

TOWN OF ERIE  
BOARD OF TRUSTEES REGULAR MEETING <sup>1</sup>  
Tuesday, August 25, 2015  
STUDY SESSION START TIME 5:45 PM  
REGULAR MEETING START TIME 6:30 PM  
Erie Town Hall, 645 Holbrook Street, Erie, CO 80516

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

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REGULAR MEETING 6:30 PM IN THE BOARD ROOM

I. CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

III. APPROVAL OF THE AGENDA

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

- a. Approval of the August 11, 2015 Meeting Minutes
- b. Approve Letter of Support for the Northern Integrated Supply Project
- c. Resolution 15-111; A Resolution Approving a Memorandum of Understanding Between the Town of Erie and the St. Vrain Valley School District Re-1J for a School Resource Officer
- d. Resolution 15-112; A Resolution Approving an Agreement with Urban Drainage and Flood Control Regarding Final Design, Right of Way Acquisition and Construction of Drainage and Flood Control Improvements for Coal Creek from County Line Road to Kenosha Road

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

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

VII. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

CANYON CREEK

- a. Ordinance 20-2015; An Ordinance of the Town of Erie, b Colorado, Approving Canyon Creek Planned Development Amendment No. 9; Making Findings Supporting Canyon Creek Planned Development Amend No. 9; and Setting Forth Details in Relation Thereto (SECOND READING)
- b. Resolution 15-101; A Resolution by the Board of Trustees of the Town of Erie, Colorado Approving the 4 Corners Pre-Development Agreement (Continued from the August 11, 2015 Regular Meeting)

BRIDGEWATER

OPEN PUBLIC HEARING

- c. Ordinance No. 22-2015; An Ordinance Of The Town Of Erie, Colorado, Regarding The Bridgewater PUD Overlay Map – Amendment No. 3, Adopting Certain Findings Of Fact And Conclusions Favorable To The PUD Overlay Rezoning. (First Reading)

CLOSE PUBLIC HEARING

- d. Resolution 15-108; A Resolution of the Town of Erie Approving the Subdivision Plat for Bridgewater Master Subdivision Amendment No. 1 (Staff is requesting continuation to the September 8, 2015 meeting)

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

PUBLIC HEARING

OPEN PUBLIC HEARING

- a. Resolution 15-109; A Resolution of the Town of Erie Approving the 232 Metropolitan District Service Plan

CLOSE PUBLIC HEARING

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

NONE SCHEDULED

X. OIL AND GAS

PUBLIC HEARINGS

OPEN PUBLIC HEARING

- a. Ordinance No. 21-2015; An Ordinance Of The Town Of Erie, Colorado, Repealing The June 2015 Title 10 Unified Development Code; Adopting By Reference The August 2015 Title 10 Unified Development Code; Providing For The Effective Date Of This Ordinance; Setting Forth Details in Relation Thereto; And, Declaring an Emergency Therefore. (ADOPT ON AN EMERGENCY)

CLOSE PUBLIC HEARING

- b. Resolution 15-98; A Resolution Approving an Oil and Gas Operator Agreement with EnCana Oil and Gas (USA), Inc.

XI. GENERAL BUSINESS (This agenda item is reserved for matters that are ready for Board action, and do not fit into other categories, i.e. resolutions, ordinances...)

NONE SCHEDULED

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

NONE SCHEDULED

XIII. 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

XIV. EXECUTIVE SESSION

- a. EXECUTIVE SESSION specifically, for discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; specifically, to discuss the annual performance evaluation of Town Administrator A.J. Krieger.

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, August 11, 2015**  
**6:30 p.m.**  
**Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516**

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**I. CALL MEETING TO ORDER**

Mayor Harris called the July 28, 2015 Regular Meeting of the Board of Trustees to order at 6:30 p.m.

**II. PLEDGE OF ALLEGIANCE AND ROLL CALL**

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

**III. APPROVAL OF THE AGENDA**

Action: Trustee Schutt moved to approve the August 11, 2015 Town of Erie Board of Trustees Meeting Agenda; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

**IV. CONSENT AGENDA**

- a. Approval of the July 28, 2015 Meeting Minutes
- b. Resolution 15-105; A Resolution Adopting A Drought Mitigation Plan
- c. Resolution 15-106; A Resolution Approving Storm Sewer Repair in Vista Ridge

Action: Trustee Charles moved to approve the August 11, 2015 Consent Agenda; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with the following Roll Call vote:

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

## V. PROCLAMATIONS AND PRESENTATIONS

### a. **Parks and Recreation Presentation - Leadership Camp Kids Video**

The Parks and Recreation Department would like to recognize the efforts of the Trailblazers Leadership Camp Director, Adrienne Barlow and the participants of this program offered at the Erie Community Center. The Trailblazer's Leadership Camp is a program that strives to help participants meet their full potential as young leaders. The program is open to pre-teen's ages 12-14. Each week, the program focuses on a different concentration, including building confidence, problem solving, team building, goal setting and community involvement. Participants also get to take part in the best parts of summer camp - swimming and rock climbing at the ECC in addition to going on field trips on Thursdays.

Some of the projects this summer included:

- Assisting the Parks Division mulch trees in Town parks
- Serving as junior counselors on Camp Erie field trips
- Volunteering at Sister Carmen Community Gardens composting, harvesting and building
- Planning and organizing a food drive that collected 578 items weighing over 350 pounds

### b. **Communicator Awards-Town of Erie Government Website-Award of Distinction Inside Erie "Water" Edition – Award of Distinction**

Town of Erie Website: As the online gateway to the Town of Erie, the new [www.erieco.gov](http://www.erieco.gov) is a more welcoming, informative and easier to navigate local government website - that doesn't look like a government website. Since its launch in June of last year, the site has enjoyed an approximately 24% increase in Unique Site Visits and a 34% decrease in Total Page Visits. Our customers are getting to where they want to go in fewer clicks. Inside Erie "Water" Edition: Nationwide, many utilities are grappling with the problem of aging infrastructure. Fortunately, as Erie is a younger community, our water customers enjoy the benefits of our newer - state of the 31st infrastructure. And at the heart of that infrastructure is the Lynn R. Morgan Water Treatment Facility. The "Water" edition of Inside Erie shows where Erie's water comes from and what it takes to deliver it to our community. The Communicator Awards is an international awards program recognizing marketing and communications. Founded two decades ago, The Communicator Awards is sanctioned and judged by the Academy of Interactive & Visual Arts (AIV A), an invitation-only group consisting of professionals from media, communications, advertising, creative and marketing firms. The Communicator Awards receives over 6,000 entries from companies and agencies of all sizes, making it one of the largest awards of its kind in the world.

## VII. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

### PUBLIC HEARING

#### a. **Ordinance 20-2015; An Ordinance of the Town of Erie, Colorado, Approving Canyon Creek Planned Development Amendment No. 9; Making Findings Supporting Canyon Creek Planned Development Amend No. 9; and Setting Forth Details in Relation Thereto**

The proposal for the Canyon Creek Filing No. 10 portion of the Canyon Creek PD is to designate three Principal Land Uses: 14.55 acres of CC-Community Commercial; 19.74 acres of HR-High Density Residential; and, 12.32 acres of MR-Medium Density Residential.

## **LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)**

The Canyon Creek PD Amendment No. 9 CC-Community Commercial Land Use, HR-High Density Residential Land Use, and MR-Medium Density Residential Land Use will follow the Unified Development Code Table of Permitted Uses in CC-Community Commercial, HR-High Density Residential, and MR-Medium Density Residential zone districts.

PD Amendment No. 9 will allow Single Family Detached – Patio homes as a use by right, with the same architectural design guidelines as were adopted in Canyon Creek Filing No. 9 for the Boulder Creek Neighborhoods patio home development, within the HR-High Density Residential Land Use and MR-Medium Density Residential Land Use.

Additionally, within 200 feet of the existing single family homes in Canyon Creek Filing 5, the applicant has proposed that the housing be restricted to alley loaded single family patio homes or duplexes. This will ensure an appropriate housing transition from the existing single family homes to the new development in Filing 10.

**Action:** Trustee Carroll recused herself from this Agenda Item, siting a conflict of interest. Her residence is within 300 feet of this project.

**Action:** Mayor Harris opened the public hearing for Ordinance 20-2015 at 6:44 p.m. Prior to taking evidence or testimony the Mayor got an affirmation that the evidence and or testimony from those wishing to give it was true.

Justin McClure, RMCS, 21 South Sunset Street, Longmont, CO. presented on behalf of the applicant.

Kristen Hepp Salto, 451 Graham Circle, Erie, Co. provided public comment, expressing concern regarding light pollution from this project.

**Action:** Following Board discussion and questions, Mayor Harris closed the Public Hearing for Ordinance 20-2015 at 8:05 p.m. This was the first reading of Ordinance 20-2015 and it will be returned for Board action at the August 25, 2015 Regular Meeting.

### **b. Resolution 15-101; A Resolution by the Board of Trustees of the Town of Erie, Colorado Approving the 4 Corners Pre-Development Agreement**

The Resolution provided for the Board of Trustees authorizes Town officials to accept, and to sign the 4 Corners Pre-Development Agreement. The Pre-Development Agreement addresses the current development proposal for residential and commercial development of the property, as illustrated in the Canyon Creek PD Amendment No. 9 application and the Canyon Creek Filing No. 10 Sketch Plan application that is being reviewed concurrently with the Pre-Development Agreement.

**Action:** Trustee Schutt moved to continue Resolution 15-101 to the August 25, 2015 regular Meeting; the motion was seconded by Trustee Charles. The motion carried with all present (Trustee Carroll was recused) voting in favor thereof.

### **c. Review and Comment - Canyon Creek Filing No. 10 Sketch Plan Review**

The applicant named Canyon Creek Filing No. 10 as "4 Corners" in the Sketch Plan application. The Sketch Plan illustration represents a mix of housing types and commercial development that could develop on the property based on the Canyon Creek PD Amendment No. 9 application that is being reviewed concurrently with this Sketch Plan application. The Sketch Plan is not part of a formal application for approval of a subdivision and any comments made by the Town in reaction to a Sketch Plan shall not be binding on the Town's consideration of any subsequent Preliminary or Final Plat application, nor result in a vested property right under this UDC or State Statute. Since the Sketch Plan is conceptual only, there are no lapse provisions applicable.

**Action:** Mayor Harris called for a break at 8:06 p.m. and reconvened the meeting at 8:19 p.m.

## VIII. RESOLUTIONS

### PUBLIC HEARING (continued from the July 28, 2015 Meeting)

- a. **Resolution 15-92; A Resolution by the Board of Trustees of the Town of Erie, Colorado Approving the Vista Ridge Filing No. 14 Minor Subdivision Plat with Conditions; Accepting Dedications as Shown on the Vista Ridge filing No. 14 Minor Subdivision Plat; Adopting Certain Findings of Fact and Conclusions Favorable to the Approval, Acceptance of the Dedications Contained Therein, and Setting Forth Details in Relation Thereto.**

Minor subdivision plats for non-residential lots require Board of Trustee approval with public hearings before the Planning Commission and Board of Trustees. Town staff has reviewed the Vista Ridge Filing No. 14 Minor Subdivision Plat and Construction Drawings for Vista Ridge Filing No. 14 and have found them to be in compliance with the Town Municipal Code and the Standards and Specifications for the Design and Construction of Public Improvements. The Vista Ridge Filing No. 14 minor subdivision plat consists of 6 commercial lots and 3 future development tracts. The plat includes the un-platted Parcels 1 & 2 of Subdivision Exemption No. 977 (Brownlee) and a re-plat of Parcels 33 & 34 of the Vista Ridge Master Final Plat. Approximately 13 acres of the western portion of this filing will be further subdivided.

**Action:** Mayor Harris continued the public hearing for Resolution 15-92 at 8:19p.m. Prior to taking evidence or testimony the Mayor got an affirmation that the evidence and or testimony from those wishing to give it was true.

Drew Warot, King Soopers, 65 Tejon Street, Denver, CO. spoke on behalf of the applicant.

**Action:** Mayor Harris closed the public hearing for Resolution 15-92 at 8:34 p.m. Mayor Pro Tem Gruber moved to approve Resolution 15-92; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

### PUBLIC HEARING

- b. **Resolution 15-102; A Resolution Making Certain Findings of Fact and conclusions Favorable to the Vista Ridge Filing No. 2, 1<sup>st</sup> Amendment Preliminary Plat; Imposing Conditions of Approval; Approving Vista Ridge Filing No. 2, 1<sup>st</sup> Amendment Preliminary Plat with Conditions**

**Action:** Mayor Harris opened the public hearing for Resolution 15-102 at 8:35p.m. Prior to taking evidence or testimony the Mayor got an affirmation that the evidence and or testimony from those wishing to give it was true.

Vista Ridge Filing No. 2, 1<sup>st</sup> Amendment is located on the north side of Ridge View Drive between Mountain View Boulevard and Sheridan Boulevard. The applicant proposal includes 25 single family residential lots in Vista Ridge Filing No. 2, 1<sup>st</sup> Amendment. The proposed lots are less than 5,000 square feet in size which requires separate Site Plan approval. A Site Plan application is being processed concurrent with this preliminary plat and has been conditionally approved by the Planning Commission. Staff finds the application consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, and recommends approval of the Vista Ridge Filing No. 2, 1<sup>st</sup> Amendment Preliminary Plat application. Staff has provided Resolution 15-102, for Board of Trustee consideration, approving the application with the following conditions: 1. The proposed utility easement to be dedicated to the Town of Erie within Tract B shall meet the Town of Erie Standards and Specifications for Design and Construction of Public Improvements 2. Technical corrections to Vista Ridge Filing No. 2, 1<sup>st</sup> Amendment Preliminary Plat shall be made to the Town's satisfaction.

## **RESOLUTIONS** (continued)

### **PUBLIC HEARING**

**Ward Ritter**, Chartered Development Corporation, 3160 Vista Village Drive, Erie, CO. presented on behalf of the applicant.

**Action:** Mayor Harris closed the public hearing for Resolution 15-102 at 8:49 p.m. Trustee Schutt moved to approve Resolution 15-102; the motion was seconded by Trustee Woog. The motion carried with all present voting in favor thereof.

### **PUBLIC HEARING**

- c. **Resolution 15-103; A Resolution of the Board of Trustees of the Town of Erie, Colorado, Approving the Service Plan for the Sierra Vista Metropolitan District with a Condition; and Authorizing the Town of Erie Colorado to Enter into an Intergovernmental Agreement Between the Town of Erie and the Sierra Vista Metropolitan District, Ensuring Compliance with the Approved Service Plan and the Erie Municipal Code**

The Town has received the Service Plan (Plan) for the Sierra Vista Metropolitan District (District). The District encompasses approximately 60 acres of land located at the northwest corner of State Highway 7 and Bonanza Drive. State Statute requires the Board of Trustees to approve the Plan by resolution of any special district organized within the municipal limits of the Town. This is a required step for the District to participate in the November 2015 Title 32 district election. The Board of Trustees adopted a special district ordinance and model service plan in June 2007. The special district ordinance was amended in 2013. The Plan has been submitted in accordance with the ordinance and amendment thereto. The Plan was submitted using the model service plan as a guide and the Districts have complied with the amended Town ordinance. The District will provide public improvements and services to a new residential community, Sierra Vista. The Plan identifies improvements and services expected to be provided by the District, the Plan also describes how activities will be financed. The Plan identifies powers of the Districts as well as describes the limitations. In addition, disclosure of the District is included that advises potential property owners to investigate financing, servicing of indebtedness, etc. Town staff and Kim Crawford, Special Counsel to the Town has reviewed the Plan and have found it to be in general compliance with the model service plan and the Town ordinance as amended. Approval of Plan does not constitute the Town's approval of any future development plan or zoning.

**Action:** Mayor Harris opened the public hearing for Resolution 15-103 at 8:50 p.m. Prior to taking evidence or testimony the Mayor got an affirmation that the evidence and or testimony from those wishing to give it was true.

**Jeff Handlin**, 9033 Easter Place, Centennial, CO., presented on behalf of the applicant.

**George M. Rowley, Esq.**, 2154 E Commons Ave, Suite 2000, Centennial, CO., presented on behalf of the applicant.

**James Sharp**, D.A. Davidson & CO., 1600 Broadway, Suite 1100, Denver, CO., presented on behalf of the applicant.

**Elizabeth and Aaron Miller**, 3040 Cherokee Ct., Erie, CO., presented public comment to the Board expressing concerns regarding the proximity of this project to the Erie Municipal Airport.

**Action:** Mayor Harris closed the public hearing for Resolution 15-103 at 9:10 p.m. Trustee Schutt moved to approve Resolution 15-103; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with a four (4) for and three (3) against with Trustees Carroll, Charles and Moore voting no.

**RESOLUTIONS** (continued)

**d. Resolution 15-100; A Resolution Authorizing the Engagement of TischlerBise, Inc. for Completion of an Impact Fee Study**

The Town's municipal code requires the performance of a professional impact fee study at least every five years in order to determine the adequacy of fees charged. The Town's last rate study was performed in 1999 (2002 for the storm drainage impact fee) and impact fees were last changed in 2002. Future capital demands for parks, public facilities, storm drainage and streets are significant, and the current impact fees do not reflect those demands or cost increases since the time of the last studies. As a result, in accordance to policy and at the request of the Board, a new rate study is required. Staff requested proposals from three firms – BBC Research & Consulting, TischlerBise Inc. and Willdan Financial Services. TischlerBise performed the Town's last fee study and Willdan performed the Town's water, wastewater and storm drainage rate and fee study in 2014. Tischlerbise's fee proposal was \$59,440 while Willdan's was \$36,430. BBC did not provide a response to the request for proposal. Although TischlerBise's fee is more than Willdan's, staff is recommending the selection of TischlerBise. Tischlerbise is recognized as the national leader in the performance of impact fee studies, having conducted over 900 impact fee studies across the country. They have conducted numerous studies in Colorado, including for Boulder, Castle Rock, Colorado Springs, Longmont, Louisville and Thornton, and therefore are fully familiar with the legal requirements for the establishment of impact fees, which are governed by State statute and case law. On the other hand, Willdan, has conducted 100 impact fee studies, with only a few in Colorado. Two Colorado municipalities that used Willdan for impact fee studies in the past have recently utilized other firms to update their fees. TischlerBise also brings to the table some innovative approaches to the establishment of impact fees to ensure they are as equitable as possible, in addition to the traditional approach of simply projecting the cost of future growth-related capital projects and dividing by the number of projected residential and commercial units. Willdan's methodology only encompasses this more traditional approach. (Note: TischlerBise requested that the description of their approach as described in their proposal remain confidential as it is proprietary. Therefore, a portion of their proposal attached to the consulting agreement has been omitted. Any Board members desiring to see these sections will be provided a copy upon request.) TischlerBise would begin its study immediately upon signing of a contract, which would follow the Board's approval. It is anticipated that the study would be concluded within approximately 120 days after initiation of the project for presentation to the Board at a study session. This rate and fee study would help ensure that impact fees for parks improvement, public facilities, storm drainage and streets/transportation are established at appropriate levels, with the objective of implementing any resulting changes effective January 1, 2016.

**Action: Trustee Moore moved to approve Resolution 15-100; the motion was seconded by Trustee Charles. The motion carried with the following roll call vote:**

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

**RESOLUTIONS (continued)**

**e. Resolution 15-107; A Resolution Approving an Intergovernmental Agreement with Boulder County Sheriff's Department Communications Center for Dispatch Services**

Boulder County Communications and the Town of Erie Police Department are asking the Town of Erie to sign an Intergovernmental Agreement to provide police dispatch services. Previously the town had signed an IGA that was renewable yearly in 2000. This agreement will cover the years 2016 through 2020 and set a new fee schedule for those years.

**Action:** Trustee Charles moved to approve Resolution 15-107; the motion was seconded by Trustee Schutt. The motion carried with the following roll call vote:

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

**f. Resolution 15-104; A Resolution Awarding a Contract for Street Maintenance Program**

The 2015 Capital Budget includes the annual Street Maintenance Program (SMP). The purpose of this program is to protect and preserve the value of the street assets and to maintain their safety and drivability. Maintaining the Town's streets is important for public safety and as a means to extend the useable life of the streets. This also keeps with the Town's commitment to perform preventative maintenance of our infrastructure. Over the past several years, there have been significant advances in street seal coat technology as compared with the more traditional asphalt overlays. By using the surface treatments identified, the Town is able to extend the life of roads that have not degraded to a point where they need an overlay. This is the most cost-effective way to maintain street conditions with the advances in technology and the current economic times. This strategy also results in a greater number of miles being treated each year. The Town of Erie annually budgets to make needed repairs to the Town's street system. Repair work generally consists of asphalt patching, overlay & reconstruction, and various surface treatments including: micro-surfacing, rock seal, cape seal, slurry seal, chip seal, double chip seal, and/or hot applied chip seal. Work needed is identified using a pavement management program. The program evaluates needs at various locations throughout the Town. The street conditions are assessed using a standardized method of pavement distress identification developed by the United States Department of Transportation's Federal Highway Administration. Distresses for each street are stored in a pavement management database that, when applied to a formula, calculates the Remaining Service Life (RSL) of a street section where RSL 20 = New, and RSL 0 = Failed. The system is used as a tool by staff to determine the type and desired timing of maintenance treatment for the streets. Hot Chip Seal is a surface treatment that combines a Chip Seal and a thin lift of open graded friction course (OGFC) providing a double application of material. The Chip Seal provides a waterproof membrane and the Hot Chip Seal provides a strong wearing surface that will improve the profile of the existing asphalt. A hot chip seal will bring the roadway back to a Remaining Service Life (RSL) of 20 years.

**RESOLUTIONS** (continued)

**Action:** Trustee Moore moved to approve Resolution 15-104; the motion was seconded by Trustee Charles. The motion carried with the following roll call vote:

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

**IX. ORDINANCES**

- a. **Ordinance 14-2015; An Ordinance of the Town of Erie, Colorado, Amending Title 9, 'Building and Development Regulations,' Chapter 4, "Special Districts," of the Erie Municipal Code; and Setting Forth Detail in Relation Thereto**

Per Board of Trustee direction, three amendments are proposed to Title 9, Chapter 4-Special Districts as it relates to metropolitan districts and their associated service plans.

Section 9-4-5 B.2

The proposed amendment caps the mill levy assessed by the district at 50 mills for both debt service and operations and maintenance.

The mill levy assessed by the district on real or personal property within the district shall be capped at fifty (50) mills for **both** debt service and **twenty-five (25) mills** for operation and maintenance purposes, as provided in the service plan. The debt service mill levy may be subject to adjustment in future years to reflect changes in the residential assessment ratio. The debt service mill levy will terminate when the bonds are no longer outstanding. The district shall not impose a debt service mill levy for more than forty (40) years after the year of the initial imposition of such debt service mill levy unless: a) a majority of the board of directors of the district imposing the mill levy are residents of such district, and b) such board has voted in favor of issuing debt with a term which requires or contemplates the imposition of a debt service mill levy for a longer period of time than the limitation contained herein.

Section 9-4-5 B.6.a

The proposed amendment requires a district to provide written notice to the Town prior to the use of eminent domain powers.

Condemn property inside or outside the district boundaries without **approval by first providing prior written notice to the board of trustees of the district's intention to use the power of eminent domain.**

Section 9-4-12 F

The proposed amendment adds a new requirement for a disclosure statement indicating the existence of a metropolitan district(s). This disclosure would be added to all future development agreements for developments having metropolitan district(s).

Every development that creates or proposes to create a district shall have, as a requirement in its development agreement with the town, a disclosure statement indicating the existence (or proposed formation) of a district that may impose up to fifty (50) mills upon all taxable property within the district's boundaries. Such disclosure statement shall be signed by the property owner with the execution of the sales contract for the purchase of the property.

**Action:** This was the first reading of Ordinance 14-2015; it will be returned for Board Action at the September 8, 2015 Regular Meeting.

**X. BOARD OF TRUSTEES REPORTS**

**Mayor Pro Tem Gruber** reported that the Colorado Municipal League Policy Committee was asking for suggestions for items of concern to bring to the State level.

**Trustee Carrol** noted that there would probably be two appointments to the Tree Board at the next regular meeting.

**Trustee Woog** noted the success of the recent Erie Air Fair.

**Trustee Moore** reported on the recent Open Space and Trails meeting and the upcoming Concert in the Park.

**Trustee Charles** reported that the Historic Preservation Board was taking a month off this summer but was regrouping and would be presenting new ideas.

**Mayor Harris** was working with Paula Mehle, Economic Development Coordinator for the Town to revamp the Economic Plan. The Mayor also reported that the Dog Park Committee was moving along with plans and fundraisers.

**XI. ADJOURNMENT**

**Action:** Trustee Schutt moved to adjourn the August 11, 2015 Regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

**Action:** Mayor Harris adjourned the August 11, 2015 Regular Meeting of the Town of Erie Board of Trustees at 9:53 p.m.

Respectfully Submitted,

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Nancy J. Parker, CMC, Town Clerk

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Tina Harris, Mayor

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

**Board Meeting Date: August 25, 2015**

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<b>SUBJECT:</b>	<b>CONSENT AGENDA</b> Support for the Northern Integrated Supply Project (NISP)
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTER:</b>	<b>Gary Behlen, Director of Public Works</b>

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<b>FISCAL</b>	Cost as Recommended:	<b>\$0</b>
<b>INFORMATION:</b>	Balance Available:	\$
	Budget Line Item Number:	002 . 07 . 110 . 580950 . 030017
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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<b>STAFF RECOMMENDATION:</b>	Authorize the Mayor to send the attached letter to the U.S. Army Corps of Engineers in support of NISP.
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**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Town of Erie has been working with the Northern Colorado Water Conservancy District, acting by and through its Northern Colorado Water Conservancy District Northern Supply Project Enterprise (NCWCD) as a participant in the Northern Integrated Supply Project (NISP) since 2003. The Town of Erie, acting by and through its Erie Water Activity Enterprise ("Erie"), is participating in the project for a permitted firm yield of 6,500-acre feet per year of water for future water demands.

NISP is a water project coordinated by NCWCD to develop additional water resources for 15 participant water providers within northern Colorado. Erie has participated in this group for the past twelve years to cooperatively investigate (Phase I), evaluate (Phase II) and commence permitting activities with the U.S. Army Corp of Engineers (Phase III) for a new water supply to meet part of the Town's anticipated future water demands.

Phase I of NISP investigated Poudre River and South Platte River water rights and potential reservoir sites in the Poudre Basin. Phase II evaluated the reservoir sites, analyzed the alternatives, environmental studies, and financial alternatives. Phase III has commenced the permitting activities with the US Army Corp of Engineers ("COE") and other agencies and other National Environmental Policy Act (NEPA) compliance activities.

Erie staff, with water resources and legal consultation, has determined that NISP has the potential to provide up to 6,500 acre-feet of firm annual water yield to partially meet Erie's projected, ultimate raw water demand. It provides a good opportunity to acquire a large portion of Erie's water supply and flexibility within the NCWCD system with Erie's CBT and Windy Gap Units. Water from NISP will also be deliverable through the same facilities that deliver CBT and Windy Gap water to Erie, so separate delivery facilities will not be required.

COE has recently published the Supplemental Draft Environmental Impact Statement ("SDEIS") which is currently subject to public comment. Town Staff provided verbal comments at two recent public hearings. It is recommended that the attached letter in support of NISP be submitted by the Board of Trustees to COE on behalf of the Town, as a significant participant in the Project.

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**Staff Review:**

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

**Approved by:**

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

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**ATTACHMENTS:**

a. Letter to U.S. Army Corps of Engineers.



August 17, 2015

Via email to: [NISP.EIS@usace.army.mil](mailto:NISP.EIS@usace.army.mil)

John Urbanic, NISP EIS Project Manager  
U.S. Army Corps of Engineers,  
Omaha District – Denver Regulatory Office  
9307 S. Wadsworth Blvd.  
Littleton, CO 80128

**Re: Comments on Behalf of the Town of Erie in Support of the Northern Integrated Supply Project**

Dear Mr. Urbanic:

The Town of Erie is one of the 15 Colorado northern Front Range participants in the Northern Integrated Supply Project (NISP). The Town of Erie Board of Trustees is sending this letter in support of NISP.

In the more than ten years since the NISP EIS process started, Erie's population has more than doubled, and continues to grow at a rapid pace. Erie has methodically increased its water rights portfolio over those years to meet these new demands. NISP represents a very significant step in meeting Erie's future water demand, and has long been an integral part of Erie's plan to meet build-out demands for the Town.

