map

ATTACHMENT A

RESOLUTION NO. 14-25

A RESOLUTION REGARDING THE ANDALUSIA 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 January 28, 2014, pursuant to the published notice, on the petition of Saeed & Forough Moradi Family Trust, K.A.C. Holdings LLC, a Delaware limited liability company; Mike & Shahla Moradi Trust; Katina Moradi Trust; Albert Moradi Trust; Caroline Moradi Trust; and I & J PARTNERSHIP, LLP, a California Limited liability partnership, 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 14, 2014.
 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 January 28, 2014 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 Weld 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 28th day of January, 2014.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6 AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO BEAR SOUTH 89°42'30" WEST, SAID LINE FORMING THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION;

THENCE N89°54'46"W, A DISTANCE OF 30.01 FEET;
THENCE N00°59'09"E, A DISTANCE OF 335.99 FEET;
THENCE S89°42'05"W, A DISTANCE OF 389.95 FEET;
THENCE S51°32'39"W, A DISTANCE OF 543.53 FEET;
THENCE S89°42'30"W, A DISTANCE OF 1787.55 FEET;
THENCE S89°49'40"W, A DISTANCE OF 1647.93 FEET;
THENCE N22°39'51"E, A DISTANCE OF 2365.48 FEET;
THENCE N67°22'22"W, A DISTANCE OF 50.05 FEET;
THENCE N22°40'04"E, A DISTANCE OF 59.87 FEET;
THENCE S67°25'35"E, A DISTANCE OF 50.09 FEET;
THENCE S80°15'43"E, A DISTANCE OF 443.26 FEET;
THENCE S23°04'58"E, A DISTANCE OF 153.98 FEET;
THENCE S00°15'02"E, A DISTANCE OF 124.61 FEET;
THENCE S33°25'39"E, A DISTANCE OF 134.89 FEET;
THENCE N57°52'44"E, A DISTANCE OF 139.18 FEET;
THENCE N64°36'06"E, A DISTANCE OF 57.25 FEET;
THENCE S00°51'58"W, A DISTANCE OF 24.35 FEET;
THENCE N79°47'10"E, A DISTANCE OF 47.75 FEET;
THENCE S81°35'50"E, A DISTANCE OF 136.58 FEET;
THENCE N58°49'25"E, A DISTANCE OF 77.11 FEET;
THENCE N30°51'40"E, A DISTANCE OF 131.96 FEET;
THENCE N04°53'43"W, A DISTANCE OF 73.50 FEET;
THENCE N27°55'30"W, A DISTANCE OF 195.02 FEET;
THENCE N03°00'50"E, A DISTANCE OF 42.18 FEET;
THENCE N46°57'59"E, A DISTANCE OF 37.17 FEET;
THENCE N39°21'34"W, A DISTANCE OF 372.64 FEET;
THENCE N00°53'13"E, A DISTANCE OF 1353.95 FEET;
THENCE N00°52'37"E, A DISTANCE OF 1316.75 FEET;
THENCE N88°48'32"E, A DISTANCE OF 480.96 FEET;
THENCE N89°25'02"E, A DISTANCE OF 94.16 FEET;
THENCE S17°59'27"W, A DISTANCE OF 218.48 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 6721.00 FEET AND AN ARC LENGTH OF 726.73 FEET, THROUGH A CENTRAL ANGLE OF 06°11'43" AND A CHORD BEARING OF S26°55'51"W AND A CHORD LENGTH OF 726.38 FEET;

THENCE N89°32'00"E, A DISTANCE OF 610.38 FEET;
THENCE S01°00'46"W, A DISTANCE OF 1019.39 FEET;
THENCE S85°34'36"E, A DISTANCE OF 518.97 FEET;
THENCE N00°57'20"E, A DISTANCE OF 431.19 FEET;
THENCE S88°59'54"E, A DISTANCE OF 44.61 FEET;
THENCE N11°58'59"E, A DISTANCE OF 320.20 FEET;
THENCE N26°06'51"E, A DISTANCE OF 358.61 FEET;
THENCE N26°40'48"E, A DISTANCE OF 243.07 FEET;
THENCE N50°28'33"E, A DISTANCE OF 84.11 FEET;

THENCE N70°51'16"E, A DISTANCE OF 60.24 FEET;
THENCE N52°54'59"E, A DISTANCE OF 83.66 FEET;
THENCE N36°35'20"E, A DISTANCE OF 232.55 FEET;
THENCE N25°26'18"E, A DISTANCE OF 132.78 FEET;
THENCE N42°56'20"E, A DISTANCE OF 81.73 FEET;
THENCE N47°41'42"E, A DISTANCE OF 281.91 FEET;
THENCE N84°49'01"E, A DISTANCE OF 51.12 FEET;
THENCE N85°28'32"E, A DISTANCE OF 191.10 FEET;
THENCE S44°00'58"E, A DISTANCE OF 70.70 FEET;
THENCE S89°00'58"E, A DISTANCE OF 28.51 FEET;
THENCE S88°56'50"E, A DISTANCE OF 30.00 FEET;
THENCE S01°03'10"W, A DISTANCE OF 1363.28 FEET;
THENCE S01°02'46"W, A DISTANCE OF 1385.88 FEET;
THENCE S00°59'09"W, A DISTANCE OF 2537.09 FEET;
THENCE N89°54'46"W, A DISTANCE OF 30.00 FEET;

CONTAINING 14,354,337 SQUARE FEET OR 329.53 ACRES MORE OR LESS.

AND EXCLUDING LOT A RE-1516 UNDER RECEPTION NUMBER 2611753 MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6 THENCE N70°28'41" W, A DISTANCE OF 31.63 FEET TO THE POINT OF BEGINNING;

THENCE N31°50'47"W, A DISTANCE OF 194.22 FEET;
THENCE N07°11'03"E, A DISTANCE OF 98.77 FEET;
THENCE N08°56'04"W, A DISTANCE OF 50.00 FEET;
THENCE N26°39'46"W, A DISTANCE OF 322.56 FEET;
THENCE N42°36'21"W, A DISTANCE OF 446.86 FEET;
THENCE N09°03'16"W, A DISTANCE OF 51.67 FEET;
THENCE N15°44'24"E, A DISTANCE OF 139.99 FEET;
THENCE N38°34'05"E, A DISTANCE OF 70.07 FEET;
THENCE N60°12'47"E, A DISTANCE OF 170.91 FEET;
THENCE N41°33'42"E, A DISTANCE OF 79.21 FEET;
THENCE N19°07'05"E, A DISTANCE OF 137.44 FEET;
THENCE N36°35'52"E, A DISTANCE OF 75.58 FEET;
THENCE N56°40'33"E, A DISTANCE OF 252.15 FEET;
THENCE S01°02'50"W, A DISTANCE OF 1643.58 FEET TO THE POINT OF BEGINNING;

CONTAINING 459,230 SQUARE FEET OR 10.54 ACRES MORE OR LESS.

CONTAINING NET A TOTAL AREA OF 13,895,107 SQUARE FEET OR 318.988 ACRES MORE OR LESS.

ATTACHMENT B

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

RE: ANDALUSIA ANNEXATION

DATE: August 19, 2013

We, the undersigned landowners, in accordance with Colorado law, hereby petition the Town of Erie and its Board of Trustees for annexation to the Town of Erie of the unincorporated territory, the legal description of which is attached hereto as **Exhibit A** and located in the County of Weld and State of Colorado, and to be known as the *Andalusia Annexation* to the Town of Erie.

As part of this petition, your petitioners further state to the Board of Trustees of Erie, Colorado, that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the Town of Erie.
2. The requirements of C.R.S. sections 31-12-104 and 31-12-105, as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Erie or will be contiguous with the Town of Erie within such time as required by 31-12-104.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Erie.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Erie.
 - e. No land within the boundary of the territory proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road or other public way.

- f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, comprises twenty acres or more, and which, together with the buildings and improvements situated thereon has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
- g. No annexation proceedings have been commenced for any portion of the territory proposed to be annexed for the annexation of such territory to another municipality.
- h. The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district.
- i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the Town of Erie more than three miles in any direction from any point of the boundary of the Town of Erie in any one year.
- j. The territory proposed to be annexed is 316.19 acres in total area.
- k. Prior to completion of the annexation of the territory proposed to be annexed, the Town of Erie will have in place a plan for that area, pursuant to Section 31-12-105(1)(e), C.R.S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the Town of Erie; and the proposed land uses for the area; such plan to be updated at least once annually.
- l. In establishing the boundary of the territory proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the territory to be annexed. The Town of Erie will not deny reasonable access to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed to the Town of Erie but is not bounded on both sides by the Town of Erie.
- m. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S.

3. The owners of more than fifty percent of the area proposed to be annexed, exclusive of

dedicated streets and alleys, have signed this petition and hereby petition for annexation of such territory.

The signatures on this petition comprise one-hundred percent (100%) of the landowners of the territory to be annexed and said landowners attest to the facts and agree to the conditions herein contained, negating the necessity of any annexation election.

4. Accompanying this petition are four copies of an annexation map containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed;
 - b. A map showing the boundary or the area proposed to be annexed, said map prepared and containing the seal of a registered engineer;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Erie and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.
5. Upon the Annexation Ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, rules and regulations of the Town of Erie, except for general property taxes of the Town of Erie which shall become effective as the January 1 next ensuing.
6. This petition is conditioned upon the zoning classification for the area proposed to be annexed being approved for Low-Density Residential (LR), Public Land and Institutions (PLI) and Community Commercial (CC) zoning and upon approval by the petitioner of an Annexation Agreement acceptable to the petitioner.

WHEREFORE, the following petitioners respectfully request that the Town of Erie, acting through its Board of Trustees, approve the annexation of the area proposed to be annexed. By this acknowledgment, the undersigned hereby certify that the above information is complete and true.

Executed this 16th day of August, 2013

PETITIONER:

the Saeed & Forough Moradi Family Trust, K.A.C. Holdings LLC, a Delaware limited liability company, the Mike & Shahla Moradi Trust, dated November 28, 2006, the Katina Moradi Trust, dated December 16, 2005, the Albert Moradi Trust, dated December 16, 2005 and the Caroline Moradi Trust, dated December 16, 2005

By: 
Jerry Bouldin, Authorized Agent

PETITIONER:

I & J PARTNERSHIP, LLP, a California limited liability partnership

By: 
Jerry Bouldin, Authorized Agent

RECORD OF

LAND OWNERSHIP AND DATE SIGNED

| Landowner and Mailing Address | Date Signed | Legal Description of Land Owned |
|---|-------------|-------------------------------------|
| <p>the Saeed & Forough Moradi Family Trust, K.A.C. Holdings LLC, a Delaware limited liability company, the Mike & Shahla Moradi Trust, dated November 28, 2006, the Katina Moradi Trust, dated December 16, 2005, the Albert Moradi Trust, dated December 16, 2005 and the Caroline Moradi Trust, dated December 16, 2005</p> <p>Address: ATTN: Jerry Bouldin 3733 Florentine Circle Longmont, Colorado</p> <p>With copy to: Isaac Moradi 9801 Wilshire Blvd., Suite Beverly Hills, CA 90210</p> | | <p>See Exhibit A (Parcel A)</p> |
| <p>I&J Properties, LP</p> <p>Address: ATTN: Jerry Bouldin 3733 Florentine Circle Longmont, Colorado</p> | | <p>See Exhibit A (Parcel B)</p> |

EXHIBIT A

PARCEL A:

LOTS A AND B OF RECORDED EXEMPTION NO. 1467-06-3 RE-3844 AS PER THE MAP RECORDED SEPTEMBER 17, 2004 AT RECEPTION NO. 3220110 BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

LOTS A AND B OF RECORDED EXEMPTION NO. 1467-06-4 RE-3378 AS PER THE MAP RECORDED OCTOBER 10, 2002 AT RECEPTION NO. 2994975, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING 8,079,510 SF OR 185.48 AC MORE OR LESS.

AND INCLUDING PORTIONS OF WELD COUNTY ROAD 3, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SECTION 6, THENCE N04°07'36"W A DISTANCE OF 336.66 FEET TO A POINT OF BEGINNING.

THENCE N00°59'09"E, A DISTANCE OF 1318.65 FEET;

THENCE S74°35'40"E, A DISTANCE OF 30.98 FEET;

THENCE N00°59'09"E, A DISTANCE OF 851.84 FEET;

THENCE S89°00'51"E, A DISTANCE OF 30.00 FEET;

THENCE S00°59'09"W, A DISTANCE OF 2162.77 FEET;

THENCE N89°00'57"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 104,328 SF OR 2.40 AC MORE OR LESS.

TOTAL OF PARCEL A AND WELD COUNTY ROAD CONTAINING 8,183,838 SF OR 187.88 AC MORE OR LESS.

PARCEL B:

LOT B, 2ND AMENDED RECORDED EXEMPTION NO 1467-06-1 2ND AMRE-3402, RECORDED MAY 16, 2005 AT RECEPTION NO. 3286322, BEING LOCATED IN THE E 1/2 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

EXCEPT THAT PORTION DESCRIBED IN DEED OF DEDICATION RECORDED JULY 30, 2007 AT RECEPTION NO. 3493478.

CONTAINING 5,557,168 SF OR 127.57 AC MORE OR LESS.

AND INCLUDING PORTIONS OF WELD COUNTY ROAD 3, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SECTION 6, THENCE S01°03'10"W A DISTANCE OF 97.78 FEET TO A POINT OF BEGINNING.

THENCE S88°56'50"E, A DISTANCE OF 28.51 FEET;

THENCE S01°03'10"W, A DISTANCE OF 1075.08 FEET;

THENCE N88°56'50"W, A DISTANCE OF 30.00 FEET;

THENCE N01°03'10"E, A DISTANCE OF 1075.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 32,252 SF OR 0.74 AC MORE OR LESS.

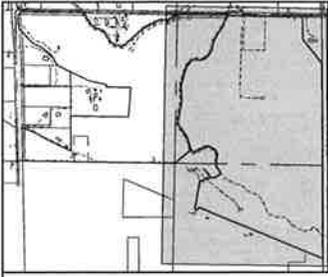
TOTAL OF PARCEL B AND WELD COUNTY ROAD CONTAINING 5,589,420 SF OR 128.31 AC MORE OR LESS.

TOTAL PARCEL A AND PARCEL B CONTAINING 13,773,258 SF OR 316.19 AC MORE OR LESS.

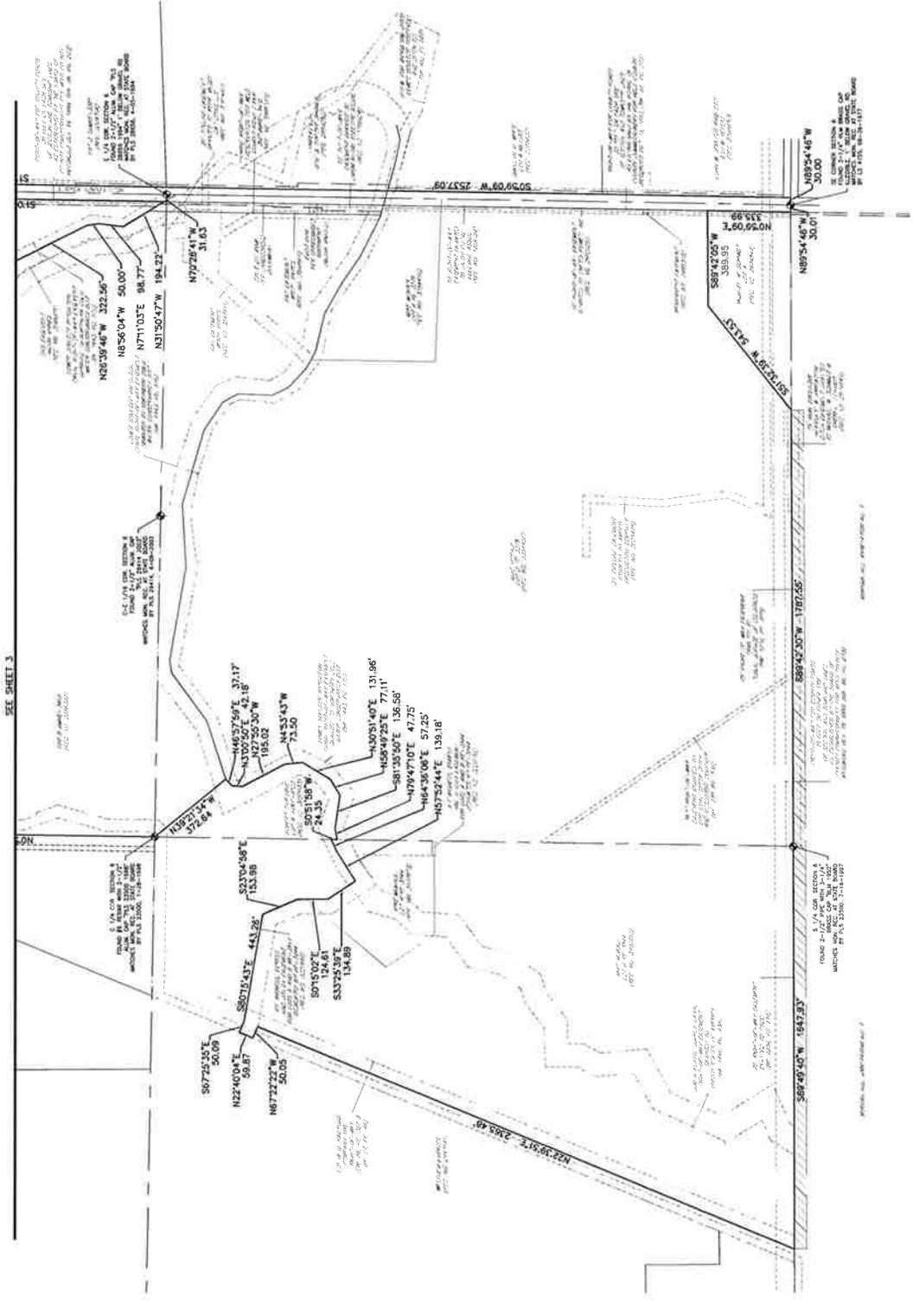
ATTACHMENT C

ANDALUSIA ANNEXATION

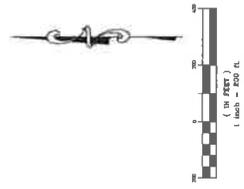
A PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST,
6TH, P.M., OF COUNTY OF WELD, STATE OF COLORADO
318.99 ACRES
SHEET 2 OF 3
AN-13-00048



SCALE 1"=100'



- LEGEND**
- ADJUST CORNER AS NOTED
 - ADJUST LINE
 - BOUNDARY LINE
 - TOWN OF EBC
 - CONFIDENTIAL BOUNDARY



DATE: 11/17/13

 PEAK
 CIVIL CONSULTANTS
 2500 W. WASHINGTON AVE.
 ENGLEWOOD, COLORADO 80150
 PH: 720.858.3069
 FAX: 720.858.3070
 CONTACT: BOB KEESLEY

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 28, 2014

SUBJECT: **ORDINANCES**
Consideration of Ordinance 05-2014: An Ordinance Annexing The Andalusia Property, Pursuant To The Petition Of The Owner Thereof, To Be Known As The Andalusia Annexation To The Town Of Erie, Colorado, 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: Todd Bjerkaas, Senior Planner

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

STAFF
RECOMMENDATION: Approval of Ordinance 05-2014; an Ordinance Annexing the Andalusia property to the Town of Erie.

PLANNING
COMMISSION
RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

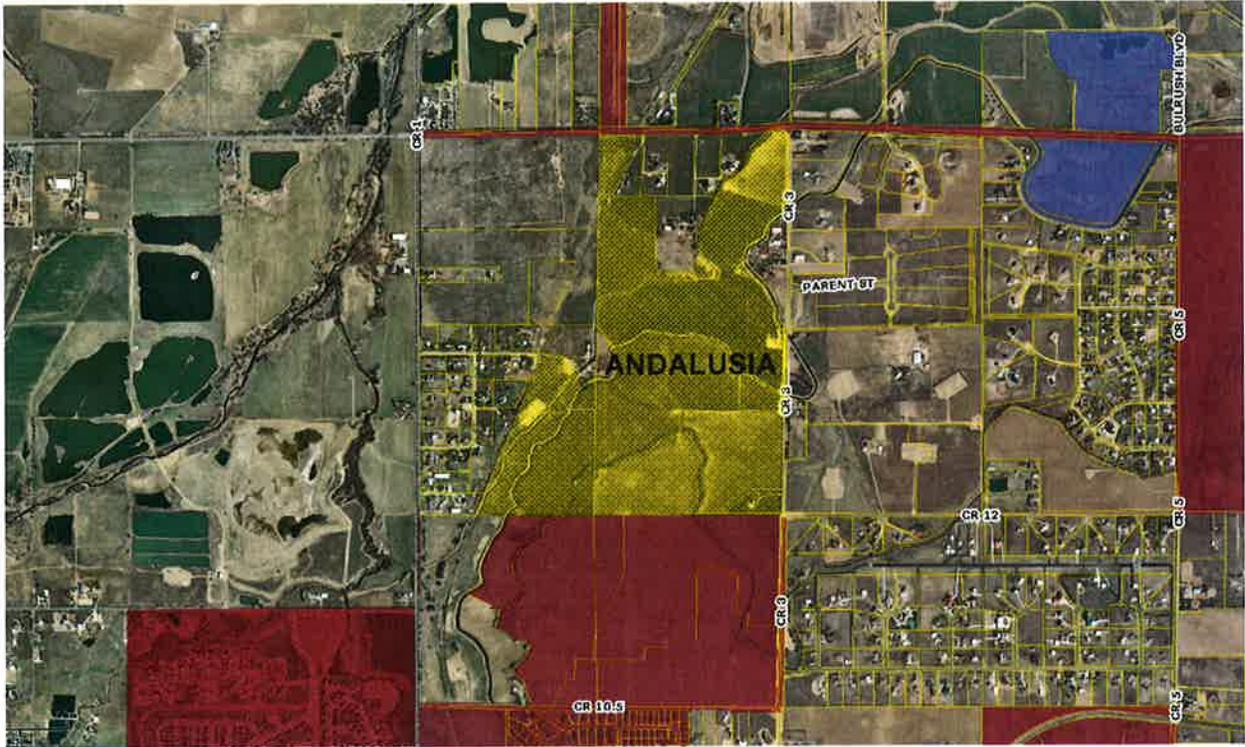
GENERAL INFORMATION:

Land Owners: Saeed & Forough Moradi Family Trust, K.A.C. Holdings LLC, a Delaware limited liability company;
Mike & Shahla Moradi Trust;
Katina Moradi Trust;
Albert Moradi Trust;
Caroline Moradi Trust; and
I & J PARTNERSHIP, LLP, a California Limited liability partnership

**Applicant/
Representative:** Jerry Bouldin
3733 Florentine Circle
Longmont, CO 80503
(303) 881-4952

Location:

The site is located at the southwest corner of State Highway 52 and Weld County Road (WCR) 3 and is generally described as a portion of Section 6, Township 1 North, Range 68 West of the 6th Principle Meridian. The site is highlighted in yellow below, the incorporated areas of the Town of Erie are shown in red and the incorporated areas of Frederick are shown in purple.



BACKGROUND INFORMATION:

Saeed & Forough Moradi Family Trust, K.A.C. Holdings LLC, a Delaware limited liability company; the Mike & Shahla Moradi Trust; the Katina Moradi Trust; the Albert Moradi Trust; the Caroline Moradi Trust; and I & J PARTNERSHIP, LLP, a California Limited liability partnership have submitted a Petition for Annexation of their 318.99 acre unincorporated Weld County property into the Town of Erie. The application has been processed in accordance with C.R.S. 31-12-101, et seq., as amended, and Section 7.15 of the Town of Erie Unified Development Code.

On December 10, 2013 the Board of Trustees held a Substantial Compliance hearing on the Andalusia Annexation Petition and established January 28, 2014 as the Public Hearing date for adopting Findings of Fact in favor of the proposed annexation.

Ordinance 05-2014 annexes the subject property.

- Existing Zoning:** A – Agricultural (Unincorporated Weld County)
- Existing Land Use:** Vacant land with agricultural and oil/gas operations
- Size:** 318.99 acres
- Proposed Zoning:** CC – Community Commercial
LR – Low Density Residential

Adjacent Zoning and Comprehensive Plan Land Use Designations:

| | CURRENT ZONING | ERIE COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION |
|--------------|---|---|
| NORTH | AG/OS – Agriculture/Open Space PLI – Public Lands & Institutions A – Agricultural (Unincorporated Weld County) | RR – Rural Residential CC – Community Commercial |
| SOUTH | SR – Suburban Residential LR – Low Density Residential | LDR – Low Density Residential |
| EAST | PUD – Planned Unit Development (Unincorporated Weld County) A – Agricultural (Unincorporated Weld County) | RR – Rural Residential CC – Community Commercial |
| WEST | R-1 – Low Density Residential (Unincorporated Weld County) A – Agricultural (Unincorporated Weld County) | RR – Rural Residential AG - Agriculture |

STAFF ANALYSIS AND FINDINGS

Compliance with Town Standards:

Staff finds the application in compliance with Section 7.3, Annexations, of Title 10 of the Municipal Code and with C.R.S. 31-12-108.

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 December 18, 2013; December 25, 2013; January 1, 2014; and January 8, 2014.

Staff Recommendation:

Approval of Ordinance 05-2014: an Ordinance Annexing the Andalusia 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 05-2014
- B. Application Materials
- C. Annexation Map
- D. Andalusia Annexation Agreement

ATTACHMENT A

ORDINANCE NO. 05-2014

Series of 2014

AN ORDINANCE ANNEXING THE ANDALUSIA PROPERTY, PURSUANT TO THE PETITION OF THE OWNERS THEREOF, TO BE KNOWN AS THE ANDALUSIA 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 Jerry Bouldin, the authorized agent of the property owners, dated August 16, 2013, 3733 Florentine Circle, Longmont, CO 80503, 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 January 28, 2014; 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 that such a project is necessary for the preservation of the public property, health, safety, and welfare of the Town and for the financial wellbeing of the Town; and

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

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

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

Section 3. The Annexation Agreement to be entered into with Saeed & Forough Moradi Family Trust, K.A.C. Holdings LLC, a Delaware limited liability company; Mike & Shahla Moradi Trust; Katina Moradi Trust; Albert Moradi Trust; Caroline Moradi Trust; and I & J PARTNERSHIP, LLP, a California Limited liability partnership, and is hereby adopted and approved and the Mayor is hereby directed and authorized to sign and bind the Town to said Annexation Agreement.

Section 4. The Mayor and Town Clerk are authorized and directed to complete all the necessary procedures and sign all necessary documents required for annexation of said Property to the Town including filing the required certified copies of the annexation ordinance and a map of the area to be annexed containing a legal description of such area with the Weld County Clerk and Recorder.

Section 5. Zoning of the Property. Requested zoning for the property is 'CC' – Community Commercial and LR – Low Density Residential. Zoning shall be accomplished by separate ordinance whose effective date shall not be sooner than the effective date of this annexation ordinance.

Section 6. 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 7. 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 8. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

**INTRODUCED, PASSED, ADOPTED AND APPROVED AND ORDERED
PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF
ERIE THIS ___ DAY OF _____, 2014.**

PUBLISHED IN FULL ON THE ___ DAY OF _____, 2014.