Erie's water supply planning is multi-faceted, focused on both supply-side and demand-side solutions to meet its growing water demand. The implementation of the Town of Erie's state-approved Water Conservation Plan is very important to the Town, but conservation on its own will not provide enough water to meet Erie's growing population. For example, Erie's average per capita per day (gpcd) treated water demand reached a high of 276 gpcd in 2002. Erie implemented a Water Conservation Plan in 2008, and recently had a new Plan approved by the Colorado Water Conservation Board. It's average treated water demand has been reduced to 142 gpcd, a 48% reduction in gpcd from 2002 levels.

The Town also has constructed a new wastewater treatment plant and a 1,000 acre foot reuse reservoir to provide water for non-potable irrigation. The use of this reservoir maximizes the use of the Town's water rights which are decreed for reuse. Currently, the Town provides non-potable water for a variety of outdoor irrigation demands.

The Town of Erie is proud of these significant conservation water savings. Erie's annual treated water use has increased by approximately one-third from 2002 to 2014 to support a more than doubling of the population. This demonstrates that despite the significant and continued success of the Town's water conservation efforts, water conservation alone will not be adequate to meet its

John Urbanic, NISP EIS Project Manager

August 17, 2015August 17, 2015

Page 2

increasing water demands. Rather, the Town must continue to develop new water supply projects such as NISP.

NISP is an excellent water supply project for Erie and the other northern Colorado participants, relying on storage of native water supplies to meet regional needs. In municipal water supply planning in Colorado, projects that involve storage, such as NISP, are especially critical in developing a firm and reliable water supply. On an annual basis, reservoirs are critical in retiming excess water available during spring runoff so that it can be available in the late summer when limited river supplies are available only to the most senior water rights and demand is at its highest. Reservoirs also play a critical role in drought planning, storing water from year to year to ensure an adequate supply even during successive drought years when demand exceeds a drought-limited natural water supply.

NISP is a collaborative, regional project that will play a key role in addressing northern Colorado's challenging water future while addressing environmental concerns in a proactive way. The SDEIS provides exhaustive analyses of the potential impacts of the NISP alternative. The NISP participants have proposed a conceptual mitigation plan, included as Appendix F to the SDEIS, to avoid and minimize environmental effects and to actually enhance environmental resources. Further, Glade Reservoir will be a significant new offstream flat water recreational amenity for the citizens of Colorado. Moreover, in order to meet future water demand in northern Colorado, the realistic alternatives to NISP would require a combination of other reservoir projects and permanent "buy and dry" of agricultural lands, an approach that has been disfavored as a sole solution to future water shortfalls in the current second draft of the Governor's State Water Plan.

In sum, Erie is relying on NISP to meet water demands in the near future and NISP is an environmentally responsible project which will meet those needs while providing many benefits to northern Colorado. The Town of Erie respectfully requests that the U.S. Army Corps of Engineers accept NISP as the preferred alternative in the SDEIS and that it assist in expediting the remainder of the permitting for NISP to the extent possible.

Thank you for the opportunity to provide these comments.

Sincerely,

TOWN OF ERIE BOARD OF TRUSTEES

By: \_\_\_\_\_

Tina Harris, Mayor

cc: A.J. Krieger  
Gary Behlen  
Paul Zilis  
Brian Werner

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

**Board Meeting Date:**

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**SUBJECT:**

**RESOLUTIONS 15-111; A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF ERIE AND THE ST. VRain VALLEY SCHOOL DISTRICT RE-1J FOR A SCHOOL RESOURCE OFFICER; AND SETTING FOR DETAILS IN RELATION THERETO.**

**PRESENTER:**

Chief Marco Vasquez

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**FISCAL**

Cost as

**INFORMATION:**

Recommended:

Balance Available:

Budget Line Item

Number:

New Appropriation

Yes  No

Required:

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**STAFF**

Approval of Resolution 15-111

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**RECOMMENDATION:**

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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This resolution allows the Town of Erie to sign a memorandum of understanding with the St Vrain Valley School District, in order to continue a partnership with the district which provides guidelines for the School Resource Officer Program. This memorandum of understanding will cover the 2015-2016 school year. The school district agrees to pay 50% or \$26,607.00, of the School Resource Officer's salary during the 9 months that school is in session. The town agrees to pay the other half of the officer's salary during the 9 months that school is in session.

**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**

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**ATTACHMENTS: Town of Erie and St. Vrain Valley School District RE1J Memorandum of Understanding.  
Resolution 15-111**

**RESOLUTION NO. 15-111**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF ERIE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A SCHOOL RESOURCE OFFICER; AND SETTING FOR DETAILS IN RELATION THERETO.**

**WHEREAS**, the Town of Erie, Colorado (the "Town"), is vested with the authority of administering the affairs of the Town; and

**WHEREAS**, The Town has adopted policies and procedures permitting certain Town Police Officers to provide services related to law enforcement; and

**WHEREAS**, The Town or Erie desires to enter into a Memorandum of Understanding with the St. Vrain Valley School District RE-1J, regarding a School Resource Officer Position.

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

Section 1. The Attached Memorandum of Understanding regarding a School Resource Officer position between the Town of Erie and the St. Vrain Valley School District RE-1J, is hereby approved. The appropriate Town Officers are hereby authorized to sign said Memorandum of Understanding.

Section 2. Staff is hereby authorized to oversee implementation of said Memorandum of Understanding.

**INTRODUCED, SECONDED, READ, APPROVED, ADOPTED AND SIGNED** this 25th day of August 2015.

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

By: \_\_\_\_\_  
Tina Harris-Mayor

ATTEST:

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

# Memorandum of Understanding

This Memorandum of Understanding (MOU) is made between Erie, the (Town) and St. Vrain Valley School District RE1J, the (School District).

## **(A). Mission Statement:**

The Police Department of the Town of Erie, School District and the community are significantly impacted by demands placed upon them to address incidents and situations directly and indirectly related to juveniles and the schools. The problem of school safety, delinquency, alcohol, and substance abuse, gang involvement, and other youth problems, which negatively affect the community and the schools, can best be addressed in proactive and preventative manner.

The Erie Police Department and the School District have jointly developed a School Resource Officer Program to provide a school-based approach to the development of a positive relationship between students and police officers working towards prevention of delinquency, alcohol and substance abuse, and gang involvement by our community's young people. Such programs are recognized as being effective in the development of a positive relationship between the police, faculty, students and parents in the prevention of delinquency and school safety.

## **(B). Description of general duties of the School Resource Officer (SRO):**

One school resource officer shall be assigned to work with the administration, Faculty, Students and parents of any St. Vrain Valley School located within Erie. The Officer may perform functions including, but not limited to the following:

1. Assist in the prevention and control of crime, delinquency, truancy and disorder on campuses.
2. Conduct or assist in the investigation of offenses on campus.
3. Provide presentations and available education resources in the following areas: Alcohol and substance abuse, law related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness education, community responsibility for students, parents, and other groups associated with the schools.
4. As requested by staff, provide instructional resources for classroom presentations, as time permits.
5. Enforce Federal and State statutes and Municipal ordinances as appropriate.

6. Appear in court and assist in the prosecution and other judicial processes as appropriate.
7. Assist in the coordination of efforts of other enforcement agencies on campus.
8. Provide a visible presence on campus.
9. Assist campus monitors with appropriate monitoring and enforcement of the law in the parking lots and other school grounds.
10. Provide a police presence at school related functions in the Erie Police Department's jurisdiction during normal classroom hours, as well as nighttime hours to include attending social events such as school dances and sporting events, etc. when scheduled as part of the officer's regular duty hours and when the SRO is an essential and integral part of the event. The SRO will not replace "extra duty" security work at school functions already in place and provided by off duty officers on a contract basis.
11. Contribute to the positive police, school, and community relations efforts, especially as these efforts relate to students and parents.
12. To provide traffic enforcement as needed in school zones.
13. Give input to the school interagency safety team.
14. Provide school District Security Director a monthly report of SRO activities.

**(C). Guidelines of the SRO**

The SRO Shall:

1. Keep the school principal or their designee informed regarding the SRO's actions regarding such things as investigations, arrests, crimes, or other activities that may affect the safety or well being of the students, faculty, or the school.
2. Contact the school principal or their designee when conducting an investigation or interviewing a student on School property or in conjunction with a School function.
3. Notify the school principal or their designee before removing a student from the school.
4. The SRO may assist with enforcing rules and policies of the school as directed by the school principal or his/her designee.
5. Questioning of witnesses or suspects
  - a. Questioning of witnesses: The SRO may question witnesses or be present while school administration questions a witness to determine if a crime was committed and

who committed the crime. The SRO shall have the general authority to question any student who may have information about criminal misconduct. As a general rule, the questioning should be conducted in cooperation with the school principal or designee. In an emergency situation the SRO may question a student without first notifying the principal or designee. The SRO will make every effort to contact the student's parent with a courtesy call regarding the interview. Generally, the contact should be made prior to the interview, but at any rate as soon as possible after the interview.

- b. Questioning of suspects: The SRO shall not take part in the interviewing or questioning of a student suspected of a criminal act without the consent and in the presence of a parent or guardian. The Officer should always be aware of the need to advise the suspect and parents of their Miranda rights and obtain a waiver in any questioning in what would be considered a custodial situation.
6. Search Procedures: The SRO may standby in order to protect the safety of all persons during any searches of a student, or student's possessions including student's pockets, pocketbook, book, bag, desk, locker, vehicle, or any other similar location within the student's control while on school property conducted by school officials according to school policy. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO.
  7. Notwithstanding the guidelines set forth herein above, the SRO shall be an agent of the School District and the school, while exercising the duties set forth in this agreement. The SRO is entitled to all legal rights, privileges and protections as the law may allow for agents of the School District and the school.

**(D). Desired outcomes:**

The outcome of the partnership between the Erie Police Department and School District are as follows:

1. To create cooperation between the schools, school district, police department, students, parents, and the community to reduce crime in the schools.

2. To work together with the community, students and parents to have schools with strong crime prevention philosophies.
3. To provide a safe school where students are free to learn without fear of violence.
4. To reduce alcohol and substance abuse through prevention and education along with enforcement of Federal, State, and Municipal laws related to alcohol and substance abuse.
5. To reduce delinquency truancy, criminal mischief and other juvenile related crimes that affect the community and schools.
6. To reduce gang violence and activity in the school through education, prevention and enforcement.
7. To create positive relations between police officers and students.
8. To protect lives and property for students and others in the school.

**(E). Roles and responsibilities for administrative procedures:**

The School Resource Officer will be a Town of Erie employee. The Town of Erie will be responsible of hiring, evaluation, disciplining, and termination of the School Resource Officer, but will seek and accept the input of the school principal and school administration. The St. Vrain School District agrees to provide the officer with the following materials and facilities, which are deemed necessary to the performance of the SRO:

The SRO shall have adequate office with space to perform job responsibilities. The office will have telephone service for general business purpose, a desk with drawers, a chair, and filing cabinet which may be secured, computer with Internet access, adequate office supplies, and access to use audio/visual equipment. Each School will also provide adequate secure storage space for materials, equipment or other items used by the SRO to provide services or programs to that school.

The St. Vrain School District agrees to pay 50% of the current assigned school resource officer's annual salary up to a maximum of \$26,607.00 for a period of 9 months starting August 18, 2015 through May 21, 2016.

The Erie Police Department assures that the School Resource Officer shall be assigned full time to work with the schools and in the area of community policing activities directed toward reducing and preventing criminal acts or delinquency in the Erie Schools or involving Erie School youth. Should 50% of the current assigned school resource officer's yearly salary for nine months exceed \$26,607.00, the Erie

Police Department will work with the School District to limit the hours the officer is available to the SRO program based on the \$26,607.00 maximum.

**(F). Information Sharing:**

The Erie Police Department, St. Vrain School District, Boulder County District Attorney's Office, Boulder County Juvenile Probation, Boulder County Department of Social Services, Weld County District Attorney's Office, Weld County Juvenile Probation, Weld County Department of Social Services, and Erie Municipal Court agree to abide by and share information that is in accordance with Colorado State law, CRS 19-3-303, that mandates the sharing of information between these separate agencies when dealing with delinquency, dependency, and neglect cases.

The Parties, acting cooperatively, have mutual concerns in the identification of serious, habitual delinquency and to further intervention efforts to reduce delinquency. The success of this interagency effort is predicated on the mutual agreement to meet regularly for the purpose of discussing concerns, and strategies to address the complexities associated with serious and habitual delinquency and improving the strategies and responses to juvenile delinquency.

In addition, the St. Vrain School District agrees to share information obtained from health surveys where they feel the SRO may assist in Law Related Education, or other programs. The St. Vrain School District agrees to cooperate in Community Policing by allowing the School Resource Officer to attend the schools safety committee in each Erie school. These committees will be structured and will function in accordance with School District policy.

**(G). Supervision:**

The School Resource Officers are subject to the Erie Police Department's chain of command and supervision of assigned police supervisors. The assigned police supervisor will be responsible for maintaining contact with the schools principals, school administration and their management staffs. The School Resource Officer will work closely with the school principal, school administrators and faculty to determine the most effective use of the officer's time and expertise. The officer can serve as an agent of the school and may follow the direction of the school administration in the performance of his/her duties in keeping a safe school environment, but shall not be subject to supervision of the School District, it's officers, agents, or employees.

**(H). Decision-Making Authority Regarding Enforcement of Applicable Laws and Procedures by the SRO:**

The School Resource Officer, under the direction of the Erie Police Department Staff, has the decision-making authority regarding the violation of any Federal and State laws, or Municipal Ordinances violated on campus. The School resource Officer will act within the Erie Police Department's policies and procedures.

The School Resource Officer shall work closely with the school principal, school administration and Police Department supervisory staff and will take into consideration all options available to the officer for violations.

**(I). Performance Appraisal:**

The School Resource Officer's performance will be evaluated consistent with the Town of Erie policies and procedures by the assigned police supervisor. The supervisor will seek and accept the input from the principal and designees.

**(J). Selection:**

The School Resource Officer will be selected by the Town of Erie's Chief of Police with the input of the School District.

**(K). Evaluation of Program;**

The Town of Erie and the St. Vrain School District shall evaluate the School Resource Officer Program on a yearly basis and make recommendations on how the program can better serve the school in the areas of enforcement, prevention, and safety.

**(L). Erie Police Department assurance of School Resource Officer Duties:**

The Erie Police Department assures that the SRO shall spend their time working in and with the schools and focusing on community oriented policing programs and other police activities that are directed at reducing and preventing criminal acts of delinquency in Erie and the Schools.

The School District understands and agrees that the SRO is subject to immediate release from providing services, under this agreement if the police supervisor on duty determines that the release is necessary for other police related safety, health and welfare purposes of the Town. If it is determined by the supervisor that the Officer is to be called away from the normal SRO duties, the supervisor shall notify

the principal or their designee of the need as soon as practical. It is acknowledged by the School District that in the event the officer is called for other duties, the Town shall have no liability arising from, or in anyway connected to such release, on the basis of any legal theory whatsoever. The School District on behalf of its self, its officers and employees hereby release the Town of Erie, its officers and employees from and waives any and all liability claims and demands whatsoever.

**(M). Partner involvement in community policing activities;**

As a partner in this program, the St. Vrain School District agrees to allow the SRO assigned to Erie schools the time to interact with students in classroom setting, in areas such as the following, but not limited to:

Law related education

Alcohol and substance abuse prevention

**(N). Term;**

The term of this agreement shall commence on August 19, 2015 and terminate on May 25, 2016. This agreement shall renew automatically for additional successive one calendar year periods, except payment, paragraph (E), may be renegotiated annually to reflect increases in Town costs and that this agreement may be terminated by either party for any reason upon thirty (30) days' written notice to the other.

Town of Erie Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

St. Vrain Valley School District RE-1J

Superintendent  Date: 8/5/2015

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

**Board Meeting Date: August 25, 2015**

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**SUBJECT:** **CONSENT**  
Consideration of Resolution 15-112: A Resolution Approving an Agreement between the Town of Erie and Urban Drainage and Flood Control District, Agreement Regarding Final Design, Right-Of-Way Acquisition And Construction Of Drainage And Flood Control Improvements For Coal Creek From County Line Road to Kenosha Road Town of Erie; And Setting Forth Details in Relation Thereto.

**DEPARTMENT:** Public Works

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

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<b>FISCAL</b>	Cost as Recommended:	\$50,000
<b>INFORMATION:</b>	Balance Available:	\$50,000
	Budget Line Item	
	Number:	340 . 70 . 110 . 605000 . 100181
	New Appropriation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Required:	

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**STAFF**  
**RECOMMENDATION:** Request the Board of Trustees adopt Resolution 15-112, authorize the Mayor to execute said agreement, and authorize staff to spend the funds.

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**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Urban Drainage and Flood Control District (UDFCD) was established in 1969 by the Colorado legislature for assisting local governments with multi-jurisdictional drainage and flood control problems. At the January 10, 2012, Board of Trustee Meeting the Town entered into an agreement with Urban Drainage and Flood Control District, County of Boulder, Town of Superior, City of Louisville, City of Lafayette, and the City and County of Broomfield, regarding funding of major drainage way planning and flood hazard area delineation for Coal Creek and Rock Creek. This major drainage way plan was needed for UDFCD to assist in the funding of a drainage construction project on Coal Creek. The major drainage way plan was complete in 2014.

Town Staff has requested construction assistance from UDFCD for improvements to Coal Creek within UDFCD's boundaries; UDFCD covers the Boulder County portion of Erie. Now that the major drainage way plan is complete, UDFCD has approved \$50,000 funding for 2015 to begin the design of improvements for Coal Creek from County Line Road to Kenosha Road. UDFCD will fund up to 50% of the design, right-of-way acquisition and construction of drainage and flood control improvements. The Town of Erie must provide \$50,000 matching funds. Funding for construction will be determined during the design phase and a future amendment to the agreement will authorize the construction funding.

Due to new development, more residence are attracted to the creek, and the flows in the creek have increased, causing the need for bank stabilization and conveyance improvements. The design will include improvements to Coal Creek and a trail for maintenance access in addition to pedestrian use.

Staff anticipates the construction of this project to be funded in 2016. Upon approval of this agreement, the Town will authorize \$50,000 to be placed in an account with UDFCD, to be used for the Final Design,

Right-Of-Way Acquisition And Construction Of Drainage And Flood Control Improvements For Coal Creek From County Line Road to Kenosha Road Town of Erie. Any funds not used for this project will be returned, with interest, to the Town of Erie when the project is complete based on the proportion contributed.

This agreement has been reviewed by Town Staff and the Town Attorney and has found it to be acceptable.

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**Staff Review:**

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

**Approved by:**

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

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**ATTACHMENTS:**

- a. Resolution 15-112
- b. Vicinity Map
- c. Agreement Regarding Final Design, Right-Of-Way Acquisition And Construction Of Drainage And Flood Control Improvements For Coal Creek From County Line Road to Kenosha Road Town of Erie.

**RESOLUTION NO. 15-112**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWN OF ERIE, URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, REGARDING FINAL DESIGN, RIGHT OF WAY ACQUISITION AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR COAL CREEK FROM COUNTY LINE ROAD TO KENOSHA ROAD, TOWN OF ERIE; AND SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, the Urban Drainage and Flood Control District (UDFCD) was established in 1969 by the Colorado Legislature for assisting local governments with multi-jurisdiction drainage and flood control projects; and

**WHEREAS**, in 2012 the Town of Erie (TOE) entered into an agreement with UDFCD, the county of Boulder, the Town of Superior; the Cities of Lafayette and Louisville and the City and County of Broomfield regarding funding of major drainage way planning and flood hazard area delineation for Coal Creek; and

**WHEREAS**, the major drainage way plan was completed in 2014 and the UDFCD has approved \$50,000 in funding to begin 2015 design improvements for Coal Creek from County Line Road to Kenosha Road; and

**WHEREAS**, the TOE desires to proceed with the design, right-of-way acquisition and construction of drainage and flood control improvements for Coal Creek from County Line Road to Kenosha Road; 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 an agreement.

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

Section 1. That the Agreement between the Town of Erie, and the Urban Drainage and Flood Control District, to assist in the funding of drainage construction projects, of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the Agreement between the Town of Erie, and the Urban Drainage and Flood Control District, , and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Erie to said Agreement.

Section 3. That entering into Agreement between the Town of Erie, and the Urban Drainage and Flood Control District, is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

**ADOPTED AND APPROVED THIS 25TH DAY OF AUGUST 2015,, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

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

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

ATTEST:

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

# Vicinity Map for Coal Creek Improvements



AGREEMENT REGARDING  
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION  
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
COAL CREEK FROM COUNTY LINE ROAD TO KENOSHA ROAD  
TOWN OF ERIE

Agreement No. 15-02.10

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and TOWN OF ERIE (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Coal Creek and Rock Creek Major Drainageway Plan" dated October 2014 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design, right-of-way acquisition and construction of drainage and flood control improvements for Coal Creek from County Line Road to Kenosha Road (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 52, Series of 2014) for drainage and flood control facilities in which PROJECT was included in the 2015 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2015 subsequent to public hearing (Resolution No. 46, Series of 2015) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 6, Series of 2015); and

WHEREAS, the Town Council of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall extend along Coal Creek from approximately Kenosha Road to County Line Road as shown on Exhibit A.

- B. Right-of-Way Delineation and Acquisition. Right-of-way for the improvements as set forth in the final design and an estimate of costs for acquisition shall be determined. Maps, parcel descriptions and parcel plats shall also be prepared.
- C. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design and vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
  - 1. Final design services;
  - 2. Delineation, description and acquisition of required rights-of-way/easements;
  - 3. Construction of improvements;
  - 4. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$100,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$100,000
2. Right-of-way	-0-
3. Construction	-0-
4. Contingency	-0-
Grand Total	\$100,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	50.00%	\$ 50,000
TOWN	50.00%	50,000
TOTAL	100.00%	\$100,000

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (TOWN - \$50,000; DISTRICT - \$50,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for TOWN. Payment for final design services shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Delineation of required right-of-way/easements;
- C. Preparation of detailed construction plans and specifications;
- D. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- E. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to TOWN.

7. RIGHT-OF-WAY

TOWN, with DISTRICT assistance, shall be responsible for acquiring, subject to approval of DISTRICT, such land or interests in land needed to implement construction of the drainage and flood control improvements as defined herein. The cost to be shared by PARTIES for right-of-way acquisition may include relocation costs of existing occupants. Appraisal costs and costs associated with condemnation (including outside legal costs) will also be considered a PROJECT

cost. Right-of-way acquisition by negotiation and / or the exercise of eminent domain shall be in full compliance with the laws of the State of Colorado. In addition, the right-of-way acquired shall be in the name of TOWN and the conveyancing document shall be promptly recorded in the records of the Clerk and Recorder of TOWN. DISTRICT shall serve as the paying agency.

- A. Coordination of Right-of-Way Acquisition. Cost sharing by PARTIES will be based on supporting documentation such as formal appraisals, reasonable relocation cost settlements, legal description of the property, and other information deemed appropriate to the acquisition. Furthermore, cost sharing will be only for the properties, or portions thereof, approved by PARTIES to be needed for the drainage and flood control portions of PROJECT. Request for such approval shall include appraisals of property, legal description of the property, and other information deemed appropriate to the acquisition by PARTIES to this Agreement. TOWN shall purchase the right-of-way only after receiving prior approval of DISTRICT, and such purchases shall be made with PROJECT funds.
- B. Payment for Right-of-Way Acquisition. Following purchase or receipt of executed memorandum of agreement between TOWN and property owner for the needed right-of-way that commits the property owner to sell property to TOWN at a price certain and on a date certain, TOWN shall so advise DISTRICT and request payment as provided above. DISTRICT shall make payment within 30 days of receipt of request accompanied by the information set forth above.
- C. Ownership of Property and Limitation of Use. TOWN shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. TOWN may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, TOWN disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and TOWN has not obtained the written approval of DISTRICT prior to such action, TOWN shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at TOWN's sole expense. In the event TOWN breaches the terms and provisions of this Paragraph 7.C and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against TOWN for specific performance of this portion of the Agreement.

DISTRICT may, subsequent to the recording by TOWN of any document transferring title or another interest to property acquired pursuant to this Agreement to TOWN, record a memorandum of this Agreement (Exhibit B), specifically a verbatim transcript of Paragraph 7.C. Ownership of Property and Limitation of Use except for this sub-paragraph which shall not be contained in the memorandum. The memorandum shall reference by legal description the property being acquired by TOWN and shall be recorded in the records of the Clerk and Recorder of Boulder County immediately following the recording of the document transferring title or another interest to TOWN. TOWN authorizes the recording of that memorandum and acknowledges that the same is meant to encumber the property with its restrictions.

8. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment
1. DISTRICT, with the assistance of TOWN, shall administer and coordinate the construction-related work as provided herein.
  2. DISTRICT, with assistance and approval of TOWN, shall select and award construction contract(s).
  3. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN.
  4. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
  5. DISTRICT, with approval of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
  6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.

7. DISTRICT shall review and approve contractor billings and send them to TOWN for approval. DISTRICT shall remit payment to contractor based on billings approved by PARTIES.
  8. DISTRICT, with assistance and written concurrence by TOWN, shall prepare and issue all written change or work orders to the contract documents.
  9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
  10. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.
9. MAINTENANCE  
PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN's request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT's annual Maintenance Work Program.  
DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.
10. FLOODPLAIN REGULATION  
TOWN agrees to regulate and control the floodplain of Coal Creek within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.  
PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Coal Creek within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.
11. TERM OF AGREEMENT  
The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final

accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be the Public Works Director, 645 Holbrook S, Erie, Colorado 80516.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agree to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the TOWN where PROJECT is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at TOWN's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that

any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 *et seq* C.R.S. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified or attempted to verify through participation in the Employment Eligibility Verification Program (E-Verify) previously known as the Basic Pilot Program (created in Public Law 208, 104<sup>th</sup> Congress, As Amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, As Amended, that is administered by the United States Department of Homeland Security that Consultant or Contractor does not employ illegal aliens.

Consultant or Contractor shall not use the E-Verify procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required if the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (CDL) made in the course of an investigation the CDL is undertaking pursuant to §8-17.5-102(5) C.R.S.

DISTRICT may terminate this agreement for a breach of contract if Consultant or Contractor does not fully and completely comply with these conditions. If this Agreement is so terminated, the Consultant or Contractor shall be liable for actual and consequential damages to PARTIES.

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental

Immunity Act (Section 24-10-1-1, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of the TOWN, the DISTRICT or any other entity not a party hereto.