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

By: _____
Joseph A. Wilson, Mayor

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6 AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO BEAR SOUTH 89°42'30" WEST, SAID LINE FORMING THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION;

THENCE N89°54'46"W, A DISTANCE OF 30.01 FEET;
THENCE N00°59'09"E, A DISTANCE OF 335.99 FEET;
THENCE S89°42'05"W, A DISTANCE OF 389.95 FEET;
THENCE S51°32'39"W, A DISTANCE OF 543.53 FEET;
THENCE S89°42'30"W, A DISTANCE OF 1787.55 FEET;
THENCE S89°49'40"W, A DISTANCE OF 1647.93 FEET;
THENCE N22°39'51"E, A DISTANCE OF 2365.48 FEET;
THENCE N67°22'22"W, A DISTANCE OF 50.05 FEET;
THENCE N22°40'04"E, A DISTANCE OF 59.87 FEET;
THENCE S67°25'35"E, A DISTANCE OF 50.09 FEET;
THENCE S80°15'43"E, A DISTANCE OF 443.26 FEET;
THENCE S23°04'58"E, A DISTANCE OF 153.98 FEET;
THENCE S00°15'02"E, A DISTANCE OF 124.61 FEET;
THENCE S33°25'39"E, A DISTANCE OF 134.89 FEET;
THENCE N57°52'44"E, A DISTANCE OF 139.18 FEET;
THENCE N64°36'06"E, A DISTANCE OF 57.25 FEET;
THENCE S00°51'58"W, A DISTANCE OF 24.35 FEET;
THENCE N79°47'10"E, A DISTANCE OF 47.75 FEET;
THENCE S81°35'50"E, A DISTANCE OF 136.58 FEET;
THENCE N58°49'25"E, A DISTANCE OF 77.11 FEET;
THENCE N30°51'40"E, A DISTANCE OF 131.96 FEET;
THENCE N04°53'43"W, A DISTANCE OF 73.50 FEET;
THENCE N27°55'30"W, A DISTANCE OF 195.02 FEET;
THENCE N03°00'50"E, A DISTANCE OF 42.18 FEET;
THENCE N46°57'59"E, A DISTANCE OF 37.17 FEET;
THENCE N39°21'34"W, A DISTANCE OF 372.64 FEET;
THENCE N00°53'13"E, A DISTANCE OF 1353.95 FEET;
THENCE N00°52'37"E, A DISTANCE OF 1316.75 FEET;
THENCE N88°48'32"E, A DISTANCE OF 480.96 FEET;
THENCE N89°25'02"E, A DISTANCE OF 94.16 FEET;
THENCE S17°59'27"W, A DISTANCE OF 218.48 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 6721.00 FEET AND AN ARC LENGTH OF 726.73 FEET, THROUGH A CENTRAL ANGLE OF 06°11'43" AND A CHORD BEARING OF S26°55'51"W AND A CHORD LENGTH OF 726.38 FEET;

THENCE N89°32'00"E, A DISTANCE OF 610.38 FEET;
THENCE S01°00'46"W, A DISTANCE OF 1019.39 FEET;
THENCE S85°34'36"E, A DISTANCE OF 518.97 FEET;
THENCE N00°57'20"E, A DISTANCE OF 431.19 FEET;
THENCE S88°59'54"E, A DISTANCE OF 44.61 FEET;

THENCE N11°58'59"E, A DISTANCE OF 320.20 FEET;
THENCE N26°06'51"E, A DISTANCE OF 358.61 FEET;
THENCE N26°40'48"E, A DISTANCE OF 243.07 FEET;
THENCE N50°28'33"E, A DISTANCE OF 84.11 FEET;
THENCE N70°51'16"E, A DISTANCE OF 60.24 FEET;
THENCE N52°54'59"E, A DISTANCE OF 83.66 FEET;
THENCE N36°35'20"E, A DISTANCE OF 232.55 FEET;
THENCE N25°26'18"E, A DISTANCE OF 132.78 FEET;
THENCE N42°56'20"E, A DISTANCE OF 81.73 FEET;
THENCE N47°41'42"E, A DISTANCE OF 281.91 FEET;
THENCE N84°49'01"E, A DISTANCE OF 51.12 FEET;
THENCE N85°28'32"E, A DISTANCE OF 191.10 FEET;
THENCE S44°00'58"E, A DISTANCE OF 70.70 FEET;
THENCE S89°00'58"E, A DISTANCE OF 28.51 FEET;
THENCE S88°56'50"E, A DISTANCE OF 30.00 FEET;
THENCE S01°03'10"W, A DISTANCE OF 1363.28 FEET;
THENCE S01°02'46"W, A DISTANCE OF 1385.88 FEET;
THENCE S00°59'09"W, A DISTANCE OF 2537.09 FEET;
THENCE N89°54'46"W, A DISTANCE OF 30.00 FEET;

CONTAINING 14,354,337 SQUARE FEET OR 329.53 ACRES MORE OR LESS.

AND EXCLUDING LOT A RE-1516 UNDER RECEPTION NUMBER 2611753 MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6 THENCE N70°28'41" W, A DISTANCE OF 31.63 FEET TO THE POINT OF BEGINNING;

THENCE N31°50'47"W, A DISTANCE OF 194.22 FEET;
THENCE N07°11'03"E, A DISTANCE OF 98.77 FEET;
THENCE N08°56'04"W, A DISTANCE OF 50.00 FEET;
THENCE N26°39'46"W, A DISTANCE OF 322.56 FEET;
THENCE N42°36'21"W, A DISTANCE OF 446.86 FEET;
THENCE N09°03'16"W, A DISTANCE OF 51.67 FEET;
THENCE N15°44'24"E, A DISTANCE OF 139.99 FEET;
THENCE N38°34'05"E, A DISTANCE OF 70.07 FEET;
THENCE N60°12'47"E, A DISTANCE OF 170.91 FEET;
THENCE N41°33'42"E, A DISTANCE OF 79.21 FEET;
THENCE N19°07'05"E, A DISTANCE OF 137.44 FEET;
THENCE N36°35'52"E, A DISTANCE OF 75.58 FEET;
THENCE N56°40'33"E, A DISTANCE OF 252.15 FEET;
THENCE S01°02'50"W, A DISTANCE OF 1643.58 FEET TO THE POINT OF BEGINNING;

CONTAINING 459,230 SQUARE FEET OR 10.54 ACRES MORE OR LESS.

CONTAINING NET A TOTAL AREA OF 13,895,107 SQUARE FEET OR 318.988 ACRES MORE OR LESS.

ATTACHMENT B



TOWN OF ERIE

Community Development Department – Planning Division
645 Holbrook Street – PO Box 750 – Erie, CO 80516
Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY

FILE NAME: _____
FILE NO: _____ DATE SUBMITTED: _____ FEES PAID: _____

PROJECT/BUSINESS NAME: ANDALUSIA

PROJECT ADDRESS: WEST OF WCR 3 & SO. OF STATE HWY. 52 & NO. OF WCR 12 ALIGNMENT

PROJECT DESCRIPTION: ANNEXATION & ZONING TO LR & CC TO ALLOW DEVELOPMENT OF A MAX. OF 632 RESIDENTIAL UNITS IN A VARIETY OF LOT SIZES AND ASSOCIATED OPEN SPACE, PARK, AND TRAILS USES, A SCHOOL SITE, AND A COMMUNITY COMMERCIAL AREA

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: SEE ATTACHED EXHIBIT 'A'

Filing #: _____ Lot #: _____ Block #: _____ Section: S 1/2 & E 1/2 6 Township: 1 N Range: 68 W

OWNER (attach separate sheets if multiple)

Name/Company: MIKE MORADI ETAL & I & J PARTNERSHIP, LP

Contact Person: c/o JERRY BOULDIN

Address: 3733 FLORENTINE CIRCLE

City/State/Zip: LONGMONT, CO 80503

Phone: 303-881-4952 Fax: 303-485-1017

E-mail: JSBOU76@AOL.COM

AUTHORIZED REPRESENTATIVE

Company: KIRBY SMITH & ASSOC. INC.

Contact Person: KIRBY SMITH

Address: 6201 SO. HUDSON CT.

City/State/Zip: CENTENNIAL, CO 80121

Phone: 303-694-9484 Fax: 303-694-9272

E-mail: KSAKIRBY@AOL.COM

MINERAL RIGHTS OWNER (attach separate sheets if multiple)

Name/Company: SEE ATTACHED EXHIBIT 'B'

Address: _____

City/State/Zip: _____

MINERAL LEASE HOLDER (attach separate sheets if multiple)

Company: SEE ATTACHED EXHIBIT 'B'

Address: _____

City/State/Zip: _____

LAND-USE & SUMMARY INFORMATION

Present Zoning: WELD CO. 'A' AGRICULTURE

Proposed Zoning: 'LR' LOW DENSITY RES., 'PLI' PUB. LAND & INST. & 'CC' COMMUNITY COMM.

Gross Acreage: 316.19

Gross Site Density (du/ac): 1.99 DU/AC.

Lots/Units Proposed: 632 MAX.

Gross Floor Area: 120,000 S.F.

SERVICE PROVIDERS

Electric: XCEL ENERGY

Metro District: T.B.D.

Water (if other than Town): _____

Gas: SOURCE GAS

Fire District: MOUNTAIN VIEW

Sewer (if other than Town): _____

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES

| | | | |
|--|------------------------|--|-----------------------------|
| ANNEXATION | | SUBDIVISION | |
| <input checked="" type="checkbox"/> Major | \$ 4000.00 | <input type="checkbox"/> Sketch Plan | \$ 1000.00 + 10.00 per lot |
| <input type="checkbox"/> Minor | \$ 2000.00 | <input type="checkbox"/> Preliminary Plat | \$ 2000.00 + 40.00 per lot |
| <input type="checkbox"/> Deannexation | \$ 1000.00 | <input type="checkbox"/> Final Plat | \$ 2000.00 + 20.00 per lot |
| COMPREHENSIVE PLAN AMENDMENT | | <input type="checkbox"/> Minor Subdivision Plat | \$ 2000.00 |
| <input type="checkbox"/> Major | \$ 3000.00 | <input type="checkbox"/> Minor Amendment Plat | \$ 1000.00 + 10.00 per lot |
| <input type="checkbox"/> Minor | \$ 1200.00 | <input type="checkbox"/> Road Vacation | \$ 1000.00 |
| ZONING/REZONING | | <input type="checkbox"/> Road Vacation | \$ 1000.00 |
| <input checked="" type="checkbox"/> Rezoning | \$ 1700.00 + 10.00/ac. | SITE PLAN | |
| <input type="checkbox"/> PUD Rezoning | \$ 1700.00 + 10.00/ac. | <input type="checkbox"/> Residential | \$ 1400.00 + 10.00 per unit |
| <input type="checkbox"/> PUD Amendment | \$ 1700.00 + 10.00/ac. | <input type="checkbox"/> Non-Resi. (>10,000 sq. ft.) | \$ 2200.00 |
| <input type="checkbox"/> Major PD Amendment | \$ 1700.00 + 10.00/ac. | <input type="checkbox"/> Non-Resi. (>2,000 sq. ft.) | \$ 1000.00 |
| <input type="checkbox"/> Minor PD Amendment | \$ 500.00 | <input type="checkbox"/> Non-Resi. (<2,000 sq. ft.) | \$ 200.00 |
| SPECIAL REVIEW USE | | <input type="checkbox"/> Amendment (major) | \$ 1100.00 |
| <input type="checkbox"/> Major | \$ 1000.00 | <input type="checkbox"/> Amendment (minor) | \$ 350.00 |
| <input type="checkbox"/> Minor | \$ 400.00 | VARIANCE \$ 600.00 | |
| <input type="checkbox"/> Oil & Gas | \$ 1200.00 | SERVICE PLAN \$10,000.00 | |

All fees **include** both Town of Erie Planning & Engineering review. These fees **do not include** referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5, COMMUNITY DEVELOPMENT FEES.

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: Jerry Bouldin Date: 8-13-13
 Owner: _____ Date: _____
 Applicant: Jerry Bouldin Date: 8-13-13

STATE OF COLORADO)
 County of Boulder) ss.

The foregoing instrument was acknowledged before me this 13th day of August, 2013, by Leon Jerry Bouldin aka Jerry Bouldin

My commission expires: July 2, 2017
 Witness my hand and official seal.

Maureen C. Simpson
 Notary Public

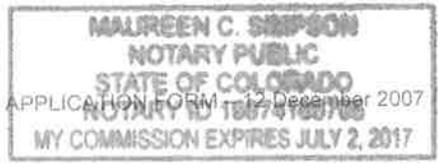


Exhibit 'A'

Andalusia Annexation

Legal Description

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THENCE S44°00'58"E, A DISTANCE OF 70.70 FEET;
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AND EXCLUDING LOT A RE-1516 UNDER RECEPTION NUMBER 2611753 MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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THENCE N09°03'16"W, A DISTANCE OF 51.67 FEET;
THENCE N15°44'24"E, A DISTANCE OF 139.99 FEET;
THENCE N38°34'05"E, A DISTANCE OF 70.07 FEET;
THENCE N60°12'47"E, A DISTANCE OF 170.91 FEET;
THENCE N41°33'42"E, A DISTANCE OF 79.21 FEET;
THENCE N19°07'05"E, A DISTANCE OF 137.44 FEET;
THENCE N36°35'52"E, A DISTANCE OF 75.58 FEET;
THENCE N56°40'33"E, A DISTANCE OF 252.15 FEET;
THENCE S01°02'50"W, A DISTANCE OF 1643.58 FEET TO THE POINT OF BEGINNING;

CONTAINING 459,230 SQUARE FEET OR 10.54 ACRES MORE OR LESS.

CONTAINING NET A TOTAL AREA OF 13,895,107 SQUARE FEET OR 318.988 ACRES MORE OR LESS.

Exhibit 'B'

Andalusia

Mineral Owners

None (entitled to notice)

Mineral Leasehold Owners

EnCana Oil & Gas (USA) Inc.
Attn: DJ Land Department
370 17th Street, Suite 1700
Denver, CO 80202

K.P. Kauffman Company, Inc. (KPK)
1675 Broadway, Suite 2800
Denver, CO 80202

Kerr-McGee Oil & Gas Onshore LP
Attn: Land Manager/Wattenberg
1099 18th Street, #1500
Denver, CO 80202



Kirby Smith & Associates, Inc.

August 19, 2013
Revised December 5, 2013

Town of Erie Board of Trustees
645 Holbrook Street
Erie, CO 80516

Re: Letter of Interest - For The Andalusia – Annexation

Dear Members of the Board,

On behalf of the owners of the Andalusia property we hereby request to annex 318.98 acres into the Town of Erie and zone the property from Weld County Agricultural 'A', to Town of Erie Low Density Residential 'LR' and Community Commercial 'CC'. After receiving approval of annexation and zoning the property will be subdivided through the Preliminary and Final Plat processes. If all goes well, it is anticipated that lot sales could commence in 2015.

The property is located immediately west of WCR 3 and south of State Highway 52. This property consists of land that has been farmed for many years. The property's highest points occur along the southern property line paralleling the adjacent Cottonwood Extension Ditch, and the remainder of the land slopes away gently in three directions from there, but primarily to the north and west. Three irrigation canals meander across the property (the Cottonwood Extension Ditch, the Lower Boulder Ditch, and the Boulder And Weld County Ditch), generally following the contours of the land. The primary natural drainage for this area bisects the property from southeast to northwest, across the northern portion of the property.

Primary access to the property is proposed to be provided by three full movement local street intersections from Weld County Road 3 on the eastern portion of the site, and one access from State Highway 52. An additional right-in-right-out access point is also proposed for the commercial area. Internal residential circulation will consist of public local streets. The development is proposed to consist of a maximum of 632 residential dwelling units (including one housing type and two housing type variations), at an overall gross density of 1.99 DU/Ac., and 8.4 acres of community commercial uses at the corner of St. Highway 52 and WCR 3. These proposed land uses are in compliance with the Town's Comprehensive Plan. The requested zoning would allow for development of a high quality residential community, including a total of 142.55 acres (45.0%) for park and open space uses. In addition, a 10 acre elementary school site has been identified for dedication to the Saint Vrain School District. The Town's open space requirements are to be met with several large open space areas and a contiguous open space corridor for the Town of Erie's regional Spine Trail along the western portion of the property. Park dedication requirements are to be met with a combination of land dedications (for a Neighborhood Park and various Pocket Parks along the proposed internal open space corridors) and cash-in-lieu (for Community parks). Within the common open space areas the developer proposes to construct multi-use trails to connect to adjacent properties to the west, south, east and north. Including a portion of the regional trail system (Spine Trail) called for in the Erie Comprehensive Plan.

We feel that this proposed annexation and development will be an asset to the Town of Erie and we look forward to working with the Town's staff and officials to create a diverse well designed neighborhood and supporting commercial uses that will complement the Town's community framework.

Sincerely,

Kirby Smith

ANDALUSIA Development Proposal Overview Narrative

The narrative that follows contains general development information and describes the existing site conditions and the proposed development for the Andalusia property.

Owners/Applicant/Representative:

Owners/Applicant: Mike Moradi, et al, and
I & J Partnership LP
c/o Jerry Bouldin, Authorized Representative
3733 Florentine Circle
Longmont, CO 80503

Representative: Kirby Smith & Associates, Inc., Mr. Kirby Smith -303-694-9484
6201 So. Hudson Ct.
Centennial, CO 80121

Proposed Development Overview:

1. *The General concept of the development, land uses, character, and zoning.* - The subject property includes 316.19 acres of vacant agricultural land with three irrigation ditches crossing the site. The property is zoned "A" Agricultural, in Weld County. Primary access to the property is proposed to be provided by three full movement local street intersections from Weld County Road 3 on the eastern portion of the subject site and one from St. Highway 52 near the northwest corner of the property. An additional right-in-right-out access point is also proposed for the commercial area in the northeast corner of the property. Primary internal circulation for the residential areas will consist of public local streets (and possibly private alleys in select areas). The Conceptual Sketch Plan proposes 149.22 acres for residential uses (including one housing types and two housing type variations), and 8.4 acres for commercial uses. Initial zoning is proposed as Low Density Residential (LR), at an overall gross density of 1.99 DU/Ac. and Community Commercial. These proposed land uses are in compliance with the Town's Comprehensive Plan. The requested zoning would allow for development of a high quality residential community, including a diverse mix of single family detached lifestyle opportunities. The Conceptual Sketch Plan includes approximately 48 custom home terraced lots of 10,600 to 14,600 sf +; 80 single family lots of 9,000 to 9,2000 sf; 200 proposed 7,800 to 8,000 sf lots; 72 patio homes on 7,000 to 7,200 sf lots; 107 single family homes on 6,300 to 6,600 sf lots; as well as 68 residential lots of 4,500 to 5,000 sf.. In addition 8.4 acres of supporting community commercial uses are proposed along St. Highway 52. The commercial areas are envisioned to allow for various supporting service uses for the nearby residents and those traveling along St. Highway 52. Such businesses may include, but not be limited to, various retail commercial uses, or professional service office uses. The only existing buildings on this property are the small storage or temporary structures associated with oil and gas facilities. Dependent upon required approval processing, development could commence in early 2015, with lot sales commencing later that year. Development and build-out is estimated to occur in approximately 6 phases and be completed with in six to seven years.

2. *The approximate size and type of any common open space and semi-public uses, including parks, recreation areas, school sites and similar uses.* - The Conceptual Sketch Plan proposes to provide a total of 142.55 acres (45.0%) for park and open space uses. In addition, a 10 acre elementary school site (as indicated in the Town's Comp Plan) has been identified for dedication to the Saint Vrain School District. The Town's open space dedication requirement of 29.98 acres is proposed to be met with 44.40 acres consisting of the unencumbered portions of the open space areas along the western portion of the property, including trail corridors which will provide a contiguous route for the Town's regional "spine trail" from the property's south property line to Hwy 52. Park dedication requirements are proposed to be met with a combination of land dedications (7.5 acres or more of Pocket Park - playground or other type of amenity along the proposed open space corridors - 0.88 acres required, and 7.0 acres of neighborhood park - 5.29 acres required) and cash-in-lieu payment, with credit for excess

neighborhood park dedication (1.71 ac.) applied to the Community park requirement (8.82 ac.). Within the various park and common open space areas the developer proposes to construct multi-use trails to connect to adjacent properties to the west, south, east and north. This includes a portion of the regional “spine trail” system called for in the Erie Comprehensive Plan.

3. *The vehicular circulation system of local, collector and arterial streets.* – Vehicular access to the residential portions of this property is planned via three Local Residential street connections to Weld County Road 3, and one to St. Highway 52 in the northwest portion of the site. Most internal vehicular circulation within residential areas will consist of public streets, constructed to Town of Erie standards for Local Street cross sections, within a rights-of-ways of 60 feet. Private alleys may also be used to provide access to select residential areas. Vehicular access to the commercial area will share one full movement intersection at WCR 3 with the residential access and also proposes an additional right-in-right-out access point from WCR 3. Internal circulation within the commercial use area will be provided by private access drives.

4. *Source of public water and sewer systems* – Water and sewer service for the proposed development are proposed to be provided by the Town of Erie. Water service would entail connection of this property to the Town’s current water system. Current Town water system facilities exist within WCR 3 and Hwy 52. The intent would be to extend these water lines to the site to create a looped water system to service the project. Current Town sanitary sewer facilities include a trunk line extending northeasterly along the west property line of this site and extending to Erie’s treatment plant. The intent is to create a sanitary sewer system within the proposed development that will flow into the existing adjacent Town trunk line.

5. *How storm water drainage is to be handled on the site.* – Storm water will be managed according to the Town’s engineering standards. Detention ponds will be constructed, as necessary per Town standards, and water will be released at historic rates. A Phase I Drainage Report is included with this zoning application. A Preliminary Grading and Drainage Report to be prepared with the Preliminary Plat submittal.

6. *Unique natural features within the proposed development.* - This property consists of land that has been actively farmed for many years. The property’s highest points occur along the southern property line paralleling the adjacent Cottonwood Extension Ditch, and the remainder of the land slopes away gently in three directions from there, but primarily to the north and west. Three irrigation canals meander across the property (the Cottonwood Extension Ditch, the Lower Boulder Ditch, and the Boulder And Weld County Ditch), generally following the contours of the land. The primary natural drainage for this area bisects the property from southeast to northwest, across the northern portion of the property.

7. *Commercial mineral deposits and oil and gas facilities are located within the PUD* - Files with the Colorado Geologic Survey (CGS) indicate that this site is located within the Boulder/Weld Coal Field, however no known mine workings were referenced beneath the subject property. Oil and gas drilling windows have been identified and 20 existing oil and gas wells are currently in operation on the site as shown on the plan. Based on existing surface use agreements and previously directionally drilled wells the two unused drilling windows that remain on this site will not have any wells located in them in the future. Existing and proposed Oil and gas well setbacks have been shown at a radius of 150’ on this Sketch Plan, in compliance with the Town Code and Colorado Oil and Gas Commission Regulations, and will be in compliance with all Colorado Oil and Gas Commission Regulations. Mineral Owners are Mike Moradi, et al, and Olde Word Development, LLC; and Mineral Leasehold Owners include Kerr-McGee Rocky Mountain Corp., K.P. Kaufman Co., Inc. and EnCana Energy Resources, Inc.. Surface Use Agreements are currently in place with K.P. Kaufman, a Surface Use Agreement has been negotiated with EnCana and is currently being finalized, and we are in discussions with Kerr-McGee. We anticipate final surface use agreements prior to platting.

ANDALUSIA Assessment Impact Report

The following items are assessed to their impact on the Town of Erie's services.

Water

Current Town water system facilities exist within WCR3 and Highway 52. The intent would be to connect to these water lines to create a looped water system to service the project. The water demands generated by this development are as follows.

Domestic Water Design Criteria:

The domestic water demands were calculated in accordance with the *Town of Erie Standards and Specifications for Design Construction of Public Improvements*. The following criteria were used:

- A. Average daily flow is equal to 140 gallons per person per day for residential.
- B. Average daily flow for the Parks is 2232 GPO/Acre.
- C. Minimum residual pressure during maximum day demand plus fire flow is equal to 20 psi.
- D. Minimum residual pressure during the maximum day or peak hour demand is equal to 40 psi.
- E. Peak hour to average day ratio is 3.9:1 for residential and 6.0:1 for the parks.
- F. Maximum day to average day ratio is 2.6:1 for residential and 2.0:1 for commercial.
- G. For water mains, valves shall be placed no more than 600' apart.
- H. Fire Flow demands are as follows:
 - 1,000 gpm for 1 and 2 family units
 - 1,500 gpm for multi-family units
 - 2,500 gpm for commercial development

Domestic Water Demand

| Unit Type | No. of Units (DU's or Acres) | People/ Units | Equiv. People | Avg Day Demand per Person/Acre (gdp) | Avg Day Demand (gdp) | Max Day Factor | Max Day Demand (gdp) |
|-----------|------------------------------|---------------|---------------|--------------------------------------|----------------------|----------------|----------------------|
| Res. | 632 | 2.67 | 1687 | 140 | 236,242 | 2.6 | 614,228 |
| Comm. | 8.4 | n/a | n/a | 1,651 | 13,868 | 2.0 | 27,737 |
| School | 1 | 525 | 525 | 10 | 5250 | 2.0 | 10,500 |
| Park | 16.5 | n/a | n/a | 2,232 | 36,828 | 2.0 | 73,656 |

Sanitary Sewer

Sanitary sewer will tie into the Town's treatment plant interceptor along Andalusia's West property line. This development is proposing to connect to the Town of Erie's sanitary sewer system and demands generated by this development are as follows.

Sanitary Sewer Design Criteria:

The domestic sanitary sewer loading rates were calculated in accordance with the *Town of Erie Standards and Specifications for Design Construction of Public Improvements*. The following criteria were used:

- A. All pipe capacities are calculated using Manning's Equation (n=0.015).
- B. The minimum pipe size is 8-inch.
- C. To keep cleansing velocities above 2 feet per second (fps), the minimum pipe slopes are as follows: 8"-0.40%; 10"-0.28%; 12"- 0.22%.
- D. Depths of flow do not exceed 80 percent of full capacity.

E. All proposed residential unit flows are based on 2.67 occupants per household and 90 gallons per day per person.

F. Park (P) flows are based on 50 gallons/acre/day.

G. Peak flows are calculated using a maximum peaking factor of 5.

Sanitary Sewer Demand

| Unit Type | No. of Units (DU's or Acres) | People/ Units | Equiv. People | Avg Flow Per Person/Acre (gdp) | Domestic Avg Daily Flow (gdp) | Peak Factor | Peak Flow (gdp) | Peak Design Flow (mgd) |
|-----------|------------------------------|---------------|---------------|--------------------------------|-------------------------------|-------------|-----------------|------------------------|
| Res. | 632 | 2.67 | 1687 | 90 | 151,870 | 5 | 759,348 | 0.759 |
| Comm. | 8.4 | n/a | n/a | 1000 | 8,400 | 5 | 42,000 | 0.042 |
| School | 10.0 | 525 | 525 | 13 | 6,825 | 5 | 34,125 | 0.034 |
| Park | 16.5 | n/a | n/a | 50 | 825 | 5 | 4,125 | 0.004 |

Natural Gas

Natural gas is located in Weld County Road 3. This development proposes to be served by Source Gas. Gas demands generated by this development are as follows.

Gas Design Criteria:

The domestic gas loading rates were calculated in accordance with estimated values utilized for similar developments. It is estimated that each proposed unit will have a 100,000 btu furnace and a 40,000 btu water heater installed, resulting in a demand of 140,000 btu per unit. 632 units are equivalent to 88.5 million btu's for the residential portion of this development.

Electric

Electric is located along Weld County Road 3. United Power will serve the development and demand generated by this development is as follows.

Electric Design Criteria:

The domestic electric loading rates were calculated in accordance with estimated values utilized for the residential portion of similar developments. The following criteria were used:

An estimate of peak electric consumption is 6 Kv-a /unit. 632 units are equivalent to 3792 Kv-a.

Telephone

Telephone service is located along Weld County Road 3. The development is to be served by Century Link Communications.

Schools

The development is within the St. Vrain Valley School District. This development will generate the following number of students and land contribution requirements.

| | | |
|--------------------|--------------------|-------------------|
| Elementary School: | 122 students | 2.32 acres |
| Middle School: | 57 students | 1.87 acres |
| High School: | <u>61 students</u> | <u>2.52 acres</u> |
| | 240 students | 6.71 acres |

Streets

This development will adhere to the Town of Erie's street standards and will align its' streets with adjacent development's streets as appropriate. The Town will provide the maintenance of the streets within the development after construction to Town specifications and acceptance by the Board of Trustees.

Drainage

This development will adhere to the Town of Erie's drainage standards. See Drainage Report for further information.

Law Enforcement

Law enforcement is to be provided by the Town of Erie Police Department.

Fire Protection

The Mountain View Fire Protection District will serve this development. This development proposes to adhere to the Town of Erie's road standards enabling adequate access for the fire district. No special fire district needs are anticipated with this development.

Market Conditions

See Market Feasability Study by The Genesis Group (under separate cover).

Market Segment - The Andalusia property is located in the Boulder County-Erie submarket which has historically been one of the stronger residential submarkets in the Denver Metro Area. Current and future trends point towards the continued strength in the general location where the property resides. Erie has experienced a steady rate of residential building activity. The most recent building permit data details that as of May 2013, builders within Weld County have pulled a total of 547 permits for single family detached homes. The permit total for 2013 is 135% ahead of 2012. As compared recent years, by the end of April 2013 Erie had issued 100 new permits to date compared to a total of 108 for all of 2011. Major projects such as Vista Ridge and Erie Commons have seen a steady stream of permits issued as these projects have continued to mature.

Andalusia, given its location and variety of lot sizes, is planned to be developed by builders who will build in several "move-up", production, semi-custom to custom home market segments. Other projects in the general vicinity that would be competition in the \$300,000 and above market include Cottonwood Vista, Candlelight Ridge and portions of Vista Ridge. All of these projects are currently developed and are delivering product to the market. By the time Andalusia commences home sales, it is anticipated that these projects will be built-out, or nearly so, leaving less competition for the targeted market segments in near downtown Erie. The proposed commercial area is well located long St. Hwy. 52. Based upon existing and proposed residential development in the surrounding area, in conjunction with the ever increasing pass-by traffic along Hwy. 52 and WCR 3, as well as the lack of competing commercial uses within several miles will make these commercial sites highly desirable.

Conclusion – Andalusia is in a highly desirable location, is easily accessible and is within a highly regarded school district. The property will provide three housing types, and three different housing type variations within several targeted "move-up" markets. Andalusia will be a unique development within Erie as depicted by its location, theme and character. Demand for the types of housing products proposed within Andalusia is expected to remain strong over the long term. As long as favorable market conditions exist, Andalusia is expected to maintain a strong residential absorption rate and support and sustain various commercial uses.

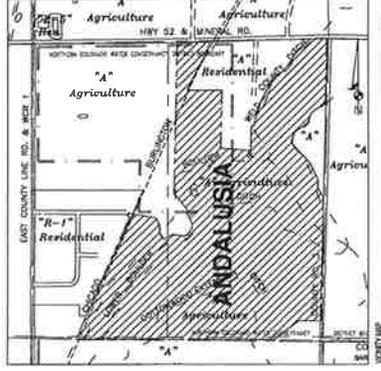
Economic Impact

Revenue to the Town of Erie from this proposed development will come in the form of building permit fees, development fees, use taxes and additional homeowner's property taxes. The Andalusia commercial development will provide additional sales tax revenue to the Town, and the development's resident population will also generate increased retail sales taxes.

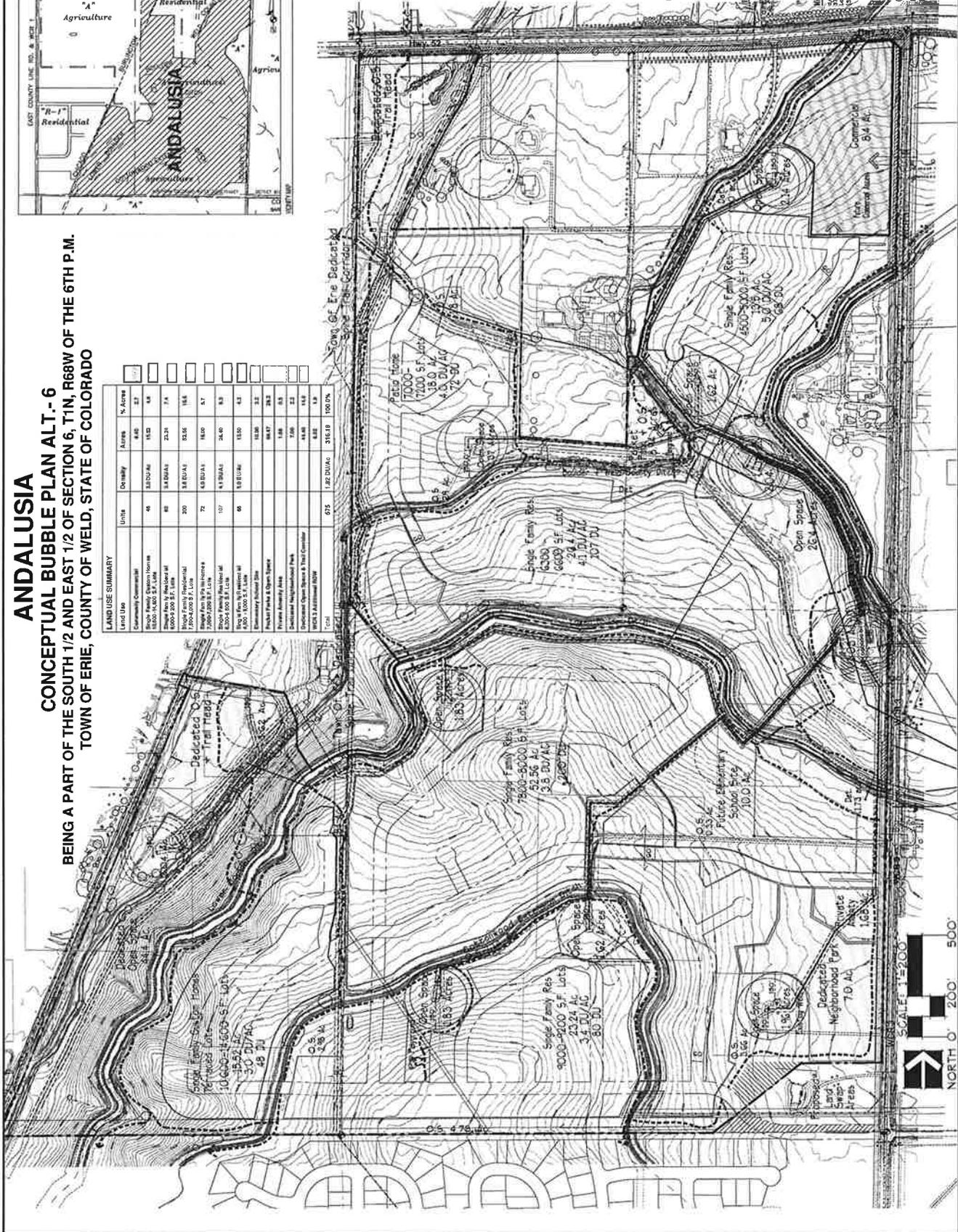
ANDALUSIA

CONCEPTUAL BUBBLE PLAN ALT. - 6

BEING A PART OF THE SOUTH 1/2 AND EAST 1/2 OF SECTION 6, T1N, R68W OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO



| Land Use | Units | Density | Acres | % Acres |
|-------------------------------------|------------|-------------------|---------------|---------------|
| Community Commercial | 48 | 1.8 DU/AC | 15.23 | 3.4 |
| Single Family Open House | 85 | 1.8 DU/AC | 23.24 | 5.1 |
| Single Family Residential | 200 | 1.8 DU/AC | 52.56 | 11.6 |
| Single Family Residential | 72 | 1.8 DU/AC | 18.00 | 4.0 |
| Single Family Residential | 107 | 1.8 DU/AC | 28.40 | 6.3 |
| Single Family Residential | 68 | 1.8 DU/AC | 18.00 | 4.0 |
| Elementary School Site | | | 12.00 | 2.7 |
| Pocket Parks & Open Space | | | 66.47 | 14.7 |
| Private Elementary Park | | | 1.88 | 0.4 |
| Detached Neighborhood Park | | | 7.08 | 1.6 |
| Detached Open Space & Tree Corridor | | | 41.48 | 9.2 |
| RD 3.3 Additional BSM | | | 4.82 | 1.1 |
| Total | 675 | 1.82 DU/AC | 316.18 | 100.0% |



Prepared By:

 Rhye Smith & Associates, Inc.
 1400 West 10th Street, Suite 200
 Fort Collins, CO 80504
 (970) 221-1111 Fax (970) 221-1112

Prepared For:
 Frank Civil Consultants, Inc.
 1400 West 10th Street, Suite 200
 Fort Collins, CO 80504
 (970) 221-1111 Fax (970) 221-1112

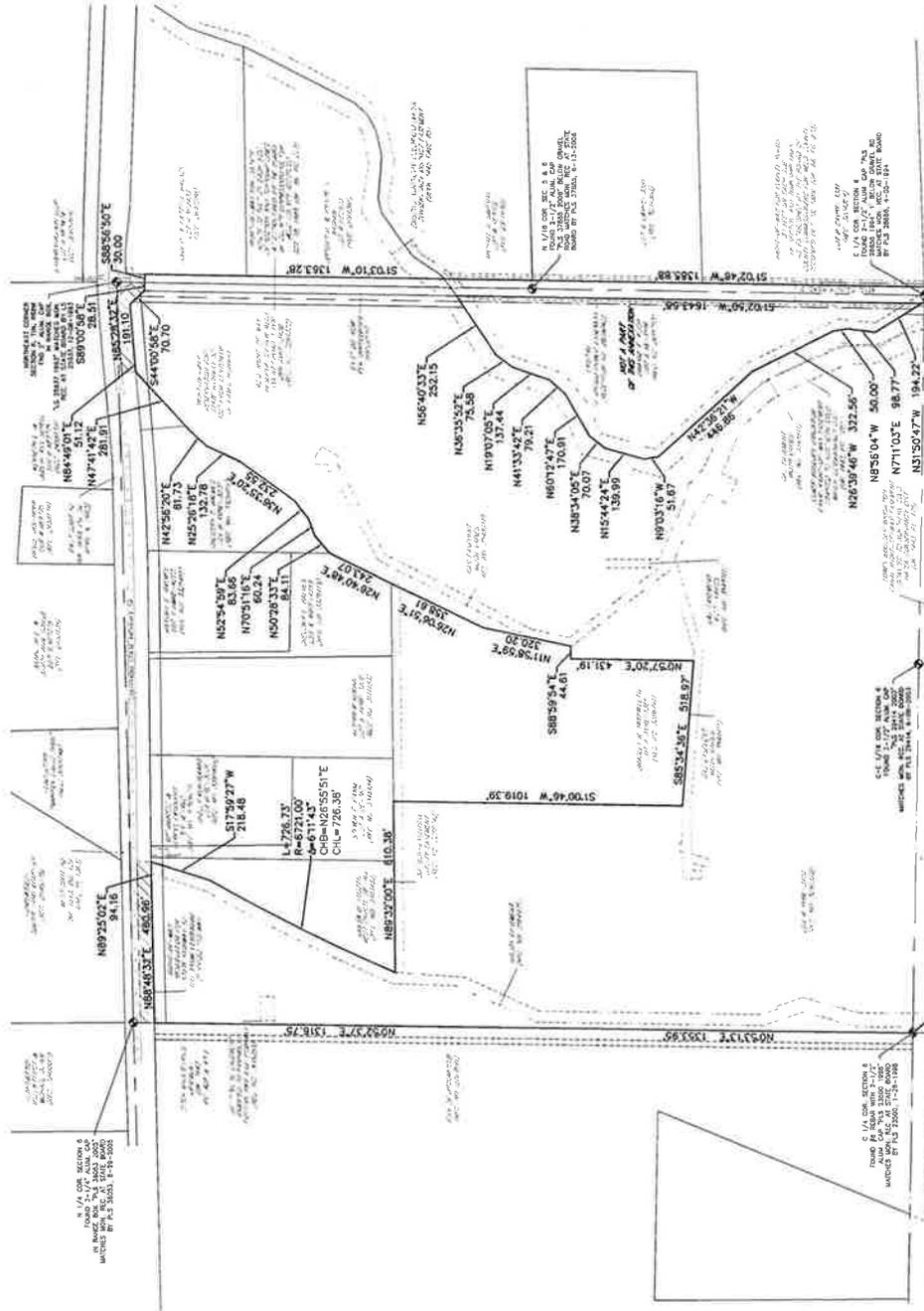
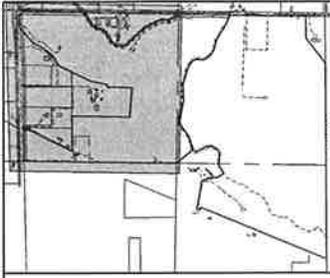
Prepared For:
 Mike Merrill, Et Al & M3 Partnership, LP
 1/2 Mt. Jerry Road
 Fort Collins, CO 80504
 (970) 221-1111 Fax (970) 221-1112

ANDALUSIA
 Conceptual Bubble Alt. - 6
 Date Prepared: 12/5/13
 Revision:

ATTACHMENT C

ANDALUSIA ANNEXATION

A PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST,
6TH. P.M., OF COUNTY OF WELD, STATE OF COLORADO
318.99 ACRES
SHEET 3 OF 3
AN-13-00048



LEGEND

- ALSOOT CORNER AS NOTED
- ALSOOT LINE
- BOUNDARY LINE
- TOWN OF ERE
- CURTAINOUS BOUNDARY



DATE: 11/09/03
 200 W. HAMPHDEN AVE. SUITE 200
 ENGINEERING AND SURVEYING
 PH: 720.855.4350
 FAX: 720.855.6166
 CONTRACT: 100313707

Peak
 Civil Consultants

ATTACHMENT D

**ANDALUSIA
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between **I & J Partnership L.P.**, a California limited partnership, the **Saeed & Forough Moradi Family Trust, K.A.C. Holdings, LLC**, a Delaware limited liability company, the **Mike & Shahla Moradi Trust**, dated November 28, 2006, the **Katina Moradi Trust**, dated December 16, 2005, the **Albert Moradi Trust**, dated December 16, 2005 and the **Caroline Moradi Trust**, dated December 16, 2005, hereinafter collectively referred to as “Owner,” and the Town of Erie, a municipal corporation of the State of Colorado, hereinafter referred to as “Erie” or “Town.”

WITNESSETH:

WHEREAS, Owner desires to annex to Erie the property more particularly described on “Exhibit A,” which is attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as “the Property”); and

WHEREAS, Owner has executed a petition to annex the Property (“Annexation Petition”), a copy of which petition is attached hereto as “Exhibit B,” and incorporated herein and made a part hereof; and

WHEREAS, it is to the mutual benefit of Erie and Owner hereto to enter into the following Agreement; and

WHEREAS, Owner acknowledges that upon annexation, the Property shall be subject to all ordinances, resolutions, and other regulations of Erie, as they may be amended from time to time; and

WHEREAS, the parties mutually recognize that it is necessary and desirable for orderly development that Erie be the source of usual and necessary urban services for property to be developed; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for streets, rights-of-way and easements, parks and open space, utility facilities and improvements, to Erie as contemplated in this Agreement are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation; and

NOW, THEREFORE, in consideration of the above premises and the covenants as hereinafter set forth, it is agreed by and between Erie and Owner as follows:

I. ANNEXATION AND ZONING.

- A. Annexation.** The annexation of the Property shall be in conformance with the Colorado Municipal Annexation Act of 1965, as amended, and with the Town of Erie Municipal Code (“Code”) and with applicable Town regulations.

- B. Zoning.** Owner desires Low-Density Residential (LR) and Community Commercial (CC) zoning, as authorized by Title 10, of the Code. Owner acknowledges and accepts that no warranty, guarantee or promise is made on the part of Erie to so zone the Property as Low-Density Residential (LR) and Community Commercial (CC). Owner acknowledge and understand that the Town of Erie Board of Trustees (“Town Board”) determines what is an appropriate zoning for the Property, and the desired zoning as set forth herein does not in any way bind the Town Board to adopt the zoning for the Property. Owner states that granting of such zoning by Erie is a condition to annex the Property. Owner shall take all action necessary to permit zoning by Erie of the annexed area within the time prescribed by state statutes.
- II. ANNEXATION MAP.** The “Annexation Map” incorporated and adopted as a portion of the ordinance annexing the Property and attached hereto as “Exhibit C” complies with the requirements of C.R.S. 31-12-105 (1)(e).
- III. LAND DEDICATION.** The dedication of parks and open space, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by Special Warranty Deed, plat dedication or appropriate instrument of conveyance acceptable to Erie. All such dedications shall be free and clear of any liens and encumbrances, and shall be provided along with title insurance in an amount reasonably determined by Erie. Such dedications as may be required by Erie shall occur immediately upon request of Erie except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless Erie specifies another time. Town and Owner agree that such dedications are directly related to and generated by development intended to occur within the Property and that no taking thereby will occur requiring any compensation.
- A. Roads and Utility Easements.** Owner shall dedicate rights-of-way for all roads and utility easements to Erie. All utility easements, dedicated to Erie, shall be for the use and the benefit of the various entities furnishing utility services, i.e., electrical, telephone, gas, TV cable, water sewer. ALL UTILITIES ON AND ADJACENT TO THE PROPERTY, EXCLUDING REGIONAL TRANSMISSION LINES, SHALL BE PLACED UNDERGROUND.
- IV. AVAILABILITY OF SERVICES.** Erie agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of Erie which services include, but are not limited to, police protection and water and sewer services, and all other services customarily and currently provided by Erie in the area to be annexed. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the Property is presently included within the boundaries of and is entitled to receive such services from the Mountain View Fire Protection District.

Any and all obligations of Erie for water, sewer, and drainage improvements shall be the sole obligation of Erie's water and sewer enterprises and as such, shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of Erie within the meaning of any constitutional or statutory limitation. Any and all obligations of Erie for public improvements other than water, sewer, and storm drainage improvements shall be subject to annual appropriation by Erie.

- V. **WATER SERVICE.** Water service to the Property shall be provided by Erie. If the Property is not already in the Northern Colorado Water Conservancy District and/or the Municipal Subdistrict, the Owner agrees to petition for inclusion of the Property in said District(s) and to the payment of any fees and taxes levied by the District(s) as a condition of said inclusion prior to receiving water service from Erie. In addition, Owner shall exclude the Property from the Left Hand Water District if the Property is currently within said District prior to receiving water service from Erie. Owner hereby acknowledges its receipt of a copy of Titles 2 and 8 of the Code, as amended, concerning Town policy with respect to obtaining water service from Erie, the dedication of water rights to Erie in connection with annexations and the extension of water lines and pumping facilities to the Property. Owner agrees to comply with said Titles 2 and 8 of the Code, and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the Property. Erie and Owner agree that such dedications are directly related to and generated by development intended to occur within the Property and that no taking thereby will occur requiring any compensation.
- A. **Extension of Water Services.** The extension of water mains or trunk lines shall be in accordance with Section 8-1-16 of the Code. Owner shall install at his sole cost and expense, all the water mains, trunk lines, pumping facilities and appurtenances necessary to provide service from Erie's system to the Property. These extensions may include the over sizing of lines and pumping facilities for future development of adjacent property. Owner shall install at his sole cost and expense, all the water lines, fire hydrants and appurtenances within the Property. Water lines lying within the dedicated rights-of-way shall be dedicated to Erie after construction. Any requirements for over sizing of water lines, and reimbursements to Owner for over sizing of water lines, will be subject to a separate Development Agreement.
- B. **Water Service Availability.** This Agreement is a commitment to provide water service to the Property. However, Erie does not warrant the availability of water service to Owner at a particular time for any phase of development. A determination of water service availability by Erie shall be made by a water system analysis at the time Owner requests water taps. In the event that Erie determines that it has insufficient water service availability, no water taps shall be issued until such time as there is water service availability.
- C. **Raw Water Fees.** Raw water fees shall be the existing Town raw water fees at the time a water tap is requested or required. Raw water fees shall be paid when

(a) a building permit for a structure is issued; (b) upon issuance of a landscape irrigation tap; or (c) as outlined in a subsequent Development Agreement.

- D. Water Tap Fees.** Water tap fees shall be the existing Town water tap fees at the time a water tap fee is requested or required. Water tap fees shall be paid when a building permit for a structure or landscape irrigation is requested from Erie.
- E. Water Rights Dedication.** Owner represents to Erie, to the current knowledge of Owner, that the tributary and non-tributary water rights listed on "Exhibit D," attached hereto and incorporated herein by this reference, constitute all of the water rights appurtenant to the subject Property. In accordance with the Title 8 of the Code, as amended and existing Town policy, Erie shall have the right to purchase historical surface water rights from the land at fair market value.

In addition, Owner shall convey to Erie at the time of annexation all non-tributary and not non-tributary groundwater underlying the land to be served. Said ground water shall be in addition to any water dedication hereunder, and no credit shall be given to said water for dedication purposes in accordance with the Code. Transfer of said water rights shall be accomplished prior to the recording of the annexation with the Weld County Clerk and Recorder.

VI. SEWER SERVICE. Sewer service to the Property shall be provided by Erie. Owner hereby acknowledges receipt of a copy of the Title 8 of the Code, concerning Town policy with respect to obtaining sewer service from Erie and the extension of sewer lines to the Property. Owner agrees to comply with the Title 8 of the Code, and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the subject Property. Town and the Owner agree that dedications required by Title 8 of the Code are directly related to and generated by development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

- A. Extension of Sewer Services.** The extension of sewer mains or trunk lines shall be in accordance with Title 8 of the Code. Owner shall install at his sole cost and expense, all the sewer mains, trunk lines, sewer lift stations, and appurtenant facilities necessary to connect to Erie's system at the connection point located at on the western boundary of the Property. These line extensions may include the oversizing of lines within the Property for future development of adjacent property. Owner shall install at his sole cost and expense, all the sewer lines and appurtenances within the Property. Sewer lines lying within dedicated rights-of-way shall be dedicated to Erie after construction. Any requirements for over sizing of sewer lines and appurtenant facilities, and reimbursements to Owner for over sizing of sewer lines and appurtenant facilities, will be subject to a separate Development Agreement.
- B. Sewer Service Availability.** This Agreement is a commitment to provide sewer service to the Property. However, Erie does not warrant the availability of sewer

service to Owner for any phase of development. A determination of sewer service availability by Erie shall be made by a sewer system analysis at the time Owner requests sewer taps. In the event that Erie determines that it has insufficient sewer service availability, no sewer taps shall be issued until such time as there is sewer service availability.

C. Sewer Tap Fees. Sewer tap fees shall be the existing Town fees at the time which a sewer tap is requested or required. Sewer tap fees shall be paid when a building permit for a structure is requested from Erie.

VII. ROADS, TRAILS AND PUBLIC RIGHTS-OF-WAY. All public roads shall be constructed to the Town of Erie Standards and Specifications for Design and Construction of Public Improvements (“Standards and Specifications”). Trails shall be constructed as an integral feature of the development, in accordance with the Standards and Specifications. All public roads, trails and rights-of-ways shall be dedicated to Erie. Owner shall install, at Owner’s expense, street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements. The total cost of street light installation shall be the Owner’s obligation. The type of street lights shall be chosen by Erie. Owner shall provide a two (2) year guarantee for all improvements from the time of final acceptance to Erie.

VIII. CONFORMANCE WITH TOWN REGULATIONS. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all Town ordinances and resolutions, the Standards and Specifications, and the Code, including, without limitation, those pertaining to subdivision, zoning, streets, storm drainage, utilities, and flood control.

IX. PUBLIC IMPROVEMENTS. Owner agrees to design, construct and install in accordance with Town approved plans, certain public improvements including but not limited to streets, curb, gutter, sidewalks, storm sewer lines, storm drainage improvements, sanitary sewers, water lines, trails and park improvements within or adjacent to the Property. Owner agrees to guarantee construction of all required improvements, and, if requested by Erie, to dedicate to Erie any or all other required improvements. Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development of the Property (the “Development Agreement”). The construction of public improvements may be subject to any reimbursement which may be provided for in the Development Agreement.

X. EXCLUSIVITY OF ANNEXATION PETITION. Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon request of Erie.

XI. SPECIAL PROVISIONS.

- A. Zoning.** Concurrent with this Annexation, the Town Board will approve the Andalusia Zoning Map.
- B. Development Phasing.** The Property is anticipated to be developed in multiple phases as conceptually set forth on the map attached hereto as “Exhibit F” (“Conceptual Phasing Exhibit”). The installation of public improvements necessary to serve each phase shall be determined during the Preliminary Plat process.
- C. Density.** Owner acknowledges that the maximum number of residential units that may be constructed on the Property is six hundred thirty-two (632) units, which shall be platted and constructed on the Property in accordance with Title 10 of the Code.
- 1. Diversification Standards.** Notwithstanding anything to the contrary in Section 6.7.D of Title 10 of the Code, the Property shall be required to provide not more than one (1) housing type and two (2) housing type variations.
- D. Oil and Gas Well Sites.** All existing oil and gas well sites/facilities and all future oil and gas well sites/facilities on the Property shall be screened and integrated into open space and park areas within the Property in accordance with Title 10 of the Code. The setback to any occupied building as measured from existing or proposed wells, tanks, separators or incinerators shall be in accordance with Title 10 of the Code.
- E. Waterline Installation and Oversizing.** In the event that any water lines or facilities are oversized to serve other properties (the “Benefited Properties”), Erie agrees to enter into one or more reimbursement agreements with the owners of such Benefited Properties causing such owners to reimburse any incremental costs to Owner prior to recordation of a final plat or approval of a site plan for development of the Benefited Properties. The reimbursements shall be required to be paid by the Benefited Property owners at such time as the first final plat is approved for the benefit of the Benefited Property. “Oversizing” shall mean any requirement by Erie to install a waterline, which is greater than twelve inches (12”) or required by the development. “Incremental Costs” shall mean the cost difference of pipe and any related water system improvements attributable to Oversizing. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property Benefited Properties or Benefited Property owners.
- 1. Installation Obligations.** In accordance with Section E.2 below, Owner shall install, at its sole cost and expense, all the waterlines, pump stations, fire hydrants and other related facilities within the Property subject to the oversizing and reimbursement contributions as provided for herein or in a

subsequent Development Agreement. Waterlines lying within the dedicated rights-of-way or Town accepted easements shall be dedicated to Erie upon Erie's construction acceptance thereof.

2. **Off-Site.** Prior to the issuance of the first building permit on the Property, Owner shall install a looped waterline extension from Weld County Road 10.5. A second waterline within the Property shall be constructed to loop the water system. The sizing of the waterlines shall be determined and outlined in a subsequent Development Agreement based on the results of a water demand analysis, which is required to be submitted by Owner and approved by the Town Board with the first Preliminary Plat for the Property.
3. **Zone 2 Transmission Main Reimbursement.** Owner shall reimburse Erie \$142,079.00 for the cost of the Zone 2 Transmission Main that Erie constructed in Weld County Road 3 from Weld County Road 12 to State Highway 52. The full reimbursement shall be due to Erie at the time of the first final plat allowing development.

F. Non-Potable Water. Erie and Owner may desire to utilize non-potable or raw water for the irrigation of parks, open space, and major street rights-of-ways provided that such systems are economically feasible, in the Owner's reasonable discretion.

1. **Irrigated Areas.** Owner may construct and utilize a non-potable irrigation system within the Property which may serve, but not be limited to, parks, open space, and arterial and collector street rights-of-way. Potable water shall be used for the irrigation of residential lots and individual pocket parks which are less than one acre in size if they are not part of a larger open space or park area. Owner shall be required to dedicate only those water shares described below for the sodded areas, shrub areas, trees, and flower beds which will be shown on a non-potable irrigation plan. All native, drought tolerant landscaped areas shall be established utilizing leased raw water. Alternatively, Owner may elect to connect to the twelve (12) inch re-use line from the North Waste Water Treatment Plant to provide water for the non-potable system serving the Property. The cost and details of any such connection shall be as set forth in a future Development Agreement.
2. **Non-Potable Irrigation Plan.** In the event Owner elects to proceed with a non-potable irrigation system, Owner shall submit to Erie a non-potable irrigation plan ("Non-Potable Irrigation Plan") with each Final Plat, which shall identify the areas to be irrigated with the non-potable irrigation system, the types of vegetation to be irrigated and the facilities and control devices necessary to provide and control such water. Erie will accept dedication of water rights for raw water irrigation upon Erie's written

approval of the Non-Potable Irrigation Plan.

3. **Non-Potable Water Sources.** Water to be used for irrigation may include the following sources, subject to the terms and limitations within this Agreement. Any raw water acquired by Owner shall reduce Owner's obligation to purchase, and Erie's obligation to reserve, re-use water.
 - a. **Leyner-Cottonwood Consolidated Ditch Company shares ("Leyner-Cottonwood").** This water source shall be used as a supplement to raw CBT water and Erie's re-use water system. For purposes of this Agreement, Owner shall receive a credit of 0.21 acre feet per share of Leyner-Cottonwood, which is the dry year yield of said shares.
 - b. **Erie Coal Creek Reservoir and Ditch Company shares ("ECC").** This water source shall be used as a supplement to raw CBT water and Erie's re-use water system. For purposes of this Agreement, Owner shall receive a credit of 0.56 acre feet per share, which is the dry year yield of said shares.
 - c. **Other Native Water.** Lower Boulder, Community Ditch, FRICO or other native waters may be dedicated for the irrigation of sodded areas or as temporary irrigation for the establishment of native seeded areas. The associated yield for these waters shall be determined prior to dedication.
 - d. **Re-use Water.** Erie will have reusable consumptive use credits available at Erie's wastewater treatment plant in the future. When re-use credits become available, they shall be made available to Owner at a cost of the re-use water dedication fee at the time which the applicant requests the re-use water tap. Should Owner make use of such system, Owner shall reimburse its proportional share of use of any reuse system infrastructure at the time of connection and in accordance with a future development agreement with Erie identifying the amount and timing of such reimbursements.
 - e. **Potable Water.** Owner shall use potable water for the irrigation of individual pocket parks which are less than one acre in size that are not part of a larger open space or park area, any areas which cannot be connected to the non-potable irrigation system in a cost effective manner and/or as a supplement to the non-potable water sources set forth above. Owner shall pay water dedication fees for potable water used for irrigation in accordance with the Code.
4. **Water Dedications.** Any water shares conveyed by Owner to Erie as

described above shall be conveyed by Special Warranty Deed, with an endorsement of the original share certificate and a stock assignment satisfactory to the applicable ditch company. Owner also hereby agrees to execute any additional documentation which may be necessary for transfer of said water rights.