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND  
FLOOD CONTROL DISTRICT

(SEAL)

By \_\_\_\_\_

ATTEST:

Title Executive Director

\_\_\_\_\_

Date \_\_\_\_\_

TOWN OF ERIE

(SEAL)

By \_\_\_\_\_

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

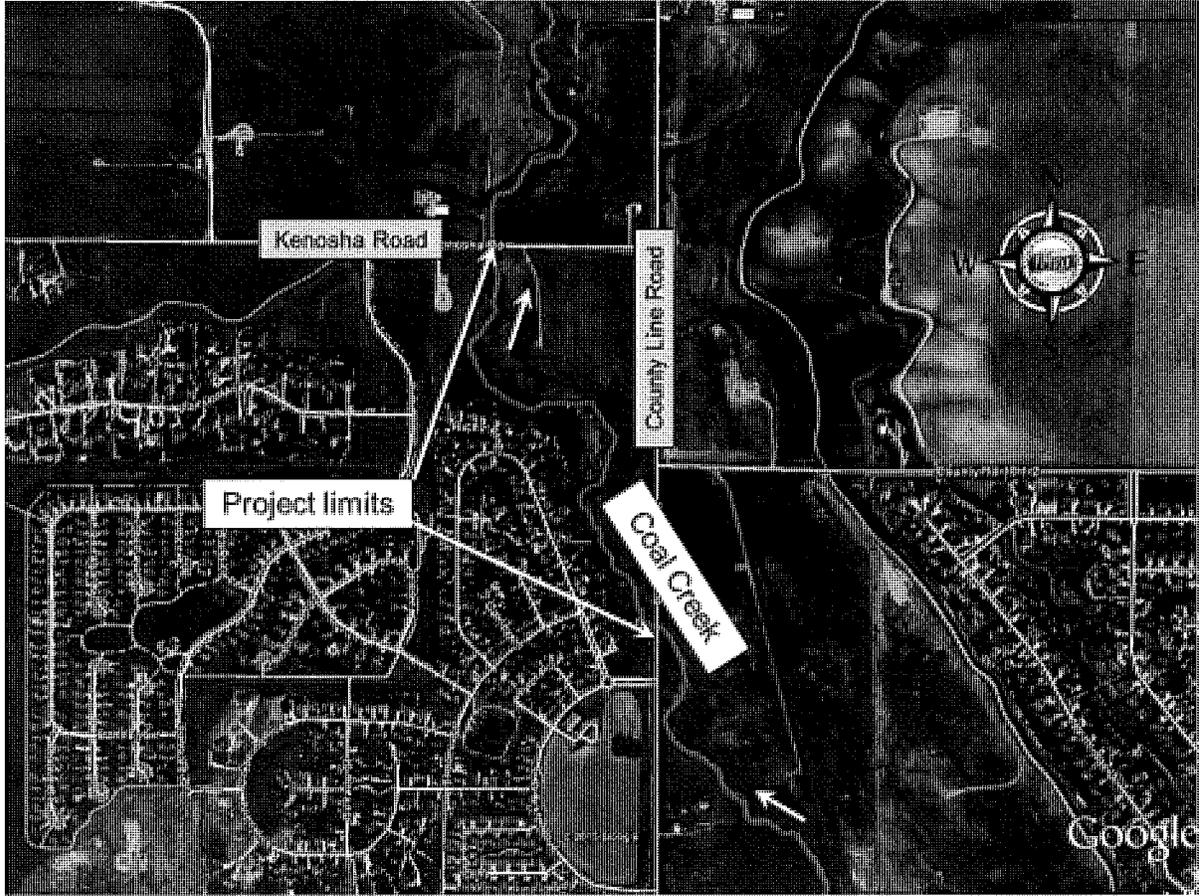
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TOWN Attorney

AGREEMENT REGARDING  
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION  
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
COAL CREEK FROM COUNTY LINE ROAD TO KENOSHA ROAD  
TOWN OF ERIE

Agreement No. 15-02.10

Exhibit A



**SAMPLE**  
AGREEMENT REGARDING  
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION  
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
COAL CREEK FROM COUNTY LINE ROAD TO KENOSHA ROAD  
TOWN OF ERIE

Agreement No. 15-02.10

Exhibit B

MEMORANDUM

This MEMORANDUM is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, a quasi-governmental entity, whose address is 2480 West 26th Avenue, Suite 156-B, Denver, Colorado 80211 (hereinafter called "DISTRICT") and \_\_\_\_\_, a governmental entity, whose address is \_\_\_\_\_ (hereinafter called "TOWN") and collectively known as "PARTIES";

WHEREAS, PARTIES entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for \_\_\_\_\_," Agreement No. \_\_\_\_\_ on or about \_\_\_\_\_, 20\_\_, (hereinafter called "AGREEMENT"); and

WHEREAS, AGREEMENT is unrecorded, however PARTIES have agreed in AGREEMENT to record this MEMORANDUM in the records of the Clerk and Recorder of \_\_\_\_\_, State of Colorado, in order to put all who inquire on notice of AGREEMENT and in particular Paragraph 7.C of AGREEMENT; and

WHEREAS, in AGREEMENT, PARTIES agreed to participate equally (up to a maximum of \$ \_\_\_\_\_ each) in the cost of the construction of drainage and flood control improvements for \_\_\_\_\_ within TOWN boundaries which include \_\_\_\_\_ (hereinafter called "PROJECT"); and

WHEREAS, construction of PROJECT may require the acquisition by TOWN of real property; and

WHEREAS, AGREEMENT further provides that TOWN will own all real property required to construct the improvements and that TOWN ownership of that real property shall be subject to the terms and conditions of AGREEMENT and in particular Paragraph 7.C of AGREEMENT; and

WHEREAS, Paragraph 7.C of AGREEMENT provides in appropriate part as follows:

"7.C. Ownership of Property and Limitation of Use. TOWN shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon

which PROJECT is constructed shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. TOWN may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, TOWN disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement, changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement, or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement, and TOWN has not obtained the written approval of DISTRICT, prior to such action, TOWN shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at TOWN's sole expense. In the event TOWN breaches the terms and provisions of this Paragraph 7.C and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against TOWN for specific performance of this portion of the Agreement."; and

WHEREAS, TOWN has just acquired the real property described in Exhibit Z attached hereto and incorporated herein by reference, as if set forth verbatim herein, pursuant to the terms and conditions of AGREEMENT for the construction of PROJECT; and

WHEREAS, PARTIES intend that the terms and provisions of AGREEMENT, including but not limited to Paragraph 7.C of AGREEMENT set forth verbatim above, shall apply to and control the real property described in Exhibit Z.

IT HAS BEEN AGREED previously in AGREEMENT by and between PARTIES that the terms and provisions of AGREEMENT, including but not limited to Paragraph 7.C of AGREEMENT set forth verbatim above shall apply to and control the real property described in Exhibit Z, now owned by TOWN and that this MEMORANDUM be placed of record for the purposes of encumbering the real property described in Exhibit Z with the limitations and restrictions set forth in this MEMORANDUM.

This MEMORANDUM is not a complete summary of AGREEMENT. Provisions in this MEMORANDUM shall not be used in interpreting AGREEMENT's provision. In the event of conflict between this MEMORANDUM and the unrecorded AGREEMENT, the unrecorded AGREEMENT shall control.

URBAN DRAINAGE AND  
FLOOD CONTROL DISTRICT

(SEAL)

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Title Executive Director

Date \_\_\_\_\_

STATE OF COLORADO )

) ss.

TOWN OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_.

**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
**Board Meeting Date: August 25, 2015**

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**SUBJECT:** LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES  
CONSIDERATION OF ORDINANCE 20-2015 (SECOND READING):

An Ordinance Of The Town Of Erie, Colorado, Approving Canyon Creek PD Amendment No. 9; Making Findings Supporting Canyon Creek PD Amendment No. 9; And, Setting Forth Details In Relation Thereto.

**PURPOSE:** Canyon Creek PD Amendment No. 9 proposes to amend the Canyon Creek Filing No. 10 area of the subdivision to:

1. Change land use designations from CBR – Community / Business / Residential to CC – Community Commercial, HR – High Density Residential, and MR – Medium Density Residential.
2. Modify lot dimensional standards.
3. Modify architectural standards for single family patio homes.

**CODE REVIEW:** Erie Municipal Code, Title 10

**DEPARTMENT:** Community Development

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

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

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**STAFF RECOMMENDATION:** Staff finds the application consistent with the PD Amendment approval criteria in Municipal Code Section 10.7.23 C.9 and recommends approval of the Canyon Creek PD Amendment No. 9 application in draft Ordinance 20-2015.

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**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission held a public hearing for the PD Amendment request on July 15, 2015. The Planning Commission recommended approval of the PD Amendment in Resolution P15-23.

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**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

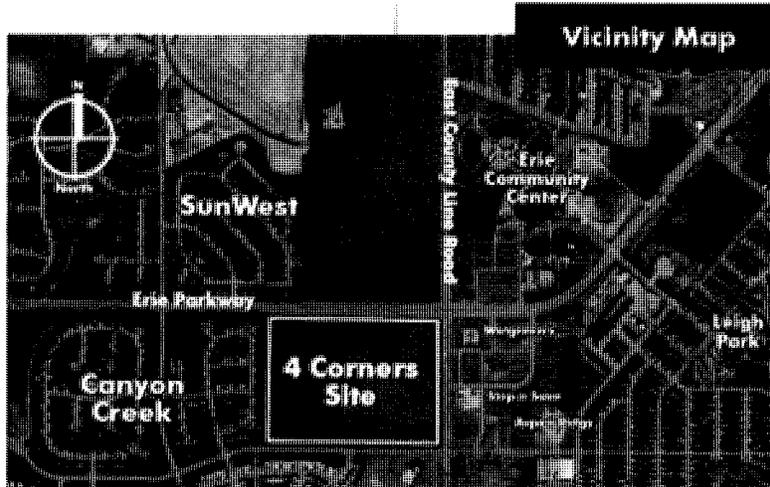
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**Applicant:** RMCS, LLC  
21 South Sunset Street  
Longmont, Colorado, 80501

**Owners:** Erie Commercial Venture, LLC  
7720 East Belleview Avenue, Suite 350  
Greenwood Village, Colorado, 80111

**Property Location:**

The portion of Canyon Creek PD Amendment No. 9 that is being modified is located in the Canyon Creek Subdivision Filing No. 10 (4 Corners Site) which is located on the southwest corner of Erie Parkway and County Line Road.



**Current Land Use and Zoning – Canyon Creek Filing No. 10:**

Zoning: Canyon Creek PD – Planned Development

Project Size: 46.6 Acres

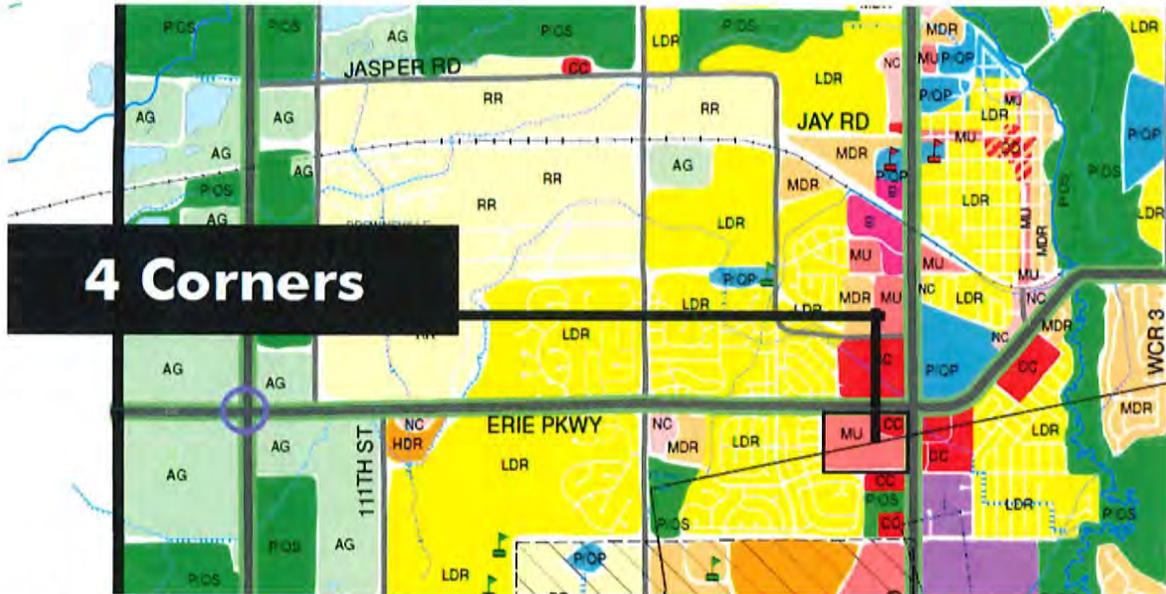
Existing Use: Vacant Lot

**Adjacent Land Use and Zoning:**

	ZONING	LAND USE
<b>NORTH</b>	CC – Community Commercial CMU – Community Mixed Use LR – Low Density Residential	Ranchwood – Vacant Commercial Ranchwood – Vacant Mixed Use Sunwest – Single Family Residential
<b>EAST</b>	CC – Community Commercial	Commercial Uses / Charter School
<b>SOUTH</b>	PD – Planned Development	Canyon Creek Filing 6: Church Canyon Creek Filing 6 – Single Family Residential
<b>WEST</b>	PD – Planned Development	Canyon Creek Filing 5 – Single Family Residential

**Compliance with Town of Erie Comprehensive Plan:**

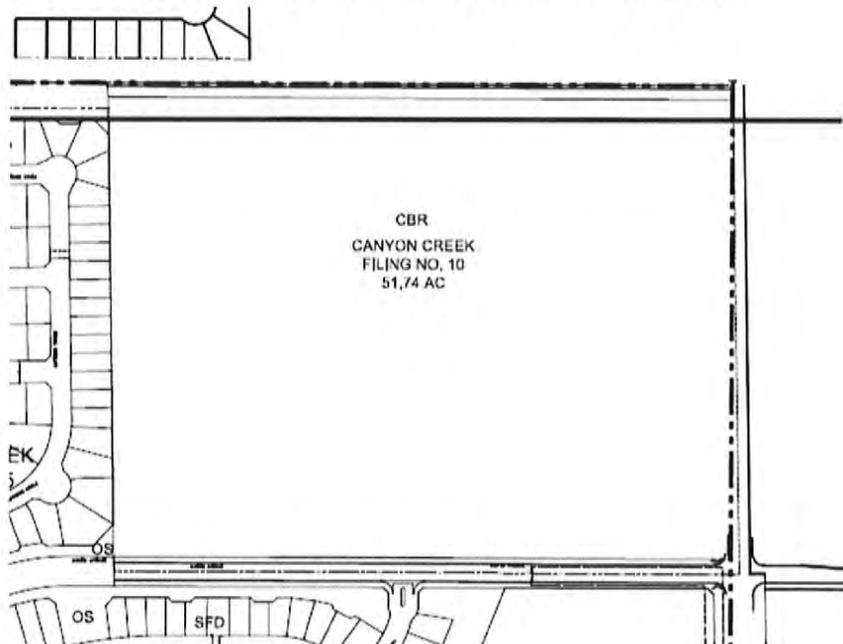
The application is in general Compliance with the Land Use designations on the Comprehensive Plan, Land Use Plan Map. This property allows for MU – Mixed Use and CC – Community Commercial land uses.



**Current Canyon Creek PD Amendment No. 8:**

As illustrated on the PD map below, the Canyon Creek Filing No. 10 area of the PD is currently designated on the PD zoning map as 51.74 acres of CBR – Commercial / Business / Retail.

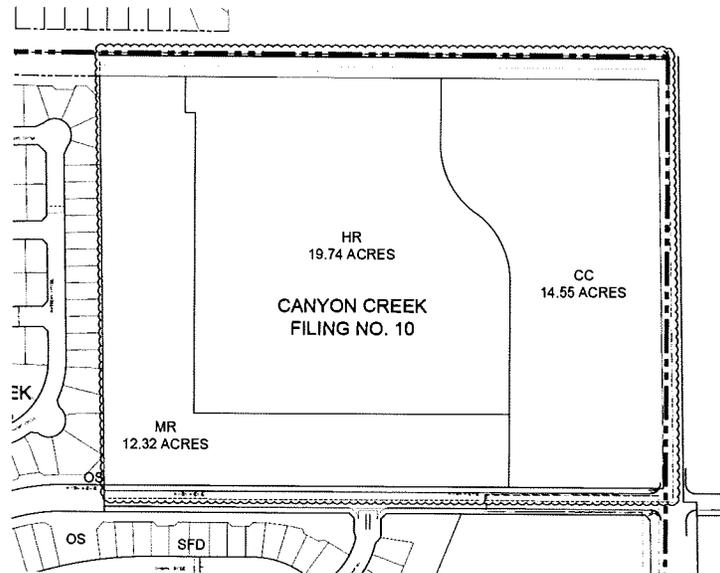
Existing Canyon Creeks PD Amendment No. 8 Map



**Proposed Canyon Creek PD Amendment No. 9:**

Canyon Creek PD Amendment No. 9 proposes amendments to create a mixed use neighborhood with a variety of commercial and residential dwelling types.

Proposed Canyon Creeks PD Amendment No. 9 Map



Proposed Land Uses

As illustrated on the PD Amendment No. 9 map above, the proposal for the Canyon Creek Filing No. 10 portion of the Canyon Creek PD is to designate three Principal Land Uses: 14.55 acres of CC-Community Commercial; 19.74 acres of HR-High Density Residential; and, 12.32 acres of MR-Medium Density Residential.

The Canyon Creek PD Amendment No. 9 CC-Community Commercial Land Use, HR-High Density Residential Land Use, and MR-Medium Density Residential Land Use will follow the Unified Development Code Table of Permitted Uses in CC-Community Commercial, HR-High Density Residential, and MR-Medium Density Residential zone districts.

Minor modifications to the Permitted Uses are found in Table II on Sheet 2 of the PD Amendment document. PD Amendment No. 9 will allow Single Family Detached – Patio homes as a use by right, with the same architectural design guidelines as were adopted in Canyon Creek Filing No. 9 for the Boulder Creek Neighborhoods patio home development, within the HR-High Density Residential Land Use and MR-Medium Density Residential Land Use. Additionally, within 200 feet of the existing single family homes in Canyon Creek Filing 5, the applicant has proposed that the housing be restricted to alley loaded single family patio homes or duplexes. This will ensure an appropriate housing transition from the existing single family homes to the new development in Filing 10.

Number of Dwelling Units:

PD Amendment No. 9 sets the maximum number of dwelling units in Canyon Creek Filing 10 as:

Land Use	Maximum Units	Minimum Density	Maximum Density
MR-Medium Density Residential:	107	5	10
High Density Residential:	393	10	20
Total:	500		

The proposed density range for the MR Land Use is the same as the Unified Development Code. The proposed density range for the HR Land Use is the same as the Unified Development Code with the density bonus option the UDC offers as an incentive to encourage a mix of dwelling unit types.

Lot Sizes:

Canyon Creek PD Amendment No. 9 also proposes minimum lot sizes and minimum lot widths based on residential use types. Adjacent is the proposed table of new minimum lot sizes and widths for Canyon Creek Filing No. 10 (modification occurring in bubbled portion of the table):

<b>III. MINIMUM LOT SIZES (per Planning Area)</b>				
<b>PLANNING AREA (Filing No.)</b>	<b>PRINCIPAL LAND USE</b>	<b>MIN. RES. LOT AREA (sq. feet)</b>	<b>MIN. INTERIOR RES. LOT WIDTH (feet)</b>	<b>MIN. CORNER RES. LOT WIDTH (feet)</b>
Filing No.1		5,000	50'	60'
Filing No.2		5,000	50'	60'
Filing No.3		5,000	50'	60'
Filing No.4		5,000	50'	60'
Filing No.5		5,000	50'	60'
Filing No.6		5,000	50'	60'
Filing No.7		5,000	50'	60'
Filing No.8		N/A	N/A	N/A
Filing No.9 SFD		9,500	80'	90'
Filing No.9 SFD-P		5,500	35'	40'
Filing No.9 TH		1,450	20'	35'
Filing No.10 MR & HR	SFD - Alley Loaded	3,150	30'	35'
Filing No.10 MR & HR	SFD - Patio Alley Loaded	3,800	30'	35'
Filing No.10 MR & HR	Duplex	2,250 per DU	25'	30'
Filing No.10 MR & HR	Town Home - Alley Loaded	1,450 per DU	NA	NA
Filing No.10 MR & HR	Multifamily	1,250 per DU	NA	NA

As reference for comparison; the table below is the Town's Municipal Code standard minimum lot sizes for our HR – High Density Residential and MR – Medium Density Residential Land Use areas.

<b>Zone District</b>	<b>Minimum Lot Area</b>	<b>Minimum Lot Width</b>
HR – High Density Residential	5,000 Single Family 2,500 Multifamily	50 feet Single Family 60 feet Single Family corner lot No minimum lot width for Multifamily
MR – Medium Density Residential	5,000 Single Family 2,500 Multifamily	50 feet Single Family 60 feet Single Family corner lot No minimum lot width for Multifamily

Setbacks:

Below is the proposed table of minimum setbacks for the proposed land uses in Canyon Creek Filing No. 10 (modification occurring in bubbled portion of the table):

**IV. MINIMUM SET BACK TO PRINCIPAL BUILDINGS**

All setbacks measured from the Property Line (PL) to the structure as noted.

Multiple principal buildings on a single lot shall be separated a distance equal to the distance that would be required if they were separated by a lot line.

PLANNING AREA (Filing No.)	FRONT YARD (feet)		SIDE YARD (feet)		REAR YARD (feet)
	To garage	To bldg.	Interior lot	Along street	
Filing No.1 - SFD	20'	20'	5'	15'	15'
Filing No.2 - SFD	20'	20'	5'	15'	15'
Filing No.3 - SFD	20'	20'	5'	15'	15'
Filing No.4 - SFD	20'	20'	5'	15'	15'
Filing No.5 - SFD	20'	20'	5'	15'	15'
- DC	20'	20'	10'	20'	20'
- MDR	20'	10'	5/0'*/***	5'	5'
Filing No.6 - SFD	20'	20'	5'***	15'*	15'
- RA	20'	20'	10'	20'	20'
- CBR	N/A	20'	5/0'*	20'	20'
Filing No.7 - SFD	20'	20'	5'	15'	15'
Filing No.8 - MDR	20'	15'	5/0'*	10'	15'
Filing No.9 - SFD	25'	25'	10'	20'	20'
- TH****	20'	5'	5/0'/*	5'	5'
- SFD-P****	20'	15'*****	5'	10'	10'
Filing No. 10 - CRP	N/A	20'	10/0'	20'	20'

As reference for comparison; the table below is the Town's Municipal Code standard setbacks.

Zone District	Front Yard to Garage	Front Yard to Building	Side Yard Interior Lot Line	Side Yard to Street	Rear Yard
MR – Low Density Residential	20'	20'	5'/0' for attached dwelling unit	20''	20''
HR – High Density Residential	20'	20'	10'/0' for attached dwelling unit	20'	20'
CC – Community Commercial		20'	10'/0' for attached units	20'	20'

The PD Amendment proposes to use the same setback encroachment language approved for the SFD-P and TH in Canyon Creek Filing No. 9 for the HR – High Density Residential and MR – Medium Density Residential Land Use areas. The encroachment language proposed for the CC – Community Commercial Land Use area states:

\*\*\*\*\* Awnings, blade signs, incidental architectural features such as cornices, eaves, canopies, chimneys, bay windows, ornamental features and other similar architectural features may project not more than five (5) feet into any required setback.

Maximum Building Height:

Adjacent is the proposed table of maximum building heights for the proposed land uses in Canyon Creek Filing No. 10 (modification occurring in bubbled portion of the table):

The HR – High Density Residential Land Use area includes a requirement that the proposed 45 foot building height maximum be limited to a three story building with the allowance of a mezzanine/entresol (mid-story level) within the building.

**VI. ADDITIONAL STANDARDS**

PLANNING AREA (Filing No.)	MIN. SETBACK BETWEEN BUILDINGS (feet)	MAX. LOT COVERAGE (percent %)		MAX BLDG. HEIGHT (feet)	
		Principal	Accessory *	Principal	Accessory
Filing No. 1 - SFD	10'	30%	30%	35'	25'
Filing No. 2 - SFD	10'	30%	30%	35'	25'
Filing No. 3 - SFD	10'	30%	30%	35'	25'
Filing No. 4 - SFD	10'	30%	30%	35'	25'
Filing No. 5 - SFD	10'	30%	30%	35'	25'
- DC	10'	30%	30%	35'	25'
- MDR	10'	NA	NA	25'	25'
Filing No. 6 - SFD	10'	NA	NA	35'	25'
- RA	10'	30%	30%	45**	25'
- CBR	10'	30%	30%	35'	25'
Filing No. 7 - SFD	10'	NA	NA	35'	25'
Filing No. 8 - MDR	10'	NA	NA	35'	25'
Filing No. 9 - SFD	10'	30%	30%	35'	25'
-TH	0'	NA	NA	35'	NOT PERMITTED
-SFD-P	0'	NA	NA	35'	NOT PERMITTED
Filing No. 10 - MR	NA	NA	NA	35'	25'
-HR***	NA	NA	NA	45'	25'
-CC	NA	NA	NA	45'	25'

\* Maximum coverage of required yard

\*\* - 55' permitted for the domed portion of the church structure only.

- A cross may be placed on top of the domed portion, however the dome may not exceed 55 feet and the total height of the dome and cross may not exceed 60

- A bell tower is permitted but shall not be considered an appurtenance and shall not exceed 45 feet in height.

\*\*\* A maximum of three (3) stories is allowed; however, a mezzanine or entresol space is permitted if it has an interior entrance connection to the third floor unit, does not provide a separate, primary exterior entrance to the building, and the building height remains at or under 45 feet.

As reference for comparison; the table below is the Town's Municipal Code standard maximum building height for our CC – Community Commercial, HR – High Density Residential and MR – Medium Density Residential Land Use areas.

Zone District	Maximum Height
CC – Community Commercial	45 feet/3 stories max.
HR – High Density Residential	Principal: 35 feet Accessory: 25 feet
MR – Medium Density Residential	Principal: 35 feet Accessory: 25 feet

**STAFF ANALYSIS:**

Canyon Creek PD Amendment No. 9 was reviewed for conformance with Municipal Code, Title 10, UDC Section 10.7.23 C.9. Approval Criteria. Staff finds the Canyon Creek PD Amendment No. 9 application in compliance with the Approval Criteria as listed below.

- a. The PD district zoning is generally consistent with the purpose of the PD zone district as set forth in UDC Sections 2.5 and 7.6.  
Staff: It is generally consistent.
- 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 Subsection 6.1.C or the PUD Overlay District in UDC Subsection 2.7.D.  
Staff: The modification allows for the construction of a mixed use neighborhood at the crossroads of the Towns primary principal arterial streets (Erie Parkway and County Line Road).
- c. The PD zoning district will promote the public health, safety, and general welfare.  
Staff: The PD Amendment promotes the public health, safety and general welfare.
- d. The PD zoning district is generally consistent with the Town of Erie Comprehensive Master Plan; Transportation Master Plan; Parks, Recreation, Open Space, and Trails Master Plan, and other pertinent Town plan and policy documents.  
Staff: The PD Amendment is generally consistent with the Town of Erie master plans.
- 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: Adequate facilities are available to serve the property and existing development.
- f. The PD zone district provides adequate vehicular circulation and parking facilities in terms of traffic volumes, convenience, safety, access, screening and noise.  
Staff: All proposed vehicular facilities will meet the Town requirements at the time of plat application.
- 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: Adequate pedestrian and bicycle circulation are proposed in the supporting Sketch Plan application.
- 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: Significant adverse impacts are not anticipated.
- 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: Adequate access onto the adjacent principal arterial streets to help mitigate any vehicular impacts on the adjacent properties and the supporting Sketch Plan application has indicated that an emphasis will be made to provide safe pedestrian access through the site. Significant adverse impacts are not anticipated.
- j. Proposed uses will be compatible in scale with uses on properties in the vicinity of the PD zone district.  
Staff: The proposed development will provide a transition of residential uses from the proposed commercial to the existing land uses that is compatible in scale.

- 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: The PD Amendment allows for diversification of the housing within Canyon Creek.
- l. Visual relief is provided through building placement, shortened or interrupted street vistas, visual access to open space, parks, and other design methods.  
Staff: The Sketch Plan that supports the PD Amendment provides visual relief through the use of alleys and common open spaces.
- m. The modifications permitted 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: The PD Amendment will allow for a wider diversity of housing and commercial options within the Canyon Creek Subdivision.

**Staff Recommendation:**

Staff finds the application consistent with the PD Amendment approval criteria in Municipal Code Section 10.7.23 C.9 and recommends approval of the Canyon Creek PD Amendment No. 9 application, on a second reading of the Ordinance. Staff has provided draft Ordinance 20-2015 approving the application for the Board of Trustees to consider.

**Public Notice**

Colorado Hometown Weekly Newspaper Publication: July 22, 2015  
 Notice Posted on Public Notice Boards and on Property; and,  
 Letters to adjacent property owners mailed: July 24, 2015

The documentation required for the PD Amendment application is complete. The Community Development file for the Canyon Creek PD Amendment No. 9 application is entered into the public record.

**Neighborhood Meeting:**

As required by the Municipal Code a Neighborhood Meeting was held on June 26th at 6:00 p.m. in the Erie Community Center. The required notice for the Neighborhood Meeting was provided.