5. **Water Court Proceedings.** Erie and Owner recognize that water court proceedings may be required for use of the raw water sources set forth above. Erie and Owner agree to cooperate in an effort to use the non-potable water sources in a manner which will not require water court proceedings. However, should water court proceedings be required, Owner shall be responsible for all costs of said proceedings and for any of the additional water credits required by the water court.
 6. **State Engineer and Ditch Company Approvals.** Owner shall be solely responsible for acquiring all necessary approvals from the Office of the State Engineer and the ditch companies for use of Leyner-Cottonwood and ECC shares on the Property. Erie will cooperate with Owner in acquiring said approvals, at no cost to Erie.
 7. **Phased Acquisition of Water Rights.** Erie and Owner agree that the acquisition of water rights for non-potable irrigation may be acquired on an as-needed basis for irrigation within the Property.
 8. **Irrigation Water Availability.** In the event that re-use water is not available when the Property is constructed, Erie will supply potable water in lieu of non-potable water for the Property on a temporary basis at potable water rates.
 9. **Re-use Water Rates.** Erie and Owner recognize that Erie will charge re-use water rates for raw water used on the Property in accordance with the Code.
- G. Sewer Installation and Oversizing.** In the event that any sewer lines or facilities within the Property are oversized to serve other properties (the "Sewer Benefited Properties"), Erie agrees to enter into one or more reimbursement agreements with the owners of such Sewer Benefited Properties causing such owners to reimburse any Incremental Costs to Owner prior to recording a final plat or approval of a site plan for development of the Sewer Benefited Properties. The reimbursement shall be required to be paid by the Sewer Benefited Properties owners at such time as the first final plat is approved for the benefit of the Sewer Benefited Properties. "Oversizing" shall mean any requirement by Erie to install a sewer line which is greater than that which would otherwise be required to serve only the Property. "Incremental Costs" shall mean the cost difference of pipe and related facilities attributable to the Oversizing. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or

reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the Sewer Benefited Properties or Sewer Benefited Property owners.

1. **Installation Obligations.** Except as provided in Section F.2 below, Owner shall install, at its sole cost and expense, all the sewer lines and appurtenances located within the boundaries of the Property, subject to the oversizing and reimbursements provided for herein or in a subsequent Development Agreement. Sewer lines lying within dedicated rights-of-way or Town approved easements shall be dedicated to Erie upon Erie's construction acceptance thereof.
2. **Morgan Hill Sewer Line Extension.** Erie anticipates that an extension of a sewer line serving the adjacent Morgan Hill project (the "Morgan Hill Line Extension") will be necessary in the future. Owner shall be required to oversize sewer lines and facilities within the Property to accommodate this extension. Owner shall be reimbursed for such oversizing as provide in Section F, above. If the Morgan Hill Line Extension is constructed prior to development of the Property, Owner shall reimburse the entity installing such line for the Incremental Cost of the Morgan Hill Line Extension at the time of connection to the Morgan Hill Line Extension.
3. **North Water Reclamation Facility (NWRf) Interceptor.** Owner shall reimburse Erie for connection to the existing 30-inch NWRf Interceptor line at the rate of \$410.00 per single family equivalent at the time of each final plat for units which connect to this sewer line.
4. **Off-Site.** The sewer lines shall be sized to provide service to the entire sewer basin, as such basin is defined in a subsequent Development Agreement. Erie agrees to enter into one or more reimbursement and service agreements with Owner and the owners of other Sewer Benefited Properties in the basin causing such owners to reimburse any incremental costs to Owner or such other entity as may construct the sewer line serving all such Sewer Benefited Properties. Based on sewer capacity, any reimbursement payments described above shall be made at the time of construction of the sewer line or at the earlier of (a) final plat for any Sewer Benefited Properties intending to connect to such sewer line, or (b) such time as the first connection is made to the sewer line, in either case if such final plat is recorded or connection is made after the sewer line has been constructed.

H. Storm Drainage Improvements. Currently, none of the Property is included in a regional drainage authority.

1. **Criteria and Standards.** Owner shall meet all Town design criteria for drainage improvements within the Property, and as noted in Erie of Erie's

Weld County Outfall Systems Plan, which improvements shall be set forth in a Phase 2 Drainage Report and Plan to be submitted and approved with the Preliminary Plat.

2. **On-Site.** In the event that drainage facilities within the Property are oversized to benefit other properties during development of the Property by Owner, Erie agrees to enter into one or more reimbursement agreements consistent with Section G. above with the owners of other properties benefiting from such oversizing, which shall allow Owner to be reimbursed for the incremental oversizing costs paid by Owner. “Oversizing” for drainage purposes shall mean any requirement by Erie for any channel or other drainage facility within the Property to be a size greater than the size required to serve the Property. Erie will not include in the reimbursement the cost to convey historic flows through the Property.
3. **Drainage Facilities.** Subject to Erie’s approval, the Property will contain several water quality and storm water detention areas, which Owner intends to incorporate within the open space and parks on the Property. This detention will ultimately release into the regional drainage basins in the area. Owner agrees that it will incorporate open, grass-lined channels where appropriate in place of concrete channels or underground piping. In the event Erie requires Owner to oversize any drainage improvements to accommodate development of other properties, Erie shall enter into reimbursement agreements consistent with Section G. above for such other properties requiring that they reimburse Owner for their pro-rata share of such oversizing costs. Erie will not include in the reimbursement the cost to convey historic flows through the Property.
4. **Off-Site Drainage Improvements.** Owner shall release drainage from the Property at historic rates which shall be mitigated prior to release from the Property. Owner shall provide a solution acceptable to Erie to return all discharges (all events, flood peaks, and volumes) to mimic existing hydrologic conditions or to safely channel flows to Boulder Creek, such that all drainage from the Property meets historic rates.
5. **Drainage Liability.** Owner shall indemnify and hold harmless Erie for any liability the latter may have on account of any change in the nature, direction, quantity and/or quality of historical drainage flow resulting from the development of this Property or from the construction of streets or storm sewers therein. In addition, Owner shall reimburse Erie Owners proportional share of any and all costs including, but not limited to, reasonable attorney’s fees, which Erie incurs in acquiring or condemning rights-of-way or easements which Erie is required to acquire or condemn or which Erie is held to have acquired or condemned, for drainage as a result of the development of this Property.

- I. Off-Site Easements and Rights-of-Way.** In the event Owner is unable to obtain off-site easements and rights-of-way which are necessary for the installation of raw water services, sanitary sewer services, storm drainage outfalls and roadways to serve the Property, Erie agrees to assist Owner in obtaining such easements and rights-of-way.
- J. Districts.** Erie acknowledges that Owner may seek to establish one or more metropolitan districts to service the Property (“Metro District”) for the purpose of financing, constructing, installing, acquiring and maintaining certain public improvements required for the development of the Property. Erie agrees, to the extent legally permitted, to approve one or more Metro Districts for the Property. Erie shall have no obligation to approve a Title 32 metropolitan district service plan that does not comply with the procedural and substantive requirements of the Special District Control Act, Part 2 of Article 1, Title 32, C.R.S., with Erie-required form of service plan, or with Town standards or policies concerning the formation of special districts. The Metro District may acquire property with its eminent domain powers with prior written permission of Erie. Any requirement of Owner in this Agreement, including but not limited to, the construction of improvements, reimbursement for improvements, letters of credit and the payment of fees, may be undertaken by the Metro District, at Owner’s discretion, provided only that such activity is in accordance with the Code and a lawful activity of a special district under C.R.S. 32-1-101 et seq. Any reimbursements described herein for such improvements shall be payable to the entity who constructed such improvements, or such entity’s assignee.
- 1. Establishment.** Owner may submit, following the Property’s annexation, a Consolidated Service Plan for the Property to Erie for consideration pursuant to C.R.S. 32-1-101, et seq. The Metro District shall follow the Code regarding metropolitan districts.
- K. Schools.** Owner acknowledges and agrees to comply with the Intergovernmental Agreement dated June 8, 2011 between Erie and St. Vrain Valley School District (“SVVSD”), as the same may be amended from time to time. No school site dedication is required for or on the Property, however, Erie acknowledges that Owner and SVVSD have entered into an agreement providing for the dedication of a school site on the Property.
- L. Public and Private Land Provisions.**
- 1. Private Amenity Facilities.** Owner may construct one or more private amenity facilities on the Property. These facilities may include pools, clubhouses, a recreation center, parking lots, landscaping, etc., to be determined at Owner’s discretion at the time of Preliminary Plat. These facilities and related improvements shall be owned and maintained by the Metro District or a Homeowner’s Association.

2. **Open Space.** Owner shall meet the open space land dedications required in Title 10 of the Code, based on the number of units approved with the preliminary plat(s). Erie shall own and maintain open space lands that comply with Title 10 dedication requirements. Owner shall receive open space credit for permanent water bodies, raw water storage ponds, detention ponds and water quality ponds as long as the ponds are organically graded into the adjacent open space and comply with Title 10 of the Code.

Erie shall maintain Spine Trails that are located within open space lands that do not meet Erie's open space dedication standards. The designation of trail(s) as a Spine Trail shall be at the sole discretion of Erie.

3. **Parks.** Owner shall meet the park land dedications required in Title 10 of the Code, based on the number of units approved with the preliminary plat(s).

- a. **Community Park.** Owner shall pay a fee in-lieu of land dedication for a Community Park. The fee in-lieu payment shall be based on an appraisal as outlined in Title 10 of the Code and shall be based on the number of dwelling units permitted by each final plat and payable prior to the recordation of each final plat.

Owner's fee in-lieu of land dedication for the Community Park may be reduced by the acreage of over dedication required to meet the minimum 7 acre Neighborhood Park requirement outlined below.

- b. **Neighborhood Park.** Owner shall dedicate a minimum of a 7 acre Neighborhood Park that complies with the Neighborhood Park standards outlined in Title 10 of the Code. Any water storage and drainage facilities within the Neighborhood Park will be integrally designed in such park in accordance with Title 10 of the Code. Owner shall be responsible for the cost of grading, grass, irrigation and water taps and/or raw water fees for the Neighborhood Parks, in accordance with Title 10 of the Code. Erie shall be responsible for the design and construction of the Neighborhood Park and associated costs not described herein.
- c. **Pocket Parks.** Pocket Parks shall be dedicated and constructed on the Property in accordance with Title 10 of the Code and the Town of Erie Parks, Recreation, Open Space and Trails Master Plan. The location of each Pocket Park will be determined at the time of Preliminary Plat. Owner shall be responsible for the construction of the Pocket Parks. Pocket Parks shall be maintained by the

Metro District or a Homeowner's Association.

- M. Mine Subsidence.** Owner shall cause a mine subsidence investigation report to be completed and shall submit such report with each preliminary plat or minor plat on the Property.
- N. Entry Monuments.** Owner shall be allowed to construct entry monuments at any major entry point into the Property along Weld County Road 3, Weld County Road 12, and State Highway 52 in accordance with Title 10 of the Code and, if applicable Colorado Department of Transportation ("CDOT") regulations.
- O. Land Use Vesting.**

 - 1. Vested Rights.** Erie acknowledges that the development of the Property, as contemplated by and this Agreement, shall require the investment of substantial funds by Owner over a long period of time and that, due to the uncertainties of future market conditions and cycles, the full development of the Property might not be completed for many years. Further, Erie acknowledges that as an inducement to Owner to agree to annex the Property, Erie has agreed to provide vested property rights to the fullest extent permitted by Colorado law. This Annexation Agreement is a "development agreement" pursuant to C.R.S. 24-68-104(2), and as authorized by Section 20.090 of the Erie Vested Rights Ordinance. In accordance with and pursuant to C.R.S. 24-68-105, Erie agrees not to take any zoning or land use action, by action of Erie or through initiative measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the Property as set forth in this Annexation Agreement and on the Zoning Map. Vested rights are hereby established with respect to the zoning, land use and other terms of this Agreement to the fullest extent permitted by C.R.S. 24-68-101, *et seq.* The Property shall be vested for a period of ten (10) years beginning with the effective date of this Agreement. However, the period of vested rights shall be extended for an equal period of time for any period of time during which Erie is unable to supply water taps, sewer taps and/or building permits due to insufficient availability of any of these. Due to the scale of the development, the magnitude of the development costs and the possible duration of the development process, such property rights are vested from the date of the adoption of said ordinance. At such time as any portion of the Property receives final development plan or final plat approval, Erie agrees to enact such supplemental ordinances as Owner may request to extend the vested rights granted herein to such final development plan or final plat.
 - 2. Enforcement.** Erie agrees that the foregoing vested rights provision may be specifically enforced. Erie acknowledges that, due to the substantial financial investment which Owner must make toward the development of

the Property, the damages allowed under C.R.S. 24-68-105(1)(c) may be inadequate in the event Owner is unable to enforce this provision. Accordingly, Owner shall have the ability to waive its right to receive compensation pursuant to C.R.S. 24-68-105(1)(c) or any similar future statutory provision by obtaining relief in the form of specific performance, injunction or other appropriate declaratory or equitable relief.

3. **Processing.** Erie shall permit the development of the Property upon the submission of the proper plans, applications, plats and the payment of fees required by Erie ordinances and regulations. Erie agrees not to unduly delay or hinder the development of the Property (such as refusing to timely process, review and act upon development applications), nor shall Erie unreasonably withhold its consent to or approval of a development request or permit made in substantial compliance with the Annexation and Zoning Maps, Title 10 of the Code, and this Agreement. Erie agrees to coordinate with Owner any filings or applications before other governmental or quasi-governmental entities necessary for Owner to fulfill its obligations under this Agreement or to permit development of the Property.

If Erie does not have adequate staff for the timely review and processing of Owner's applications, Erie may contract for such services, and Erie shall charge Owner for the actual costs related thereto.

- P. **Roadway Improvements.** Owner shall only be required to complete the improvements identified below. Owner shall not be responsible for the construction of any roadway improvements not located on or immediately adjacent to the Property, other than identified in a future Development Agreement. In addition, the rights-of-way for one half of the ultimate width of Weld County Road 3 and State Highway 52 adjacent to the Property shall be dedicated to Erie by plat at such time as the first final plat of the Property. In the event that any properties located adjacent to the roadway improvements described below are now or subsequently annexed into the Town of Erie and the roadway improvements described below serve such other properties (the "Roadway Benefited Properties"), Erie agrees to enter into one or more reimbursement agreements with the owners of such Roadway Benefited Properties causing such owners to reimburse any Incremental Costs to Owner prior to recording a final plat or approval of a site plan for development of the Roadway Benefited Properties. The reimbursement shall be required to be paid by the Roadway Benefited Properties owners at such time as the first final plat or site plan is approved for the benefit of the Roadway Benefited Properties. For the purposes of this subsection, "Incremental Costs" shall mean the one half the cost of any adjacent roadway improvement or one fourth of the cost of any traffic signalization for each corner of the signalized intersection adjacent to the Roadway Benefitted Property. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner

in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the Roadway Benefited Properties or Roadway Benefited Property owners.

1. **Traffic Signalization.**

- a. **Weld County Road 3 & Highway 52.** Owner shall be responsible for constructing and funding the installation of a mast arm traffic signal at Weld County Road 3 and State Highway 52, which shall be constructed at such time as Erie has determined that the signal is warranted under the then current Manual on Uniform Traffic Control Devices (“MUTCD”). Owner may be reimbursed up to seventy-five percent (75%) of the cost of installation from future developments.
- b. **West Access & State Highway 52.** Owner shall be responsible for constructing and funding the installation of a mast arm traffic signal at the West Access and State Highway 52 which shall be constructed at such time as Erie has determined that the signal is warranted under the MUTCD. The Owner may be reimbursed up to fifty percent (50%) of the cost of the installation from future developments.

In the event the signal is not warranted by the time the last final plat of the Property is approved, then Owner shall be relieved of this obligation.

- c. **Weld County Road 3 & Weld County Road 12.** Owner shall be responsible for not more than twenty five percent (25%) of the cost of installing a mast arm traffic signal at Weld County Road 3 and Weld County Road 12, which shall be paid to Erie at such time as Erie has determined that the signal is warranted under the MUTCD or when the last final plat for the Property has been processed, whichever occurs first.

2. **Roadway maintenance.**

- a. **Roadway.** After construction acceptance of any roadway improvements installed by Owner, the Owner shall be responsible for maintenance (except snow plowing) of such roadway improvements and the landscape improvements within any roadway medians for a two year warranty period.
- b. **Rights-of-Way Landscaping.** The landscaping for the roadways described in Section XII.O.3 below, including within the rights-of-way and any adjacent landscape tracts or easements shall be primarily irrigated native grasses with trees on drip irrigation. At the Owner’s discretion, sod, ornamental grasses or perennials shall

be included at the intersection of the primary roadways. Owner shall have no obligation to install landscaping along roadways to the extent not adjacent to the Property. After Erie's construction acceptance of the landscape improvements, the Homeowners Association or Metro District shall be responsible for the maintenance of landscape improvements within all adjacent rights-of-way (except medians on arterials) and buffers.

3. Roadway Section.

- a. Weld County Road 3.** Owner's obligation to construct, or provide cash in lieu for the construction of, ½ of Minor Arterial roadway improvements from State Highway 52 to Weld County Road 12 shall be set forth in a subsequent Development Agreement. The improvements shall include but not be limited to 27-foot paved travel lanes with sidewalk on one side and roadside ditches and any regional drainage as the ½ roadway section requires. The construction shall be completed in phases as determined during the Preliminary Plat process.

- b. State Highway 52.** Owner shall construct safety improvements on State Highway 52 including but not limited to turn lanes, deceleration lanes, acceleration lanes, and streetlights, as recommended in the Traffic Impact Study or as required by CDOT. The construction shall be completed with any phase that abuts or accesses State Highway 52. All accesses to State Highway 52 will require a CDOT Access Permit and will be subject to CDOT review and approval.

- Q. Ditch Crossings.** Owner acknowledges and understands that three irrigation ditches, owned by three independent ditch companies, traverse the Property. Owner further acknowledges and understands that the three ditch companies are separate and independent entities, and are not related to Erie.

Owner shall obtain all required approvals and permits from both Erie and the applicable ditch company prior to performing any construction on or making any improvements related to, crossing, undergrounding, or affecting in any manner a ditch company's ditch.

R. Disclosure Statements.

- 1. Airport Acknowledgement.** Owner acknowledges that the Property is located within close proximity of the Parkland Estates and Erie Municipal Airports. At the time of Preliminary Plat application, Owner shall provide Erie the following documents for Town approval:

- a. Contract Disclosure Statement.** The Disclosure Statement shall

be an addendum to any Purchase Agreement that acknowledges the proximity of the Parkland Estates and Erie Municipal Airports and relative to the purchasers' property.

2. **Oil and Gas Acknowledgement.** Owner acknowledges that multiple oil and gas production/operation facilities are located within and within close proximity to the Property. At the time of Preliminary Plat application, Owner shall provide Erie the following documents for Town approval:
 - a. **Contract Disclosure Statement.** The Disclosure Statement shall be an addendum to any Purchase Agreement that acknowledges the proximity of oil and gas production/operation facilities relative to the purchasers' property.

XII. MISCELLANEOUS PROVISIONS.

- A. **Interpretation.** Nothing in this Agreement shall constitute or be interpreted as a repeal of Erie's ordinances or resolutions, or as a waiver of Erie's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of Erie and its inhabitants, nor shall this Agreement prohibit the enactment or increase by Erie of any tax or fee.
- B. **Severability.** If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. Erie and Owner hereby declare that they would have agreed to the Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.
- C. **Amendments to the Agreement.** This Agreement may be amended, at any time, upon agreement of Erie and Owner hereto. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.

In addition, this Agreement may be amended by Erie and any Owner without the consent of any other Owner as long as such amendment affects only that amending Owner's portion of the Property. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.

- D. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
- E. Indemnification.** Owner agrees to indemnify and hold harmless Erie and Erie's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by Erie in order to effectuate the annexation of the Property, or which are in any manner connected with Erie's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at Erie's option to pay the attorney's fees for defense counsel of Erie's choice for, any such liability, claims, or demands.
- F. Termination.** If the annexation of the Property is, for any reason, not completed then this Agreement shall be null and void and of no force and effect whatsoever.
- G. No Right or Remedy of Disconnection.** No right or remedy of disconnection of the Property from Erie shall accrue from this Agreement, other than provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, Erie shall have no obligation to serve the disconnected property or portion thereof and this Agreement shall be void and of no further force and effect as to such property or portion thereof.
- H. Annexation and Zoning Subject to Legislative Discretion.** Owner acknowledges that the annexation and subsequent zoning of the Property are subject to the legislative discretion of the Town Board. No assurances of annexation or zoning have been made or relied upon by the Owner. In the event that the Town Board, in the exercise of its legislative discretion, does not take any action with respect to the Property herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by the Owner, or disconnection from Erie in accordance with state law, as may be appropriate.
- I. Legal Discretion in the Case of Challenge.** Erie reserves the right to not defend any legal challenge to this annexation, In the event such a challenge occurs prior to any expiration of any statute of limitation, Erie may, at its discretion, choose to legally fight the challenge or allow the challenge to proceed without defense. This does not restrict the Owner from engaging Erie's legal representatives in such a defense, at no cost to Erie.

- J. Application of Town Policies.** Upon annexation, all subsequent development of the Property shall be subject to and bound by the applicable provisions of Erie ordinances, as amended, including public land dedications, provided however, that changes or amendments to the code, after the date of this Agreement shall in no way limit or impair Erie's obligation hereunder, except as specifically set forth in this Agreement.
- K. Amendments to Governing Ordinances, Resolutions and Policies.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon Owner.
- L. Remedies.** It is understood and agreed by the parties that Erie shall have all available remedies for breach of this Agreement in law or in equity, including but not limited to specific performance and damages. In the event of breach or default by Erie, the sole remedy hereunder for Owner shall be the equitable remedies of specific performance or injunction. Owner, its successors and assigns, hereby waive any rights to money damages for any such breach or default.
- M. Legal Fees.** In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this Agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.
- N. Reimbursement for Other Costs.** Owner shall reimburse Erie for any third party costs necessary for the orderly and proper development of the Property, including but not limited to consultant's fees for planning and engineering, and attorney's fees for legal services beyond the normal document review, which is directly linked to the Property.
- O. Avigation Easements.** Owner agrees to provide Erie with an executed avigation easement, attached hereto as "Exhibit E," (which avigation easement shall not be recorded until the Property is annexed to Erie), which provides Erie an easement for the operation of aircraft to and from the Erie Municipal Airport, within the airspace of Owner's property. In the event the annexation of the Property is, for any reason, not completed then such unrecorded avigation agreement shall be deemed to be null and void and shall be immediately returned to Owner.
- P. Oil and Gas Access Roads.** All oil and gas access roads located on the Property will be considered a current obligation between Owner and the oil and gas company(s). Owner shall enter into Surface Use Agreements that shall be recorded against the Property, with the oil and gas companies and mineral rights owners for a relocation plan of wells, future drilling sites, collector lines, tanks and batteries, and access roads. Owner shall be responsible for providing

screening, fencing and road access, in conformance with the Code. Erie shall not be responsible for any maintenance of any current oil and gas access road.

- Q. Cooperation.** Erie and Owner agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
- R. Timely Submittal of Materials.** Owner agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, reports and other documents necessary to accomplish the annexation of the Property and the other provisions of this Agreement.
- S. Compliance with State Law.** Erie and Owner shall comply with all applicable State law and regulations.
- T. Recording of Agreement.** This Agreement shall be recorded in the records of the Weld County Clerk and Recorder.

XIII. COMPLETE AGREEMENT. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this Agreement may be enforced in any court of competent jurisdiction.

[SIGNATURES ON FOLLOWING PAGES]

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

**OWNER:
I & J PARTNERSHIP L.P.**

By: _____
Its: _____
Date: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2014 by Isaac Moradi as _____ of I & J PARTNERSHIP L.P..

My commission expires:
Witness My hand and official seal.

Notary Public

EXHIBITS LIST

- EXHIBIT A – Legal Description
- EXHIBIT B – Annexation Petition
- EXHIBIT C – Annexation Map
- EXHIBIT D – Water Rights Appurtenant to Property
- EXHIBIT E – Avigation Easement
- EXHIBIT F – Conceptual Phasing Exhibit

“EXHIBIT A”

Legal Description

“EXHIBIT B”

Annexation Petition

“EXHIBIT C”

Annexation Map

“EXHIBIT D”

Water Rights Appurtenant to Property.
(Listing of all tributary and non-tributary water rights
attached to the property)

[THERE ARE NO WATER RIGHTS APPURTENANT TO THE PROPERTY]

“EXHIBIT E”

Avigation Easement

GRANT OF PERMANENT AVIGATION EASEMENT AGREEMENT

THIS GRANT OF PERMANENT AVIGATION EASEMENT AGREEMENT is made and entered into this ____ day of _____, 20____, by and between _____, hereinafter and collectively called “Grantor” and the **TOWN OF ERIE, COLORADO**, a Colorado municipal corporation, whose address is P.O. Box 750, Erie, CO 80516, hereinafter called “Grantee”;

WITNESSETH:

WHEREAS, Grantor owns the real property (hereinafter referred to as the “Property”) over, across and through which the Grantee wishes to acquire a permanent, perpetual non-exclusive easement for avigation and aviation purposes, as described in paragraph 1, below;

WHEREAS, the Grantor and the Grantee have agreed to terms and conditions for the grant of the easement to the Grantee and the Grantee’s use and operation of the easement; and,

WHEREAS, the Grantor and the Grantee hereby wish to set forth their agreement and enter into this Grant of Permanent Avigation Easement Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the obligations, covenants and agreements herein set forth, the legal sufficiency of which the parties due hereby acknowledge, the parties hereto agree as follows:

1. Grant of Easement. The Grantor hereby grants to the Grantee an easement and right-of-way for the use and benefit of the Grantee and of the public appurtenant to, over, across and through the property described on “Exhibit A,” which exhibit is attached hereto and incorporated herein by this reference (herein referred to as the “Property”), for the passage of all aircraft (“aircraft” being defined for the purposes of this instrument as any device now know or hereinafter invented, used or designated for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above the surface of Grantor’s Property to an infinite height above said Grantor’s Property, together with the right to cause in said airspace such noise, vibration, and all other effects that may be caused by the operation of aircraft using said airspace for landing at, taking off from, or operating at the Erie Municipal Airport and/or the Parkland Estates airport (herein after referred to as the “Avigation Easement”); and Grantor hereby waives, remises and releases the Grantee from any and all rights or causes of action which Grantor now has or which Grantor may have in the future against the Grantee, its successors and assigns, due to such noise, vibration, and other effects that may be caused by the operation of aircraft landing at, taking off from, or operating at the Erie Municipal Airport and/or the Parkland Estates airport, or the use in general of the Avigation Easement as granted herein.

2. No Structure to Interfere with the Avigation Easement. This Avigation Easement grants and conveys unto the Grantee, its agents, servants and employees, a continuing right and easement to take any action necessary to prevent the erection or growth of any structure, tree or other object into the airspace, or to mark or light as obstructions to air navigation any and all

structures, trees or other objects, that may interfere with the use of the Erie Municipal Airport and/or the Parkland Estates airport, together with the right of ingress to, egress from, and passage over the Grantor's Property for such purpose.

3. No Electrical Interference. The Grantor further agrees that this Avigation Easement and the Property described hereon is subject to a covenant whereby the Property will not hereafter be used or permitted or suffered to use in such a manner as to create electrical interference with navigational signals or radio communications at the Erie Municipal Airport and/or the Parkland Estates airport and aircraft, or which mimics airport lights, or which results in glare affecting aircraft using the Erie Municipal Airport and/or the Parkland Estates airport, or which otherwise endangers the landing, take-off, and passage of aircraft in the vicinity of the Grantor's Property.

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

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

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

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

8. Modification. This Permanent Grant of Avigation Easement shall be modified by a writing only, which writing must be only executed by the parties hereto in order to be effective.

9. Controlling Law. This Permanent Grant of Avigation Easement shall be governed under, and construed pursuant to, the laws of the State of Colorado, and the parties hereto agree to jurisdiction in the Courts of Weld County, Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this PERMANENT GRANT OF AVIGATION EASEMENT as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

GRANTORS:

By: _____

Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed and sworn to before me this _____ day of _____, 2013, by
_____ as _____
_____.

Witness my hand and official seal.
My Commission expires _____.

Notary Public

GRANTEE:
TOWN OF ERIE, a Colorado municipal corporation

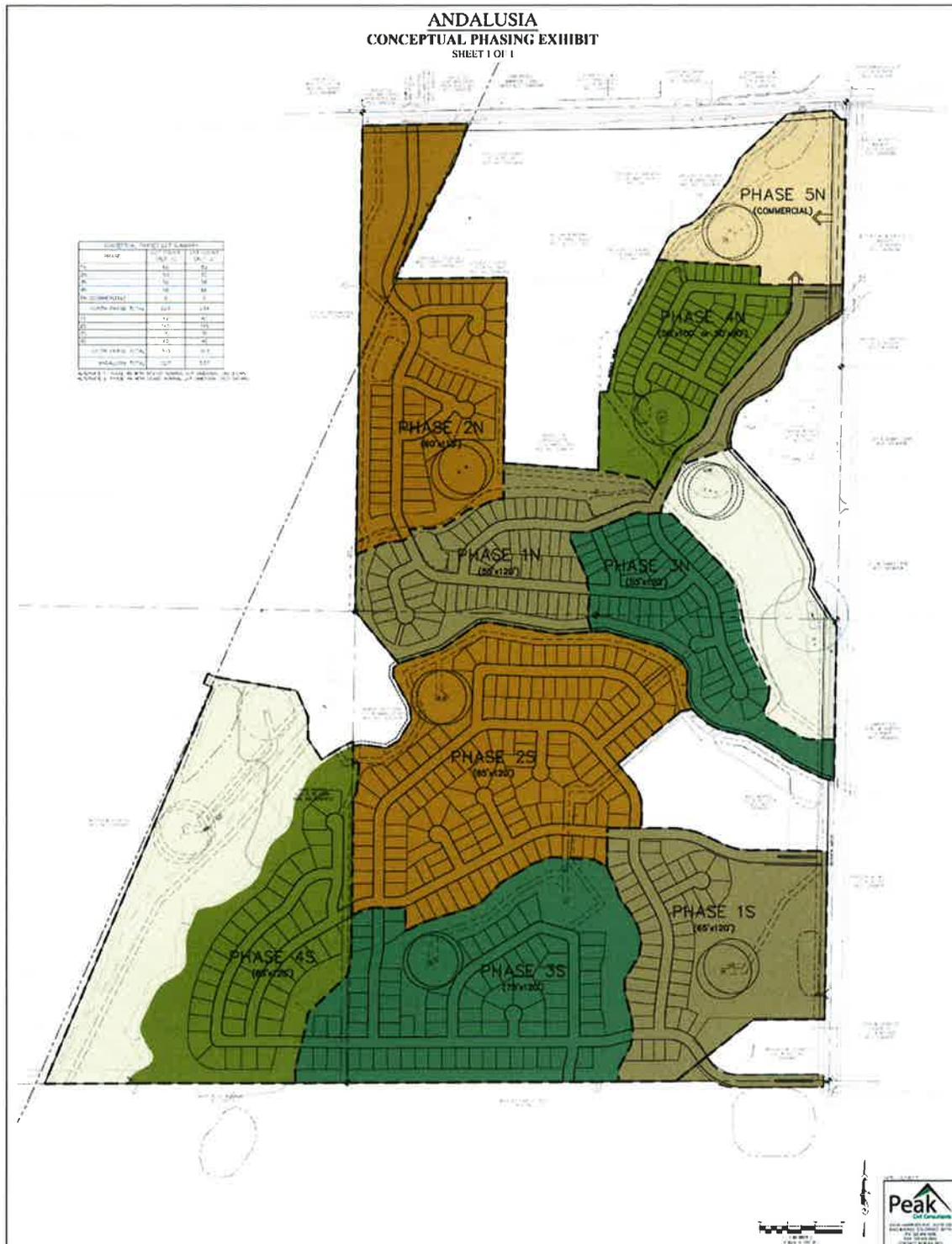
By: _____
_____, Mayor

ATTEST:

By: _____
_____, Town Clerk

EXHIBIT F

CONCEPTUAL PHASING EXHIBIT



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 28, 2014

SUBJECT: **ORDINANCES**
Consideration of Ordinance 06-2014: An Ordinance Zoning The Andalusia Property, Pursuant To The Petition Of The Owners Thereof, To CC – Community Commercial and LR – Low Density Residential, Providing For The Effective Date Of This Ordinance; And Setting Forth Details In Relation Thereto. First Reading.

PURPOSE: A Public Hearing to consider a request for CC – Community Commercial and LR – Low Density Residential zoning as the Initial Zoning on the Andalusia property.

CODE: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: Todd Bjerkaas, Senior Planner

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

STAFF
RECOMMENDATION: Approval of Ordinance 06-2014; an Ordinance Zoning the Andalusia property to CC – Community Commercial and LR – Low Density Residential.

PLANNING
COMMISSION
RECOMMENDATION: Not applicable

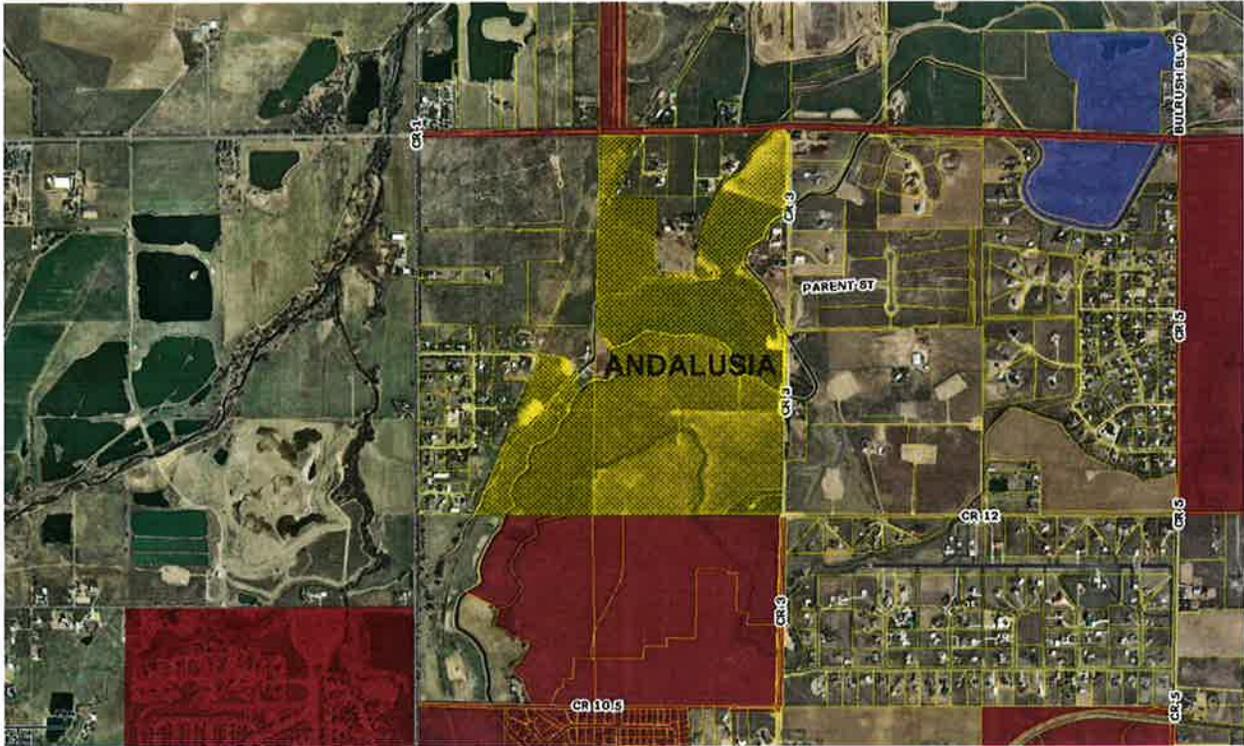
SUMMARY AND BACKGROUND OF SUBJECT MATTER:

GENERAL INFORMATION:

Land Owners: Saeed & Forough Moradi Family Trust, K.A.C. Holdings LLC, a Delaware limited liability company;
Mike & Shahla Moradi Trust;
Katina Moradi Trust;
Albert Moradi Trust;
Caroline Moradi Trust; and
I & J PARTNERSHIP, LLP, a California Limited liability partnership

**Applicant/
Representative:** Jerry Bouldin
3733 Florentine Circle
Longmont, CO 80503
(303) 881-4952

Location: The site is located at the southwest corner of State Highway 52 and Weld County Road (WCR) 3 and is generally described as a portion of Section 6, Township 1 North, Range 68 West of the 6th Principle Meridian. The site is highlighted in yellow below, the incorporated areas of the Town of Erie are shown in red and the incorporated areas of Frederick are shown in purple. The uncolored areas represent lands located in unincorporated Weld County.



BACKGROUND INFORMATION:

In August 2013, the authorized representative of the owners of the Andalusia property filed an application to annex the property into the Town of Erie. On December 10, 2013 the Board of Trustees held a Substantial Compliance hearing on the Andalusia Annexation Petition and accepted the petition through the approval of Resolution 13-160. This resolution established January 28, 2014 as the Public Hearing date for adopting Findings of Fact in favor of the proposed annexation.

Concurrent with the Annexation application, the owner filed an Initial Zoning application with the Town requesting initial zoning of CC – Community Commercial and LR – Low Density Residential for the Andalusia property.

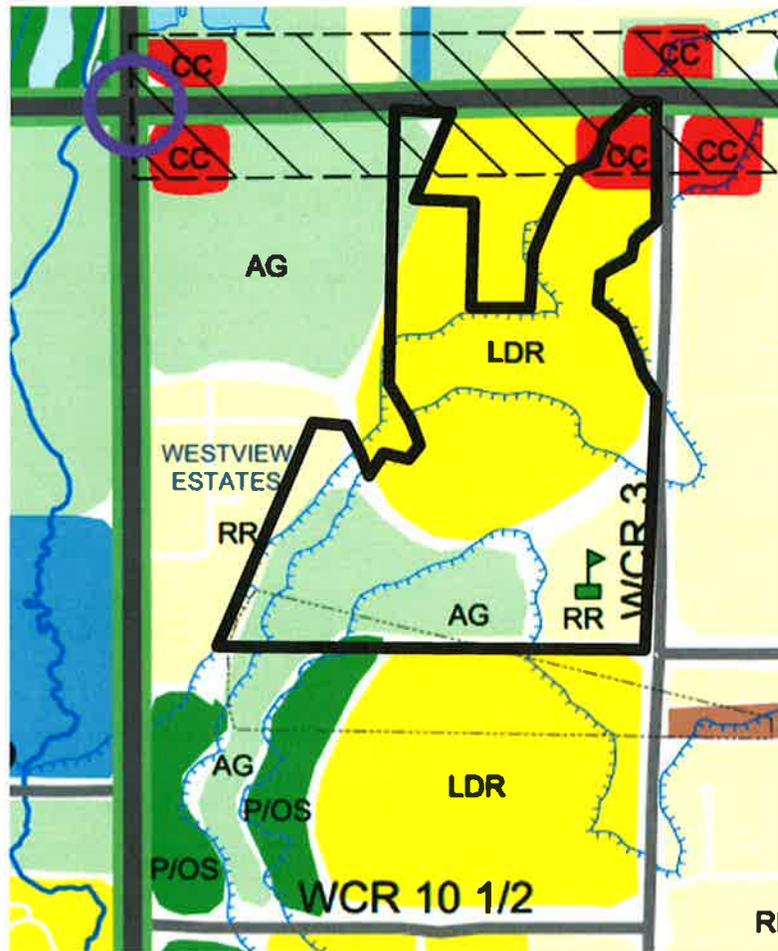
- Existing Zoning:** A – Agricultural (Unincorporated Weld County)
- Existing Land Use:** Vacant land with agricultural and oil/gas operations
- Size:** 318.99 acres
- Proposed Zoning:** CC – Community Commercial (8.4 acres)
LR – Low Density Residential
- Gross Project Density:** 1.9 dwelling units per acre

Adjacent Zoning and Comprehensive Plan Land Use Designations:

| | CURRENT ZONING | ERIE COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION |
|--------------|---|---|
| NORTH | AG/OS – Agriculture/Open Space PLI – Public Lands & Institutions A – Agricultural (Unincorporated Weld County) | RR – Rural Residential CC – Community Commercial |
| SOUTH | SR – Suburban Residential LR – Low Density Residential | LDR – Low Density Residential |
| EAST | PUD – Planned Unit Development (Unincorporated Weld County) A – Agricultural (Unincorporated Weld County) | RR – Rural Residential CC – Community Commercial |
| WEST | R-1 – Low Density Residential (Unincorporated Weld County) A – Agricultural (Unincorporated Weld County) | RR – Rural Residential AG - Agriculture |

2005 Comprehensive Plan Designation:

The Comprehensive Plan land use designations for Andalusia include CC, LDR, AG and RR.



Site Characteristics:

The site is characterized by undulating terrain that gently slopes from the south and central areas to the east, north, and west consisting of native grasses and agricultural fields and multiple oil and gas well facilities. Three irrigation ditches/laterals cross the property from the southwest to the north and east. The few mature trees that exist on the property are located along these ditches/laterals.

Soils and Geology:

Preliminary geotechnical and geological investigations were conducted on the property in 2005 indicating expansive soils and other conditions typical for the area. According to Colorado Geological Survey (CGS) maps the property is not undermined. The 100 year flood plain touches the northwest corner of the property adjacent to State Highway 52.

As part of any future site specific development applications (preliminary/final plats and site plans), more detailed subsurface studies will be required that will be reviewed by appropriate officials prior to final approvals.

Drainage:

Most of the southwestern portion of the site drains to the west property line of the property, while the central, eastern, and northern portions of the site drain to the existing drainage way travelling northwest through the property.

As part of any future site specific development applications (preliminary/final plats and site plans), more detailed drainage studies will be required that will be reviewed by appropriate officials prior to final approvals.

Ecological:

A General Ecological Resource Survey was conducted on the property in 2005 indicating no areas of concern.

PROVISION OF SERVICES AND AMENITIES**Schools:**

The St. Vrain Valley School District (“SVVSD”) Master Plan indicates an elementary school site to be dedicated on the property. The applicant and school district entered into an agreement in 2008 in which the property owners agreed to dedicate a 10 acre school site on the property to satisfy the requirements of the Town’s Intergovernmental Agreement with SVVSD for dedications of lands or payments of a fee-in-lieu of land dedication.

Fire Protection:

The Mountain View Fire Protection District (“MVFPD”) provides fire and emergency medical services to the subject property. MVFPD does not object to the proposal provided future development meets MVFPD requirements.

Police Services:

The Erie Police Department will provide police services to the subject property.

Water and Sanitation:

The Town of Erie will provide both potable water and wastewater services to the property as outlined in the annexation agreement. In addition, the owner may provide a raw water system that would provide irrigation to open space, parks and common areas.

At the time of building permit, raw water fees are collected that allows the Town to purchase water rights ensuring an adequate water supply for potable water services.

Dry Utilities:

Utility service providers for the subject property are Xcel Energy for electric, Source Gas for natural gas, and Century Link for telephone services. Utility easements for these providers will be established as part of final plat approvals.

Street Right-of-Ways:

All proposed streets are required to be constructed to meet the Town’s “Standards and Specifications for Design and Construction of Public Improvements.”

Dedication of internal right-of-ways will be required as part of any final plat approvals. Additional right-of-way dedications will be required for WCR 3, WCR 12, and SH 52. These dedications will occur as outlined in the annexation agreement.

Open Space and Parks:

In the conceptual sketch plan, the applicant is showing 90 acres of private pocket park and open space areas and 44 acres of public open space. Additionally, the applicant is anticipating dedicating a 7 acre Neighborhood Park to the Town and paying a fee-in-lieu of land dedication for the Community Park requirements.

As part of any future site specific development applications (preliminary/final plats), more detailed analysis of the number of units proposed and the parks and open space dedication requirements of the UDC will be reviewed by appropriate officials prior to final approvals

Trails and Connectivity:

The conceptual sketch plan illustrative indicates multiple trails connecting throughout the property. Spine trails as planned for in the Town’s Parks, Recreation, Open Space, and Trails (PROST) Master Plan will be identified during the Preliminary Plat process.

STAFF ANALYSIS AND FINDING’S:

Compliance with Town Standards:

Staff finds the application in compliance with Section 7.4, Initial Zoning, of Title 10 of the Municipal Code.

- 1. **THE INITIAL ZONING WILL PROMOTE THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE;**

Staff Comment: The applicant has adequately demonstrated the carrying capacity of the subject property and that the proposed density can reasonably be accomplished in a manner that will promote the general health, safety and welfare of the general public.

- 2. **THE INITIAL ZONING IS GENERALLY CONSISTENT WITH THE TOWN’S COMPREHENSIVE MASTER PLAN AND THE PURPOSES OF THIS UDC;**

Staff Comment: The proposed zoning districts are in compliance with the Town of Erie Comprehensive Plan recommended land uses.

- 3. **THE INITIAL ZONING IS GENERALLY CONSISTENT WITH THE STATED PURPOSE OF THE PROPOSED ZONING DISTRICT;**

Staff Comment: The proposed zoning districts are consistent with the stated purpose of the requested zone districts in the Municipal Code.

- 4. **ADEQUATE FACILITIES AND SERVICES (INCLUDING STREETS 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 of the above referenced services are available to the subject property. Impacts on existing development, assuring that adequate levels of service are maintained, will be mitigated through subsequent subdivision approval procedures.

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 to the above referenced qualities/conditions are anticipated. The subsequent subdivision approval process will require the mitigation of impacts to these qualities/conditions if and /when they are encountered based on required studies/reports.

6. THE INITIAL ZONING IS NOT LIKELY TO RESULT IN SIGNIFICANT ADVERSE IMPACTS UPON OTHER PROPERTY IN THE VICINITY OF THE SUBJECT PROPERTY;

Staff Comment: No significant adverse impacts are anticipated to properties in the vicinity of the subject property.

7. FUTURE USES ON THE SUBJECT TRACT WILL BE COMPATIBLE IN SCALE WITH USES ON THE OTHER PROPERTIES IN THE VICINITY OF THE SUBJECT PROPERTY; AND

Staff Comment: The Comprehensive Plan designates preferred land uses for all lands within the Towns' Planning Area Boundary. Compatibility between adjacent land uses are considered in determining the preferred land uses. In addition, more detailed goals and polices of the Comprehensive Plan will be addressed through subsequent subdivision approval procedures.

8. THE INITIAL ZONING IS GENERALLY CONSISTENT WITH THE TOWNS' ECONOMIC DEVELOPMENT GOALS AND OBJECTIVES IN BRINGING POSITIVE GROWTH AND SUSTAINABLE REVENUES TO THE TOWN.

Staff Comment: The initial zoning of CC and LR supports the property's future uses in providing commercial properties along the SH 52 corridor with new residential areas in close proximity.

Public Notice:

Notice of this Public Hearing has been provided in compliance with the UDC as follows:

Published in the Colorado Hometown News: January 8, 2014
Property Posted as required: January 7, 2014
Letters to Adjacent Property Owners: January 10, 2014

Staff Recommendation:

Approval of Ordinance 06-2014; an Ordinance Zoning the Andalusia property to CC – Community Commercial and LR – Low Density Residential.

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 06-2014
- B. Andalusia Zoning Map
- C. Application Materials
- D. Referral Agency Summary and Responses

ATTACHMENT A

ORDINANCE NO. 06-2014

Series of 2014

AN ORDINANCE ZONING THE ANDALUSIA PROPERTY, PURSUANT TO THE PETITION OF THE OWNERS THEREOF, TO CC – COMMUNITY COMMERCIAL AND LR – LOW DENSITY RESIDENTIAL; 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 Jerry Bouldin, authorized representative of the owners, 3733 Florentine Circle, Longmont, Colorado, 80503, 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 January 28, 2014; 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 and LR – Low Density Residential 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 and LR – Low Density Residential. All activities conducted on the Property shall be in conformance with the applied zoning as identified in Title 10 of the Municipal Code of the Town of Erie, Colorado.

Section 2. The official zone district map of the Town of Erie, dated November 15, 2013, shall be amended by the designation of the above described Property as CC – Community Commercial and LR – Low Density Residential.

Section 3. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

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, PASSED, ADOPTED AND APPROVED AND ORDERED
PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF
ERIE THIS ___ DAY OF _____, 2014.**

PUBLISHED IN FULL ON THE ___ DAY OF _____, 2014.

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

By: _____
Joseph A. Wilson, Mayor

ATTEST:

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

EXHIBIT A

PLANNING AREA 1 ZONING AREA LR DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST AND SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 6, WHENCE THE SOUTHEAST CORNER OF SECTION 6 BEARS S89°42'40"W, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION;

THENCE S89°42'30"W, A DISTANCE OF 839.81 FEET TO THE POINT OF BEGINNING;

THENCE S89°42'30"W, A DISTANCE OF 1787.55 FEET;
THENCE S89°42'40"W, A DISTANCE OF 1647.93 FEET;
THENCE N22°39'51"E, A DISTANCE OF 2365.48 FEET;
THENCE N67°22'22"W, A DISTANCE OF 50.05 FEET;
THENCE N22°40'04"E, A DISTANCE OF 59.87 FEET;
THENCE S67°25'35"E, A DISTANCE OF 50.09 FEET;
THENCE S80°15'43"E, A DISTANCE OF 443.26 FEET;
THENCE S23°04'58"E, A DISTANCE OF 153.98 FEET;
THENCE S00°15'02"E, A DISTANCE OF 124.61 FEET;
THENCE S33°25'39"E, A DISTANCE OF 134.89 FEET;
THENCE N57°52'44"E, A DISTANCE OF 139.18 FEET;
THENCE N64°36'06"E, A DISTANCE OF 57.25 FEET;
THENCE S00°51'59"W, A DISTANCE OF 24.35 FEET;
THENCE N79°47'10"E, A DISTANCE OF 47.75 FEET;
THENCE S81°35'50"E, A DISTANCE OF 136.58 FEET;
THENCE N58°49'25"E, A DISTANCE OF 77.11 FEET;
THENCE N30°51'40"E, A DISTANCE OF 131.96 FEET;
THENCE N04°53'43"W, A DISTANCE OF 73.50 FEET;
THENCE N27°55'30"W, A DISTANCE OF 195.02 FEET;
THENCE N03°00'50"E, A DISTANCE OF 42.19 FEET;
THENCE N46°57'59"E, A DISTANCE OF 37.17 FEET;
THENCE N72°00'35"E, A DISTANCE OF 248.85 FEET;
THENCE N54°27'25"E, A DISTANCE OF 246.47 FEET;
THENCE N81°49'14"E, A DISTANCE OF 52.31 FEET;
THENCE S80°10'38"E, A DISTANCE OF 385.87 FEET;
THENCE N86°40'18"E, A DISTANCE OF 259.78 FEET;
THENCE S73°57'14"E, A DISTANCE OF 317.00 FEET;
THENCE S56°00'46"E, A DISTANCE OF 134.68 FEET;
THENCE S28°29'02"E, A DISTANCE OF 71.83 FEET;
THENCE S02°27'55"W, A DISTANCE OF 137.37 FEET;
THENCE S24°34'35"E, A DISTANCE OF 72.69 FEET;
THENCE S46°36'55"E, A DISTANCE OF 110.75 FEET;
THENCE S62°06'45"E, A DISTANCE OF 77.59 FEET;
THENCE S76°44'50"E, A DISTANCE OF 157.92 FEET;
THENCE S60°44'15"E, A DISTANCE OF 142.31 FEET;
THENCE S55°43'39"E, A DISTANCE OF 132.96 FEET;
THENCE S63°16'15"E, A DISTANCE OF 182.81 FEET;
THENCE S74°35'40"E, A DISTANCE OF 48.40 FEET;
THENCE S74°35'40"E, A DISTANCE OF 30.98 FEET;

THENCE S89°00'51"E, A DISTANCE OF 30.00 FEET;
THENCE S00°59'09"W, A DISTANCE OF 1310.93 FEET;
THENCE N89°00'51"W, A DISTANCE OF 60.00 FEET;
THENCE S89°42'05"W, A DISTANCE OF 389.95 FEET;
THENCE S51°32'39"W, A DISTANCE OF 543.53 FEET TO THE POINT OF BEGINNING;

CONTAINING 187.29 ACRES MORE OR LESS.

PLANNING AREA 2 ZONING AREA LR DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 6, WHENCE THE SOUTHEAST CORNER OF SECTION 6 BEARS S89°42'40"W, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION;

THENCE S01°03'10"W, A DISTANCE OF 97.77 FEET;
THENCE S88°56'50"E, A DISTANCE OF 30.00 FEET;
THENCE S01°03'10"W, A DISTANCE OF 1075.08 FEET TO THE POINT OF BEGINNING;
THENCE S01°03'10"W, A DISTANCE OF 168.49 FEET;
THENCE N88°56'50"W, A DISTANCE OF 30.00 FEET;
THENCE S56°40'44"W, A DISTANCE OF 288.49 FEET;
THENCE S36°35'52"W, A DISTANCE OF 75.58 FEET;
THENCE S19°07'05"W, A DISTANCE OF 137.44 FEET;
THENCE S41°33'42"W, A DISTANCE OF 79.21 FEET;
THENCE S60°12'47"W, A DISTANCE OF 170.92 FEET;
THENCE S38°34'05"W, A DISTANCE OF 70.07 FEET;
THENCE S15°44'24"W, A DISTANCE OF 139.99 FEET;
THENCE S42°36'21"E, A DISTANCE OF 446.86 FEET;
THENCE S26°39'46"E, A DISTANCE OF 322.56 FEET;
THENCE S08°56'04"E, A DISTANCE OF 50.00 FEET;
THENCE S07°11'03"W, A DISTANCE OF 98.7445 FEET;
THENCE S31°53'13"E, A DISTANCE OF 189.23 FEET;
THENCE S30°18'39"E, A DISTANCE OF 62.72 FEET;
THENCE S00°59'09"W, A DISTANCE OF 851.84 FEET;
THENCE N74°35'40"W, A DISTANCE OF 30.98 FEET;
THENCE N74°35'40"W, A DISTANCE OF 48.40 FEET;
THENCE N63°16'15"W, A DISTANCE OF 182.81 FEET;
THENCE N55°43'39"W, A DISTANCE OF 132.97 FEET;
THENCE N60°44'15"W, A DISTANCE OF 142.31 FEET;
THENCE N76°44'50"W, A DISTANCE OF 157.92 FEET;
THENCE N62°06'45"W, A DISTANCE OF 77.59 FEET;
THENCE N46°36'55"W, A DISTANCE OF 110.75 FEET;
THENCE N24°34'35"W, A DISTANCE OF 72.69 FEET;
THENCE N02°27'55"E, A DISTANCE OF 137.37 FEET;
THENCE N28°29'02"W, A DISTANCE OF 71.83 FEET;
THENCE N56°00'46"W, A DISTANCE OF 134.68 FEET;
THENCE N73°57'14"W, A DISTANCE OF 317.00 FEET;
THENCE S86°40'18"W, A DISTANCE OF 259.78 FEET;
THENCE N80°10'38"W, A DISTANCE OF 385.87 FEET;
THENCE S81°49'14"W, A DISTANCE OF 52.31 FEET;

THENCE S54°27'25"W, A DISTANCE OF 246.47 FEET;
THENCE S72°00'35"W, A DISTANCE OF 248.85 FEET;
THENCE N39°21'34"W, A DISTANCE OF 372.27 FEET;
THENCE N00°52'37"E, A DISTANCE OF 2670.97 FEET;
THENCE N88°48'32"E, A DISTANCE OF 480.96 FEET;
THENCE N89°25'02"E, A DISTANCE OF 94.16 FEET;
THENCE S17°59'27"W, A DISTANCE OF 218.48 FEET;
THENCE 726.73 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID
ARC SUBTENDED BY A RADIUS OF 6721.00 FEET, A CENTRAL ANGLE OF 06°11'43", AND
A CHORD BEARING S26°55' 51"W, 726.38 FEET;
THENCE N89°32'00"E, A DISTANCE OF 610.38 FEET;
THENCE S01°00'46"W, A DISTANCE OF 1019.39 FEET;
THENCE S85°34'36"E, A DISTANCE OF 518.97 FEET;
THENCE N00°57'20"E, A DISTANCE OF 431.19 FEET;
THENCE S88°59'54"E, A DISTANCE OF 44.61 FEET;
THENCE N11°58'59"E, A DISTANCE OF 320.20 FEET;
THENCE N26°06'51"E, A DISTANCE OF 358.61 FEET;
THENCE N26°40'48"E, A DISTANCE OF 243.07 FEET;
THENCE N50°28'33"E, A DISTANCE OF 84.11 FEET;
THENCE N70°51'16"E, A DISTANCE OF 60.24 FEET;
THENCE N52°54'59"E, A DISTANCE OF 83.66 FEET;
THENCE N36°35'20"E, A DISTANCE OF 137.66 FEET;
THENCE S66°02'35"E, A DISTANCE OF 187.92 FEET;
THENCE S50°07'33"E, A DISTANCE OF 98.34 FEET;
THENCE S02°31'13"W, A DISTANCE OF 351.78 FEET;
THENCE S89°44'32"E, A DISTANCE OF 478.43 FEET TO THE POINT OF BEGINNING,
CONTAINING 117.48 ACRES, MORE OR LESS;

PLANNING AREA 3 ZONING AREA COMMERCIAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 1 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF
COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 6, WHENCE THE SOUTHEAST
CORNER OF SECTION 6 BEARS S89°42'40"W, SAID LINE FORMING THE BASIS OF
BEARINGS FOR THIS LEGAL DESCRIPTION;

THENCE S01°03'10"W, A DISTANCE OF 97.78 FEET TO THE POINT OF BEGINNING;

THENCE S88°56'50"E, A DISTANCE OF 30.00 FEET;
THENCE S01°03'10"W, A DISTANCE OF 906.59 FEET;

THENCE N89°44'32"W, A DISTANCE OF 478.43 FEET;
THENCE N02°31'13"E, A DISTANCE OF 351.78 FEET;
THENCE N50°07'33"W, A DISTANCE OF 98.34 FEET;
THENCE N66°02'35"W, A DISTANCE OF 187.91 FEET;
THENCE N36°35'20"E, A DISTANCE OF 94.89 FEET;
THENCE N25°26'18"E, A DISTANCE OF 132.78 FEET;
THENCE N42°56'20"E, A DISTANCE OF 81.73 FEET;
THENCE N47°41'42"E, A DISTANCE OF 281.91 FEET;
THENCE N84°49'01"E, A DISTANCE OF 25.56 FEET;
THENCE N85°23'52"E, A DISTANCE OF 216.66 FEET;
THENCE S44°00'58"E, A DISTANCE OF 70.70 FEET;

THENCE S89°00'58"E, A DISTANCE OF 28.51 FEET TO THE POINT OF BEGINNING,
CONTAINING 11.42 ACRES, MORE OR LESS.