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**Staff Review:**

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

**Approved by:**

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

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**ATTACHMENTS:**

- A. Ordinance 20-2015
- B. Planning Commission Resolution P15-23 and Minutes

**EXHIBIT A**

**ORDINANCE NO. 20-2015**

**AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, APPROVING CANYON CREEK PD AMENDMENT NO. 9; MAKING FINDINGS SUPPORTING CANYON CREEK PD AMENDMENT NO. 9; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, Erie Commercial Venture, LLLP, 6950 East Belleview Avenue, Suite 202, Greenwood Village, Colorado, hereinafter known as the “Developer,” has submitted a “PD” Planned Development Amendment (“Canyon Creek PD Amendment No. 9”) for those certain lands within the Town of Erie, Colorado, known as “Canyon Creek”, under the authority provided by the Municipal Code of the Town of Erie, Colorado; and,

**WHEREAS**, the Planning Commission of the Town of Erie, Colorado, conducted a public hearing on July 15, 2015, pursuant to the published notice for consideration of the Canyon Creek Planned Development “PD” Amendment No. 9, on the application of Erie Commercial Venture, LLLP, 6950 East Belleview Avenue, Suite 202, Greenwood Village, Colorado, and;

**WHEREAS**, the Board of Trustees of the Town of Erie, Colorado, considered the Canyon Creek PD Amendment No. 9 at a public hearing held on August 11, 2015 for which meeting public notice was legally given, on the application of the Developer, being the amendment of the PD for the following real property; to wit:

A Portion of the Southeast One-Quarter of Section 13, and A Portion of the Southeast One-Quarter of the Southwest One-Quarter of Section 13, and A Portion of the South One-Half of Section 24, Township 1 North, Range 69 West of the Sixth Principal Meridian, Town of Erie, County of Boulder, State of Colorado,

and,

**WHEREAS**, the Developer’s application and supporting documents are in substantial compliance with the “*Town of Erie, 2005 Comprehensive Plan*” and the “*Town of Erie Municipal Code, Title 10*”; and,

**WHEREAS**, Canyon Creek PD Amendment No. 9 as proposed will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado; and,

**WHEREAS**, the notice has been given and the public hearings have been held, all as required by the Municipal Code of the Town of Erie.

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

**Section 1.** That following a legally noticed and duly conducted public hearing, the Board of Trustees of the Town of Erie has determined that the Canyon Creek PD Amendment No. 9 application meets the approval criteria in Municipal Code Title 10, Section 7.23 C.9., as applied to an existing PD, specifically making the following findings:

- a. The PD district zoning is generally consistent with the purpose of the PD zone district as set forth in UDC Sections 2.5 and 7.6.

Finding: It is generally consistent.

- 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 Subsection 6.1.C or the PUD Overlay District in UDC Subsection 2.7.D.

Finding: The modification allows for the construction of a mixed use neighborhood at the crossroads of the Towns primary principal arterial streets (Erie Parkway and County Line Road).

- c. The PD zoning district will promote the public health, safety, and general welfare.

Finding: The PD Amendment promotes the public health, safety and general welfare.

- d. The PD zoning district is generally consistent with the Town of Erie Comprehensive Master Plan; Transportation Master Plan; Parks, Recreation, Open Space, and Trails Master Plan, and other pertinent Town plan and policy documents.

Finding: The PD Amendment is generally consistent with the Town of Erie master plans.

- 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.

Finding: Adequate facilities are available to serve the property and existing development.

- f. The PD zone district provides adequate vehicular circulation and parking facilities in terms of traffic volumes, convenience, safety, access, screening and noise.

Finding: All proposed vehicular facilities meet the Town Municipal Code requirements at the time of plat application.

- 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.

Finding: Adequate pedestrian and bicycle circulation are proposed in the supporting Sketch Plan application.

- h. The PD zone district is not likely to result in significant adverse impacts to the natural environment, and significant scenic and historic features.

Finding: Significant adverse impacts are not anticipated.

- 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.

Finding: Adequate access onto the adjacent principal arterial streets will help mitigate any vehicular impacts on the adjacent properties and the supporting Sketch Plan application has indicated that an emphasis will be made to provide safe pedestrian access through the site. Significant adverse impacts are not anticipated.

- j. Proposed uses will be compatible in scale with uses on properties in the vicinity of the PD zone district.

Finding: The proposed development will provide a transition of residential uses from the proposed commercial to the existing land uses that is compatible in scale.

- 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.

Finding: The PD Amendment allows for diversification of the housing within Canyon Creek.

- l. Visual relief is provided through building placement, shortened or interrupted street vistas, visual access to open space, parks, and other design methods.

Finding: The Sketch Plan that supports the PD Amendment provides visual relief through the use of alleys and common open spaces.

- m. The modifications permitted 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.

Finding: The PD Amendment will allow for a wider diversity of housing and commercial options within the Canyon Creek Subdivision.

That the proposed Canyon Creek Planned Development Amendment No. 9 will preserve the health, safety, welfare, and interest of the citizens of Erie, Colorado.

**Section 2.** That Canyon Creek PD Amendment No. 9, as specifically set forth in the Town of Erie, Canyon Creek PD Amendment No. 9 application, for the Property owned by the Developer, described herein above, is hereby approved, in accordance with the provisions of Municipal Code, Title 10 of the Town of Erie, Colorado.

**Section 3.** The Canyon Creek PD Amendment No. 9 shall not affect the Developer's commitments made in the Annexation Agreement, Development Agreements, and the Site Plan Agreements, except as may be specifically amended herein.

**Section 4. Severance Clause.** If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

**Section 5. Repeal.** All other ordinances or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

**Section 6. Effective Date.** This Ordinance shall take effect thirty (30) days after publication following final passage or upon the full execution of the Canyon Creek PD Amendment No. 9 and the recording of the same with the Boulder County Clerk and Recorder, whichever occurs later.

**INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED IN FULL  
BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 25<sup>TH</sup> DAY OF  
AUGUST 2015.**

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

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

By: \_\_\_\_\_

Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_

Nancy Parker, Town Clerk

**EXHIBIT B**

**RESOLUTION NO. P15-23**

**A RESOLUTION REGARDING THE HEARING ON  
CANYON CREEK PD AMENDMENT NO. 9, ADOPTING CERTAIN FINDINGS OF  
FACT AND CONCLUSIONS FAVORABLE TO THE PD AMENDMENT.**

**WHEREAS**, the Planning Commission of the Town of Erie, Colorado, considered Canyon Creek PD Amendment No. 9 at a public hearing on Wednesday, July 15, 2015, on the application of Erie Commercial Venture, LLLP, 6950 East Belleview Avenue, Suite 202, Greenwood Village, Colorado, for the PD Amendment of the following real property; to wit:

A Portion of the Southeast One-Quarter of Section 13, and A Portion of the Southeast One-Quarter of the Southwest One-Quarter of Section 13, and A Portion of the South One-Half of Section 24, Township 1 North, Range 69 West of the Sixth Principal Meridian, Town of Erie, County of Boulder, State of Colorado;

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

**Section 1. Findings of Fact.**

1. The applicant's application and supporting documents are in substantial compliance with the Town of Erie Municipal Code, Title 10.
2. Following a duly noticed and conducted public hearing, the Planning Commission determined that the application meets the approval criteria in Municipal Code Title 10, Section 10.7.23 C.9. Approval Criteria:
  - a The PD district zoning is generally consistent with the purpose of the PD zone district as set forth in UDC Sections 2.5 and 7.6.
  - 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 Subsection 6.1.C or the PUD Overlay District in UDC Subsection 2.7.D.
  - c The PD zoning district will promote the public health, safety, and general welfare.
  - d The PD zoning district is generally consistent with the Town of Erie Comprehensive Master Plan; Transportation Master Plan; Parks, Recreation, Open Space, and Trails Master Plan, and other pertinent Town plan and policy 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.
  - f The PD zone district provides adequate vehicular circulation and parking facilities in terms of traffic volumes, convenience, safety, access, screening and noise.
  - 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.

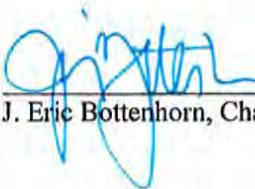
- h The PD zone district is not likely to result in significant adverse impacts to the natural environment, and significant scenic and historic features.
  - i The PD zone district will not result in significant adverse impacts on properties in the vicinity of the PD zone district, or such impacts will be substantially mitigated.
  - j Proposed uses will be compatible in scale with uses on properties in the vicinity of the PD zone district.
  - 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.
  - l Visual relief is provided through building placement, shortened or interrupted street vistas, visual access to open space, parks, and other design methods.
  - m The modifications permitted 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.
3. That the proposed Canyon Creek Planned Development Amendment No. 9 will preserve the health, safety, welfare, and interest of the citizens of Erie, Colorado.

**Section 2. Conclusions and Order Recommending Approval to the Board of Trustees for Canyon Creek PD Amendment No. 9.**

- 1. The applicant's application and supporting documents are in substantial compliance with Municipal Code, Title 10.
- 2. Based on the above Findings of Fact, the Planning Commission hereby forwards the Canyon Creek PD Amendment No. 9 application to the Board of Trustees with the Planning Commission's recommendation for approval.

**INTRODUCED, READ, SIGNED AND APPROVED** this 15<sup>th</sup> day of July 2015.

TOWN OF ERIE, PLANNING COMMISSION

By:   
J. Eric Bottenhorn, Chair

ATTEST:

By:   
Hallie S. Sawyer, Secretary

**Town of Erie**  
**Planning Commission Regular Meeting**  
**Wednesday, July 15, 2015**  
**6:30 p.m.**  
**Board Room, Erie Town Hall, 645 Holbrook, Erie, Co 80516**

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**I. CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE**

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

**II. ROLL CALL**

Commissioner Bottenhorn - Present  
Commissioner Burgard – Arrived 6:32  
Commissioner Campbell - Present  
Commissioner Kemp - Present

Commissioner Fraser -  
Commissioner Gippe - Excused  
Commissioner Harrison - Present

Staff Present: R. Martin Ostholthoff, Community Development Director;  
Deborah Bachelder, Senior Planner;  
Todd Bjerkaas, Senior Planner;  
A.J. Krieger, Town Administrator;  
Paula Mehle, Economic Development; and  
Hallie Sawyer, Secretary to the Commission

**III. APPROVAL OF THE AGENDA**

Commissioner Campbell moved to amend the agenda by moving item VI.6. Public Hearing – Comprehensive Plan Amendment to the first business item, and approve the July 15, 2015, Regular Meeting Agenda as amended. The motion, seconded by Commissioner Kemp, carried with all voting in favor thereof.

**IV. APPROVAL OF MINUTES**

**a. Minutes from the May 20, 2015, Regular Meeting.**

Commissioner Harrison moved to approve the May 20, 2015, Minutes as submitted. The motion, seconded by Commissioner Campbell, carried with all voting in favor thereof.

**V. PUBLIC COMMENTS**

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

Comment was taken from Ken Martin, Chairman of the Town of Erie Open Space and Trails Advisory Board, regarding OSTAB's concerns about the proposed Sketch Plan for Canyon Creek Filing 10 Four Corners development that will be considered later in the meeting.

**VI. RESOLUTIONS**

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

**1. Public Hearing – Comprehensive Plan Amendment - TO BE CONTINUED TO AUGUST 19<sup>TH</sup>, 2015**

Purpose: Consideration of a Comprehensive Plan Amendment

Project File #: CPA-000195-2015

Request: Consideration of Resolution P15-\_\_\_.

Location: N/A

Applicants: N/A

(Staff Planner: Marty Ostholthoff)

Chairman Bottenhorn opened the public hearing at 6:35 p.m., and continued the hearing to August 19, 2015.

## **2. Public Hearing – Vista Ridge F-14 Minor Subdivision Plat**

Purpose: Consideration of Minor Subdivision Plat

Project File #: MS-14-00049

Request: Consideration of Resolution P15-19, A Resolution Regarding The Minor Subdivision Plat Of Vista Ridge Filing No. 14, Adopting Certain Findings Of Fact And Conclusions Favorable To The Minor Subdivision Plat.

Location: NW Corner of Sheridan Blvd. and CO Highway 7

Applicants: Montex (Brownlee)

(Staff Planner: Todd Bjerkaas)

Chairman Bottenhorn opened the public hearing at 6:35 p.m. Mr. Bjerkaas presented the applications for the Vista Ridge Filing 14 Minor Subdivision Plat and Site Plan, entered the documents into evidence and presented the staff recommendations for approval of the two resolutions. Chairman Bottenhorn swore in the audience.

Drew Warot and Brandon McClary, 65 Tejon Street, Denver, represented Kings Soopers, the project anchor, and were present to address questions and concerns.

Public Comment was taken from Betty Jo Booth, Chairman of the Board for the Vista Ridge Academy; Monica Wernick of Vista Ridge; and Stephen Weddig, 1265 Graham Circle. Comments covered Vista Academy's concerns about the rear of the King Soopers Store being so close to the school; store deliveries impacting school drop offs; losing fields and open space; impact on area homes and traffic; with Erie's Safeway being in Lafayette and King Soopers in Broomfield, folks in the middle had nowhere close to shop.

Commissioner questions and concerns covered store deliveries vs. school drop-offs; blending of architectural detail with the surrounding community; entryway coverings to provide protection from weather; Highway 7/Sheridan expansion time frames; estimated completion time; why 3' shorter parking spaces; parking lot safety; location of existing cottonwood trees; what determined size of fueling bay; why no drive-thru like for Starbucks; how will current topography be changed; will perimeter walks be extended to existing walks; are the sign size changes unique to Erie; is the property to the west future multifamily; explain process of evaluating future store sites; and will three pad sites be sold or leased to future users.

Chairman Bottenhorn closed the public hearings at 7:51 p.m.

Commissioner comments covered general excitement to welcome King Soopers to Erie, citing the huge need that will be filled; appreciation for delivery times occurring during evening hours; thanks for well written reports and submittal and for answering all of the questions and concerns; good presentation; and all commissioners noted agreement with all of the proposed Alternative Compliance requests. Commissioner Campbell moved approval of Resolution P15-19, A Resolution Regarding The Minor Subdivision Plat Of Vista Ridge Filing No. 14, Adopting Certain Findings Of Fact And Conclusions Favorable To The Minor Subdivision Plat. The motion, seconded by Commissioner Kemp, carried with all voting in favor thereof.

## **3. Public Hearing – Vista Ridge F-14 Site Plan**

Purpose: Consideration of Site Plan

Project File #: SP-14-00050

Request: Consideration of Resolution P15-20, A Resolution making Certain Findings Of Fact And Conclusions Favorable To The Site Plan For Vista Ridge Filing no. 14, Town of Erie, County of Weld, State of Colorado.

Location: NW Corner of Sheridan Blvd. and CO Highway 7

Applicants: Montex (Brownlee)

(Staff Planner: Todd Bjerkaas)

Commissioner Harrison moved approval of Resolution P15-20, A Resolution making Certain Findings Of Fact And Conclusions Favorable To The Site Plan For Vista Ridge Filing no. 14, Town of Erie, County of Weld, State of Colorado. The motion, seconded by Commissioner Campbell, carried with all voting in favor thereof.

Chairman Bottenhorn called for a short recess at 8:00 p.m. The meeting was called back to order at 8:03p.m.

**4. Public Hearing – Vista Ridge F-2, 1<sup>st</sup> Amendment Preliminary Plat**

Purpose: Consideration of Preliminary Plat

Project File #: PP-000055-2014

Request: Consideration of Resolution P15-21, A Resolution Regarding The Vista Ridge Filing No. 2, 1<sup>st</sup> Amendment Preliminary Plat, Adopting Certain Findings Of Fact And Conclusions Favorable To The Preliminary Plat.

Location: North of Ridge View Drive between the Primrose School and Vista Academy

Applicants: Montex (Vista Ridge, LLC)

(Staff Planner: Marty Ostholthoff)

Chairman Bottenhorn opened the public hearing at 8:04 p.m. Mr. Ostholthoff presented the applications for the Vista Ridge Filing 2, 1<sup>st</sup> Amendment Preliminary Plat and Site Plan, entered the documents into evidence and presented the staff recommendations for approval of the two resolutions. Chairman Bottenhorn swore in the audience.

Ward Ritter, Chartered Homes, 3160 Village Vista Drive, Erie, was present to address any questions and concerns.

There was no public comment.

Commissioner questions and concerns covered will this be more upscale than Latitude; will the homes backing to the golf course have walkouts; soils/foundation issues – are there guarantees in place; street tops; and estimated HOA costs.

Chairman Bottenhorn closed the public hearing at 8:27p.m.

The Commission had no further comments.

Commissioner Kemp moved approval of Resolution P15-21, A Resolution Regarding The Vista Ridge Filing No. 2, 1<sup>st</sup> Amendment Preliminary Plat, Adopting Certain Findings Of Fact And Conclusions Favorable To The Preliminary Plat. The motion, seconded by Commissioner Harrison, carried with all voting in favor thereof.

**5. Public Hearing – Vista Ridge F-2, 1<sup>st</sup> Amendment Site Plan**

Purpose: Consideration of Site Plan

Project File #: SP-000054-2014

Request: Consideration of Resolution P15-22, A Resolution Making Certain Findings Of Fact And Conclusions Favorable To The Site Plan For Vista Ridge Filing No. 2, 1<sup>st</sup> Amendment, Town Of Erie, County Of Weld, State Of Colorado.

Location: North of Ridge View Drive between the Primrose School and Vista Academy

Applicants: Montex (Vista Ridge, LLC)

(Staff Planner: Marty Ostholthoff)

Commissioner Kemp moved approval of Resolution P15-22, A Resolution Making Certain Findings Of Fact And Conclusions Favorable To The Site Plan For Vista Ridge Filing No. 2, 1<sup>st</sup> Amendment, Town Of Erie, County Of Weld, State Of Colorado. The motion, seconded by Commissioner Harrison, carried with all voting in favor thereof.

**6. Public Hearing – Canyon Creek Planned Development Amendment No. 9**

Purpose: Consideration of Planned Development Amendment No. 9 for Canyon Creek

Project File #: PDA-000544-2015

Request: Consideration of Resolution P15-23, A Resolution Regarding The Hearing On Canyon Creek PD Amendment No. 9, Adopting Certain Findings Of Fact And Conclusions Favorable To The PD Amendment.

Location: SW Corner of Erie Parkway & County Line Road

Applicants: Erie Commercial Ventures, LLLP

(Staff Planner: Deborah Bachelder)

Chairman Bottenhorn opened the public hearing at 8:29 p.m. Mrs. Bachelder presented the applications for the Canyon Creek PD Amendment No. 9 and Sketch Plan for Canyon Creek Filing 10, entered the documents into evidence and presented the staff recommendations for approval of the resolution. Chairman Bottenhorn swore in the audience, and disclosed that the architect for this project had been a client of his firm in the past. They were no longer doing business, and his judgment would not be swayed by the acquaintance.

Justin McClure, RMCS, LLC, 21 S. Sunset Street, would present details of the Sketch Plan and was available to address questions and concerns.

Public Comment was taken from Douglas Luers, 600 Mathews Circle; and Vladimir Dixy, 409 Graham Way. Concerns covered view from back yards; need for a view corridor and or open space between developments; construction noise and dirt; light pollution; home values; traffic signal at Austin Avenue & County Line; need for a small grocer like Sprouts; and will the Town be financing infrastructure.

Commissioner question and concerns included traffic; impact of this added density on existing Town facilities; plug for splash parks; strategy for leasing/owning retail pad sites; how has McStain done with their alley loaded Single Family; market study; will they partner with preferred builders; and will the multifamily be serviced by elevators of walkups.

Commissioner Bottenhorn closed the public hearing at 9:21 p.m.

Commissioner Comments covered excitement to see this plan; nice to see plans for a desperately needed grocery store in this specific area; this is a better compromise than big box development; likes linear park idea; tonight has been mind-blowing, seeing this type of growth presented after 16 years; excitement about the possibilities; appreciation for park alternatives; fascinating concept that looks neat; appreciation for an appropriate plan that should be in this location; and the 45' height will be appropriate.

Commissioner Campbell moved approval of Resolution P15-23, A Resolution Regarding The Hearing On Canyon Creek PD Amendment No. 9, Adopting Certain Findings Of Fact And Conclusions Favorable To The PD Amendment. The motion, seconded by Commissioner Kemp, carried with all voting in favor thereof.

**VII. GENERAL BUSINESS** (This agenda item is reserved for matters that are ready for Commission action, and do not fit into other categories, i.e. resolutions)

**1. Canyon Creek F-10 Sketch Plan**

Purpose: Consider proposed sketch plan

Project File #: SK-000206-2015

Request: Consider and comment on proposed sketch plan

Location: SW Corner of Erie Parkway & County Line Road

Zoning: Canyon Creek Planned Development

Applicants: Erie Commercial Ventures, LLLP

(Staff Planner: Deborah Bachelder)

Comments were made during the public hearing portion of the meeting.

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

The Stakeholders meeting next Tuesday, July 21<sup>st</sup> will begin at 6 p.m.

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

**None.**

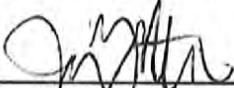
X. ADJOURNMENT

There being no further business to come before the Commission, Chairman Bottenhorn adjourned the July 15, 2015, Regular Meeting of the Planning Commission at 9:33 p.m.

Respectfully Submitted,

Town of Erie Planning Commission

By:   
Hallie S. Sawyer, Secretary

By:   
J. Eric Bottenhorn, Chair

**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
**Board Meeting Date: August 25, 2015**

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**SUBJECT:** LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

**Consideration of Resolution 15-101 (Continued from 8/11/2015):**  
A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Approving The 4 Corners Pre-Development Agreement; Authorizing The Appropriate Town Official To Sign Said Pre-Development Agreement; And, Setting Forth Details In Relation Thereto.

**PURPOSE:** Authorize Town officials to accept, and to sign the Termination and Release of Annexation Agreement, and the 4 Corners Pre-Development Agreement.

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

**DEPARTMENT:** Community Development

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

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

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**STAFF RECOMMENDATION:** Approval of Resolution 15-101 authorizing Town officials to accept, and to sign the 4 Corners Pre-Development Agreement.

**PLANNING COMMISSION RECOMMENDATION:** N/A

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**SUMMARY AND BACKGROUND**

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The Resolution provided for the Board of Trustees authorizes Town officials to accept, and to sign the 4 Corners Pre-Development Agreement. The Pre-Development Agreement addresses the current development proposal for residential and commercial development of the property, as illustrated in the Canyon Creek PD Amendment No. 9 application and the Canyon Creek Filing No. 10 Sketch Plan application that is being reviewed concurrently with the Pre-Development Agreement.

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**Staff Review:**

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

**Approved by:**

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

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**ATTACHMENTS:**

- A. Draft Resolution 15-101
- B. 4 Corners Pre-Development Agreement

**EXHIBIT A**

**RESOLUTION NO. 15-101**

**A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO APPROVING THE 4 CORNERS PRE-DEVELOPMENT AGREEMENT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN SAID PRE-DEVELOPMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, the Board of Trustees approved Ordinance 20-2015, rezoning the Canyon Creek Filing No. 10 (4 Corners) Property, in Canyon Creek PD Amendment No.9, from the Commercial Business Retail (CBR) land use category, to a combination of Community Commercial (CC), High Density Residential (HR) and Medium Density Residential (MR) land use categories; and,

**WHEREAS**, both Erie and the Owner now desire to enter into the Pre-Development Agreement to bind the Owner to those uses, maximum number of dwelling units, lot size, bulk and dimension standards, landscaping and densities for the Property specifically relied upon by the Board of Trustees in approving the rezoning ordinance; and,

**WHEREAS**, the Director of the Community Development Department recommends that the Board of Trustees approve and accept the Pre-Development Agreement.

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

Section 1. That the Board of Trustees of the Town of Erie hereby approves the 4 Corners Pre-Development Agreement, a copy of which is attached hereto and incorporated herein by this reference.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the 4 Corners Pre-Development Agreement, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town to the Pre-Development Agreement.

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

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

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

ATTEST:

By: \_\_\_\_\_

Nancy Parker, Town Clerk

**EXHIBIT B**

**4 CORNERS  
Pre-Development Agreement**

**THIS PRE-DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **TOWN OF ERIE**, a Colorado municipal corporation, hereinafter referred to as "Erie", and **ERIE COMMERCIAL VENTURE, LLLP**, a Colorado limited liability limited partnership, hereinafter referred to as "Owner;"

**WHEREAS**, Owner owns the real property described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and,

**WHEREAS**, Owner has submitted to Erie an application to amend the current Canyon Creek PD zoning ("PD Amendment") of the Property from the Commercial Business Retail (CBR) land use category to a combination of Community Commercial (CC), High Density Residential (HR) and Medium Density Residential (MR) land use categories; and,

**WHEREAS**, the Board of Trustees of Erie held public hearings on the Owner's PD Amendment application for re-zoning on \_\_\_\_\_ and again on \_\_\_\_\_ ("Public Hearing"), at which time evidence and testimony were received by the Board of Trustees, and which evidence and testimony were relied upon by the Board of Trustees in making findings and in determining whether or not the Erie Municipal Code's criteria for the re-zoning had been met by the Owner; and,

**WHEREAS**, Owner presented evidence and testimony at the Public Hearing, regarding uses, maximum number of dwelling units, lot size, bulk and dimension standards, landscaping and densities for the Property, which evidence and testimony was specifically relied upon by the Board of Trustees in making findings and in determining that the Erie Municipal Code's criteria for the re-zoning had been met by the Owner and in approving the re-zoning of the Property; and,

**WHEREAS**, the Board of Trustees of Erie did approve the PD Amendment application for re-zoning of the property on \_\_\_\_\_, as depicted on the zoning map, marked Exhibit B ("Zoning Map"); and,

**WHEREAS**, both Erie and Owner understand and agree that Owner will submit a subdivision and/or site plan applications for the Property at some future date in accordance with the Erie Municipal Code and the terms of the PD Amendment, and that at the time of the subdivision of the Property a development agreement will be required of Owner in conjunction with the subdivision process, which development agreement will include provisions regarding the required improvements and special provisions related to the subdivision and development of the Property, together with the terms set forth herein; and,

**WHEREAS**, this Agreement is not intended to replace the development agreements that may be required as part of the Erie Municipal Code, but is intended only to bind the parties hereto to those items specifically set forth herein and relied upon by the Board of Trustees in making findings and in determining that the Erie Municipal Code's criteria for the re-zoning had been met by the Owner.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1. **Zoning.** The approved zoning for the Property is depicted on the Zoning Map, attached hereto as Exhibit B and incorporated herein by this reference.

2. **Access Locations.** Access points to the Property may be located as depicted on Exhibit C attached hereto and incorporated herein by this reference; provided however that Owner obtains written agreement from Erie and the Ranchwood Minor Subdivision owners for such access locations.

3. **Street Standards.** All streets lying within the Property shall be constructed in accordance with the standards set forth on Exhibit D attached hereto and incorporated herein by this reference. Any street classification not shown on Exhibit D shall follow the street standards identified in the Town of Erie Standards and Specifications for Design and Construction of Public Improvements.

4. **Metropolitan, Improvement and Financing Districts.** Owner may apply to include the Property, subject to Erie and/or Town of Erie Urban Renewal Authority approvals, in one or more metropolitan, special improvement, urban renewal and/or other financing districts for construction of improvements to street and other public ways, or other private or public improvements authorized by law.

5. **Reimbursable Expenses.** Owner acknowledges that Erie is due reimbursements for certain improvements as set forth herein below. Owner may request from Erie and/or Town of Erie Urban Renewal Authority that the reimbursements due Erie be funded through inclusion of all or a portion of the Property in a Tax Infrastructure Financing (TIF) district and/or a 30-year deferral repayment agreement between Owner and Erie, consistent with the provisions of the Erie Municipal Code:

- a. 25% of the cost of the signal at Erie Parkway and County Line Road, in an amount not to exceed \$57,507;
- b. Erie Parkway construction along frontage, in an amount not to exceed \$913,546;
- c. 15 inch and 30 inch Coal Creek Sewer Interceptor, in an amount not to exceed \$177.66 per single-family equivalent (SFE); and
- d. NWRP Sewer Interceptor, in an amount not to exceed \$410.00 per SFE.

6. **Fees.** Erie may consider reviewing documentation and other data provided by Owner to reduce certain development fees including without limitation raw water and tap fees. By way of example, residential raw water fees and tap fees can be determined on projected annual usage of the various residential unit types based on current regional demographic studies of occupants per residential unit type and per capita water usage. All residential and commercial tap fees will be due upon issuance of building permits.

7. **Maximum Total Number of Dwelling Units.** The maximum total number of dwelling units on the Property shall be five hundred (500).

8. **Open Space and Park Dedication Fees.** Erie may consider adjusting the persons per dwelling unit figure for calculating residential Open Space and Park dedications based on current regional demographic studies of average occupants per residential unit types.

9. **Default.** If Owner fails to fulfill the terms and conditions of this Agreement, and such failure continues for a period of fifteen (15) days after written notice thereof from Erie, Erie, in its sole discretion, may declare Owner in default and may withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the default is cured. Erie may further pursue any other remedy now or hereafter available to Erie under applicable law. Any costs incurred by Erie, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Erie may deduct these costs from any Improvement Guarantee which may be in place. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

10. **Indemnification and Release of Liability.** Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action or claim resulting from Owner's default under the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie.

11. **Recording Agreement.** Erie shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Boulder, State of Colorado, and Erie shall retain the recorded Agreement.