ATTACHMENT B

ATTACHMENT C



TOWN OF ERIE

Community Development Department – Planning Division
645 Holbrook Street – PO Box 750 – Erie, CO 80516
Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

| | | |
|-----------------------|-----------------------|------------------|
| STAFF USE ONLY | | |
| FILE NAME: _____ | | |
| FILE NO: _____ | DATE SUBMITTED: _____ | FEES PAID: _____ |

PROJECT/BUSINESS NAME: ANDALUSIA

PROJECT ADDRESS: WEST OF WCR 3 & SO. OF STATE HWY. 52 & NO. OF WCR 12 ALIGNMENT

PROJECT DESCRIPTION: ANNEXATION & ZONING TO LR & CC TO ALLOW DEVELOPMENT OF A MAX. OF 632 RESIDENTIAL UNITS IN A VARIETY OF LOT SIZES AND ASSOCIATED OPEN SPACE, PARK, AND TRAILS USES, A SCHOOL SITE, AND A COMMUNITY COMMERCIAL AREA

LEGAL DESCRIPTION *(attach legal description if Metes & Bounds)*
Subdivision Name: SEE ATTACHED EXHIBIT 'A'

Filing #: _____ Lot #: _____ Block #: _____ Section: S 1/2 & E 1/2 6 Township: 1 N Range: 68 W

OWNER *(attach separate sheets if multiple)*
Name/Company: MIKE MORADI ETAL & I & J PARTNERSHIP, LP
Contact Person: c/o JERRY BOULDIN
Address: 3733 FLORENTINE CIRCLE
City/State/Zip: LONGMONT, CO 80503
Phone: 303-881-4952 Fax: 303-485-1017
E-mail: JSBOU76@AOL.COM

AUTHORIZED REPRESENTATIVE
Company: KIRBY SMITH & ASSOC. INC.
Contact Person: KIRBY SMITH
Address: 6201 SO. HUDSON CT.
City/State/Zip: CENTENNIAL, CO 80121
Phone: 303-694-9484 Fax: 303-694-9272
E-mail: KSAKIRBY@AOL.COM

MINERAL RIGHTS OWNER *(attach separate sheets if multiple)*
Name/Company: SEE ATTACHED EXHIBIT 'B'
Address: _____
City/State/Zip: _____

MINERAL LEASE HOLDER *(attach separate sheets if multiple)*
Company: SEE ATTACHED EXHIBIT 'B'
Address: _____
City/State/Zip: _____

LAND-USE & SUMMARY INFORMATION

Present Zoning: WELD CO. 'A' AGRICULTURE
Proposed Zoning: 'LR' LOW DENSITY RES., 'PLI' PUB. LAND & INST. & 'CC' COMMUNITY COMM.
Gross Acreage: 316.19

Gross Site Density (du/ac): 1.99 DU/AC.
Lots/Units Proposed: 632 MAX.
Gross Floor Area: 120,000 S.F.

SERVICE PROVIDERS

Electric: XCEL ENERGY
Metro District: T.B.D.
Water *(if other than Town):* _____

Gas: SOURCE GAS
Fire District: MOUNTAIN VIEW
Sewer *(if other than Town):* _____

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES

| | | | |
|--|------------------------|--|-----------------------------|
| ANNEXATION | | SUBDIVISION | |
| <input checked="" type="checkbox"/> Major | \$ 4000.00 | <input type="checkbox"/> Sketch Plan | \$ 1000.00 + 10.00 per lot |
| <input type="checkbox"/> Minor | \$ 2000.00 | <input type="checkbox"/> Preliminary Plat | \$ 2000.00 + 40.00 per lot |
| <input type="checkbox"/> Deannexation | \$ 1000.00 | <input type="checkbox"/> Final Plat | \$ 2000.00 + 20.00 per lot |
| COMPREHENSIVE PLAN AMENDMENT | | <input type="checkbox"/> Minor Subdivision Plat | \$ 2000.00 |
| <input type="checkbox"/> Major | \$ 3000.00 | <input type="checkbox"/> Minor Amendment Plat | \$ 1000.00 + 10.00 per lot |
| <input type="checkbox"/> Minor | \$ 1200.00 | <input type="checkbox"/> Road Vacation | \$ 1000.00 |
| ZONING/REZONING | | <input type="checkbox"/> Road Vacation | \$ 1000.00 |
| <input checked="" type="checkbox"/> Rezoning | \$ 1700.00 + 10.00/ac. | SITE PLAN | |
| <input type="checkbox"/> PUD Rezoning | \$ 1700.00 + 10.00/ac. | <input type="checkbox"/> Residential | \$ 1400.00 + 10.00 per unit |
| <input type="checkbox"/> PUD Amendment | \$ 1700.00 + 10.00/ac. | <input type="checkbox"/> Non-Resi. (>10,000 sq. ft.) | \$ 2200.00 |
| <input type="checkbox"/> Major PD Amendment | \$ 1700.00 + 10.00/ac. | <input type="checkbox"/> Non-Resi. (>2,000 sq. ft.) | \$ 1000.00 |
| <input type="checkbox"/> Minor PD Amendment | \$ 500.00 | <input type="checkbox"/> Non-Resi. (<2,000 sq. ft.) | \$ 200.00 |
| SPECIAL REVIEW USE | | <input type="checkbox"/> Amendment (major) | \$ 1100.00 |
| <input type="checkbox"/> Major | \$ 1000.00 | <input type="checkbox"/> Amendment (minor) | \$ 350.00 |
| <input type="checkbox"/> Minor | \$ 400.00 | VARIANCE \$ 600.00 | |
| <input type="checkbox"/> Oil & Gas | \$ 1200.00 | SERVICE PLAN \$10,000.00 | |

All fees **include** both Town of Erie Planning & Engineering review. These fees **do not include** referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5, COMMUNITY DEVELOPMENT FEES.

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: Jerry Bouldin Date: 8-13-13
 Owner: _____ Date: _____
 Applicant: Jerry Bouldin Date: 8-13-13

STATE OF COLORADO)
 County of Boulder) ss.

The foregoing instrument was acknowledged before me this 13th day of August, 2013, by Leon Jerry Bouldin AKA Jerry Bouldin

My commission expires: July 2, 2017
 Witness my hand and official seal.

Maureen C. Simpson
 Notary Public

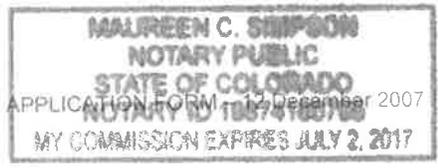


Exhibit 'A'

Andalusia Annexation
Legal Description

A PARCEL OF LAND SITUATED IN SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6 AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO BEAR SOUTH 89°42'30" WEST, SAID LINE FORMING THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION;

THENCE N89°54'46"W, A DISTANCE OF 30.01 FEET;
THENCE N00°59'09"E, A DISTANCE OF 335.99 FEET;
THENCE S89°42'05"W, A DISTANCE OF 389.95 FEET;
THENCE S51°32'39"W, A DISTANCE OF 543.53 FEET;
THENCE S89°42'30"W, A DISTANCE OF 1787.55 FEET;
THENCE S89°49'40"W, A DISTANCE OF 1647.93 FEET;
THENCE N22°39'51"E, A DISTANCE OF 2365.48 FEET;
THENCE N67°22'22"W, A DISTANCE OF 50.05 FEET;
THENCE N22°40'04"E, A DISTANCE OF 59.87 FEET;
THENCE S67°25'35"E, A DISTANCE OF 50.09 FEET;
THENCE S80°15'43"E, A DISTANCE OF 443.26 FEET;
THENCE S23°04'58"E, A DISTANCE OF 153.98 FEET;
THENCE S00°15'02"E, A DISTANCE OF 124.61 FEET;
THENCE S33°25'39"E, A DISTANCE OF 134.89 FEET;
THENCE N57°52'44"E, A DISTANCE OF 139.18 FEET;
THENCE N64°36'06"E, A DISTANCE OF 57.25 FEET;
THENCE S00°51'58"W, A DISTANCE OF 24.35 FEET;
THENCE N79°47'10"E, A DISTANCE OF 47.75 FEET;
THENCE S81°35'50"E, A DISTANCE OF 136.58 FEET;
THENCE N58°49'25"E, A DISTANCE OF 77.11 FEET;
THENCE N30°51'40"E, A DISTANCE OF 131.96 FEET;
THENCE N04°53'43"W, A DISTANCE OF 73.50 FEET;
THENCE N27°55'30"W, A DISTANCE OF 195.02 FEET;
THENCE N03°00'50"E, A DISTANCE OF 42.18 FEET;
THENCE N46°57'59"E, A DISTANCE OF 37.17 FEET;
THENCE N39°21'34"W, A DISTANCE OF 372.64 FEET;
THENCE N00°53'13"E, A DISTANCE OF 1353.95 FEET;
THENCE N00°52'37"E, A DISTANCE OF 1316.75 FEET;
THENCE N88°48'32"E, A DISTANCE OF 480.96 FEET;
THENCE N89°25'02"E, A DISTANCE OF 94.16 FEET;
THENCE S17°59'27"W, A DISTANCE OF 218.48 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 6721.00 FEET AND AN ARC LENGTH OF 726.73 FEET, THROUGH A CENTRAL ANGLE OF 06°11'43" AND A CHORD BEARING OF S26°55'51"W AND A CHORD LENGTH OF 726.38 FEET;

THENCE N89°32'00"E, A DISTANCE OF 610.38 FEET;
THENCE S01°00'46"W, A DISTANCE OF 1019.39 FEET;
THENCE S85°34'36"E, A DISTANCE OF 518.97 FEET;
THENCE N00°57'20"E, A DISTANCE OF 431.19 FEET;
THENCE S88°59'54"E, A DISTANCE OF 44.61 FEET;
THENCE N11°58'59"E, A DISTANCE OF 320.20 FEET;
THENCE N26°06'51"E, A DISTANCE OF 358.61 FEET;
THENCE N26°40'48"E, A DISTANCE OF 243.07 FEET;
THENCE N50°28'33"E, A DISTANCE OF 84.11 FEET;
THENCE N70°51'16"E, A DISTANCE OF 60.24 FEET;
THENCE N52°54'59"E, A DISTANCE OF 83.66 FEET;
THENCE N36°35'20"E, A DISTANCE OF 232.55 FEET;
THENCE N25°26'18"E, A DISTANCE OF 132.78 FEET;
THENCE N42°56'20"E, A DISTANCE OF 81.73 FEET;

THENCE N47°41'42"E, A DISTANCE OF 281.91 FEET;
THENCE N84°49'01"E, A DISTANCE OF 51.12 FEET;
THENCE N85°28'32"E, A DISTANCE OF 191.10 FEET;
THENCE S44°00'58"E, A DISTANCE OF 70.70 FEET;
THENCE S89°00'58"E, A DISTANCE OF 28.51 FEET;
THENCE S88°56'50"E, A DISTANCE OF 30.00 FEET;
THENCE S01°03'10"W, A DISTANCE OF 1363.28 FEET;
THENCE S01°02'46"W, A DISTANCE OF 1385.88 FEET;
THENCE S00°59'09"W, A DISTANCE OF 2537.09 FEET;
THENCE N89°54'46"W, A DISTANCE OF 30.00 FEET;

CONTAINING 14,354,337 SQUARE FEET OR 329.53 ACRES MORE OR LESS.

AND EXCLUDING LOT A RE-1516 UNDER RECEPTION NUMBER 2611753 MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6 THENCE N70°28'41" W, A DISTANCE OF 31.63 FEET TO THE POINT OF BEGINNING;

THENCE N31°50'47"W, A DISTANCE OF 194.22 FEET;
THENCE N07°11'03"E, A DISTANCE OF 98.77 FEET;
THENCE N08°56'04"W, A DISTANCE OF 50.00 FEET;
THENCE N26°39'46"W, A DISTANCE OF 322.56 FEET;
THENCE N42°36'21"W, A DISTANCE OF 446.86 FEET;
THENCE N09°03'16"W, A DISTANCE OF 51.67 FEET;
THENCE N15°44'24"E, A DISTANCE OF 139.99 FEET;
THENCE N38°34'05"E, A DISTANCE OF 70.07 FEET;
THENCE N60°12'47"E, A DISTANCE OF 170.91 FEET;
THENCE N41°33'42"E, A DISTANCE OF 79.21 FEET;
THENCE N19°07'05"E, A DISTANCE OF 137.44 FEET;
THENCE N36°35'52"E, A DISTANCE OF 75.58 FEET;
THENCE N56°40'33"E, A DISTANCE OF 252.15 FEET;
THENCE S01°02'50"W, A DISTANCE OF 1643.58 FEET TO THE POINT OF BEGINNING;

CONTAINING 459,230 SQUARE FEET OR 10.54 ACRES MORE OR LESS.

CONTAINING NET A TOTAL AREA OF 13,895,107 SQUARE FEET OR 318.988 ACRES MORE OR LESS.

Exhibit 'B'

Andalusia

Mineral Owners

None (entitled to notice)

Mineral Leasehold Owners

EnCana Oil & Gas (USA) Inc.
Attn: DJ Land Department
370 17th Street, Suite 1700
Denver, CO 80202

K.P. Kauffman Company, Inc. (KPK)
1675 Broadway, Suite 2800
Denver, CO 80202

Kerr-McGee Oil & Gas Onshore LP
Attn: Land Manager/Wattenberg
1099 18th Street, #1500
Denver, CO 80202



Kirby Smith & Associates, Inc.

August 19, 2013

Revised December 5, 2013

Town of Erie Board of Trustees
645 Holbrook Street
Erie, CO 80516

Re: Letter of Interest - For The Andalusia – Annexation

Dear Members of the Board,

On behalf of the owners of the Andalusia property we hereby request to annex 318.98 acres into the Town of Erie and zone the property from Weld County Agricultural 'A', to Town of Erie Low Density Residential 'LR' and Community Commercial 'CC'. After receiving approval of annexation and zoning the property will be subdivided through the Preliminary and Final Plat processes. If all goes well, it is anticipated that lot sales could commence in 2015.

The property is located immediately west of WCR 3 and south of State Highway 52. This property consists of land that has been farmed for many years. The property's highest points occur along the southern property line paralleling the adjacent Cottonwood Extension Ditch, and the remainder of the land slopes away gently in three directions from there, but primarily to the north and west. Three irrigation canals meander across the property (the Cottonwood Extension Ditch, the Lower Boulder Ditch, and the Boulder And Weld County Ditch), generally following the contours of the land. The primary natural drainage for this area bisects the property from southeast to northwest, across the northern portion of the property.

Primary access to the property is proposed to be provided by three full movement local street intersections from Weld County Road 3 on the eastern portion of the site, and one access from State Highway 52. An additional right-in-right-out access point is also proposed for the commercial area. Internal residential circulation will consist of public local streets. The development is proposed to consist of a maximum of 632 residential dwelling units (including one housing type and two housing type variations), at an overall gross density of 1.99 DU/Ac., and 8.4 acres of community commercial uses at the corner of St. Highway 52 and WCR 3. These proposed land uses are in compliance with the Town's Comprehensive Plan. The requested zoning would allow for development of a high quality residential community, including a total of 142.55 acres (45.0%) for park and open space uses. In addition, a 10 acre elementary school site has been identified for dedication to the Saint Vrain School District. The Town's open space requirements are to be met with several large open space areas and a contiguous open space corridor for the Town of Erie's regional Spine Trail along the western portion of the property. Park dedication requirements are to be met with a combination of land dedications (for a Neighborhood Park and various Pocket Parks along the proposed internal open space corridors) and cash-in-lieu (for Community parks). Within the common open space areas the developer proposes to construct multi-use trails to connect to adjacent properties to the west, south, east and north. Including a portion of the regional trail system (Spine Trail) called for in the Erie Comprehensive Plan.

We feel that this proposed annexation and development will be an asset to the Town of Erie and we look forward to working with the Town's staff and officials to create a diverse well designed neighborhood and supporting commercial uses that will complement the Town's community framework.

Sincerely,

Kirby Smith

ANDALUSIA

Development Proposal Overview Narrative

The narrative that follows contains general development information and describes the existing site conditions and the proposed development for the Andalusia property.

Owners/Applicant/Representative:

Owners/Applicant: Mike Moradi, et al, and
I & J Partnership LP
c/o Jerry Bouldin, Authorized Representative
3733 Florentine Circle
Longmont, CO 80503

Representative: Kirby Smith & Associates, Inc., Mr. Kirby Smith -303-694-9484
6201 So. Hudson Ct.
Centennial, CO 80121

Proposed Development Overview:

1. *The General concept of the development, land uses, character, and zoning.* - The subject property includes 316.19 acres of vacant agricultural land with three irrigation ditches crossing the site. The property is zoned "A" Agricultural, in Weld County. Primary access to the property is proposed to be provided by three full movement local street intersections from Weld County Road 3 on the eastern portion of the subject site and one from St. Highway 52 near the northwest corner of the property. An additional right-in-right-out access point is also proposed for the commercial area in the northeast corner of the property. Primary internal circulation for the residential areas will consist of public local streets (and possibly private alleys in select areas). The Conceptual Sketch Plan proposes 149.22 acres for residential uses (including one housing types and two housing type variations), and 8.4 acres for commercial uses. Initial zoning is proposed as Low Density Residential (LR), at an overall gross density of 1.99 DU/Ac. and Community Commercial. These proposed land uses are in compliance with the Town's Comprehensive Plan. The requested zoning would allow for development of a high quality residential community, including a diverse mix of single family detached lifestyle opportunities. The Conceptual Sketch Plan includes approximately 48 custom home terraced lots of 10,600 to 14,600 sf +; 80 single family lots of 9,000 to 9,2000 sf; 200 proposed 7,800 to 8,000 sf lots; 72 patio homes on 7,000 to 7,200 sf lots; 107 single family homes on 6,300 to 6,600 sf lots; as well as 68 residential lots of 4,500 to 5,000 sf.. In addition 8.4 acres of supporting community commercial uses are proposed along St. Highway 52. The commercial areas are envisioned to allow for various supporting service uses for the nearby residents and those traveling along St. Highway 52. Such businesses may include, but not be limited to, various retail commercial uses, or professional service office uses. The only existing buildings on this property are the small storage or temporary structures associated with oil and gas facilities. Dependent upon required approval processing, development could commence in early 2015, with lot sales commencing later that year. Development and build-out is estimated to occur in approximately 6 phases and be completed with in six to seven years.

2. *The approximate size and type of any common open space and semi-public uses, including parks, recreation areas, school sites and similar uses.* - The Conceptual Sketch Plan proposes to provide a total of 142.55 acres (45.0%) for park and open space uses. In addition, a 10 acre elementary school site (as indicated in the Town's Comp Plan) has been identified for dedication to the Saint Vrain School District. The Town's open space dedication requirement of 29.98 acres is proposed to be met with 44.40 acres consisting of the unencumbered portions of the open space areas along the western portion of the property, including trail corridors which will provide a contiguous route for the Town's regional "spine trail" from the property's south property line to Hwy 52. Park dedication requirements are proposed to be met with a combination of land dedications (7.5 acres or more of Pocket Park - playground or other type of amenity along the proposed open space corridors - 0.88 acres required, and 7.0 acres of neighborhood park - 5.29 acres required) and cash-in-lieu payment, with credit for excess

neighborhood park dedication (1.71 ac.) applied to the Community park requirement (8.82 ac.). Within the various park and common open space areas the developer proposes to construct multi-use trails to connect to adjacent properties to the west, south, east and north. This includes a portion of the regional “spine trail” system called for in the Erie Comprehensive Plan.

3. *The vehicular circulation system of local, collector and arterial streets.* – Vehicular access to the residential portions of this property is planned via three Local Residential street connections to Weld County Road 3, and one to St. Highway 52 in the northwest portion of the site. Most internal vehicular circulation within residential areas will consist of public streets, constructed to Town of Erie standards for Local Street cross sections, within a rights-of-ways of 60 feet. Private alleys may also be used to provide access to select residential areas. Vehicular access to the commercial area will share one full movement intersection at WCR 3 with the residential access and also proposes an additional right-in-right-out access point from WCR 3. Internal circulation within the commercial use area will be provided by private access drives.

4. *Source of public water and sewer systems* – Water and sewer service for the proposed development are proposed to be provided by the Town of Erie. Water service would entail connection of this property to the Town’s current water system. Current Town water system facilities exist within WCR 3 and Hwy 52. The intent would be to extend these water lines to the site to create a looped water system to service the project. Current Town sanitary sewer facilities include a trunk line extending northeasterly along the west property line of this site and extending to Erie’s treatment plant. The intent is to create a sanitary sewer system within the proposed development that will flow into the existing adjacent Town trunk line.

5. *How storm water drainage is to be handled on the site.* – Storm water will be managed according to the Town’s engineering standards. Detention ponds will be constructed, as necessary per Town standards, and water will be released at historic rates. A Phase I Drainage Report is included with this zoning application. A Preliminary Grading and Drainage Report to be prepared with the Preliminary Plat submittal.

6. *Unique natural features within the proposed development.* - This property consists of land that has been actively farmed for many years. The property’s highest points occur along the southern property line paralleling the adjacent Cottonwood Extension Ditch, and the remainder of the land slopes away gently in three directions from there, but primarily to the north and west. Three irrigation canals meander across the property (the Cottonwood Extension Ditch, the Lower Boulder Ditch, and the Boulder And Weld County Ditch), generally following the contours of the land. The primary natural drainage for this area bisects the property from southeast to northwest, across the northern portion of the property.

7. *Commercial mineral deposits and oil and gas facilities are located within the PUD* - Files with the Colorado Geologic Survey (CGS) indicate that this site is located within the Boulder/Weld Coal Field, however no known mine workings were referenced beneath the subject property. Oil and gas drilling windows have been identified and 20 existing oil and gas wells are currently in operation on the site as shown on the plan. Based on existing surface use agreements and previously directionally drilled wells the two unused drilling windows that remain on this site will not have any wells located in them in the future. Existing and proposed Oil and gas well setbacks have been shown at a radius of 150’ on this Sketch Plan, in compliance with the Town Code and Colorado Oil and Gas Commission Regulations, and will be in compliance with all Colorado Oil and Gas Commission Regulations. Mineral Owners are Mike Moradi, et al, and Olde Word Development, LLC; and Mineral Leasehold Owners include Kerr-McGee Rocky Mountain Corp., K.P. Kaufman Co., Inc. and EnCana Energy Resources, Inc.. Surface Use Agreements are currently in place with K.P. Kaufman, a Surface Use Agreement has been negotiated with EnCana and is currently being finalized, and we are in discussions with Kerr-McGee. We anticipate final surface use agreements prior to platting.

ANDALUSIA Assessment Impact Report

The following items are assessed to their impact on the Town of Erie's services.

Water

Current Town water system facilities exist within WCR3 and Highway 52. The intent would be to connect to these water lines to create a looped water system to service the project. The water demands generated by this development are as follows.

Domestic Water Design Criteria:

The domestic water demands were calculated in accordance with the *Town of Erie Standards and Specifications for Design Construction of Public Improvements*. The following criteria were used:

- A. Average daily flow is equal to 140 gallons per person per day for residential.
- B. Average daily flow for the Parks is 2232 GPO/Acre.
- C. Minimum residual pressure during maximum day demand plus fire flow is equal to 20 psi.
- D. Minimum residual pressure during the maximum day or peak hour demand is equal to 40 psi.
- E. Peak hour to average day ratio is 3.9:1 for residential and 6.0:1 for the parks.
- F. Maximum day to average day ratio is 2.6:1 for residential and 2.0:1 for commercial.
- G. For water mains, valves shall be placed no more than 600' apart.
- H. Fire Flow demands are as follows:
 - 1,000 gpm for 1 and 2 family units
 - 1,500 gpm for multi-family units
 - 2,500 gpm for commercial development

Domestic Water Demand

| Unit Type | No. of Units (DU's or Acres) | People/ Units | Equiv. People | Avg Day Demand per Person/Acre (gdp) | Avg Day Demand (gdp) | Max Day Factor | Max Day Demand (gdp) |
|-----------|------------------------------|---------------|---------------|--------------------------------------|----------------------|----------------|----------------------|
| Res. | 632 | 2.67 | 1687 | 140 | 236,242 | 2.6 | 614,228 |
| Comm. | 8.4 | n/a | n/a | 1,651 | 13,868 | 2.0 | 27,737 |
| School | 1 | 525 | 525 | 10 | 5250 | 2.0 | 10,500 |
| Park | 16.5 | n/a | n/a | 2,232 | 36,828 | 2.0 | 73,656 |

Sanitary Sewer

Sanitary sewer will tie into the Town's treatment plant interceptor along Andalusia's West property line. This development is proposing to connect to the Town of Erie's sanitary sewer system and demands generated by this development are as follows.

Sanitary Sewer Design Criteria:

The domestic sanitary sewer loading rates were calculated in accordance with the *Town of Erie Standards and Specifications for Design Construction of Public Improvements*. The following criteria were used:

- A. All pipe capacities are calculated using Manning's Equation (n=0.015).
- B. The minimum pipe size is 8-inch.
- C. To keep cleansing velocities above 2 feet per second (fps), the minimum pipe slopes are as follows: 8"-0.40%; 10"-0.28%; 12"- 0.22%.
- D. Depths of flow do not exceed 80 percent of full capacity.

E. All proposed residential unit flows are based on 2.67 occupants per household and 90 gallons per day per person.

F. Park (P) flows are based on 50 gallons/acre/day.

G. Peak flows are calculated using a maximum peaking factor of 5.

Sanitary Sewer Demand

| Unit Type | No. of Units (DU's or Acres) | People/ Units | Equiv. People | Avg Flow Per Person/Acre (gdp) | Domestic Avg Daily Flow (gdp) | Peak Factor | Peak Flow (gdp) | Peak Design Flow (mgd) |
|-----------|------------------------------|---------------|---------------|--------------------------------|-------------------------------|-------------|-----------------|------------------------|
| Res. | 632 | 2.67 | 1687 | 90 | 151,870 | 5 | 759,348 | 0.759 |
| Comm. | 8.4 | n/a | n/a | 1000 | 8,400 | 5 | 42,000 | 0.042 |
| School | 10.0 | 525 | 525 | 13 | 6,825 | 5 | 34,125 | 0.034 |
| Park | 16.5 | n/a | n/a | 50 | 825 | 5 | 4,125 | 0.004 |

Natural Gas

Natural gas is located in Weld County Road 3. This development proposes to be served by Source Gas. Gas demands generated by this development are as follows.

Gas Design Criteria:

The domestic gas loading rates were calculated in accordance with estimated values utilized for similar developments. It is estimated that each proposed unit will have a 100,000 btu furnace and a 40,000 btu water heater installed, resulting in a demand of 140,000 btu per unit. 632 units are equivalent to 88.5 million btu's for the residential portion of this development.

Electric

Electric is located along Weld County Road 3. United Power will serve the development and demand generated by this development is as follows.

Electric Design Criteria:

The domestic electric loading rates were calculated in accordance with estimated values utilized for the residential portion of similar developments. The following criteria were used:

An estimate of peak electric consumption is 6 Kv-a /unit. 632 units are equivalent to 3792 Kv-a.

Telephone

Telephone service is located along Weld County Road 3. The development is to be served by Century Link Communications.

Schools

The development is within the St. Vrain Valley School District. This development will generate the following number of students and land contribution requirements.

| | | |
|--------------------|--------------------|-------------------|
| Elementary School: | 122 students | 2.32 acres |
| Middle School: | 57 students | 1.87 acres |
| High School: | <u>61 students</u> | <u>2.52 acres</u> |
| | 240 students | 6.71 acres |

Streets

This development will adhere to the Town of Erie's street standards and will align its' streets with adjacent development's streets as appropriate. The Town will provide the maintenance of the streets within the development after construction to Town specifications and acceptance by the Board of Trustees.

Drainage

This development will adhere to the Town of Erie's drainage standards. See Drainage Report for further information.

Law Enforcement

Law enforcement is to be provided by the Town of Erie Police Department.

Fire Protection

The Mountain View Fire Protection District will serve this development. This development proposes to adhere to the Town of Erie's road standards enabling adequate access for the fire district. No special fire district needs are anticipated with this development.

Market Conditions

See Market Feasibility Study by The Genesis Group (under separate cover).

Market Segment - The Andalusia property is located in the Boulder County-Erie submarket which has historically been one of the stronger residential submarkets in the Denver Metro Area. Current and future trends point towards the continued strength in the general location where the property resides. Erie has experienced a steady rate of residential building activity. The most recent building permit data details that as of May 2013, builders within Weld County have pulled a total of 547 permits for single family detached homes. The permit total for 2013 is 135% ahead of 2012. As compared recent years, by the end of April 2013 Erie had issued 100 new permits to date compared to a total of 108 for all of 2011. Major projects such as Vista Ridge and Erie Commons have seen a steady stream of permits issued as these projects have continued to mature.

Andalusia, given its location and variety of lot sizes, is planned to be developed by builders who will build in several "move-up", production, semi-custom to custom home market segments. Other projects in the general vicinity that would be competition in the \$300,000 and above market include Cottonwood Vista, Candlelight Ridge and portions of Vista Ridge. All of these projects are currently developed and are delivering product to the market. By the time Andalusia commences home sales, it is anticipated that these projects will be built-out, or nearly so, leaving less competition for the targeted market segments in near downtown Erie. The proposed commercial area is well located long St. Hwy. 52. Based upon existing and proposed residential development in the surrounding area, in conjunction with the ever increasing pass-by traffic along Hwy. 52 and WCR 3, as well as the lack of competing commercial uses within several miles will make these commercial sites highly desirable.

Conclusion – Andalusia is in a highly desirable location, is easily accessible and is within a highly regarded school district. The property will provide three housing types, and three different housing type variations within several targeted "move-up" markets. Andalusia will be a unique development within Erie as depicted by its location, theme and character. Demand for the types of housing products proposed within Andalusia is expected to remain strong over the long term. As long as favorable market conditions exist, Andalusia is expected to maintain a strong residential absorption rate and support and sustain various commercial uses.

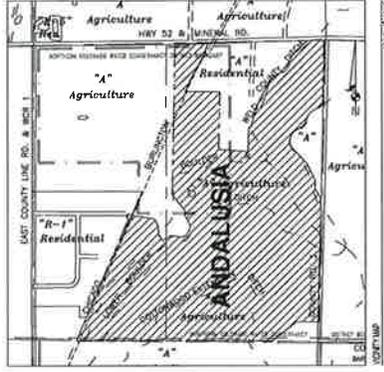
Economic Impact

Revenue to the Town of Erie from this proposed development will come in the form of building permit fees, development fees, use taxes and additional homeowner's property taxes. The Andalusia commercial development will provide additional sales tax revenue to the Town, and the development's resident population will also generate increased retail sales taxes.

ANDALUSIA

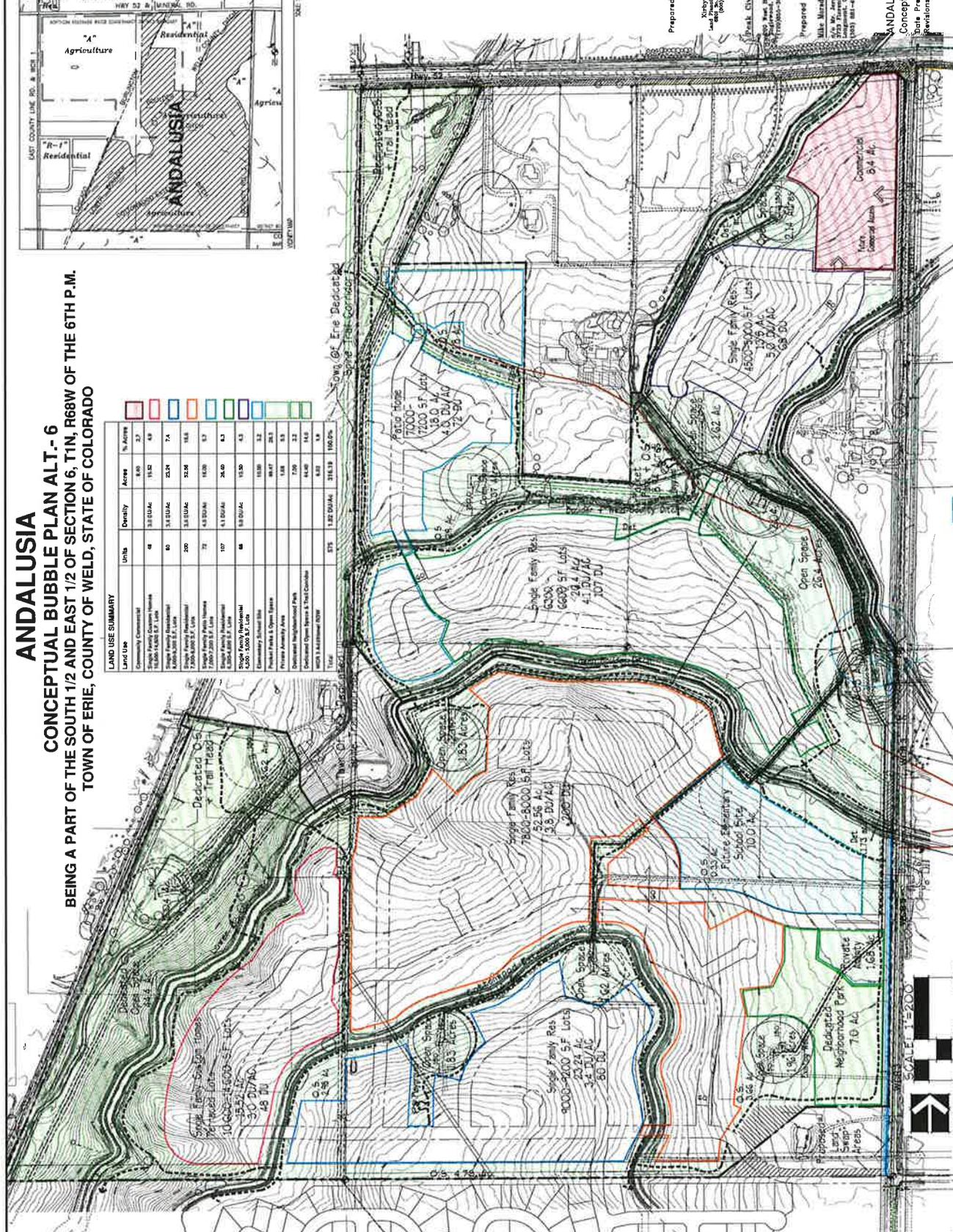
CONCEPTUAL BUBBLE PLAN ALT. - 6

BEING A PART OF THE SOUTH 1/2 AND EAST 1/2 OF SECTION 6, T1N, R68W OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO



LAND USE SUMMARY

| Land Use | Units | Density | Acres | % Area |
|---------------------------------------|------------|-------------------|--------------|---------------|
| Community Commercial | 48 | 3.0/0.04Ac | 16.0 | 3.3 |
| Single Family Attached | 50 | 3.0/0.04Ac | 16.5 | 3.4 |
| Single Family Detached | 200 | 3.0/0.04Ac | 66.7 | 13.6 |
| Single Family Duplex | 70 | 4.0/0.04Ac | 23.3 | 4.7 |
| Single Family Ranch Homes | 107 | 4.0/0.04Ac | 35.7 | 7.2 |
| Single Family Residential | 8 | 8.0/0.04Ac | 26.0 | 5.3 |
| Elementary School Site | | | 15.0 | 3.0 |
| Parkland Parks & Open Space | | | 48.7 | 9.9 |
| Private Amenity Area | | | 1.8 | 0.4 |
| Dedicated Neighborhood Park | | | 7.0 | 1.4 |
| Dedicated Open Space & Trail Corridor | | | 44.0 | 9.0 |
| WATER RESERVE (2008) | | | 4.0 | 0.8 |
| Total | 375 | 1.22 DU/AC | 316.3 | 100.0% |



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ANDALUSIA
 Conceptual Bubble Alt. - 6
 Date Prepared: 12/5/13
 Revisions:



ATTACHMENT D

REFERRAL RESPONSE SUMMARY (2/01)

Project Name/Type/Submittal Date: Andalusia Annexation and Initial Zoning 09-03-2013

| AGENCY | Sent | Rec'd | Comments |
|-----------------------------|-------|-------|--------------|
| ERIE: | | | |
| Com. Dev. | 09/03 | 10/03 | See Letter |
| Parks & Rec | 09/03 | 9/11 | See Letter |
| Public Works | 09/03 | 10/02 | See Letter |
| Public Review | 09/03 | | |
| MTN. VIEW FIRE | 09/03 | 9/18 | See Letter |
| OIL & GAS: | | | |
| Molly S. Buchanan Esq. | 09/03 | | |
| Anadarko Petroleum Com | 09/03 | | |
| Anadarko Petroleum Corp | 09/03 | 9/25 | See Letter |
| K.P. Kaufmann Company | 09/03 | | |
| EnCana | 09/03 | | |
| Kerr-McGee RM Corp | 09/03 | | |
| Kerr-McGee Gathering | 09/03 | | |
| Noble Energy | 09/03 | | |
| SCHOOL DISTRICT: | | | |
| St. Vrain Valley | 09/03 | 10/24 | No conflicts |
| WATER & DITCHES: | | | |
| NCWCD & Subdistrict | 09/03 | 9/06 | No conflicts |



The Town of Erie
645 Holbrook St.
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Erie, CO 80516
(303) 926-2773
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Applicant's Responses

To: Todd Bejerkas – Town of Erie Community Development Department
From: Kirby Smith, Kirby Smith & Assoc., Inc. & Bob Kelsey, Peak Civil Consultants
RE: Applicant's Responses to Town Staff comments
Date: 12/5/13

Memo

To: Kirby Smith
From: Todd Bjerkaas
Date: October 3, 2013
Re: AN-13-00048 Andalusia Annexation and IZ-13-00049 Andalusia Initial Zoning - Community Development Review Comments from Development Review Team Meeting on September 26, 2013.
cc: Jerry Bouldin, Marty Ostholthoff, Gary Behlen, Russell Pennington, Matt Wiederspahn, Jill Wait

Dear Kirby,

Thank you for submitting the Annexation and Initial Zoning applications for Andalusia. The Development Review Team (DRT) met on Thursday, September 26, 2013. In attendance were Community Development, Public Works, and Parks and Recreation. Following are the comments from the meeting that need to be addressed and/or changed for the Annexation and Initial Zoning. Redlines of the annexation, initial zoning, and subdivision concept plan sheets are attached as well for reference. All code references herein are for Title 10-UDC (Code). Note that Public Works and Parks comments are being included under separate cover.

Please provide a written response to each of the comments below with your re-submission.

ANNEXATION

Notebook Section 1 – Land Use Application

1. The application shows Proposed Zoning as LR, PLI, and CC. Please remove the PLI zone district from the Initial Zoning. See Initial Zoning comments. – **Per meeting with staff 11/19/13 PLI zoning to be removed.**
2. The application shows Kinder Morgan as the utility provider of natural gas. Our maps show Source Gas as the purveyor. Please verify. – **Updated as requested.**

Notebook Section 4 – Annexation Agreement

3. Staff is holding a separate internal meeting this week to discuss the details of the proposed Annexation Agreement. Comments are forthcoming. – **Responses to staff's proposed**

Annexation Agreement revisions will be submitted by Cameron Grant under separate cover.

Notebook Section 6 – Impact Report

4. Remove the reference to the Public Land and Institutions (PLI) zone district in the report. See Initial Zoning comments. – **PLI zoning references to be removed.**
5. For the “Municipal Services” section, please verify the providers of electricity, gas, and telephone. Staff understands the providers to be United Power, Source Gas, and CenturyLink respectively. – **Updated as requested.**

Notebook Section 7 – Annexation Map

6. Sheet 1
 - a. Legal Description to be defined by metes and bounds. Include the additional WCR 3 right-of-way, identified in the redlines, in the legal description. – **Updated as requested.**
 - b. The Vicinity Map is illegible in grayscale. Add lines for major roadways that are identified. Also add labels for WCR 5 and WCR 12 and move the WCR 3 label off of the Andalusia boundary hatch. – **Updated as requested.**
 - c. In Note 5, add the percent contiguity of the area to be annexed to the existing Town limits. – **Updated as requested.**
7. Sheet 2
 - a. Add WCR 3 right-of-way into the limits of Andalusia to be annexed as identified in the redlines. – **Updated as requested.**
 - b. The 1”=200’-0” graphic scale of the full size set is not scaling correctly. The plans may have been printed “scaled to fit.” In the resubmittal, please submit scaled hard copies. – **Updated as requested.**
8. Sheet 3
 - a. Add WCR 3 right-of-way into the limits of Andalusia to be annexed as identified in the redlines. – **Updated as requested.**

INITIAL ZONING

Notebook Section 8 – Application

9. The application shows Proposed Zoning as LR, PLI, and CC. Please remove the PLI zone district from the Initial Zoning. If the boundaries of the area to be dedicated to the school district changes, the PLI zone district would require rezoning to adjust those boundaries. However, public schools are a permitted use in the LR district, so a LR zone district over the proposed school site would allow the developer and school district to adjust the school’s boundaries without rezoning. –**PLI zoning to be removed.**
10. The application shows Kinder Morgan as the utility provider of natural gas. Our maps show Source Gas as the purveyor. Please verify. – **Updated as requested.**

Notebook Section 11 – Mineral Interest Ownership for Notification

11. What is the status of the SUAs with each of the three mineral leasehold owners? – **SUA with KP Kaufman has been submitted to the Town previously. SUAs with Anadarko and Kerr Mcgee are in progress and will be provided prior to or with Sketch Plan submittal.**

Notebook Section 12 – Development Proposal Overview Narrative

12. Part 2. The narrative states that the applicant is proposing to receive credit for excess neighborhood park (NP) and pocket park (PP) dedication to be applied to the community park (CP) dedication requirement. If the Town determines a credit is appropriate, standard Town practice for credits are limited to the difference between the NP requirement (identified as 5.29 acres for Andalusia) and the minimum size for a NP of 7 acres. As a result, 1.71 acres could be credited towards the CP requirement of 8.82 acres. Excess pocket parks may not be credited

towards CP requirements. As a result, the Board could consider a fee-in-lieu for the remaining CP dedication requirement of 7.11 acres. Add the required open space and park dedications to the Land Use Summary table on the conceptual bubble plan. – **Updated as requested.**

13. Part 7. The narrative states that 150' oil and gas well setbacks have been shown in the sketch plan. Please note that for future submittals (Sketch Plan, Preliminary Plat, etc.), the buffers will be reviewed for compliance with Surface Use Agreements and the Town's Unified Development Code. – **So noted.**

Notebook Section 16 – Concept Sketch Plan

14. The centerline of the southernmost subdivision entrance on WCR 3 is approximately 400' from the centerline of WCR 12. WCR 3 will be classified as a minor arterial roadway. The Town's Standards and Specifications state that the minimum spacing between intersection centerlines on an arterial is 1,000' (Section 524.00). Please contact the property owner in the southeast corner of the section as well as CDG for Morgan Hill to discuss realigning the southern entrance with WCR 12. Please refer to the Town's redlines for the concept. Benefits of this adjustment include:
 - a. Adequate spacing between intersections on an arterial.
 - b. The existence of 60' of right-of-way along the section line on the south side of the subdivision. – **It's actually 30' each side of section line, and not a fee simple ROW. Applicant to contact CDG and Schmidt regarding dedication of their respective 30'.**
 - c. The relocation of the entry road on the front side of the Schmidt's property rather than the rear.
 - d. The potential for a land swap to give the Schmidt property a larger rear yard and greater distance from adjacent residences.
 - e. A greater amount of Parcel A may be used for the subdivision rather than right-of-way. – **Discussions are underway with the adjacent owners. The applicant will continue to work with the Town staff and adjacent owners to resolve this prior to Preliminary Plat submittal.**
15. The patio homes/terraced duplexes area (18.5 acres) in the southwest portion of the concept plan does not adhere to three of the Town's planning-related documents including the Natural Areas Inventory; the Parks, Recreation, Open Space and Trails (PROST) Master Plan; and the Comprehensive Plan. Please note that staff is still discussing this area of the concept plan, but included below is summary of the three plans along with our initial comments.
 - a. *Natural Areas Inventory.* The southwest section of the annexation area is identified as a High Overall Habitat Quality area (#15) in the Town of Erie's Natural Area Inventory. A portion of this area, between the Lower Boulder Ditch and the west property line, is already shown as open space in the concept plan and is in conformance with the Natural Areas Inventory. However, additional High Quality area is located between the Cottonwood Extension Ditch and the Lower Boulder Ditch west of the section line. This area is not shown with any conservation elements and instead shows patio homes or terraced duplexes occupying the entire area. – **This area is now proposed to contain large lot (10,600-14,600+ sq. ft.) custom home sites; with wide lots and side setbacks greater than the norm; and a significant open space setback along much of the Lower Boulder Ditch frontage. With regard to the Town's Natural Areas Inventory:**
 1. **The area west of the Cottonwood ditch in this area is believed to be one of the areas that was not visited by the consultant when preparing the study;**
 2. **Based on the natural areas ratings for this site 15 verses others (site 19 for example) the wetlands rating were higher for these dryland agricultural fields with ditches traversing them than they were for the primary regional drainage area containing cattails and various other wetland plant species, and area 19**

also serves as a migration or movement corridor; both site 15 and 19 have similar viewshed designations;

3. The development which is proposed in a small portion of site 15 retains a significant 540 ft. to 830 ft. wide open space corridor to the west, along the Lower Boulder and Boulder & Weld Ditches, encompassing over 35 acres; while at the same time preserving a corridor of 125 ft. to over 300 ft. along the Cottonwood Ditch; and

4. In a comparison of the study's summary ratings of the three ditches in this area, the Lower Boulder rated highest with a score of 28, followed by the Boulder & Weld which scored 27, and the Leyener/Cottonwood had a score of 24.

Therefore we believe that the significant open space corridors proposed for the southwest portion of this property serves to preserve the more highly valued areas and allows development on the actively cultivated dryland farm portion of this area.

- b. **PROST Master Plan.** The master plan shows the Town's Spine Trail traversing this section of the property approximately along the Cottonwood Extension Ditch and maintaining a substantial distance away from the Lower Boulder Ditch. The proposed location of the Spine Trail adjacent to the Lower Boulder Ditch is not feasible. – **We have met with the Lower Boulder Ditch Company Board, and are proposing a trail parallel to the ditch, but set back outside of their designated use areas so as not to interfere with their ongoing operations. We also have a trail corridor proposed along the Cottonwood Ditch that extends to the north that would also accommodate the Town's spine trail. We will continue to pursue our discussions with the ditch company and finalize trail location at Sketch Plan and Preliminary Plat.**
- c. **Comprehensive Plan Land Use Plan Map.** This area is called out as Agriculture in the Comprehensive Plan's Land Use Plan Map and there exists Agricultural/Open Space zoned land immediately to the south. The Morgan Hill subdivision is not proposing any development between the Cottonwood Extension Ditch and the Lower Boulder Ditch and is showing a wide open space area along the subdivision's western boundary. – **This area is now proposed to contain large lot (10,600-14,600+ sq. ft.) custom home sites; with wide lots and side setbacks greater than the norm; and a significant open space setback along much of the Lower Boulder Ditch frontage. With regard to the Town's comprehensive and open space potential maps:**
- 1. The Town's PROST Master Plan identified 20% of the Morgan Hill property as potential open space and their development plans propose approximately 37.7% for open space and parks; while the same master plan identified 49.7% of the Andalusia property as potential open space, and our plans propose approximately 45% open space;**
 - 2. The area between the Cottonwood Ditch and the Lower Boulder Ditch on the Morgan Hill property (zoned agricultural/os) is generally only 400 ft. to 500 ft. wide and has a large oil and gas well, separator and storage tank area just above the Cottonwood Ditch to the east, and is therefore a fairly difficult area to access and develop; whereas the area between these ditches on the Andalusia property is significantly wider and better suited for high value development;**
 - 3. The wide open space area along the Morgan Hill subdivision's western boundary contains approximately 38 acres (including the 15.25 ac. ag/open space zoned area); and the Andalusia property proposes a continuation of this similarly wide open space area along its southwestern boundary containing approximately 37 acres.**
- Therefore we believe that the open space areas provided along the southwestern boundary of Andalusia property as well as those open spaces provided**

throughout the property (which will allow for an internal trail system over 5.7 miles long, including approximately 1.5 miles of the Town's Spine Trail) serves to meet the spirit and intent of the Town's goals for open space preservation and enhancement.

- d. In summary, significant portions of the area bound by the Cottonwood Extension Ditch and the Lower Boulder Ditch should preserve substantial open space in accordance with the plans identified above, particularly in the steeper western portions of the above defined area. – **The applicant intends to meet with the Town staff to discuss the comments above in more detail and to illustrate the desire to share in the Town's vision for high quality open space preservation and enhancement, as this project proceeds toward Annexation and Zoning approval and on to the Sketch Plan.**
16. Staff does not believe the proposed trails along the Lower Boulder Ditch are feasible. Please provide an update on discussions with the Lower Boulder Ditch's requirements for trails, parks, and open space in close proximity to the ditch. – **We have met with the Lower Boulder Ditch Company Board, and have met with the each of the other Ditch Companies, and they have agreed in principal to the proposed trail and utility crossings. Our discussions with the Lower Boulder Ditch Company Board are still in progress, and we are proposing a trail parallel to the ditch, but set back outside of their designated use areas so as not to interfere with their ongoing operations. We will finalize our discussions and all necessary crossing agreements prior to the time of preliminary platting.**
17. Provide a trail connection from the Neighborhood Park to the trail and open space network. – **Updated as requested.**
18. Call out the open space and parks area that the applicant is anticipating dedicating to the Town in a different hatch or color. – **Updated as requested.**
19. Some areas of the proposed public open space are located on opposite sides of Oil and Gas Well Buffers. These residual areas should be removed from the dedication calculations. – **Per meeting with staff 11/19/13 oil and gas setback areas can be included in the proposed open space dedication areas, but the setback areas shall not be count toward open space credits.** In addition, access to the oil and gas wells appear to traverse across public open space. Further discussion is needed to resolve open space dedication requirements, maintenance, access, and trail conflicts. – **So noted. To be addressed at Sketch Plan and Preliminary Plat.**
20. Please note that access to wells may not be made off of local streets, cross local streets, and preferably not cross open space trails. – **Per meeting with staff 11/19/13 this is not true. The Town Code states "Subdivision shall minimize the need for access roads to connect to streets with local street classifications".** What routes has the developer provided for access to wells? A well access plan will be required at Sketch Plan (6.14.A.3.b). – **So noted. At Sketch plan we will identify which local streets will be impacted by well access needs and work with the Town staff to determine any increased asphalt section requirements.**
21. The proposed Neighborhood Park appears to count some hatched areas on the south and west portions of the well buffer. The Town will not accept residual areas such as these as dedications. – **Per meeting with staff 11/19/13 oil and gas setback areas can be included in the proposed open space dedication areas, but the setback areas shall not be count toward open space credits. Does this also apply to Neighborhood Park dedication?**
22. The future elementary school site and the neighborhood park should be adjacent to each other and not be separated physically by streets, ditches, oil and gas wells, etc. – **Per meeting with staff 11/19/13 the neighborhood park will remain across the street from the school site.**
23. All the pocket parks are located adjacent to ditches. Of particular concern is the park adjacent to the Lower Boulder Ditch. – **Pocket park locations have been revised as shown on updated Conceptual Sketch/Bubble Plan.**

24. Eliminate the PLI zone district from the zoning map per the earlier comments. The legal descriptions on Sheet 1 will need to be adjusted. – **Updated as requested.**
25. Sheet 1 of the zoning map calls out the different zone districts as Parcels (A, B, C, and D). The use of the word “Parcel” to identify each area infers that the legal descriptions define divisions of land. The Parcel identifiers may also be confused with the existing ownership identified through Parcel A and Parcel B of the ALTA Survey and Title Documents. – **The Zone Districts have eliminated the use of the “Planning Areas 1,2 and 3” descriptions as requested.**
26. The BOARD OF TRUSTEES APPROVAL CERTIFICATE signature block identifies the map as the “Andalusia Annexation Map to the Town of Erie.” Change the title to “Andalusia Zoning Map.” – **Updated as requested.**
27. On Sheet 2, Town-owned property within Town limits that leads to the North Water Reclamation Facility is not shown. Also, the zone district north of Highway 52 is called out as Town of Erie Zone A. Most of that area should be identified as Weld County Zone A. The area leading to the treatment facility is partially Town of Erie Ag/OS and PLI. Please refer to the Town’s zoning map for zoning designations. – **Updated as requested.**

Since review is a cumulative process and dependent on various criteria, we reserve the right to provide further comment(s) and request additional information upon receipt of this requested information. Please do not hesitate to contact me at 303.926.2773 for further clarification or with any questions or concerns that you may have.

Sincerely,

Todd Bjerkaas
Senior Planner

Internal Memo

To: Jill Wait, Parks and Recreation Director

From: Gary Hegner, Parks Superintendent

Date: Wednesday, September 11, 2013

Subject: Andalusia Conceptual Plan Review General Comments

- 1) Show proposed tract ownership and maintenance responsibilities on Preliminary Plat Map.
- 2) Are overages in Open Space and Pocket Park lands sufficient to cover the deficiency in Community Park dedicated acreage (none)?
- 3) There is a trail head showing on the western edge of the property, within the open space. How will this trail head be accessed, due to Lower Boulder Ditch and the railroad property easements? Are there other potential trail head locations which could be utilized (or added) if this location's access proves difficult, such as the pocket park site? The selection of the NW open space parcel adjacent to SH52 is a good choice for the trail head location.
- 4) Potentially up to six (6) playgrounds are shown or may be placed in this project-there are three shown in open space parcels, as well as one each potentially placed at the school site, pocket park and neighborhood park. Staff recommends reducing this number to 3 or 4 sites, regardless of ownership, and utilizing funds towards more amenities such as athletic fields on site. Suggested playground sites include the school, the 7.2 acre pocket park, and one playground located within the west-central open space. If a 4th playground is added, place this in the northwest quadrant of the property to serve homes in that area, as both the school and neighborhood park are located furthest away from this quadrant. Consider eliminating playgrounds adjacent to ditches for safety reasons.
- 5) The neighborhood park is not currently shown connected to the property's trail network. Connect to open space via the southernmost linear 4.52 acre OS.
- 6) Open space near the northernmost street connection to WCR3 is somewhat 'serrate', with alternating open space and home sites. Make this more contiguous, which may allow 1-3 additional home lots in this space.
- 7) One positive comment: There are considerable trails showing within the site, which allow for numerous 'loop trail' opportunities for residents. Remember to follow 5% running slope and 2% cross-slope standards during Preliminary and Final Plat designs.
- 8) Staff recommends that the school site and neighborhood site be contiguous and not separated by a road which could create safety issues.
- 9) Have ditch companies agreed to the crossings shown in the plan?
- 10) Staff recommends consolidating Town owned and maintained open space on the west side of the property with the HOA maintaining all other suggested open space areas.