12. **Binding Effect of Agreement.** The Agreement shall run with the Property and shall insure benefit of and be binding upon the successors and assigns of the parties hereto.

13. **Assignment.** Owner's duties and obligations pursuant to this Agreement may not be assigned to any third party or agency without the express written consent of Erie, which consent may be withheld at Erie's sole discretion, with the exception that Owner may assign this Agreement to Erie Four Corners, LLC, at any time without the need for Erie's consent.

14. **Modification and Waiver.** No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this agreement shall be

construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

15. **Addresses for Notice.** Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent via overnight delivery service or sent by United States mail postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Erie:

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

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

Mark Shapiro  
Mark R. Shapiro, PC  
1650 38<sup>th</sup> Street, Suite 103  
Boulder, CO 80301-2624

Owner:

Erie Commercial Venture, LLLP  
ATTN: A.L (Sid) Overton  
6950 E. Belleview Avenue, Suite 202  
Greenwood Village, CO 80111

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

James Tienken  
Tienken & Associates, P.C.  
824 Pine Street  
Louisville, CO 80027

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

16. **Previous Agreements.** This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Property.

17. **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. The parties hereby declare that they would have ratified this 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.

18. **Attorney 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.

19. **Situs, Venue and Severability.** The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.



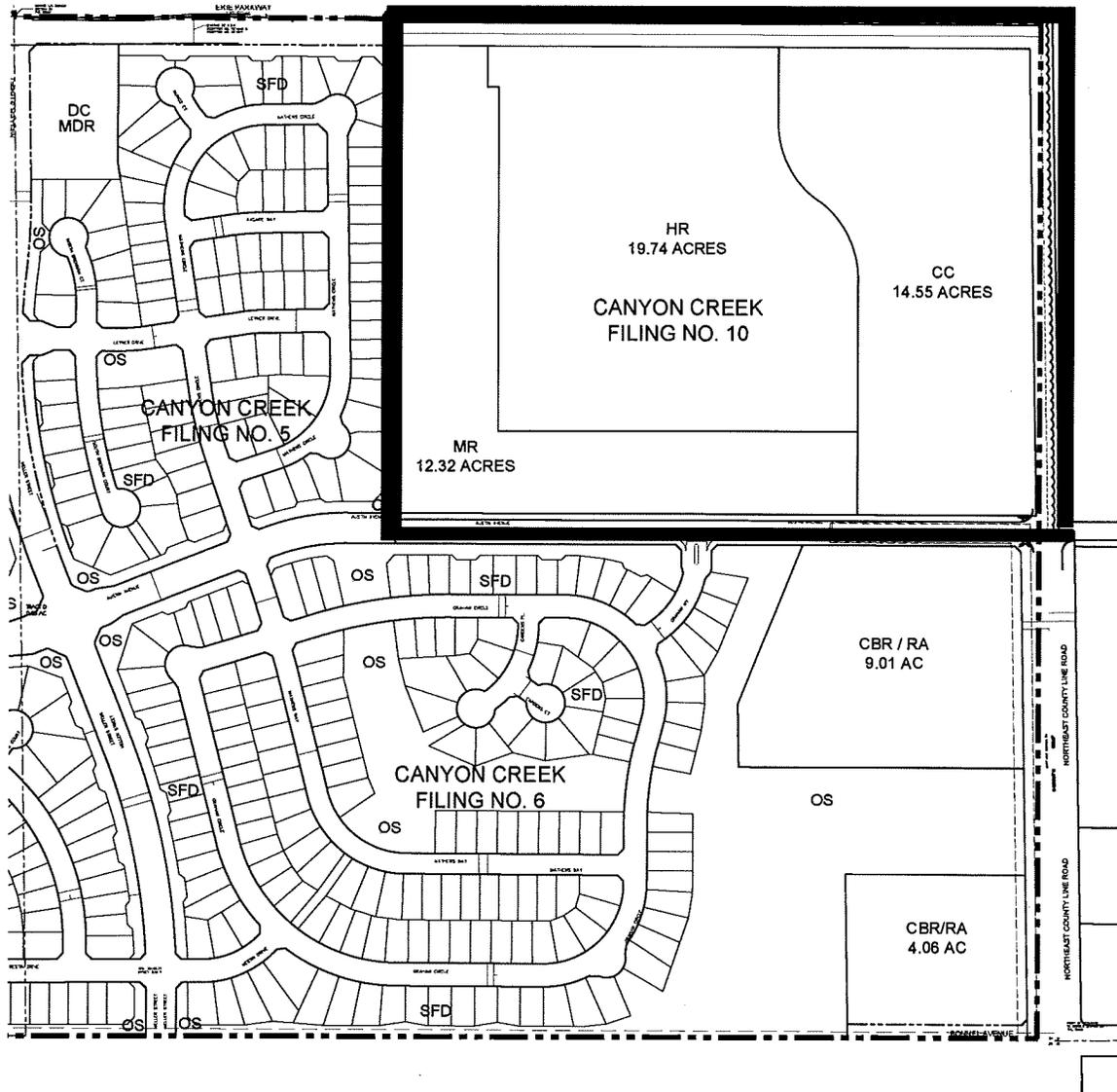
## EXHIBITS LIST

<u>EXHIBIT A</u>	Legal Description of the 4 Corners Parcel
<u>EXHIBIT B</u>	Property Zoning Map
<u>EXHIBIT C</u>	Access Location Map
<u>EXHIBIT D</u>	Street Standards

EXHIBIT A  
4 Corners Parcel Legal Description

A portion of the Southeast One-Quarter of Section 13, and A portion of the South One-Half Section 24, Township 1 North Range 69 West of the Sixth Principal Meridian, Town of Erie, County of Boulder, State of Colorado.

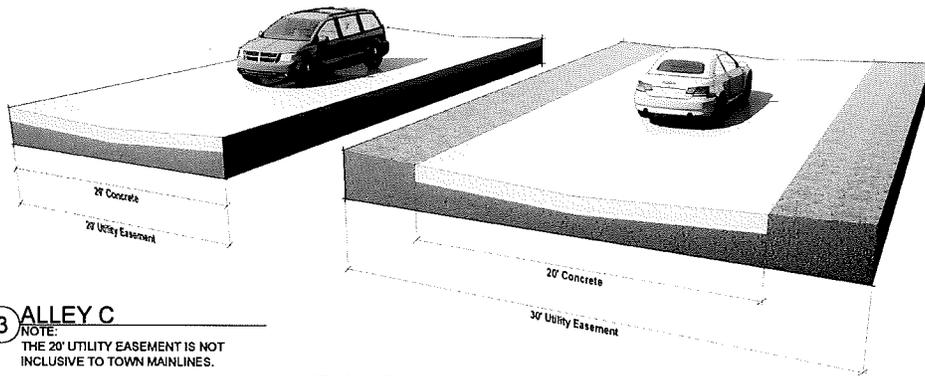
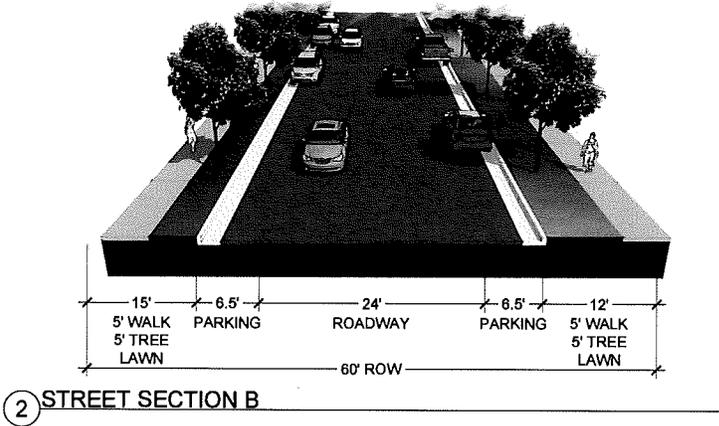
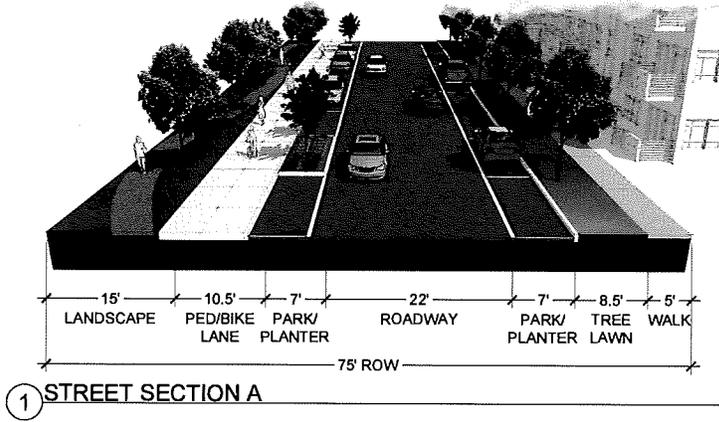
EXHIBIT B  
Property Zoning Map



# EXHIBIT C Access Location Map



**EXHIBIT D**  
**Street Standards**



③ ALLEY C  
NOTE:  
THE 20' UTILITY EASEMENT IS NOT  
INCLUSIVE TO TOWN MAINLINES.

④ ALLEY D

**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
**Board Meeting Date: August 25, 2015**

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**SUBJECT:** **LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES:**

**CONSIDERATION OF ORDINANCE 22-2015 (First Reading):** An Ordinance Amending The Bridgewater Planned Unit Development (PUD) Overlay Map Pursuant To The Rezoning Application Of The Owner Thereof; Adopting Certain Findings Of Fact And Conclusions Favorable To The PUD Overlay Rezoning; And, Setting Forth Details In Relation Thereto.

**CODE REVIEW:** Erie Municipal Code, Title 10

**PURPOSE:** Public Hearing to consider a request to amend the Bridgewater PUD Overlay Map Amendment No. 2 to relocate the elementary school tract.

**DEPARTMENT:** Community Development

**PRESENTER:** Todd Bjerkaas PLA, Senior Planner

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

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**STAFF**

**RECOMMENDATION:** Staff recommends the Board of Trustees approve the rezoning to amend the Bridgewater PUD Overlay Map Amendment No. 2 by approving Ordinance 22-2015 on Second Reading at the September 8, 2015 Board of Trustees meeting.

**PLANNING COMMISSION**

**RECOMMENDATION:** The Planning Commission held a public hearing for the PUD Overlay amendment Rezoning request on August 5, 2015. The Planning Commission by a 7-0 vote recommended approval of the Rezoning by approving Resolution P15-24.

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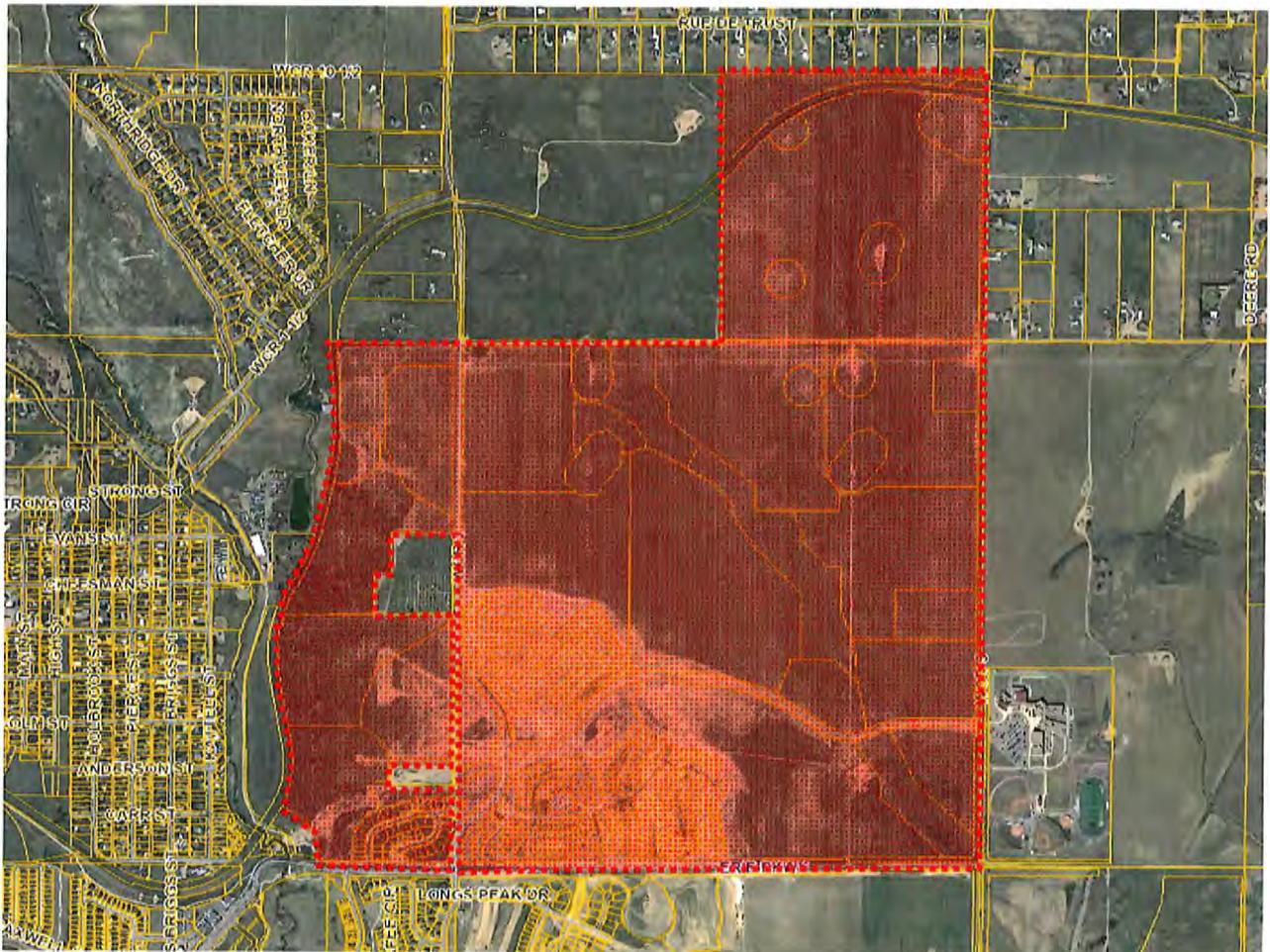
**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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**Owner:** Daybreak Recovery Acquisition  
7200 S. Alton Way, Suite C400  
Centennial, CO 80012

**Representative:** Raintree Investment Corporation  
Jerry Richmond  
7200 S. Alton Way, Suite C400  
Centennial, CO 80012

**Location:** The Colliers Hill property is located on the northwest corner of WCR 5 and Erie Parkway.



**Background:**

The Colliers Hill property was annexed into the Town of Erie in October 2007 as Bridgewater. The property was granted initial zoning concurrent with the annexation. Included in the initial zoning was the approval of a PUD Overlay Map that modified certain development standards.

The property owner is beginning the process of transferring a 10 acre site to St. Vrain Valley School District for a future elementary school. Concurrent with the minor subdivision to create the 10 acre tract, the applicant has proposed an amendment to the PUD Overlay Map as permitted by Title 10 of the Town of Erie Municipal Code. The purpose of the PUD Overlay district as well as the details of the proposed amendment is outlined below.

**Purpose of PUD Overlay:**

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

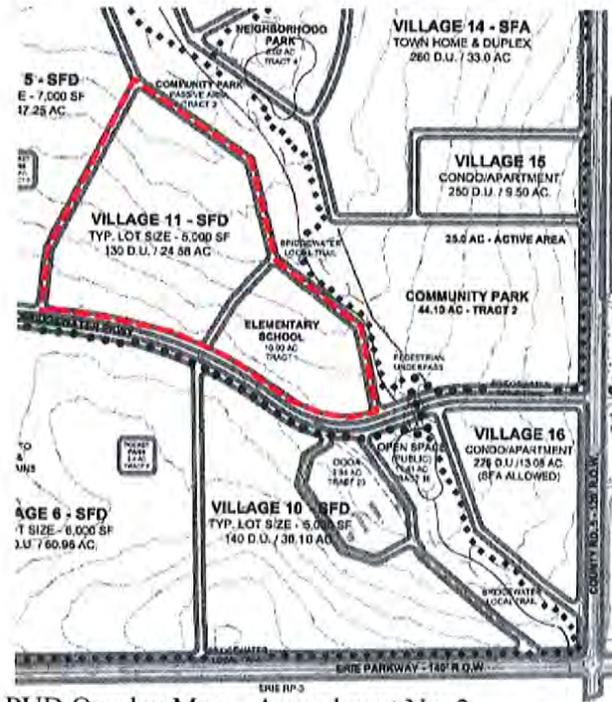
General purposes of a PUD are as follows:

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

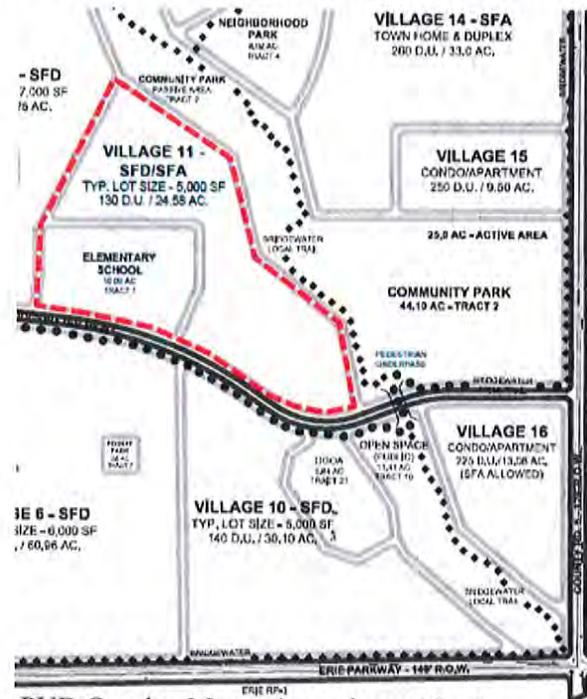
### PUD Overlay Amendment No. 3:

The applicant is proposing to move Tract 1, the 10 acre elementary school site shown in the Bridgewater PUD Overlay Map – Amendment No. 2, further west on Colliers Parkway into the Village 11 single-family detached residential planning area. The southern portion of Village 11 then shifts east to replace the elementary school planning area. The revised Village 11 allows for both single-family detached and attached residential uses.

An amendment to the Bridgewater Master Subdivision has been submitted concurrent with this PUD Amendment to create the elementary school tract in order to convey it to St. Vrain Valley School District. This PUD Overlay Map amendment causes the PUD to be consistent with the subdivision amendment.



PUD Overlay Map – Amendment No. 2



PUD Overlay Map – Amendment No. 3

### STAFF REVIEW AND ANALYSIS

#### Compliance with Town Standards:

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

- a. **The PUD Rezoning is generally consistent with the Purpose of the PUD Overlay District in Section 2.7.D.1;**

*Staff Comment:* The identification of land uses is consistent with the purpose of the PUD Overlay District.

- b. **The PUD Rezoning will promote the public health, safety, and general welfare;**

*Staff Comment:* The elementary school and residential uses will promote the public health, safety and general welfare.

- c. The PUD Rezoning is generally consistent with the Town's Comprehensive Master Plan and the purposes of this Code;**

*Staff Comment: An elementary school serving a residential neighborhood is generally consistent with the Comprehensive Plan.*

- d. The PUD Rezoning is generally consistent with the PUD standards in Section 2.7.D.2;**

*Staff Comment: The revised planning areas are generally consistent with the PUD standards in Section 2.7.D.2 of the UDC.*

- e. Adequate facilities and services (including roads and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;**

*Staff Comment: Adequate facilities and services are available or will be available prior to school and home construction.*

- f. The PUD Rezoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;**

*Staff Comment: The proposed PUD amendment will not result in adverse impacts upon the environment, wildlife and vegetation that cannot be mitigated.*

- g. The PUD Rezoning is not likely to result in significant adverse impacts to significant scenic and historic features as identified in plans adopted by the Town;**

*Staff Comment: The proposed PUD amendment will not result in adverse impacts upon scenic and historic features in the vicinity of Colliers Hill.*

- h. The PUD Rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property;**

*Staff Comment: The proposed PUD amendment will not result in adverse impacts upon properties in the vicinity of Colliers Hill.*

- i. Proposed uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property;**

*Staff Comment: The proposed uses on the Colliers Hill property will be compatible in scale with properties in the vicinity of Colliers Hill.*

- j. The proposed phasing of the development is appropriate and the development can be substantially completed within the time period specified in the schedule of the development or Development Agreement submitted by the applicant; and**

*Staff Comment: The proposed phasing of the Colliers Hill property has been and will be covered in individual development agreements.*

- k. The PUD Plan provides public benefit(s).**

*Staff Comment: The proposed amendment to the PUD Overlay provides public benefit in providing for an elementary school use within a residential neighborhood.*

**PUBLIC NOTICE**

Notice of this Public Hearing has been provided as follows:

Published in the Colorado Hometown Weekly:	August 5, 2015
Property Posted:	August 10, 2015
Letters to property owners within 300-feet:	August 7, 2015

**Staff Recommendation:**

Staff recommends the Board of Trustees approve the rezoning to amend the Bridgewater PUD Overlay Map Amendment No. 2 by approving Ordinance 22-2015 on Second Reading at the September 8, 2015 Board of Trustees meeting.

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**Staff Review:**

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

**Approved by:**

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

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**ATTACHMENTS:**

- A. Ordinance 22-2015
- B. PC minutes and PC Resolution P15-24
- C. Application Materials
- D. Bridgewater PUD Overlay Map – Amendment No. 2 (sheet 2)
- E. Bridgewater Master Subdivision First Amendment

# ATTACHMENT A

**ORDINANCE NO. 22-2015**

**AN ORDINANCE AMENDING THE BRIDGEWATER PLANNED UNIT DEVELOPMENT (PUD) OVERLAY MAP PURSUANT TO THE REZONING APPLICATION OF THE OWNER THEREOF; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO THE PUD OVERLAY REZONING; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, an application for rezoning to amend the Bridgewater PUD Overlay (“Bridgewater PUD Overlay Map Amendment No. 3”) has been filed by Daybreak Recovery Acquisition, 7200 S. Alton Way, Suite C400, Centennial, Colorado (“Owner”) for the rezoning of the following described real property to wit:

Tracts 1-25, Bridgewater Master Subdivision Final Plat (“Property”); and,

**WHEREAS**, the Bridgewater PUD Overlay Map Amendment was previously amended by Bridgewater PUD Overlay Map Amendment No. 1 on June 28, 2011 and Bridgewater PUD Overlay Map Amendment No. 2 on May 29, 2013; and,

**WHEREAS**, the Owner now desires to amend the Bridgewater PUD Overlay Map Amendment No. 2 through this Bridgewater PUD Overlay Map Amendment No. 3, and such Bridgewater PUD Overlay Map Amendment No. 3 is authorized by Title 10, “Unified Development Code,” of the Town of Erie Municipal Code (Code); and,

**WHEREAS**, the Planning Commission of the Town of Erie, Colorado, conducted a public hearing on August 5, 2015 , pursuant to the published notice for consideration of the Bridgewater PUD Overlay Map Amendment No. 3, and;

**WHEREAS**, the Board of Trustees of the Town of Erie, Colorado, considered the Bridgewater PUD Overlay Map Amendment No. 3 at a public hearing held on August 25, 2015 for which meeting public notice was legally given, and;

**WHEREAS**, the rezoning to Amend the PUD Overlay Map as proposed herein by the Bridgewater PUD Overlay Map Amendment No. 3 will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.

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

Section 1. That following a legally noticed and duly conducted public hearing, the Board of Trustees of the Town of Erie, Colorado has determined that the rezoning to amend the Bridgewater PUD Overlay Map Amendment No. 2 as set forth in the Bridgewater PUD Overlay Map Amendment No. 3 meets the Approval Criteria as specified in Title 10, “Unified Development Code,” of the Town of Erie Municipal Code,

and makes the following findings of fact:

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

Section 2. The Property is hereby rezoned by amending the Bridgewater PUD Overlay Map Amendment No. 2 by adoption of the Bridgewater PUD Overlay Map Amendment No. 3.

Section 3. The official zone district map of the Town of Erie, dated March 24, 2015, shall be amended by the designation of the above described Property as PUD Overlay, in accordance with the Bridgewater PUD Overlay Map Amendment No. 3 and the compliance with the requirements of Section 1, above. All activities conducted on the Property shall be in conformance with the applied zoning as identified in the Town of Erie Municipal Code.

Section 4. 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 hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

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

**INTRODUCED, READ, ADOPTED, ORDERED AND PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 8<sup>th</sup> DAY OF SEPTEMBER 2015.**

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

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

ATTEST:

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

## ATTACHMENT B

**Town of Erie**  
**Planning Commission Regular Meeting**  
**Wednesday, August 5, 2015**  
**6:30 p.m.**  
**Board Room, Erie Town Hall, 645 Holbrook, Erie, Co 80516**

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**I. CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE**

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

**II. ROLL CALL**

Commissioner Bottenhorn - Present

Commissioner Burgard - Present

Commissioner Campbell - Present

Commissioner Kemp - Present

Commissioner Fraser - Present

Commissioner Gippe - Present

Commissioner Harrison - Present

Staff Present:

R. Martin Ostholthoff, Community Development Director;

Todd Bjerkaas, Senior Planner; and

Hallie Sawyer, Secretary to the Commission

**III. APPROVAL OF THE AGENDA**

Commissioner Kemp moved to approve the August 5, 2015, Regular Meeting Agenda as submitted. The motion, seconded by Commissioner Campbell, carried with all voting in favor thereof.

**IV. APPROVAL OF MINUTES**

**a. Minutes from the July 15, 2015, Regular Meeting.**

Commissioner Campbell moved to approve the July 15, 2015, Minutes as submitted. The motion, seconded by Commissioner Gippe, carried with all voting in favor thereof.

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

**None.**

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

**1. Public Hearing – Bridgewater PUD Amendment No. 3**

**Purpose:** Consider Bridgewater PUD Amendment for SVVSD school site.

**Project File #:** PUDA-000544-2015

**Request:** Consideration of Resolution P15-24, A Resolution Regarding The BridgeWater PUD Overlay Map – Amendment No. 3, Adopting Certain Findings Of Fact And Conclusions Favorable To The PUD Overlay Rezoning.

**Location:** The NW corner of WCR 5 & Erie Parkway

**Applicants:** Daybreak Recovery Acquisition

Raintree Investment Corporation, Jerry Richmond, Representative

(Staff Planner: T. Bjerkaas)

Chairman Bottenhorn opened the public hearing at 6:31 p.m. Mr. Bjerkaas presented the application for the BridgeWater PUD Amendment No. 3, entered the documents into evidence and presented the staff recommendation for approval of the resolution. There was no applicant or audience to swear in. Commissioner questions covered why the addition of the single family attached; would the density change; and what was the driving force for the change.

Commissioner comments noted that there was a better relationship with the school being next to the Community Park, but the reason for the change (State Statute requiring schools be 1000 feet from oil and gas operations) was understandable.

Chairman Bottenhorn closed the public hearing at 6:38 p.m.

Commissioner Kemp moved approval of Resolution P15-24, A Resolution Regarding The BridgeWater PUD Overlay Map – Amendment No. 3, Adopting Certain Findings Of Fact And Conclusions Favorable To The PUD Overlay Rezoning. The motion, seconded by Commissioner Campbell, carried with all voting in favor thereof.

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

None.

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

Chairman Bottenhorn directed the commissioners to spend the next two weeks familiarizing themselves with the Unified Development Code and the Comprehensive Plan, with the goal of setting the date for a study session at the next Planning Commission meeting.

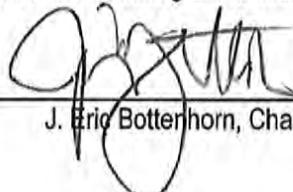
**IX. ADJOURNMENT**

There being no further business to come before the Commission, Chairman Bottenhorn adjourned the August 5, 2015, Regular Meeting of the Planning Commission at 6:41 p.m.

Respectfully Submitted,

By:   
Hallie S. Sawyer, Secretary

Town of Erie Planning Commission

By:   
J. Eric Bottenhorn, Chair

**RESOLUTION NO. P15-24**

**A RESOLUTION REGARDING THE BRIDGEWATER PUD OVERLAY MAP – AMENDMENT NO. 3, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO THE PUD OVERLAY REZONING.**

**WHEREAS**, the Planning Commission of the Town of Erie Colorado has received and considered the BridgeWater PUD Overlay Map – Amendment No. 3 Rezoning on August 5, 2015 on the application of Daybreak Recovery Acquisition, 7200 S. Alton Way, Suite C400, Centennial, CO for rezoning of the of the following described real property:

Tracts 1 through 25, Bridgewater Master Subdivision Final Plat.

**WHEREAS**, the Bridgewater PUD Overlay Map – Amendment No. 3 is attached hereto as “Exhibit A.”

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

**Section 1. Findings of Fact**

1. The application for PUD Overlay rezoning and supporting documents were submitted in accordance with Municipal Code, Title 10, Section 7.6.
2. Following a duly noticed and conducted public hearing, the Planning Commission determined that the application meets the approval criteria as specified in Title 10, Section 7.6 D.9 of the Town of Erie Municipal Code. Specifically that,
  - a. The PUD Rezoning is generally consistent with the Purpose of the PUD Overlay District in Section 2.7.D.1;
  - b. The PUD Rezoning will promote the public health, safety, and general welfare;
  - c. The PUD Rezoning is generally consistent with the Town’s Comprehensive Master Plan and the purposes of this Code;
  - d. The PUD Rezoning is generally consistent with the PUD standards in Section 2.7.D.2;
  - e. Adequate facilities and services (including roads and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;
  - f. The PUD Rezoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

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

**Section 2. Conclusion and Order**

Based on the above Findings of Fact, the Planning Commission hereby forwards the BridgeWater PUD Overlay Map – Amendment No. 3, Rezoning application to the Board of Trustees with the Planning Commission’s recommendation for approval.

**INTRODUCED, READ, SIGNED AND APPROVED this 5<sup>th</sup> day of August 2015.**

TOWN OF ERIE, PLANNING COMMISSION

  
\_\_\_\_\_  
J. Eric Bottenhorn, Chair

ATTEST:

  
\_\_\_\_\_  
Hallie S. Sawyer, Secretary

EXHIBIT A







# BRIDGEWATER P.U.D. OVERLAY MAP - AMENDMENT NO. 3

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO  
 966.83 ACRES  
 PUIDA-000544-2015

## Architectural Standards for Single-Family Detached Dwelling Units - These standards replace subsection 6.7.E of the UDC.

### 1. Architectural Variety and Character

#### a. Architectural Variety

##### i. Design Standards

- No identical model plan elevation shall be repeated directly across any street from the same model plan and elevation.
- No identical model plan elevation shall be repeated more than once within every 4 lots on the same side of any street.
- A minimum of 3 alternative elevations for each model plan shall be submitted to the Town for review.

#### b. Architectural Character

##### i. Design Standards

- Each elevation shall include a minimum of 2 windows (or 1 window and 1 door) per floor.
- Each front and rear elevation shall include more than 1 wall plane. Articulation that adds shadow and visual interest is encouraged.
- A variety of roof forms should be used. Single unbroken roof pitches should be avoided, except where a single roof treatment is an essential element of the Architectural Style (e.g., Mansard).
- The main roof should extend beyond the primary facade by a minimum of 1 foot.
- An elevation for the home that faces a street, park, trail corridor or open space area shall provide an "Enhanced Elevation". An "Enhanced Elevation" shall provide 3 or more of the following design enhancements listed in (1) through (5) below. Application of the design enhancement shall be applied in a manner that is consistent with the style of the home. Side and rear elevations design enhancements shall be consistent with the design elements of the front elevation.

- The addition of 1 window unit.
- A change in wall plane by providing 1 or more of the following options:
  - An additional wall plane change.
  - A projecting or cantilevered living space.
  - A bay or boxed window.

- A covered porch or deck.

- The addition of architectural detail elements such as: shutters, eave brackets, exposed rafters, corbels, lintels, trellises, columns or pilasters.

- The use of a minimum of 2 exterior cladding materials that can include materials such as masonry (cultured stone, stone, brick, stucco, or tile), lap siding, shingles, board and batten, or other decorative siding treatment.
- (A) Columns or posts extending more than 36 inches above the ground which support structural elements such as porches, decks, or roofs should appear to be of adequate mass to support the structure above. (No exposed 4 inch x 4 inch posts shall be allowed more than 36 inches above ground). Columns supporting upper story decks should be 8 inches x 8 inches minimum finished.

#### ii. Materials

- All exterior materials shall be of high quality used in applications and treated appropriately to provide an attractive and long lasting appearance.
- When masonry cladding is used it should be used in locations where its mass is a logical and appropriate. In instances where masonry wraps the exterior corner of the home, the masonry should continue to a natural transition point such as an inside corner of a projecting wall, a column, a door or window or other logical point. In cases where no such feature exist near the corner, the masonry wrap shall extend at least 6 feet from the outside corner.

### 2. Orientation of Dwellings to the Street

Each residence shall have at least 1 primary pedestrian doorway for access to the dwelling unit facing and generally visible from the front lot line of the property and within 12 feet of the most forward plane of the ground level living space. On some lots, the pedestrian doorway may face any adjacent street. Unless prohibited by terrain or other site constraints, the orientation of the homes shall repeat the predominant relationship of building to buildings and buildings to street along the same block, or the facing block. An exception shall be made for alley-loaded single-family detached dwelling units that do not have street frontage but do front onto a park or landscaped common area. In such case where the dwelling unit does not have street frontage, 1 primary pedestrian doorway shall be oriented toward a common pedestrian walk that connects to a street.

### 3. Garages

These regulations for garages shall be applied to non-living space or storage areas within garages whether used for storage of automobiles or other items.

#### a. Diversity of Garage Orientation

- Except for garages oriented to alleys, all single family homes shall provide garages that meet one of the requirements below, and, a variety in garage orientation by providing a minimum of 2 of the following garage orientations on any single block:
  - Recessed garages; where the primary garage door generally faces the front lot line and the garage is recessed a minimum of 2 feet behind the most forward plane of main floor living space or a front porch.
  - Projecting garages; where the primary garage door generally faces the front lot line and the garage projects no more than 15 feet from the front door.
  - Side-loaded garages.
  - Garages recessed a minimum of 2 feet beneath a second floor living space.

#### b. Width/Depth Ratio

The width of a front loaded garage shall not exceed 65% of the width of the front elevation.

#### c. 3 or More Car Garages Orientation

- The third or more bay of any 3 or more car garage shall either:
  - Have a different orientation from the first 2; or
  - Shall be recessed behind the first 2 by at least 2 feet when having the same orientation; or
  - Shall be tandem to the first 2.

### 4. Front Stoop

For model plans with a front stoop, the front stoop shall include the platform and stairs that are generally in front of a door that can be covered or uncovered. The maximum width of a covered front stoop shall be 3 feet in width from the side of the front door shall be considered a front porch.

### 5. Front Porches

For model plans with a front porch, the front porch shall be a minimum size of 50 square feet, excluding the stoop, with a minimum depth of 5 feet.

BRIDGEWATER P.U.D. OVERLAY MAP  
 SE 1/4 OF SEC. 8, T. 17 N. OF SEC. 17, R. 68 W. OF  
 THE MERIDIAN OF THE 6TH P.M., WELD COUNTY, CO.

APPROVED FOR THE BOARD OF SUPERVISORS  
 DATE: 07/27/15

APPROVED FOR THE BOARD OF SUPERVISORS  
 DATE: 07/27/15

APPROVED FOR THE BOARD OF SUPERVISORS  
 DATE: 07/27/15

# 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: Bridgewater Master Plat
FILE NO: PUDA-000633-2015 DATE SUBMITTED: 5/18/15 FEES PAID: \$250-

PROJECT/BUSINESS NAME: Colliers Hill (formerly known as BridgeWater)
PROJECT ADDRESS: North of Erie Parkway and West of County Road 5
PROJECT DESCRIPTION: Relocation of Elementary School (tract 1) and reconfigure boundaries of adjacent parcels.

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: BridgeWater master plat
Filing #: Lot #: Block #: Section: 8, 17 & 18 Township: 1N Range: 68W

OWNER (attach separate sheets if multiple)

Name/Company: Daybreak Recovery Acquisition
Contact Person: Jon Shumaker c/o Raintree Investment Co
Address: 7200 S. Alton Way, Suite C400
City/State/Zip: Centennial, CO 80012
Phone: 303-267-6195 Fax:
E-mail: jrichmond@raintree.us.com

AUTHORIZED REPRESENTATIVE

Company/Firm: Raintree Investment Corporation
Contact Person: Jerry Richmond
Address: 7200 S. Alton Way, Suite C400
City/State/Zip: Centennial, CO 80012
Phone: 303-267-6195 Fax:
E-mail: jrichmond@raintree.us.com

MINERAL RIGHTS OWNER (attach separate sheets if multiple)

Name/Company:
Address:
City/State/Zip:

MINERAL LEASE HOLDER (attach separate sheets if multiple)

Name/Company:
Address:
City/State/Zip:

LAND-USE & SUMMARY INFORMATION

Present Zoning: LDR (PUD Overlay) Gross Site Density (du/ac):
Proposed Zoning: LDR (PUD Overlay) # Lots/Units Proposed:
Gross Acreage: 67.96 Gross Floor Area: 0

SERVICE PROVIDERS

Electric: United Power Gas: Xcel
Metro District: Fire District: Mountain View
Water (if other than Town): Sewer (if other than Town):

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
<b>ANNEXATION</b>		<b>SUBDIVISION</b>	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 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
<b>COMPREHENSIVE PLAN AMENDMENT</b>		<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 (constructed)	\$ 1000.00
<b>ZONING/REZONING</b>		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	<b>SITE PLAN</b>	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input checked="" type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<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
<b>SPECIAL REVIEW USE</b>		<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	<b>VARIANCE</b>	\$ 600.00
<input type="checkbox"/> Oil & Gas	\$ 1200.00	<b>SERVICE PLAN</b>	\$ 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 for all 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: J. Sumah Date: 5/14/15  
 Owner: DAYBREAK RECOVERY LLC Date: 5-14-15  
 Applicant: Jerry B. Richmond Date: 5-14-15  
Jerry B. Richmond

STATE OF COLORADO )  
 County of Maple ) ss.  
 The foregoing instrument was acknowledged before  
 me this 14th day of May, 2015,  
 by Jan Skumaker

My commission expires: 2/17/16  
 Witness my hand and official seal.



Wendy J. Craven  
 Notary Public

## ATTACHMENT D

**BRIDGEWATER P.U.D. OVERLAY MAP — AMENDMENT NO. 2**  
 PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH,  
 RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO  
 965.83 ACRES  
 PUDA-13-00016

BRIDGEWATER P.U.D. 13-00016  
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**PROPOSED P.U.D. TABLES**  
**PARKS AND OPEN SPACE COMPLIANCE**

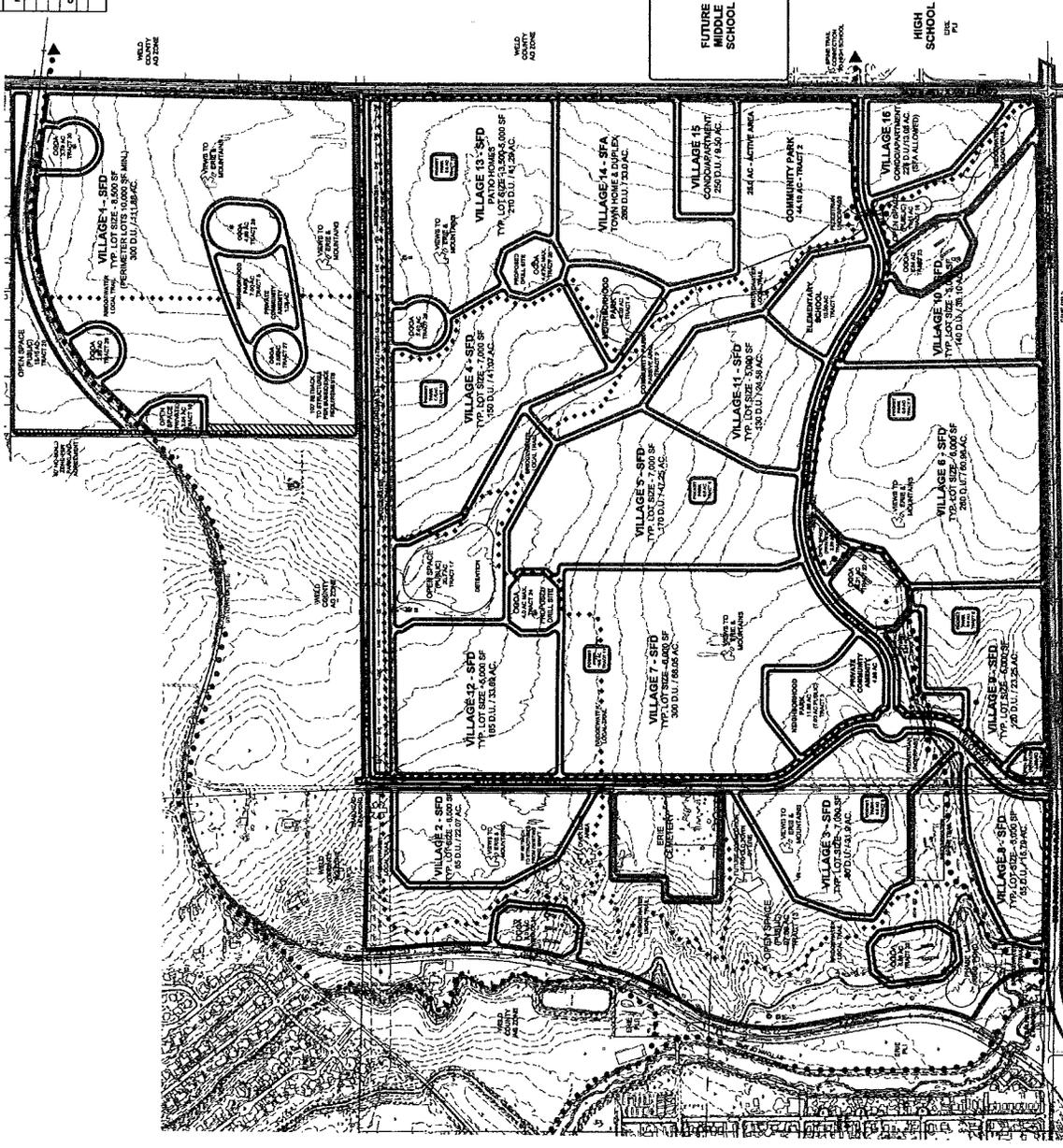
REQUIRED	PROVIDED
(Per Acre)	(Per Acre)
PARK AREA (Min. 2,000 Sq. Ft.)	277.86 AC. (27.78%)
COMMUNITY PARK	277.86 AC. (27.78%)
NEIGHBORHOOD PARK	4.2 AC. (0.43%)
HOOD PARK	164.88 AC. (16.83%)
OPEN SPACE (Min. 10,000 Sq. Ft.)	164.88 AC. (16.83%)
PUBLIC OPEN SPACE (Per 10, 15, 18, 19, 21)	4.2 AC. (0.43%)
PRIVATE OPEN SPACE (Per 10, 15, 18, 19, 21)	160.68 AC. (16.40%)

**LAND USE SUMMARY OVERVIEW**

LAND USE	AREA	% OF TOTAL AREA
RESIDENTIAL	10,000 AC.	10.34%
SCHOOL	10,000 AC.	10.34%
PARKS & OPEN SPACE	277.86 AC.	28.67%
OUTLOTS (O.L. & C.O.)	48.28 AC.	5.00%
COMMUNITY PARK	4.2 AC.	0.43%
HOOD PARK	164.88 AC.	16.83%
OPEN SPACE	164.88 AC.	16.83%
<b>TOTAL ADJACENT</b>	<b>2,080.00 AC.</b>	<b>21.34%</b>

**LAND USE SUMMARY**

TRACT	AREA	USE	TYPE	ZONE	COMMENTS
TRACT 1	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 2	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 3	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 4	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 5	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 6	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 7	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 8	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 9	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 10	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 11	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 12	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 13	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 14	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 15	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 16	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 17	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 18	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 19	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 20	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 21	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 22	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 23	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 24	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 25	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 26	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 27	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 28	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 29	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 30	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 31	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 32	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 33	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 34	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 35	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 36	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 37	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 38	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 39	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 40	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 41	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 42	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 43	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 44	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 45	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 46	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 47	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 48	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 49	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 50	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 51	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 52	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 53	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 54	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 55	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 56	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 57	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 58	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 59	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 60	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 61	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 62	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 63	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 64	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 65	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 66	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 67	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 68	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 69	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 70	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 71	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 72	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 73	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 74	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 75	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 76	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 77	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 78	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 79	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 80	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 81	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 82	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 83	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 84	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 85	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 86	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 87	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 88	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 89	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 90	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 91	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 92	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 93	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 94	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 95	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 96	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 97	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 98	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 99	1.00 AC.	SCHOOL	NA	NA	NA
TRACT 100	1.00 AC.	SCHOOL	NA	NA	NA



BRIDGEWATER P.U.D. OVERLAY MAP  
 S. 1/4 OF SEC. 8, S. 1/2 OF SEC. 17, E. 1/2 OF SEC. 18,  
 T. 1N, R. 68W OF THE 6TH P.M., WELD COUNTY, CO.  
 965.83 ACRES  
 PUDA-13-00016  
 13-00016-001  
 13-00016-002  
 13-00016-003  
 13-00016-004  
 13-00016-005  
 13-00016-006  
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BRIDGEWATER P.U.D. OVERLAY MAP  
 S. 1/4 OF SEC. 8, S. 1/2 OF SEC. 17, E. 1/2 OF SEC. 18,  
 T. 1N, R. 68W OF THE 6TH P.M., WELD COUNTY, CO.  
 965.83 ACRES  
 PUDA-13-00016  
 13-00016-001  
 13-00016-002  
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 13-00016-057

# ATTACHMENT E



# BRIDGEWATER P.U.D. OVERLAY MAP - AMENDMENT NO. 3

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

965.83 ACRES  
PUDA-000544-2015

## PROPOSED P.U.D. TABLES

### PARKS AND OPEN SPACE COMPLIANCE

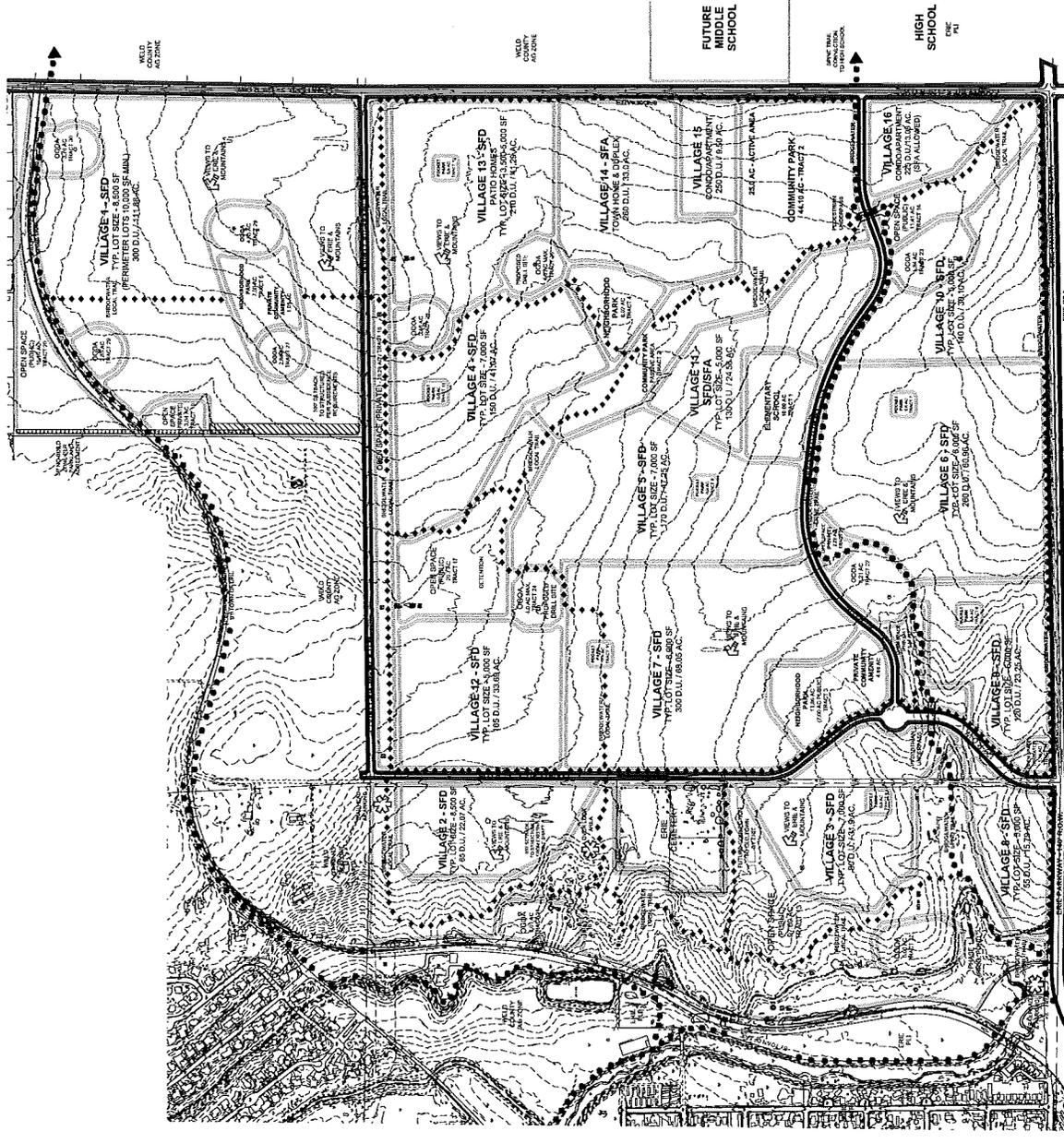
REQUIRED	PROVIDED
PARK AREA (Required: 2.685 d.u. / min.)	(Per Approved PUD)
COMMUNITY PARK	4.1 E.B.
IMPROVED PARKS	277.9 ac. (57.3 ac. Private)
UNIMPROVED PARKS	4.2 ac.
OPEN SPACE (Required: 2.685 d.u. / min.)	152.6 ac.
PRIVATE OPEN SPACE (Per Sec 14, 15, 16, 17, 18, 19, 20)	31.72 ac. (Private)
	114.88 ac.
	131.72 ac. (Private)

### LAND USE SUMMARY OVERVIEW

TRACT	AREA	USE	ZONE	EXTRACT
VILLAGE 1	13.19 AC	SFD	UR	UR
VILLAGE 2	13.19 AC	SFD	UR	UR
VILLAGE 3	13.19 AC	SFD	UR	UR
VILLAGE 4	41.97 AC	SFD	UR	UR
VILLAGE 5	47.72 AC	SFD	UR	UR
VILLAGE 6	65.99 AC	SFD	UR	UR
VILLAGE 7	15.92 AC	SFD	UR	UR
VILLAGE 8	15.92 AC	SFD	UR	UR
VILLAGE 9	23.22 AC	SFD	UR	UR
VILLAGE 10	35.19 AC	SFD	UR	UR
VILLAGE 11	24.16 AC	SFD/PA	UR	UR
VILLAGE 12	33.26 AC	SFD	UR	UR
VILLAGE 13	33.26 AC	SFD	UR	UR
VILLAGE 14	33.26 AC	SFA	UR	UR
VILLAGE 15	13.52 AC	SFA	UR	UR
VILLAGE 16	13.52 AC	SFA	UR	UR
SUBTOTAL	627.49 AC			

### LAND USE SUMMARY

TRACT	AREA	USE	ZONE	EXTRACT
VILLAGE 1	13.19 AC	SFD	UR	UR
VILLAGE 2	13.19 AC	SFD	UR	UR
VILLAGE 3	13.19 AC	SFD	UR	UR
VILLAGE 4	41.97 AC	SFD	UR	UR
VILLAGE 5	47.72 AC	SFD	UR	UR
VILLAGE 6	65.99 AC	SFD	UR	UR
VILLAGE 7	15.92 AC	SFD	UR	UR
VILLAGE 8	15.92 AC	SFD	UR	UR
VILLAGE 9	23.22 AC	SFD	UR	UR
VILLAGE 10	35.19 AC	SFD	UR	UR
VILLAGE 11	24.16 AC	SFD/PA	UR	UR
VILLAGE 12	33.26 AC	SFD	UR	UR
VILLAGE 13	33.26 AC	SFD	UR	UR
VILLAGE 14	33.26 AC	SFA	UR	UR
VILLAGE 15	13.52 AC	SFA	UR	UR
VILLAGE 16	13.52 AC	SFA	UR	UR
SUBTOTAL	627.49 AC			
TRACT 1	10.52 AC	SCHOOL	NA	OS
TRACT 2	10.52 AC	SCHOOL	NA	OS
TRACT 3	11.82 AC	SCHOOL	NA	OS
TRACT 4	11.82 AC	SCHOOL	NA	OS
TRACT 5	11.82 AC	SCHOOL	NA	OS
TRACT 6	11.82 AC	SCHOOL	NA	OS
TRACT 7	11.82 AC	SCHOOL	NA	OS
TRACT 8	11.82 AC	SCHOOL	NA	OS
TRACT 9	11.82 AC	SCHOOL	NA	OS
TRACT 10	11.82 AC	SCHOOL	NA	OS
TRACT 11	11.82 AC	SCHOOL	NA	OS
TRACT 12	11.82 AC	SCHOOL	NA	OS
TRACT 13	11.82 AC	SCHOOL	NA	OS
TRACT 14	11.82 AC	SCHOOL	NA	OS
TRACT 15	11.82 AC	SCHOOL	NA	OS
TRACT 16	11.82 AC	SCHOOL	NA	OS
TRACT 17	11.82 AC	SCHOOL	NA	OS
TRACT 18	11.82 AC	SCHOOL	NA	OS
TRACT 19	11.82 AC	SCHOOL	NA	OS
TRACT 20	11.82 AC	SCHOOL	NA	OS
TRACT 21	11.82 AC	SCHOOL	NA	OS
TRACT 22	11.82 AC	SCHOOL	NA	OS
TRACT 23	11.82 AC	SCHOOL	NA	OS
TRACT 24	11.82 AC	SCHOOL	NA	OS
TRACT 25	11.82 AC	SCHOOL	NA	OS
TRACT 26	11.82 AC	SCHOOL	NA	OS
TRACT 27	11.82 AC	SCHOOL	NA	OS
TRACT 28	11.82 AC	SCHOOL	NA	OS
TRACT 29	11.82 AC	SCHOOL	NA	OS
TRACT 30	11.82 AC	SCHOOL	NA	OS
TRACT 31	11.82 AC	SCHOOL	NA	OS
TRACT 32	11.82 AC	SCHOOL	NA	OS
TRACT 33	11.82 AC	SCHOOL	NA	OS
TRACT 34	11.82 AC	SCHOOL	NA	OS
TRACT 35	11.82 AC	SCHOOL	NA	OS
TRACT 36	11.82 AC	SCHOOL	NA	OS
TRACT 37	11.82 AC	SCHOOL	NA	OS
TRACT 38	11.82 AC	SCHOOL	NA	OS
TRACT 39	11.82 AC	SCHOOL	NA	OS
TRACT 40	11.82 AC	SCHOOL	NA	OS
TRACT 41	11.82 AC	SCHOOL	NA	OS
TRACT 42	11.82 AC	SCHOOL	NA	OS
TRACT 43	11.82 AC	SCHOOL	NA	OS
TRACT 44	11.82 AC	SCHOOL	NA	OS
TRACT 45	11.82 AC	SCHOOL	NA	OS
TRACT 46	11.82 AC	SCHOOL	NA	OS
TRACT 47	11.82 AC	SCHOOL	NA	OS
TRACT 48	11.82 AC	SCHOOL	NA	OS
TRACT 49	11.82 AC	SCHOOL	NA	OS
TRACT 50	11.82 AC	SCHOOL	NA	OS
TRACT 51	11.82 AC	SCHOOL	NA	OS
TRACT 52	11.82 AC	SCHOOL	NA	OS
TRACT 53	11.82 AC	SCHOOL	NA	OS
TRACT 54	11.82 AC	SCHOOL	NA	OS
TRACT 55	11.82 AC	SCHOOL	NA	OS
TRACT 56	11.82 AC	SCHOOL	NA	OS
TRACT 57	11.82 AC	SCHOOL	NA	OS
TRACT 58	11.82 AC	SCHOOL	NA	OS
TRACT 59	11.82 AC	SCHOOL	NA	OS
TRACT 60	11.82 AC	SCHOOL	NA	OS
TRACT 61	11.82 AC	SCHOOL	NA	OS
TRACT 62	11.82 AC	SCHOOL	NA	OS
TRACT 63	11.82 AC	SCHOOL	NA	OS
TRACT 64	11.82 AC	SCHOOL	NA	OS
TRACT 65	11.82 AC	SCHOOL	NA	OS
TRACT 66	11.82 AC	SCHOOL	NA	OS
TRACT 67	11.82 AC	SCHOOL	NA	OS
TRACT 68	11.82 AC	SCHOOL	NA	OS
TRACT 69	11.82 AC	SCHOOL	NA	OS
TRACT 70	11.82 AC	SCHOOL	NA	OS
TRACT 71	11.82 AC	SCHOOL	NA	OS
TRACT 72	11.82 AC	SCHOOL	NA	OS
TRACT 73	11.82 AC	SCHOOL	NA	OS
TRACT 74	11.82 AC	SCHOOL	NA	OS
TRACT 75	11.82 AC	SCHOOL	NA	OS
TRACT 76	11.82 AC	SCHOOL	NA	OS
TRACT 77	11.82 AC	SCHOOL	NA	OS
TRACT 78	11.82 AC	SCHOOL	NA	OS
TRACT 79	11.82 AC	SCHOOL	NA	OS
TRACT 80	11.82 AC	SCHOOL	NA	OS
TRACT 81	11.82 AC	SCHOOL	NA	OS
TRACT 82	11.82 AC	SCHOOL	NA	OS
TRACT 83	11.82 AC	SCHOOL	NA	OS
TRACT 84	11.82 AC	SCHOOL	NA	OS
TRACT 85	11.82 AC	SCHOOL	NA	OS
TRACT 86	11.82 AC	SCHOOL	NA	OS
TRACT 87	11.82 AC	SCHOOL	NA	OS
TRACT 88	11.82 AC	SCHOOL	NA	OS
TRACT 89	11.82 AC	SCHOOL	NA	OS
TRACT 90	11.82 AC	SCHOOL	NA	OS
TRACT 91	11.82 AC	SCHOOL	NA	OS
TRACT 92	11.82 AC	SCHOOL	NA	OS
TRACT 93	11.82 AC	SCHOOL	NA	OS
TRACT 94	11.82 AC	SCHOOL	NA	OS
TRACT 95	11.82 AC	SCHOOL	NA	OS
TRACT 96	11.82 AC	SCHOOL	NA	OS
TRACT 97	11.82 AC	SCHOOL	NA	OS
TRACT 98	11.82 AC	SCHOOL	NA	OS
TRACT 99	11.82 AC	SCHOOL	NA	OS
TRACT 100	11.82 AC	SCHOOL	NA	OS



NOTES:  
 1. DEVELOPABLE UNITS (D.U.) MAY BE AS LONG AS THE TOTAL PROJECT DENSITY IS NOT EXCEEDED.  
 2. VILLAGE AND TRACT BOUNDARIES SHOWN ARE APPROXIMATE AND MAY BE ADJUSTED AS LONG AS THE TOTAL AREA WITHIN THE BOUNDARY IS ADHERED TO.