Applicant's Responses

To: Todd Bejerkas – Town of Erie Community Development Department & Matt Wiederspahn - Town of Erie Dept. Of Public Works
From: Kirby Smith, Kirby Smith & Assoc., Inc. & Bob Kelsey, Peak Civil Consultants
RE: Applicant's Responses to Town Staff comments
Date: 12/5/13

Memo

To: Todd Bjerkaas
From: Matt Wiederspahn, P.E., CFM, Development Engineer
Date: October 2, 2013
Subject: **Andalusia Annexation and Zoning Comments**
CC: Russell Pennington
Wendi Palmer

General Comment:

1. A preliminary utility plan and study for water and sanitary sewer needs to be provided. – **Anticipated Sanitary Sewer and Water Demand Calculations are presented in the Annexation Impact Report. Per meeting with staff 11/19/13, the Preliminary Utility Study may be deferred until Sketch Plan. A water system secondary loop will be investigated at that time, but likely will occur through the Morgan Hill Property to the south.**

Comments for Annexation Map:

1. The legal description should be a metes and bounds description. – **Updated as requested.**
2. A closure report will need to be provided with the next submittal. – **Closure report included with re-submittal, as requested.**
3. This annexation needs to include annexing the WCR 3 right-of-way all the way from Highway 52 to WCR 12. – **Updated as requested.**
4. Please include the following Contiguity Statement on the cover sheet: – **Updated as requested.**

Contiguity Statement:

- Total perimeter of area considered for annexation = _____
 - One-sixth of total perimeter of area = _____
 - Perimeter of the area contiguous with existing town limits = _____
- The total contiguous perimeter is _____ %, which meets or exceeds the 1/6 area required.

Comments for Phase I Drainage Report:

1. Pond B1 is proposed to be on the potential school site. The area for the pond will not be included in the acreage required for the school dedication. – **Pond B1 is not proposed to be within the 10 acre site dedicated to the school district.**

2. There is a note on the Drainage Plan for the channel in Basin ES that states: "This section of improved channel off-site construction shown for information only." This channel will need to be constructed prior to any development in Basins B and F. – ***This section of channel is off-site and not owned by the developer. Per meeting with staff on 11/19/13, this portion of the channel will need further coordination between the Town, off-site landowner, and developer during the subdivision process.***
3. Basin G1 is proposed to outfall into the roadside ditch along Highway 52. Highway 52 is a CDOT highway and any use of their drainage facilities will require their review and approval the drainage design. - ***The applicant will coordinate with CDOT as necessary as the drainage design progresses.***
4. The runoff calculations for Basins C1, C2, and F use values for single family detached residential. However, these basins are being proposed as multi-unit residential on the Concept Sketch Plan.- ***The Concept Sketch Plan has been revised, no multi-family product is anticipated at this time. The runoff calculations don't need to be revised.***
5. The Town follows the Urban Drainage and Flood Control District's (UDFCD) Criteria Manual for the sizing of detention ponds. The guidelines set forth are that empirical calculations can be used for drainage areas up to 90 acres, full spectrum detention calculations can be used for up to 160 acres, and the use of hydrograph flood routing procedures (e.g., using CUHP-generated hydrographs and reservoir routing calculations) used for over 160 acres. The proposed development is 332 acres not including off-site areas and so hydrograph flood routing procedures need to be used. - ***Not any one basin tributary to a proposed detention pond is greater than 160 acres, therefore the UDFCD full-spectrum spreadsheets are acceptable for the preliminary pond sizing presented within the Phase 1 report. Pond hydrograph routing (if necessary) will be completed with subsequent drainage reports. Developed flows from the site are anticipated to be detained prior to discharge into the regional drainageway. The Phase 1 Report accepts the Master Study flows calculated for the regional drainageway, therefore no additional routing is necessary at this stage.***

Comments for Traffic Study:

1. WCR 3 is classified as a minor arterial with a median. Any left turn movements will require turn lanes. In addition, all auxiliary lanes will need to follow CDOT access design standards for a road classification of a NR-B. - ***So noted.***



**Town of Erie, Colorado
Development Referral**

9/3/13

- | | |
|--|--|
| <input type="checkbox"/> Town of Erie Community Development | <input type="checkbox"/> Town of Erie Engineering |
| <input type="checkbox"/> Town of Erie Parks & Recreation | <input type="checkbox"/> Public Review |
| <input checked="" type="checkbox"/> Mountain View Fire Protection District | <input type="checkbox"/> NCWCD & Subdistrict |
| <input type="checkbox"/> Anadarko Petroleum Company | <input type="checkbox"/> Anadarko Petroleum Corporation |
| <input type="checkbox"/> Molly Sommerville Buchanan, Esq. | <input type="checkbox"/> K.P. Kauffman Company, Inc. |
| <input type="checkbox"/> EnCana | <input type="checkbox"/> Kerr-McGee Rocky Mountain Corporation |
| <input type="checkbox"/> Noble Energy | <input type="checkbox"/> St. Vrain Valley School District |
| <input type="checkbox"/> Kerr-McGee Gathering | |

Planner: Todd Bjerkaas **Date:** September 3, 2013
Project: Andalusia **Applicant:** Kirby Smith & Associates
Description: Annexation & Initial Zoning
Location: Southwest Corner of Highway 52 and Weld County Road 3
Legal Description: See Attached Materials

This application is submitted to you for review and comment. Please reply by **Wednesday, September 25, 2013**, so that we may give full consideration to your comments. Any response not received by this date may be deemed to be a positive response to the Town of Erie. Email responses can be sent to tbjerkaas@erieco.gov. If you have any questions about this application, please call 303-926-2773.

- We have reviewed this application and find no conflicts with our interests
 We have reviewed this application and find conflicts with our interests.
 See comments below or attached letter.

Comments:

Signature: *[Handwritten Signature]* **Date:** 9/3/13
Name (Please Print) Luan Penfokl



MOUNTAIN VIEW FIRE RESCUE
9119 E County Line Road • Longmont, CO 80501
(303) 772-0710 • FAX (303) 651-7702

September 18, 2013

Mr. Todd Bjerkaas
Town of Erie Community Development
P.O. Box 750
Erie, CO 80516

Dear Mr. Bjerkaas:

I have reviewed the submitted material pertaining to annexation and initial zoning for the Andalusia project. The property named is within the boundaries of the Mountain View Fire Protection District and receives fire protection from the District. The Fire District does not object to the proposed annexation and subsequent development, provided the development is able to meet the requirements of the Fire District. All applicable codes as they pertain to water supply, fire hydrant locations, street designs, and any other applicable fire code requirements as they pertain to building construction must be met. Based on my review, I have the following comments regarding the plans submitted:

- A minimum fire flow of 1,000 gallons per minute, measured at a residual pressure of 20 pounds per square inch, is required for one- and two-family dwellings not exceeding 3,600 gross square feet. Larger residences require a minimum fire flow of 1,500 gallons per minute and may require more depending on the building size and type of construction as per the International Fire Code.
- A minimum fire flow of 2,500 gallons per minute, measured at a residual pressure of 20 pounds per square inch, is required for a commercial/light industrial subdivisions and may require more depending on the building size and type of construction. Required fire flow may be reduced by changing building types of construction or by installing built-in fire protection, such as a fire sprinkler system meeting the requirements of NFPA 13.
- Construction plans for the utilities, showing the configuration of streets, the location of fire hydrants, the size of water mains and available fire flows will need to be submitted to the Fire District for review and approval.
- Fire apparatus roads must be designed and maintained to support the imposed loads of fire apparatus (75,000 pounds) and must have a surface that provides all-weather driving capabilities. The developer needs to be made aware that all access roads must be approved before building permits and construction may begin.
- All buildings within the subdivision, including single-family residences, shall have a legible address that is clearly visible from the street fronting the property. Address numbers or letters shall contrast with their background.

- Plans for all buildings to be built within the subdivision, with the exception of single family residences, need to be submitted to the Fire District prior to the beginning of construction. All applicable fire codes, as they pertain to buildings and construction, must be met for each individual commercial lot. Final site plans for individual lots will need to be provided to the Fire District for review and approval as development proceeds.
- If there are existing gas/oil wells in the area, they need to be shown on plan submittals. Dedicated public streets shall not be within 75 feet of existing oil/gas wells, and buildings shall be constructed within 100 feet of existing oil/gas wells. Buildings that are classified as a place of assembly, institution or school shall not be constructed within 300 feet of existing oil/gas wells.
- The Fire District reserves the right to make further comments as development proceeds. Should the project be phased, phasing plans will need to be approved by the Fire District.

Nothing in this review is intended to authorize or approve of any aspect of this project that does not comply with all applicable codes and standards. We appreciate being involved in the planning process, should you have any questions please contact me at 303-772-0710 x 15.

Sincerely,



LuAnn Penfold
Fire Marshal

LMP/lp

cc: project file

lp09.03.13

Station #1
9119 Chry Line Rd.
Longmont, CO
80501

Station #3
299 Palmer Ave.
Mead, CO
80542

Station #4
8500 Nwot Road
Nwot, CO
80544

Station #5
10911 Dobbin Run
Lafayette, CO
80026

Station #6
50 Bonanza Dr.
Erie, CO
80516

Station #7
161 Perry Lane
Dacono, CO
80514

Maintenance
100 So. Forest St
Dacono, CO
80514



September 25, 2013

VIA E-MAIL

tbjerkaas@erieco.gov

Town of Erie Community Development Department-Planning Division
Mr. Todd Bjerkaas, Planner
645 Holbrook, P.O. Box 750
Erie, CO 80516

Re: Andalusia Annexation and Initial Zoning Application
Mike Moradi, et al and I & J Partnership LP – Applicants
Township 1 North, Range 68 West, 6th P.M.
Section 6: part of the S/2 and E/2
Weld County, Colorado

Dear Mr. Bjerkaas:

This letter is being sent by Anadarko Petroleum Corporation on behalf of its subsidiary, Kerr-McGee Oil & Gas Onshore LP (“KMG”), to inform you that KMG is the owner of valid oil and gas leases underlying all or portions of Section 6, Township 1 North, Range 68 West in Weld County (“Property”), for which Mike Moradi and others, and also I & J Partnership LP (“Applicants”) are seeking approval of a petition for annexation and an application for initial zoning on the Property. KMG is submitting these comments timely, in accordance with State of Colorado and the Town’s procedural requirements.

KMG’s recorded oil and gas leases are real property interests entitling it to produce oil and gas from the leased lands. KMG has the right to produce from existing wells and to maintain, rework, recomplete, and fracture existing wells to enhance production, and to drill new wells to produce oil and gas, in accordance with applicable Colorado Oil and Gas Conservation Commission regulations and Colorado statutes. KMG’s oil and gas assets have significant value, and the company is consequently concerned about any development, surface use, plan of use, PUD, zoning or rezoning, or other action by the Town that would impair or preclude its ability to continue to produce and develop its leasehold property.

Kerr-McGee requests that the Town require that any future surface development plans for the Property incorporate and designate lands for ongoing and future oil and gas mineral development and expressly provide protection for KMG’s current and future wells, pipelines, gathering lines and related oil and gas facilities and equipment. The Town of Erie has a constitutional obligation to ensure that the property rights of mineral interest owners are

Town of Erie Community Development Department
Planning Division
Andalusia Annexation & Initial Zoning
September 25, 2013
Page 2

accommodated in its land use planning process. Approval of any surface development plan that forecloses the rights of mineral owners may be a compensable taking.

Please note that KMG does not object to the Applicants' Annexation petition and Initial Zoning application; provided that, the Town's approval includes and conforms to the information contained in the Application, reflecting the locations of existing wells and facilities with adequate setbacks. Although KMG does not object to the Application, however, KMG continues to assert its rights to make reasonable use of the surface of the Property to develop its oil and gas leasehold.

As you may know, KMG's preferred practice is to meet with surface owners and attempt to conclude a mutually acceptable surface use agreement. KMG wishes to inform the Town that it is currently in negotiations with the Applicants to negotiate such an agreement.

Please provide this notice letter to the members of the Planning Commission and the Board of Trustees for their consideration at any hearings on the Applications.

KMG reserves the right to make further additional comments on the Applications and any future applications that include all or any portion of the Property.

Please contact me at 303-655-4333 if you have any questions or comments about this matter. KMG hopes to conclude a mutually acceptable surface use agreement with the surface owners of the property and looks forward to working with the Town to accomplish the Town's land use planning goals.

Sincerely,
KERR-MCGEE OIL & GAS ONSHORE LP



Travis Book *TR*
Landman

cc: Kirby Smith & Associates, Inc. – Applicants' Representative
Mike Moradi et al & I & J Partnership, LP c/o Jerry Bouldin – Applicant
Molly Buchanan, Esq
Mike Brotzman – Kerr-McGee Gathering LLC
Wally Grant, Esq./for Applicant



October 24, 2013

Todd Bjerkaas
Town of Erie
645 Holbrook
Erie CO 80516

RE: Andalusia

Dear Todd:

Thank you for referring the Andalusia annexation to the School District. The District has reviewed the development proposal in terms of (1) available school capacity, (2) required land dedications and/or cash-in-lieu fees and (3) transportation/access considerations. After reviewing the above proposal, **the School District supports this proposed annexation.**

Detailed information follows in Attachment A. A land dedication is required with this project. The recommendation of the District noted above applies to the attendance boundaries current as of the date of this letter. These attendance boundaries may change in the future as new facilities are constructed and opened. If you have any further questions or concerns regarding this referral, please feel free to contact me via e-mail at kragerud_ryan@svvsd.org or at the number below.

Sincerely,

Ryan Kragerud, AICP
Planning/GIS

Enc.: Attachment A – Specific Project Analysis
Cash-in-lieu chart

ATTACHMENT A - Specific Project Analysis

PROJECT: Andalusia Annexation

(1) SCHOOL CAPACITY

The Board of Education has established a District-wide policy of reviewing new development projects in terms of the impact on existing and approved school facilities within the applicable feeder system. Any residential project within the applicable feeder that causes the 125% school benchmark capacity to be exceeded within 5 years would not be supported. This determination includes both existing facilities and planned facilities from a voter-approved bond. The building capacity, including existing and new facilities, along with the impact of this proposal and all other approved development projects for this feeder is noted in the chart below.

ERIE ELEMENTARY

| CAPACITY INFORMATION | | | | CAPACITY BENCHMARK* | | | | | | | | | |
|----------------------|-------------------|---------------|-------------|--|------|-------------|------|-------------|------|-------------|------|-------------|------|
| | | | | (includes projected students, plus development's student impact) | | | | | | | | | |
| School Level | Building Capacity | Stdts. Oct-12 | Std. Impact | 2013-14 | | 2014-15 | | 2015-16 | | 2016-17 | | 2017-18 | |
| | | | | Stdts | Cap. | Stdts | Cap. | Stdts | Cap. | Stdts | Cap. | Stdts | Cap. |
| Elementary | 564 | 310 | 122 | 334 | 59% | 383 | 68% | 613 | 109% | 613 | 109% | 671 | 119% |
| Middle (EMS) | 840 | 612 | 56 | 623 | 74% | 614 | 73% | 660 | 79% | 710 | 85% | 781 | 93% |
| High (EHS) | 896 | 758 | 60 | 770 | 86% | 844 | 94% | 891 | 99% | 958 | 107% | 1050 | 117% |
| Total | 2496 | | 238 | 1728 | | 1842 | | 2164 | | 2281 | | 2502 | |

*students from new housing are added according to a 5 year buildout of approved plats within the school feeder.

Specific comments concerning this proposal regarding School Capacity are as follows:

- *Specific Impact* - This application will add 448 SF, 82 Duplex/Triplex, & 102 Townhome/Condo dwelling units and a potential impact of 238 additional students in the **Erie Elementary, Erie Ridge Middle and Erie High School Feeder**.
- *Benchmark Determination* – The high school in this feeder is not projected to exceed the 125% of capacity within 5 years. The School District therefore supports this application.
- *Mitigation Options* - The Town of Erie and the developer should also be aware that the School Board has developed a mitigation policy that would assist in providing capacity for the new students in this subdivision. Under the policy, should an applicant wish to begin construction on a residential development prior to the District's ability to provide additional capacity, the applicant may mitigate the development's impact on the feeder by agreeing to a voluntary, per-unit payment. Funds would be used to provide permanent or temporary capacity within the impacted feeder. The Planning Department would be happy to discuss this type of mitigation for the proposal with either the town or developer.
- *Phasing Plan* – The District would appreciate a phasing plan from the applicant at the time of final plat to more accurately calculate the impacts of this development.

(2) LAND DEDICATIONS AND CASH IN-LIEU FEES

The implementation of the Intergovernmental Agreement (IGA) Concerning Fair Contributions for Public School Sites by the town of Erie requires that the applicant either dedicate land directly to the School District along with provision of the adjacent infrastructure and/or pay cash-in-lieu (CIL) fees based on the student yield of the development. CIL fees provide funds for land acquisition and water rights acquisition, which is only a small component of providing additional school capacity for a feeder. Specific comments regarding land dedications and CIL fees for this referral are as follows:

- *Dedication and/or Cash-in-lieu Requirements* – the developer has dedicated 10 acres for an Elementary School.
- *Number of Units covered by dedication/cash-in-lieu* – The developer has dedicated 10 acres, therefore, dwelling unit credits will be available to this developer.
- *Dedication/Cash-in-lieu Procedures* – *Receipts for dwelling unit credits may be obtained at the time of building permit in the St. Vrain Valley School District Business Office – 395 S. Pratt Parkway, Longmont, CO.*

3) TRANSPORTATION/ACCESS

Transportation considerations for a project deal with bussing and pedestrian access to and from the subdivision. Pedestrian access, in particular, is an important goal of the School District in order to facilitate community connection to schools and to minimize transportation costs. Specific comments for this application are as follows:

- *Provision of Busing* - Busing for this project, under the current boundaries, would most likely be provided at all levels.

Exhibit A

**School Planning
Standards And
Calculation of
In Lieu Fees**

For Town of Erie

| | Number Of Units | Projected Student Yield | School Planning Standards | | | Acres of Land Contribution | Developed Land Value | Cash-in-lieu Contribution |
|---------------------------------|-----------------------|-------------------------------|---------------------------------|--------------------------------|-------------|----------------------------------|----------------------------|------------------------------|
| | | | Student Facility Standard | Site Size Standard Acres | | | | |
| Elementary | 82 | 0.2 16.4 | 525 | 10 | 0.31 | \$80,117 | | |
| Middle Level | 82 | 0.09 7.38 | 750 | 25 | 0.25 | \$80,117 | | |
| High School | 82 | 0.09 7.38 | 1200 | 50 | 0.31 | \$80,117 | | |
| Total | | 31.16 | | | 0.87 | \$80,117 | \$69,372 | |
| Duplex/Triplex Student Yield is | | 0.38 | | | | | \$846 Per Unit | |

Exhibit A

**School Planning
Standards And
Calculation of
In Lieu Fees**

For Town of Erie

| Condo/Townhouse | Number Of Units | Projected Student Yield | School Planning Standards | | Acres of Land Contribution | Developed Land Value | Cash-in-lieu Contribution |
|---------------------------------|-----------------------|-------------------------------|---------------------------------|--------------------------------|----------------------------------|----------------------------|---------------------------------|
| | | | Student Facility Standard | Site Size Standard Acres | | | |
| Elementary | 102 | 0.07 | 525 | 10 | 0.14 | \$80,117 | |
| | | 7.14 | | | | | |
| Middle Level | 102 | 0.04 | 750 | 25 | 0.14 | \$80,117 | |
| | | 4.08 | | | | | |
| High School | 102 | 0.04 | 1200 | 50 | 0.17 | \$80,117 | |
| | | 4.08 | | | | | |
| Total | | 15.3 | | | 0.44 | \$80,117 | \$35,412 |
| Condo/Townhouse Student Yield i | | 0.15 | | | | | \$347 Per Unit |

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 28, 2014

SUBJECT: **STAFF REPORTS**
Development / Design & Construction Open House

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Russell Pennington, Deputy Director of Public Works
Wendy Palmer, Public Works Construction Engineer
Kris McDaniel, Public Works Coordinator

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 Public Works Department will host its annual Open House at the Erie Community Center 4:00pm to 6:30pm on Thursday February 6, 2014 in the Briggs Room.

Staff will be available to answer questions regarding current approved projects in the 2014 budget & any potential future projects, as well as current & future developments.

The purpose of this event is for Erie citizens to see what developments and capital projects are scheduled throughout Erie.

Some of the projects that will be on display include:

- Street Maintenance Program
- County Line Road Sidewalk
- State Highway 7 Sidewalk
- HSPS Generator Upgrade at Water Treatment Facility
- Membrane Replacement at Water Treatment Facility
- Zone 3 Water Storage Tank
- Vista Ridge Commercial Access
- Splash Pad Renovations

Board Goal

This serves the Board's goal for Communication – Create and promote fluid communication between government and citizens 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. None

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 28, 2014

SUBJECT: **STAFF REPORTS**
 Leon A. Wurl Service Center Solar Results Update

DEPARTMENT: Public Works
PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Raelynn Ferrera, Public Works Coordinator

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:

On December 18, 2010, the Town activated its 95.2 kW photovoltaic (PV) solar array on the Leon A. Wurl Service Center. Since its activations, the PV Solar array has generated 405,753.00 kWh.

June 2011 was the peak month generating 16,712 kWh and December 2011 was the lowest producing month generating 997 kWh. The system is producing an average of 135,251kWh per year, which exceeds the expected production of 127,421kWh.

Since activating the system, enough energy has been generated to save 2,316 60-watt light bulbs and 32,865 gallons of fuel.



Staff Review:

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

Approved by:


A.J. Krieger
 Town Administrator

ATTACHMENTS:

None

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: January 28, 2014

SUBJECT: **STAFF REPORT**
Compass – Early Grading and Stormwater Quality Permit

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Matthew Wiederspahn, Public Works Development Engineer

FISCAL INFORMATION: Cost as Recommended: N/A

Balance Available:

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

New Appropriation Required: Yes No

STAFF RECOMMENDATION: None

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Compass Preliminary Plat was presented at the November 12, 2013 Board meeting. The area identified as Phase I in the Compass Preliminary Plat is proposed to be Compass Filings 1 and 2.

The applicant desires to begin grading activities in Compass Filings 1 and 2 prior to plat approval so that infrastructure installation can begin as soon as the plat is approved. Grading will also begin on the off-site utilities east of County Line Road.

Staff has reviewed the grading plans and is working with the developer to minimize drainage impacts to adjacent properties. Staff will issue the Grading and Stormwater Quality Permit prior to final subdivision approval with the condition that it is at the developers risk and does not constitute approval of the final grading plan. Grading activities are expected to begin as early as January 29, 2014. To be in conformance with the grading and stormwater quality permit, if the Compass Filings 1 and 2 final plats have not been approved upon completion of the grading activities, the site will be stabilized by mulching and temporary seeding.

Staff Review:

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

Approved by:

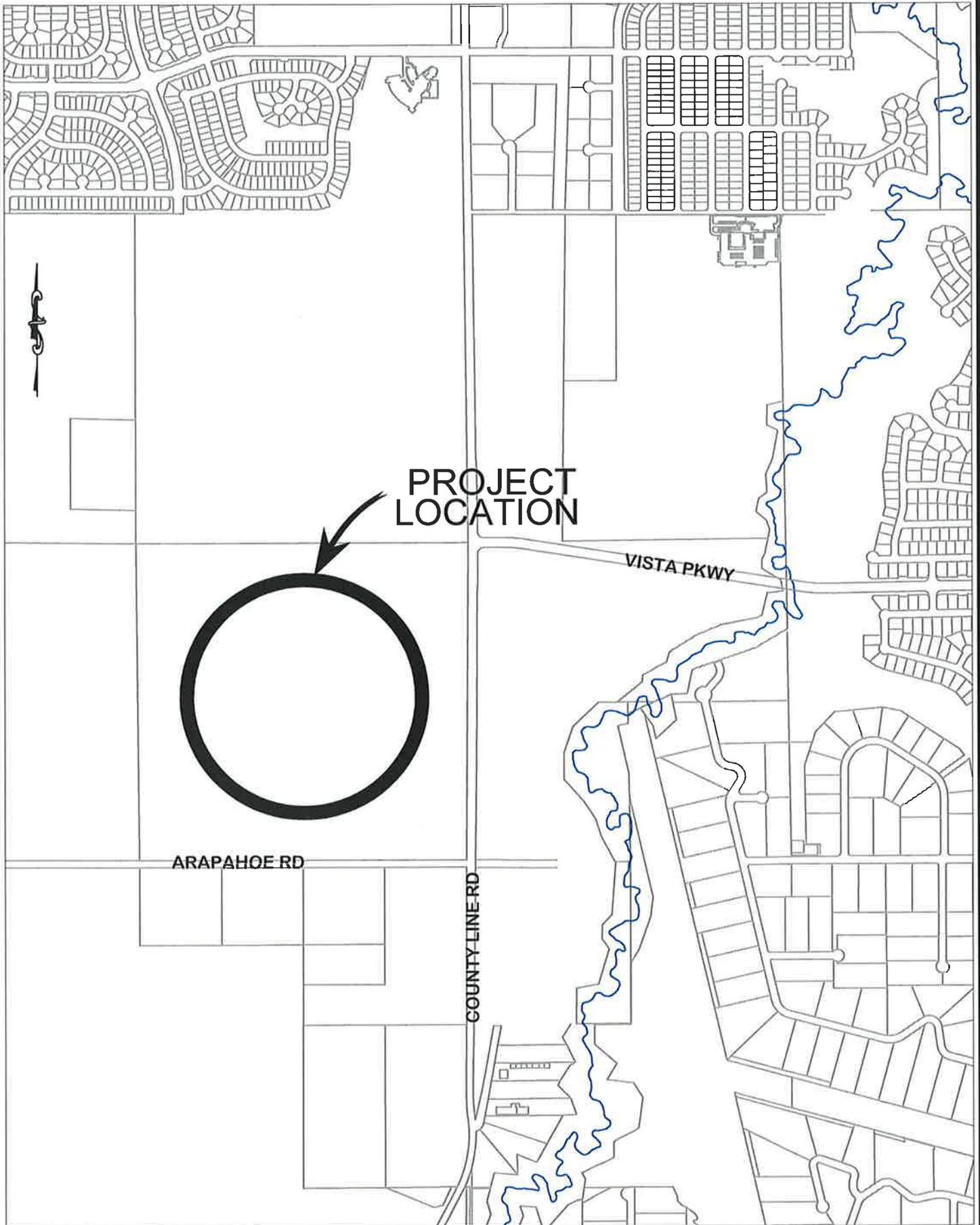


A.J. Krieger
Town Administrator

ATTACHMENTS:

A. Vicinity Map

COMPASS EARLY GRADING PERMIT



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: January 28, 2014

SUBJECT: STAFF REPORTS
FEMA Update
DEPARTMENT: Public Works
PRESENTER/PREPARER: Gary Behlen, Director of Public Works
Raelynn Ferrera, Public Works Coordinator

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:

Following the September 2013 flood event the Town has been working to reestablish effected areas. After evaluating the damage town staff has compiled a list of over 40 projects, including road and trail repair, debris removal and pedestrian bridge repairs. Town staff is now working with FEMA to write all the affected areas into a project.

The projects will fall into one of the following categories:

Category A: Debris removal

Category B: Emergency protective measures

Categories C-G are all permanent work :

Category C: Road Systems and Bridges

Category D: Water control facilities

Category E: Public buildings and contents

Category F: Public utilities

Category G: Parks, recreational, and other Items

Town Staff has submitted documentation to FEMA for Category A and B for review, and final submittal for Category B has been submitted to the state for about \$28,500. Based on 75% from FEMA and 12.5% from the State, the Town is estimated to receive a reimbursement of 87.5% of our costs.

Permanent work projects are underway, most are in the planning stage. Town staff will begin working with FEMA to write the project worksheets based on received bids and or estimates.

Completed Projects:

Category A work – All the debris removal at drop structures, on pedestrian bridges and trails was completed in-house by town staff.

Category C work – WCR10.5, 10, 7, 12, 111th Street, Arapahoe Road were cleared of debris, re-shouldered and open.

Pedestrian Bridges – Have been inspected and most are available for use.

Cemetery -- Several sink holes have been filled.

Projects that have been Bid-Out: Erie Commons Irrigation Pond and the North Water Reclamation Facility Reuse Reservoir.

Projects that are in the planning stage: Vista Parkway Bridge, Rock Creek Trail Pedestrian Bridge Repair and Coal Creek Rock Creek Trail Repairs.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

None