TRACT	AREA	USE	ZONE	EXTRACT
TRACT 1	10.52 AC	SCHOOL	NA	OS
TRACT 2	10.52 AC	SCHOOL	NA	OS
TRACT 3	11.82 AC	SCHOOL	NA	OS
TRACT 4	11.82 AC	SCHOOL	NA	OS
TRACT 5	11.82 AC	SCHOOL	NA	OS
TRACT 6	11.82 AC	SCHOOL	NA	OS
TRACT 7	11.82 AC	SCHOOL	NA	OS
TRACT 8	11.82 AC	SCHOOL	NA	OS
TRACT 9	11.82 AC	SCHOOL	NA	OS
TRACT 10	11.82 AC	SCHOOL	NA	OS
TRACT 11	11.82 AC	SCHOOL	NA	OS
TRACT 12	11.82 AC	SCHOOL	NA	OS
TRACT 13	11.82 AC	SCHOOL	NA	OS
TRACT 14	11.82 AC	SCHOOL	NA	OS
TRACT 15	11.82 AC	SCHOOL	NA	OS
TRACT 16	11.82 AC	SCHOOL	NA	OS
TRACT 17	11.82 AC	SCHOOL	NA	OS
TRACT 18	11.82 AC	SCHOOL	NA	OS
TRACT 19	11.82 AC	SCHOOL	NA	OS
TRACT 20	11.82 AC	SCHOOL	NA	OS
TRACT 21	11.82 AC	SCHOOL	NA	OS
TRACT 22	11.82 AC	SCHOOL	NA	OS
TRACT 23	11.82 AC	SCHOOL	NA	OS
TRACT 24	11.82 AC	SCHOOL	NA	OS
TRACT 25	11.82 AC	SCHOOL	NA	OS
TRACT 26	11.82 AC	SCHOOL	NA	OS
TRACT 27	11.82 AC	SCHOOL	NA	OS
TRACT 28	11.82 AC	SCHOOL	NA	OS
TRACT 29	11.82 AC	SCHOOL	NA	OS
TRACT 30	11.82 AC	SCHOOL	NA	OS
TRACT 31	11.82 AC	SCHOOL	NA	OS
TRACT 32	11.82 AC	SCHOOL	NA	OS
TRACT 33	11.82 AC	SCHOOL	NA	OS
TRACT 34	11.82 AC	SCHOOL	NA	OS
TRACT 35	11.82 AC	SCHOOL	NA	OS
TRACT 36	11.82 AC	SCHOOL	NA	OS
TRACT 37	11.82 AC	SCHOOL	NA	OS
TRACT 38	11.82 AC	SCHOOL	NA	OS
TRACT 39	11.82 AC	SCHOOL	NA	OS
TRACT 40	11.82 AC	SCHOOL	NA	OS
TRACT 41	11.82 AC	SCHOOL	NA	OS
TRACT 42	11.82 AC	SCHOOL	NA	OS
TRACT 43	11.82 AC	SCHOOL	NA	OS
TRACT 44	11.82 AC	SCHOOL	NA	OS
TRACT 45	11.82 AC	SCHOOL	NA	OS
TRACT 46	11.82 AC	SCHOOL	NA	OS
TRACT 47	11.82 AC	SCHOOL	NA	OS
TRACT 48	11.82 AC	SCHOOL	NA	OS
TRACT 49	11.82 AC	SCHOOL	NA	OS
TRACT 50	11.82 AC	SCHOOL	NA	OS
TRACT 51	11.82 AC	SCHOOL	NA	OS
TRACT 52	11.82 AC	SCHOOL	NA	OS
TRACT 53	11.82 AC	SCHOOL	NA	OS
TRACT 54	11.82 AC	SCHOOL	NA	OS
TRACT 55	11.82 AC	SCHOOL	NA	OS
TRACT 56	11.82 AC	SCHOOL	NA	OS
TRACT 57	11.82 AC	SCHOOL	NA	OS
TRACT 58	11.82 AC	SCHOOL	NA	OS
TRACT 59	11.82 AC	SCHOOL	NA	OS
TRACT 60	11.82 AC	SCHOOL	NA	OS
TRACT 61	11.82 AC	SCHOOL	NA	OS
TRACT 62	11.82 AC	SCHOOL	NA	OS
TRACT 63	11.82 AC	SCHOOL	NA	OS
TRACT 64	11.82 AC	SCHOOL	NA	OS
TRACT 65	11.82 AC	SCHOOL	NA	OS
TRACT 66	11.82 AC	SCHOOL	NA	OS
TRACT 67	11.82 AC	SCHOOL	NA	OS
TRACT 68	11.82 AC	SCHOOL	NA	OS
TRACT 69	11.82 AC	SCHOOL	NA	OS
TRACT 70	11.82 AC	SCHOOL	NA	OS
TRACT 71	11.82 AC	SCHOOL	NA	OS
TRACT 72	11.82 AC	SCHOOL	NA	OS
TRACT 73	11.82 AC	SCHOOL	NA	OS
TRACT 74	11.82 AC	SCHOOL	NA	OS
TRACT 75	11.82 AC	SCHOOL	NA	OS
TRACT 76	11.82 AC	SCHOOL	NA	OS
TRACT 77	11.82 AC	SCHOOL	NA	OS
TRACT 78	11.82 AC	SCHOOL	NA	OS
TRACT 79	11.82 AC	SCHOOL	NA	OS
TRACT 80	11.82 AC	SCHOOL	NA	OS
TRACT 81	11.82 AC	SCHOOL	NA	OS
TRACT 82	11.82 AC	SCHOOL	NA	OS
TRACT 83	11.82 AC	SCHOOL	NA	OS
TRACT 84	11.82 AC	SCHOOL	NA	OS
TRACT 85	11.82 AC	SCHOOL	NA	OS
TRACT 86	11.82 AC	SCHOOL	NA	OS
TRACT 87	11.82 AC	SCHOOL	NA	OS
TRACT				

**BRIDGEWATER P.U.D. OVERLAY MAP – AMENDMENT NO. 3**  
 PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 8, SECTION 17 AND THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH,  
 RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO  
 965.83 ACRES  
 PUDA-000544-2015

**STREET DESIGN CRITERIA**

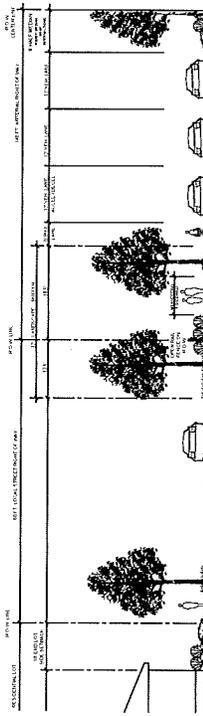
DESIGN ELEMENT	FRONTAL** (ERIE PKWY.)	MINOR** (GR 3)	MINOR** (GR 3)	MINOR** (GR 3)	MAJOR CORNER (GR 3, GR 4, GR 10)	RESIDENTIAL CORNER (GR 3, GR 4, GR 10)	LOCAL CORNER (GR 3, GR 4, GR 10)	LOCAL CORNER (GR 3, GR 4, GR 10)	LOW VOLUME LOCAL STREET (GR 3, GR 4, GR 10)	ALLEYS
RIGHT-OF-WAY WIDTHS	140'	120'	120'	120'	80'	70'	80'	80'	64'	IF TWO UTILITIES 30' W/ JUNCTED
COMMUNITY GATEWAYS LANDSCAPE BUFFER (EAD OF R.O.W.)	30' WHERE LOTS ABUT R.O.W.	0' LANDSCAPE BUFFER WITHIN R.O.W. IN THE R.O.W.	30' WHERE LOTS ABUT R.O.W.	30' WHERE LOTS ABUT R.O.W.	N/A	N/A	N/A	N/A	N/A	N/A
DOUBLE FRONTAGE LANDSCAPE BUFFER (OUTSIDE OF R.O.W.)	N/A	0'	N/A	N/A	0' LANDSCAPE BUFFER WITHIN R.O.W. IN THE R.O.W.	0' LANDSCAPE BUFFER WITHIN R.O.W. IN THE R.O.W.	0' LANDSCAPE BUFFER WITHIN R.O.W. IN THE R.O.W.	0' LANDSCAPE BUFFER WITHIN R.O.W. IN THE R.O.W.	0'	N/A

\* LOCAL PUBLIC STREET R.O.W., OIL AND GAS EASEMENTS, PUBLIC UTILITY EASEMENTS, AND OTHER PUBLIC UTILITY LINES WILL BE ALLOWED TO BE LOCATED WITHIN THE 30' LANDSCAPE BUFFER.  
 \*\* FOR LOTS ABUTTING ERIE PARKWAY, BRIDGEWATER PKWY, GR10, GR5, AND GR3, FENCING SHALL BE A MAXIMUM SIX (6) FEET IN HEIGHT WHICH MAY INCLUDE OPAQUE FENCING IN STRAIGHT RUNS LIMITED TO APPROXIMATELY 600' IN LENGTH, WITHOUT A BREAK ALONG BRIDGEWATER PKWY, GR10, GR5, AND GR3. FOR LOTS ABUTTING ERIE PARKWAY, BRIDGEWATER PKWY, GR10, GR5, AND GR3, FENCING SHALL BE LIMITED TO APPROXIMATELY 600' FEET IN LENGTH AND 50% OF THE TOTAL FRONTAGE OF ERIE PARKWAY. OPAQUE FENCING SHALL BE PROVIDED ON CORNERS OF LOTS SPACED A MINIMUM EVERY THREE LOTS FOR ALL OPAQUE FENCING ALONG ARTERIAL STREETS. MASONRY COLUMNS SHALL BE PROVIDED ON CORNERS OF LOTS SPACED A MINIMUM EVERY THREE LOTS FOR ALL OPAQUE FENCING ALONG ARTERIAL STREETS.

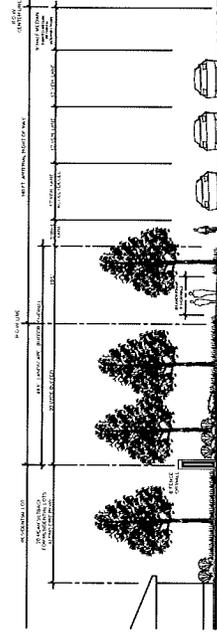
**DIMENSIONAL STANDARDS**

DISTRICT	MINIMUM LOT WIDTH (FT.)	AREA (S.F.)	MINIMUM LOT SETBACKS (FT.) <sup>(1)(2)(3)(4)(5)(7)</sup>				MAX. HT.
			FRONT (2)(3)(4)	SIDE (2)(3)(4)	SIDE (1)(3)(4)(5)	REAR (2)(3)(4)(5)	
ER	100'	40,000	PRIN. - 30'	30'	10'	PRIN. - 30'	PRIN. - 35'
SR	75'	SFD 8,800 MF 6,000(10)	ACC. - 60'	ACC. - 60'	10'	ACC. - 10'	PRIN. - 30'
			PRIN. - 25'	20'	PRIN. - 10'	ACC. - 5'	ACC. - 30'
LR (WITH SFD)	40'	3,600	PRIN. - 20'	10'	6'	PRIN. - 20'	PRIN. - 35'
LR (WITH MF)	NONE	2,500	ACC. - 30'	10'	6'	ACC. - 5'	ACC. - 25'
			ACC. - 30'	10'	6'	ACC. - 5'	ACC. - 25'

(1) ZERO LOT LINE SETBACKS SHALL BE PERMITTED FOR ATTACHED BUILDINGS PROVIDED THAT THE BUILDING MEETS THE ZONE DISTRICT INTERIOR LOT LINE SETBACK ON THE SIDE OF THE BUILDING THAT IS NOT ATTACHED.  
 (2) MULTIPLE PRINCIPAL BUILDINGS ON A SINGLE LOT SHALL BE SEPARATED BY A DISTANCE EQUAL TO THE DISTANCE THAT WOULD BE REQUIRED IF THEY WERE SEPARATED BY A LOT LINE.  
 (3) FRONT, SIDE, AND REAR SETBACKS SHALL ALLOW FOR ENCROACHMENTS UP TO 2 FEET BEYOND THE BUILDING FOUNDATION FOR ABOVE-GRADE FEATURES INCLUDING EAVES, COUNTERTOPS, FIREPLACE BOX-OUT, STOOPS, PORCHES, PATIOS, DECKS, AND STAIRS. THE PROJECTIONS OF THESE FEATURES FROM THE FACE OF THE PROJECTION DOES NOT EXCEED 20 SQUARE FEET IN EACH INSTANCE AND EXTRA ABOVE SHALL BE MORE THAN 2 FEET. THERE SHALL BE NO MORE THAN TWO (2) ABOVE-GRADE LIVING SPACE ENCROACHMENTS PER ELEVATION.  
 (4) SIDE AND REAR SETBACKS SHALL ALLOW FOR ENCROACHMENTS UP TO 3 FEET BEYOND THE BUILDING FOUNDATION FOR BELOW-GRADE WINDOW WELLS.  
 (5) REAR SETBACKS SHALL ALLOW FOR AN ENCROACHMENT OF UP TO 6' FOR A COVERED PATIO (NOT ENCLOSED).  
 (6) REDUCTION OF FRONT SETBACK TO 15' IS ALLOWED WHEN A GARAGE SIDES TO THE R.O.W.  
 (7) PROPERTY LINES ABUTTING THE EXTERIOR BOUNDARY OF THIS PUD SHALL ADHERE TO ALL REQUIRED SETBACKS OF THE UNDERLYING ZONE DISTRICT UNLESS OTHERWISE NOTED IN THE PUD.

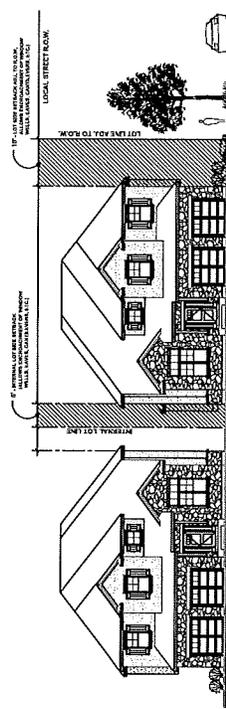


TYPICAL SECTION - WHERE LOCAL STREET R.O.W. ABUTS ERIE PKWY.  
 (PROVIDES OPEN VIEWS INTO THE COMMUNITY)



TYPICAL SECTION - WHERE LOTS BACK TO ERIE PKWY.  
 (LIMITED TO 30% OF FRONTAGE, +/- 30 LOTS)

NOTE: TYPICAL SECTIONS ARE FOR ILLUSTRATIVE PURPOSES TO DEMONSTRATE LANDSCAPE BUFFER CONCEPTS. STREET SECTIONS TO BE DEVELOPED AND FINALIZED DURING PLAT PROCESS.



TYPICAL SINGLE-FAMILY LOT SIDE SETBACK CONDITIONS  
 (ENCROACHMENTS ALLOWED IN SETBACKS)

BRIDGEWATER P.U.D. OVERLAY MAP  
 SE 1/4 OF SEC. 7, S 1/2 OF SEC. 8, SW 1/4 OF  
 SEC. 9, T1N, R68W OF THE 6TH P.M., WELD COUNTY, CO.

DATE: 08/14/2015  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS  
 PROJECT NO.: 000544-2015  
 SHEET NO.: 1 OF 4



**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
**Board Meeting Date: August 25, 2015**

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**SUBJECT:** **LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES:**

**CONSIDERATION OF RESOLUTION 15-108 (Continue to September 8<sup>th</sup> Meeting):** A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Accepting Dedications As Shown On The Bridgewater Master Subdivision First Amendment Plat; Authorizing The Appropriate Town Official To Sign The Bridgewater Master Subdivision First Amendment Plat; Adopting Certain Findings Of Fact And Conclusions Favorable To The Acceptance Of The Dedications; And, Setting Forth Details In Relation Thereto.

**CODE REVIEW:** Erie Municipal Code, Title 10

**PURPOSE:** Board of Trustees to consider the acceptance of dedications on the Bridgewater Master Subdivision First Amendment Plat.

**DEPARTMENT:** Community Development

**PRESENTER:** Todd Bjerkaas PLA, Senior Planner

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

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**STAFF RECOMMENDATION:** Staff recommends the Board of Trustees authorize the Mayor to accept the dedications by approving Resolution 15-108.

**PLANNING COMMISSION RECOMMENDATION:** n/a

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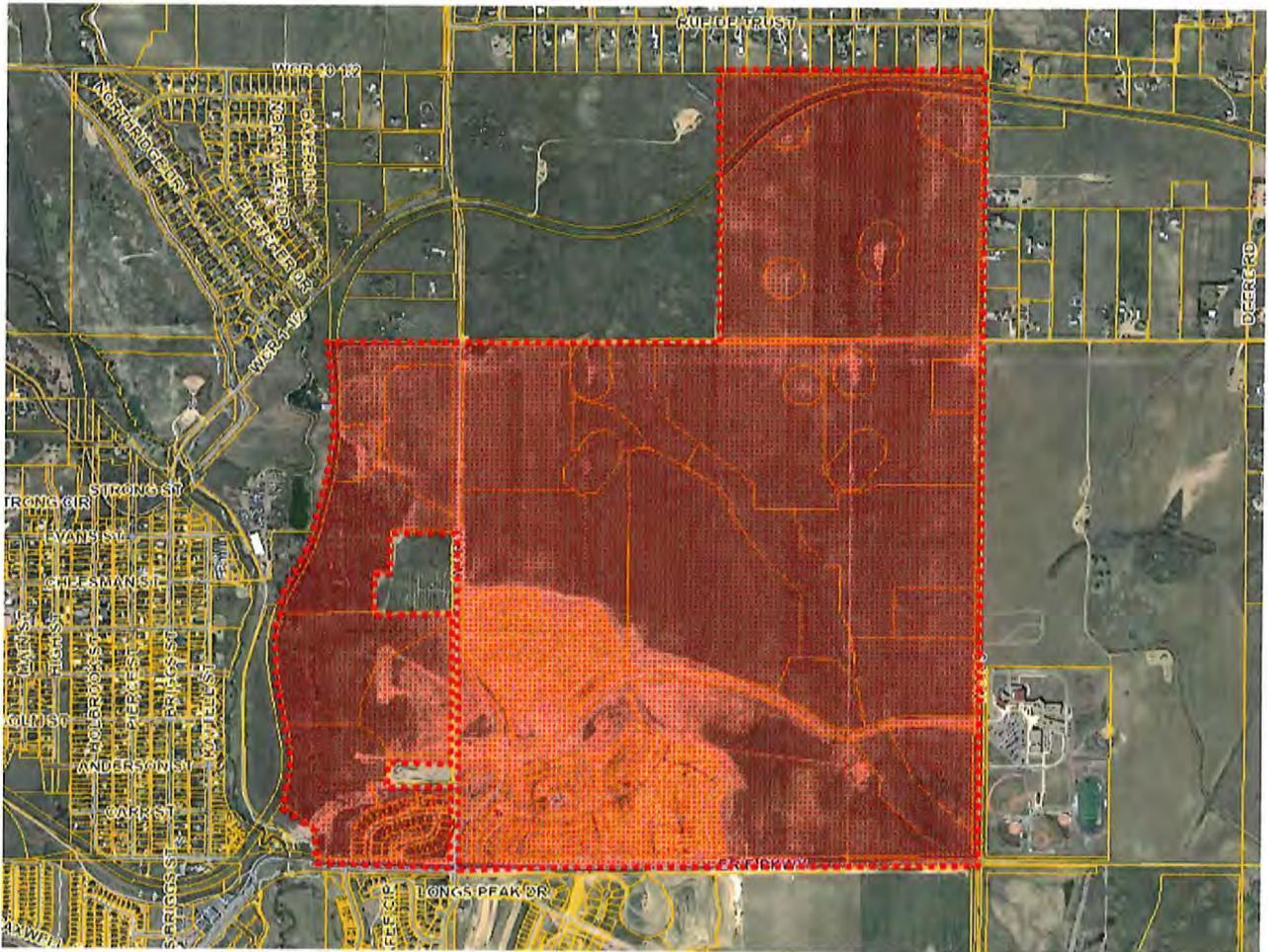
**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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**Owner:** Daybreak Recovery Acquisition  
7200 S. Alton Way, Suite C400  
Centennial, CO 80012

**Representative:** Raintree Investment Corporation  
Jerry Richmond  
7200 S. Alton Way, Suite C400  
Centennial, CO 80012

**Location:** The Colliers Hill property is located on the northwest corner of WCR 5 and Erie Parkway.



**Summary:**

The Resolution, provided for consideration by the Board of Trustees, accepts dedications as shown on the Bridgewater Master Subdivision First Amendment Plat.

**Project Description:**

The property owner is beginning the process of transferring a 10 acre site to St. Vrain Valley School District for a future elementary school. Concurrent with the PUD Overlay Map amendment, the applicant has proposed an amendment to the Bridgewater Master Subdivision Plat to relocate the 10 acre elementary school site.

The minor subdivision divides Tract 9 of the master subdivision to create two tracts: a 10 acre tract for the future elementary school (Tract 9A); and a 57.96 acre tract for future development (Tract 9B).

**Project Process:**

The Community Development Director and Public Works Director have conditionally approved the Bridgewater Master Subdivision First Amendment Plat, contingent upon the acceptance of the dedications by the Board of Trustees.

**Public Notice:**

Public Notice is not required.

**Staff Recommendation:**

Staff recommends the Board of Trustees authorize the Mayor to accept the dedications as shown on the Bridgewater Master Subdivision First Amendment Plat by approving Resolution 15-108.

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**Staff Review:**

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

**Approved by:**

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

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**ATTACHMENTS:**

- a. Resolution 15-108
- b. Bridgewater Master Subdivision First Amendment Plat

# ATTACHMENT A

**RESOLUTION NO. 15-108**

**A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO ACCEPTING DEDICATIONS AS SHOWN ON THE BRIDGEWATER MASTER SUBDIVISION FIRST AMENDMENT PLAT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE BRIDGEWATER MASTER SUBDIVISION FIRST AMENDMENT PLAT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO THE ACCEPTANCE OF THE DEDICATIONS; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, the Board of Trustees of the Town of Erie, Colorado, considered the acceptance of dedications on September 8, 2015, on the application of Daybreak Recovery Acquisition, 7200 Alton Way, Suite C400, Centennial, CO 80012, for the Bridgewater Master Subdivision First Amendment Plat, Town of Erie, County of Weld, State of Colorado; and,

**WHEREAS**, the Board of Trustees of the Town of Erie, desires to accept the dedications from Daybreak Recovery Acquisition; 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 accept the dedications as shown on the Bridgewater Master Subdivision First Amendment Plat.

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

Section 1. The Board of Trustees of the Town of Erie hereby accepts the dedications as set forth on the Bridgewater Master Subdivision First Amendment Plat and authorizes the appropriate Town Official to sign the Bridgewater Master Subdivision First Amendment Plat.

**INTRODUCED, READ, SIGNED AND APPROVED this 8<sup>th</sup> day of September 2015.**

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

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

ATTEST:

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

## ATTACHMENT B



# BRIDGEWATER MASTER SUBDIVISION FIRST AMENDMENT

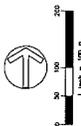
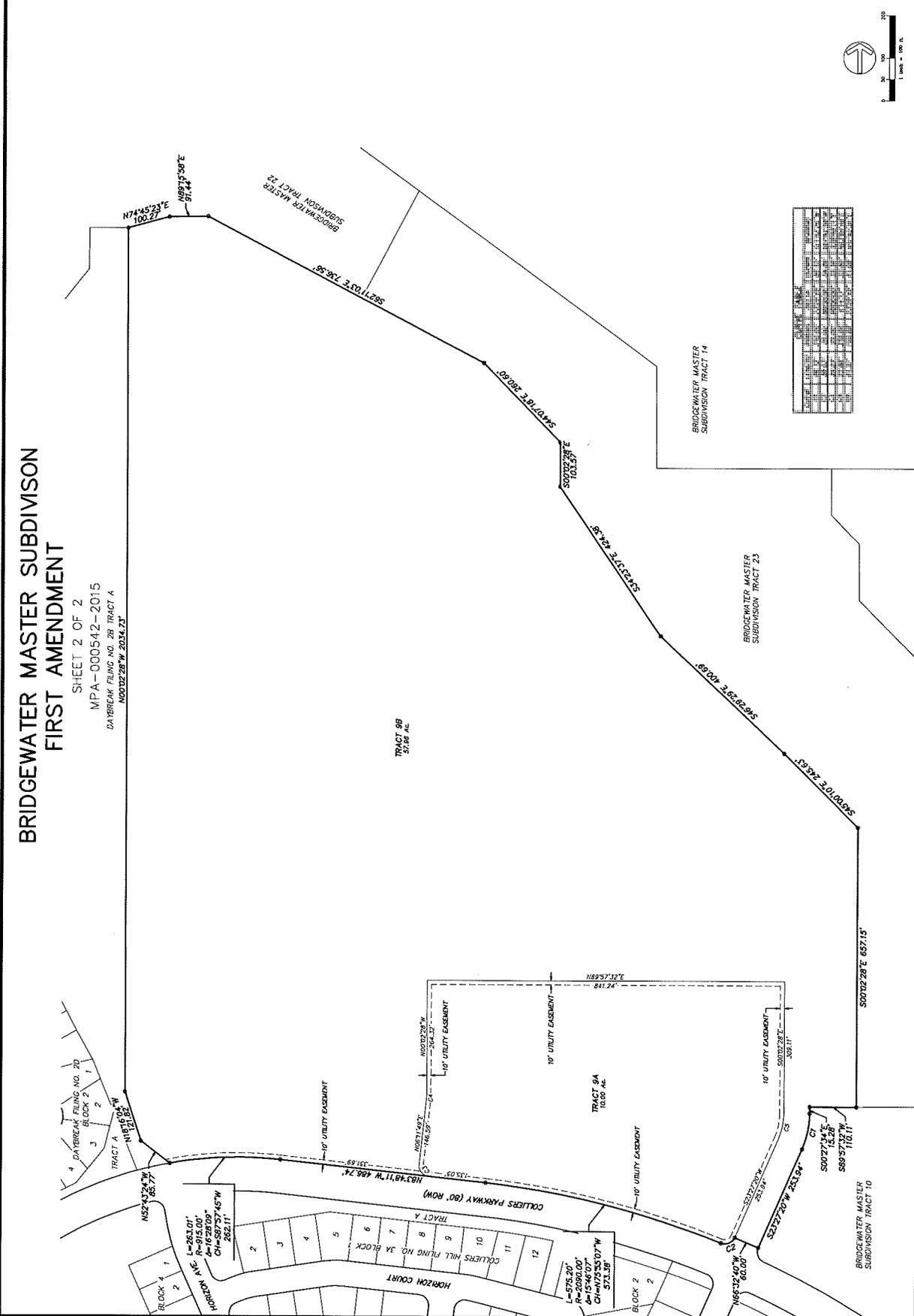
SHEET 2 OF 2  
MPA-000542-2015  
DAYBREAK FILING NO. 28, TRACT A  
H002228 W, 2024, 23

SCALE VERIFICATION  
DATE: 08/24/15  
BY: [Signature]

PLANNING  
SURVEYING  
HURST  
2550 Broadway, Suite B  
Boulder, CO 80504  
303.443.8105

BRIDGEWATER MASTER  
SUBDIVISION  
FIRST AMENDMENT  
ERIE, COLORADO

DATE: 08/24/15  
BY: [Signature]  
SCALE: 1"=100'  
SHEET: 2 OF 2



TRACT	AREA (AC)	BEARING	DISTANCE
TRACT 8A	10.00	S002734°E	163.28
TRACT 8B	57.00	S89°57'11"W	110.11
TRACT 14	10.00	S002734°E	163.28
TRACT 23	10.00	S89°57'11"W	110.11
TRACT 10	10.00	S002734°E	163.28
TRACT 28	10.00	S89°57'11"W	110.11
TRACT 29	10.00	S002734°E	163.28
TRACT 30	10.00	S89°57'11"W	110.11
TRACT 31	10.00	S002734°E	163.28
TRACT 32	10.00	S89°57'11"W	110.11
TRACT 33	10.00	S002734°E	163.28
TRACT 34	10.00	S89°57'11"W	110.11
TRACT 35	10.00	S002734°E	163.28
TRACT 36	10.00	S89°57'11"W	110.11
TRACT 37	10.00	S002734°E	163.28
TRACT 38	10.00	S89°57'11"W	110.11
TRACT 39	10.00	S002734°E	163.28
TRACT 40	10.00	S89°57'11"W	110.11
TRACT 41	10.00	S002734°E	163.28
TRACT 42	10.00	S89°57'11"W	110.11
TRACT 43	10.00	S002734°E	163.28
TRACT 44	10.00	S89°57'11"W	110.11
TRACT 45	10.00	S002734°E	163.28
TRACT 46	10.00	S89°57'11"W	110.11
TRACT 47	10.00	S002734°E	163.28
TRACT 48	10.00	S89°57'11"W	110.11
TRACT 49	10.00	S002734°E	163.28
TRACT 50	10.00	S89°57'11"W	110.11
TRACT 51	10.00	S002734°E	163.28
TRACT 52	10.00	S89°57'11"W	110.11
TRACT 53	10.00	S002734°E	163.28
TRACT 54	10.00	S89°57'11"W	110.11
TRACT 55	10.00	S002734°E	163.28
TRACT 56	10.00	S89°57'11"W	110.11
TRACT 57	10.00	S002734°E	163.28
TRACT 58	10.00	S89°57'11"W	110.11
TRACT 59	10.00	S002734°E	163.28
TRACT 60	10.00	S89°57'11"W	110.11
TRACT 61	10.00	S002734°E	163.28
TRACT 62	10.00	S89°57'11"W	110.11
TRACT 63	10.00	S002734°E	163.28
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TRACT 65	10.00	S002734°E	163.28
TRACT 66	10.00	S89°57'11"W	110.11
TRACT 67	10.00	S002734°E	163.28
TRACT 68	10.00	S89°57'11"W	110.11
TRACT 69	10.00	S002734°E	163.28
TRACT 70	10.00	S89°57'11"W	110.11
TRACT 71	10.00	S002734°E	163.28
TRACT 72	10.00	S89°57'11"W	110.11
TRACT 73	10.00	S002734°E	163.28
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TRACT 77	10.00	S002734°E	163.28
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TRACT 81	10.00	S002734°E	163.28
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TRACT 83	10.00	S002734°E	163.28
TRACT 84	10.00	S89°57'11"W	110.11
TRACT 85	10.00	S002734°E	163.28
TRACT 86	10.00	S89°57'11"W	110.11
TRACT 87	10.00	S002734°E	163.28
TRACT 88	10.00	S89°57'11"W	110.11
TRACT 89	10.00	S002734°E	163.28
TRACT 90	10.00	S89°57'11"W	110.11
TRACT 91	10.00	S002734°E	163.28
TRACT 92	10.00	S89°57'11"W	110.11
TRACT 93	10.00	S002734°E	163.28
TRACT 94	10.00	S89°57'11"W	110.11
TRACT 95	10.00	S002734°E	163.28
TRACT 96	10.00	S89°57'11"W	110.11
TRACT 97	10.00	S002734°E	163.28
TRACT 98	10.00	S89°57'11"W	110.11
TRACT 99	10.00	S002734°E	163.28
TRACT 100	10.00	S89°57'11"W	110.11

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

**Board Meeting Date: August 25, 2015**

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**SUBJECT:** **PUBLIC HEARING - RESOLUTION**  
Resolution 15-109: A Resolution of the Board of Trustees Of The Town of Erie, Colorado Approving the Service Plan for the 232 Metropolitan District; And, Authorizing The Town Of Erie, Colorado, To Enter Into An Intergovernmental Agreement Between The Town Of Erie And The 232 Metropolitan District, Ensuring Compliance With The Approved Service Plan And The Erie Municipal Code; Authorizing And Directing The Appropriate Town Officers To Sign Said Intergovernmental Agreement; And Setting Forth Details In Relation Thereto.

**DEPARTMENT:** Community Development

**PRESENTER:** R. Martin Ostholthoff, Community Development Director

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

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**STAFF**  
**RECOMMENDATION:** Staff recommends approval of Resolution 15-109.

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**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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The Town has received the Service Plan (Plan) for the Sierra Vista Metropolitan District (District). The District encompasses approximately 126 acres of land located at the southwest corner of Interstate 25 and Erie Parkway. State Statute requires the Board of Trustees to approve the Plan by resolution of any special district organized within the municipal limits of the Town. This is a required step for the District to participate in the November 2015 Title 32 district election.

The Board of Trustees adopted a special district ordinance and model service plan in June 2007. The special district ordinance was amended in 2013. The Plan has been submitted in accordance with the ordinance and amendment thereto. The Plan was submitted using the model service plan as a guide and the Districts have complied with the amended Town ordinance.

The District will provide public improvements and services to a proposed development (non-residential), currently known as Erie Exchange. The Plan identifies improvements and services expected to be provided by the District, the Plan also describes how activities will be financed.

The Plan identifies powers of the Districts as well as describes the limitations. In addition, disclosure of the District is included that advises potential property owners to investigate financing, servicing of indebtedness, etc.

Town staff and Kim Crawford, Special Counsel to the Town has reviewed the Plan and have found it to be in general compliance with the model service plan and the Town ordinance as amended. Approval of Plan does not constitute the Town's approval of any future development plan or zoning.

The only significant deviation from the Town's Model Service Plan that the applicant is requesting is to Section VIII – Dissolution. The Model Service Plan requires dissolution of the District in the event that debt is not issued within three years. The applicant requests that this term be extended to six years in order to match their financial plan as the financial plan anticipates issuance of debt no sooner than 2021.

Below is a summary of several of the limitations and contract points of the Plan.

Debt Service Mill Levy	50 mills
Operations/Maintenance Mill Levy	included in debt mill levy (combined not to exceed 50 mills)
Limit on Final Debt Maturity	40 years
Public Improvements Estimate	\$6,882,000
Debt Cap	\$35,000,000
IGA with Town	Required prior to debt issuance
Town liable for Districts obligations	No

**Staff Review:**

\_\_\_\_ Town Attorney  
\_\_\_\_ Town Clerk  
PW Community Development Director  
\_\_\_\_ Finance Director  
\_\_\_\_ Police Chief  
\_\_\_\_ Parks and Recreation Director  
\_\_\_\_ Public Works Director

**Approved by:**

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

**ATTACHMENTS:**

- a. Resolution 15-109
- b. Service Plan For 232 Metropolitan District
- c. Town of Erie/232 Metropolitan District IGA

# ATTACHMENT A

**RESOLUTION NO. 15-109**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO APPROVING THE SERVICE PLAN FOR THE 232 METROPOLITAN DISTRICT; AND, AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ERIE AND THE 232 METROPOLITAN DISTRICT, ENSURING COMPLIANCE WITH THE APPROVED SERVICE PLAN AND THE ERIE MUNICIPAL CODE; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID INTERGOVERNMENTAL AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

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

**WHEREAS**, a service plan dated August 17, 2015, has been submitted to the Board for the 232 Metropolitan District (the "District") in compliance with § 32-1-204.5 (the "Service Plan"); and

**WHEREAS**, the Service Plan has been submitted to the Board for the District in compliance with Title 9, Chapter 7, "Special Districts," of the Town's Municipal Code; and

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

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

**WHEREAS**, following the required notice the Board has conducted a public hearing on the Service Plan for the District and has made certain findings; and

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

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

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

Section 1. The Board makes the following findings:

1. The Board has jurisdiction to hear this matter.
2. The evidence presented at the public hearing held before the Board is satisfactory to show the following:
  - a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed special district.
  - b. The existing service in the area to be served by the proposed special district is inadequate for present and projected needs.
  - c. The proposed special district is capable of providing economical and sufficient service to the areas within its proposed boundaries.
  - d. The area to be included in the proposed special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 2. The Service Plan for the District is hereby approved. Nothing herein limits the Town's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The Town's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the Town has not conducted any independent investigation of the evidence. The Town makes no guarantee as to the financial viability of the District or the achievability of the results.

Section 3. That the Intergovernmental Agreement between the Town and the District, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement for enforcement of the Town Code provisions and the provisions of the Plan.

Section 4. That the Town be and is hereby authorized and directed to enter into the Intergovernmental Agreement, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town to said Intergovernmental Agreement.

Section 5. That entering into the Intergovernmental Agreement is found to be in the best interest of the Town, and necessary for the preservation of the public health and safety.

**ADOPTED AND APPROVED THIS 25<sup>TH</sup> DAY OF AUGUST, 2015, BY THE  
BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

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

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

ATTEST:

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

# ATTACHMENT B

**BLACKLINE DRAFT**  
McGEADY SISNEROS, P.C.  
August 17, 2015

Doc. No. 411350 Version [1] to Version [3]  
*Town of Erie Model Service Plan to August 17, 2015, Resubmittal Draft*

**SERVICE PLAN  
FOR**

~~REDTAIL RANCH~~232 METROPOLITAN DISTRICT

Prepared

by

~~Seter & Vander Wall~~McGeady Sisneros, P.C.  
~~7400~~450 E. ~~Orehard Rd.~~17<sup>th</sup> Avenue, Suite ~~3300~~400  
~~Greenwood Village~~Denver, CO ~~80111~~80203

~~October 14, 2014~~

Submitted: June 1, 2015

Resubmitted: August 17, 2015

Approved: \_\_\_\_\_, 2015

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## EXHIBITS

- Exhibit A** Legal Description
- Exhibit B** Erie Vicinity Map
- Exhibit C** Initial District Boundary Map
- Exhibit D** Description of Public Improvements, including the information required by Section 32-1-202(2)(c) and (e), [C.R.S.](#)
- Exhibit E** Matrix of Ownership and Maintenance
- Exhibit F** ~~Finaneing~~[Financial](#) Plan, including sources and uses and bond solutions
- Exhibit G** [Form of](#) District Election Questions
- Exhibit H** Underwriter Commitment Letter
- Exhibit I** Form of Disclosure
- Exhibit J** Proof of Ownership and Encumbrances

## SERVICE PLAN FOR

### ~~REDTAIL RANCH~~<sup>232</sup> METROPOLITAN DISTRICT

#### **I. INTRODUCTION**

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

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

C. Objective of the Town Regarding District Service Plans. The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, and financing of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes, specific ownership taxes, and/or facility fees imposed and collected for no longer than the Maximum Mill Levy Imposition Term. The District's combined mill levy shall be no higher than the Maximum Mill Levy ~~combined with the Operating Mill Levy.~~

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

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

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from specific ownership taxes, facility fees, and tax revenues collected from a mill levy which shall not exceed the Maximum Mill Levy and which shall not exceed the Maximum Mill Levy Imposition Term. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with the facility fee and the Maximum Mill Levy in amount and

that no property bear an economic burden that is greater than that associated with the Maximum Mill Levy Imposition Term. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

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

<u>Organizers</u>	<u>District Counsel</u>
<u>Erie Exchange, LLC and</u>	<u>McGeady Sisneros, P.C.</u>
<u>Acme Industrial, LLC</u>	<u>450 E. 17<sup>th</sup> Avenue, Suite 400</u>
<u>5040 Acoma Street</u>	<u>Denver, CO 80203</u>
<u>Denver, CO 80216</u>	

<u>Financial Advisor</u>	<u>Surveyor</u>
<u>D.A. Davidson &amp; Co.</u>	<u>Timberline Land Surveying Company</u>
<u>1550 Market Street, Suite 300</u>	<u>10394 W. Chatfield Avenue, Suite 108</u>
<u>Denver, CO 80202</u>	<u>Littleton, CO 80127</u>

E. First Board of Directors.

The first board of directors is proposed to include:

Fred Orr  
5040 Acoma Street  
Denver, CO 80216

P. Joseph Knopinski  
3279 E. Otero Circle  
Centennial, CO 80122

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

## II. **DEFINITIONS**

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

Board: means the board of directors of the District.

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

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

Debt Service Mill Levy: mean the mill levy the District is permitted to impose for Debt service as set forth in Section VI.E-G below.

District: means the ~~Retail Ranch~~<sup>232</sup> Metropolitan District.

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

Financial Plan: means the Financial Plan described in Section VI and the financial projections attached hereto as ~~Exhibit F and described in Section VI~~, which ~~describes~~<sup>describe</sup> (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) the estimated revenue and expenses.

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

Initial District Boundary Map: means the map attached hereto as Exhibit C, describing the Initial ~~District's~~<sup>District</sup> Boundaries.

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

Maximum Mill Levy: means the maximum mill levy the District is permitted to impose for payment of ~~Debt~~<sup>both Debt service and operations and maintenance expenses</sup>, as set forth in Section VI.E below.

Maximum Mill Levy Imposition Term: means the maximum term for imposition of a ~~mill levy~~<sup>Debt Service Mill Levy</sup> as set forth in Section VI.F below.

Official Development Plan: means ~~an~~<sup>(1) the Erie Exchange Filing No. 1 Final Plat, recorded on September 29, 1994, at Reception No. 2408795, as amended, (2) the Erie Exchange Filing No. 3 Final Plat, recorded on September 15, 1997, at Reception No. 2568889, as amended, and (3) any other</sup> Official Development Plan for the Project as approved from time to time by the Town pursuant to the Town Code.

Operating Mill Levy: mean the ~~maximum~~-mill levy the District is permitted to impose for ~~Operation~~<sup>operations</sup> and ~~Maintenance~~<sup>maintenance</sup> expenses as set forth in Section VI.I below.

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

Project: means the development or property commonly referred to as ~~Retail Ranch~~<sup>The Harvest</sup>.

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

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

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

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

State: means the State of Colorado.

Town: means the Town of Erie, Colorado.

Town Code: means the ~~Town Code of the Town of Erie, Colorado~~ Town's adopted Municipal Code, as amended from time to time.

### **III. BOUNDARIES**

The area of the Initial District Boundaries includes approximately ~~293.5~~ 126.1 acres. A legal description of the Initial District Boundaries is attached hereto as Exhibit A. A vicinity map is attached hereto as Exhibit B. A map of the Initial District Boundaries is attached hereto as Exhibit C. ~~A vicinity map is attached hereto as Exhibit B.~~

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

The Initial District Boundaries consists of approximately ~~293.5~~ 126.1 acres of agricultural and commercial land. The current assessed valuation of the Initial District Boundaries is ~~\$5,420~~ 283,150 and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. ~~The population of~~ At build-out, the District ~~at build-out~~ is estimated ~~currently projected~~ to comprise approximately ~~1,708 people~~ 1.5 million gross square feet of commercial office, retail, and industrial space.

~~The Official Development Plan for the property in the Initial District Boundaries is pending approval by the Town.~~

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

A. Powers of the District and Service Plan Amendment.

~~\*Based on 2010 US Census data for the Town of Erie of 2.91 persons per household for estimated 587 residential units.~~

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

1. Operations and Maintenance.

(a) The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, maintain, and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Official Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements unless the provision of such operation and maintenance is pursuant to **Exhibit E** in the approved Service Plan.

(b) Included within its powers, is the District's power to provide covenant enforcement and design review services within the District's boundaries as provided by § 32-1-1004(8), C.R.S.

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

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

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

4. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. In all instances, the District will comply with applicable Town ordinances, regulations and standards, including, without limitation, and to the extent necessary, execution of public improvement agreements and provision of improvements and dedication of any of the ~~public improvements~~ Public Improvements to the Town. The District will obtain the Town's approval of civil engineering

plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Nothing herein requires the Town to accept the transfer of any ~~public~~Public Improvement.

5. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

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

7. Total Debt Issuance Limitation. The District shall not issue Debt in an aggregate principal amount in excess of ~~\$30~~35,000,000, provided that the foregoing shall not include the principal amount of Debt which has been refunded by the issuance of refunding Debt.

8. No Rates, Fees, Charges, Assessments or Exaction. The District shall not impose any rate, fee, charge, assessment or exaction and shall not utilize any rate, fee, charge, assessment or exaction imposed by any public or private entity without the prior written consent of the Town ~~except for a Facility Fee, such fee not to exceed \$5,000 per residential unit, as reflected in Exhibit F-~~Board of Trustees.

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

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

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

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

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

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

12. Eminent Domain Powers Limitation. The District shall provide the Town with written notice prior to its exercise of the power of eminent domain.

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

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

15. Intergovernmental Agreement; Improvement Guaranty. The District shall not levy any taxes or issue any Debt until it enters into an intergovernmental agreement with the Town regarding the enforcement of ~~this Ordinance~~ Title 9, Chapter 4 of the Town Code and the provisions of ~~the Model~~ this Service Plan. The intergovernmental agreement shall be in form and substance satisfactory to the Town Administrator and Town Attorney. The creation of the District shall not alter the obligation of the developer of property in the District to provide the Town with improvement guarantees pursuant to a future Subdivision Improvement Agreement or other applicable development agreement.

16. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. While the assumptions upon which this Service Plan are generally based are reflective of an Official

Development Plan for the property within the District, the cost estimates and Financing Plan are sufficiently flexible to enable the District to provide necessary services and facilities without the need to amend this Service Plan as development plans change. Modification of the general types of services and facilities, and changes in proposed configurations, locations, or dimensions of various facilities and improvements shall be permitted to accommodate development needs consistent with then-current Official Development Plans for the property. Actions of the District which violate the limitations set forth in Sections V.A.1-15 above or in Section VI below shall be deemed to be material departures from this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary ~~Engineering-Survey~~Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, ~~as the initial phase of which is~~ more specifically described in Exhibit D. An estimate of the costs of the initial phase of Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed was prepared based upon a preliminary ~~engineering-survey~~capital plan, market studies and ~~estimates derived from the Official Development Plan (pending as of the date of the Service Plan) on~~projections prepared for the property ~~in~~within the Initial District Boundaries and is approximately ~~\$20,500,000 and~~9,883,418, as more specifically detailed in Exhibit D.

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

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and financing of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Mill Levy Imposition Term from revenues derived from the Maximum Mill Levy and other legally available revenues (subject to Section V.A.8 hereof). The total Debt that the District shall be permitted to issue shall not exceed the total Debt issuance limitation set forth in Section V.A.7 hereof, and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan

referenced above and phased to serve development as it occurs. All Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all taxable property of the District. Prior to issuing any Debt, the District shall deliver to the Town an opinion of nationally recognized bond counsel (acceptable to the Town Attorney) stating that the Debt satisfies the requirements of the Service Plan.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The proposed maximum interest rate on any Debt shall not exceed 18%. The maximum underwriting discount shall not exceed 5%. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities. ~~The District shall not issue any Debt or impose any taxes, fees or charges until the development agreement or preliminary plat is approved. The forms~~ The form of the ballot questions which the District will submit to its electors at the organizational election are attached hereto as Exhibit G.

C. No-Default Provisions.

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

D. Eligible Bondholders.

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

E. Maximum Mill Levy.

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

1. The Maximum Mill Levy shall be a combined total of fifty (50) mills for both the Debt Service Mill Levy and the Operating Mill Levy; provided that if, on or after January 1, 2015, there are changes in the method of calculating assessed valuation or any

constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2015, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

F. Maximum Mill Levy Imposition Term.

The District shall not impose a Debt ~~service mill levy~~ Service Mill Levy for more than forty (40) years after the year of the initial imposition of such Debt ~~service mill levy~~ Service Mill Levy unless: ~~(1)~~ a majority of the Board of Directors of the District imposing the mill levy are residents ~~of such~~ or other eligible elector end users of property within the District, and (2) such Board has voted in favor of issuing Debt with a term which requires or contemplates the imposition of a Debt ~~service mill levy~~ Service Mill Levy for a longer period of time than the limitation contained herein. The District shall not issue ~~debt~~ Debt with a scheduled amortization period of greater than thirty (30) years from the date of issuance.

G. Debt Repayment Sources.

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

H. Security for Debt.

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

I. Operating Mill Levy.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The District's ~~maximum~~ Operating Mill Levy shall be ~~+5 mills~~ set by the Board on an annual basis in order to meet the District's administrative funding needs; provided, however, that such Operating Mill Levy shall remain subject to the Maximum Mill Levy. The first year's operating budget is estimated to be \$50,000 which is anticipated to be derived from ~~property taxes~~ developer advances and other available revenues.

## VII. ANNUAL REPORT

### A. General.

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

### B. Reporting of Significant Events.

The annual report shall include the following information:

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

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

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

(d) Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the fiscal year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations issued in the fiscal year, the amount of payment or retirement of existing indebtedness of the District in the fiscal year, the total assessed valuation of all taxable properties within the District as of January 1 of the fiscal year, and the current mill levy of the District pledged to debt retirement in the fiscal year; report is submitted;

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

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

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

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

## VIII. DISSOLUTION

The District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes upon the occurrence of one of the following: (1) if the ~~Board of Trustees has not approved a preliminary plat and/or development agreement for the development of the property within the District within 18 months from the approval of this Service Plan,~~ (2) if the District has not issued any Debt within ~~three~~<sup>six</sup> years from the approval of this Service Plan, (3)<sup>2</sup> upon an independent determination of the Board of Trustees that the purposes for which the District were created have been accomplished, or (4) ~~when no Debt is then outstanding. If the Board of Trustees has not approved a preliminary plat and/or development agreement for the development of the property within the District within 18 months from the approval of this Service Plan, the District may request a modification of this Service Plan to provide for a six month extension of the 18 month dissolution clause. The Board of Trustees may approve up to two six month extensions for a maximum of one year.~~<sup>3</sup> after Debt has been issued, the time at which no Debt remains outstanding. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding Debt as required pursuant to State statutes.

## IX. DISCLOSURE TO PURCHASERS

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

## X. COMPLIANCE WITH LAWS

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

## XI. CONCLUSION

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

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

**Exhibit A**  
**Legal Description**

**PARCEL 1:**

All of Lot B of that certain Recorded Exemption No. 1467-22-2-RE 1059, being a part of the North Half of the North Half ( N ½ N ½) of Section 22, Township 1 North, Range 68 West of the 6th P.M., Town of Erie, County of Weld, State of Colorado, as recorded in Book 1176 under Reception No. 2120491, of the Weld County Records, and being more particularly described as follows:

Commencing at the Northeast Corner (NE Cor) of said Section 22, and considering the North Line of the Northeast Quarter (NE ¼) of said Section 22 to bear South 89 Degrees 57'45" West, with all other bearings contained herein being relative thereto; thence South 89 Degrees 57'45" West, 625.00 feet to a point on the West Right-of-Way Line for I-25 as granted in Book 1483 at Page 84, Reception No. 1259345, Weld County Records, and the True Point of Beginning;

Thence Southerly along said West Right-of-way Line by the following Four (4) courses:

South 00 Degrees 11'52" West, 30.00 feet;

South 78 Degrees 42'08" East, 152.90 feet;

South 12 Degrees 04'08" East, 1059.30 feet;

South 00 Degrees 11'52" West, 227.85 feet to a point on the South Line of said North Half of the North Half (N ½ N ½) of said Section 22;

Thence North 89 Degrees 59'54" West, 4886.15 feet along said South Line to the Southeast Corner (SE Cor) of a parcel of land described in Book 596, Reception No. 1517890, Weld County Records;

Thence along the perimeter of said described parcel by the following Three (3) courses:

North 00 Degrees 03'24" West, 228.00 feet;

North 89 Degrees 59'54" West, 190.00 feet;

South 00 Degrees 03'24" East, 228.00 feet to a point on the South Line of said North Half of the North Half (N ½ N ½); thence North 89 Degrees 59'54" West, 30.00 feet to the Southwest Corner (SW Cor) of said North Half of the North half (N ½ N ½) of Section 22;

Thence North 00 Degrees 03'24" West, 568.20 feet along the West Line of the Northwest (NW ¼) of said Section 22 to the Southwest Corner (SW Cor) of a parcel of land described in Book 757, Page 521, Weld County Records;

Thence along the perimeter of said described parcel by the following Two (2) courses:

South 55 Degrees 50'53" East, 165.66 feet;

North 00 Degrees 03'24" West, 847.00 feet to a point on the North line of said Northwest Quarter (NW ¼);

Thence North 90 Degrees 00'00" East, 633.00 feet along said North Line to the Northwest Corner (NW Cor) of Lot A of said Recorded Exemption No. 1059;

Thence along the perimeter of said Lot A by the following

Three (3) courses:

South 01 Degrees 10'00" West, 865.12 feet;

North 90 Degrees 00'00" East, 365.20 feet;

North 01 Degrees 10'00" East, 865.12 feet to a point on the North Line of said Northwest Quarter (NW ¼);

Thence North 90 Degrees 00'00 East, 1546.53 feet to the North Quarter Corner (N ¼ Cor) of said Section 22;

thence North 89 Degrees 57'45" East, 2055.20 feet to the True Point of Beginning.

EXCEPTING THEREFROM that portion platted as Erie Exchange Filing No. 1, Final Plat of Block 7, 8, 9, recorded September 29, 1994 in Book 1461 at Reception No. 2408795 and November 20, 1995 Book 1519 at Reception No. 2464287,

ALSO EXCEPT that portion platted as Erie Exchange Filing No. 3 recorded September 15, 1997 in Book 1626 at Reception No. 2568889.

ALSO EXCEPTING those parcels awarded to The Department of Transportation, State of Colorado, by Rule and Order recorded October 22, 2003 at Reception No. 3119599.

ALSO EXCEPT a tract of land conveyed to the Town of Erie by deed recorded July 14, 2004 at Reception No. 3198666.

**PARCEL 2:**

Tract B;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, Block 7;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 8;

And

Lots 1, 2, 3, 4, 5, 6, and 7, Block 9,

ERIE EXCHANGE FILING NO. 1, Town of Erie,

County of Weld, State of Colorado.

EXCEPTING THEREFROM those parcels awarded to The Department of Transportation, State of Colorado by Rule and Order recorded October 22, 2003 at Reception No. 3119599.

**PARCEL 3:**

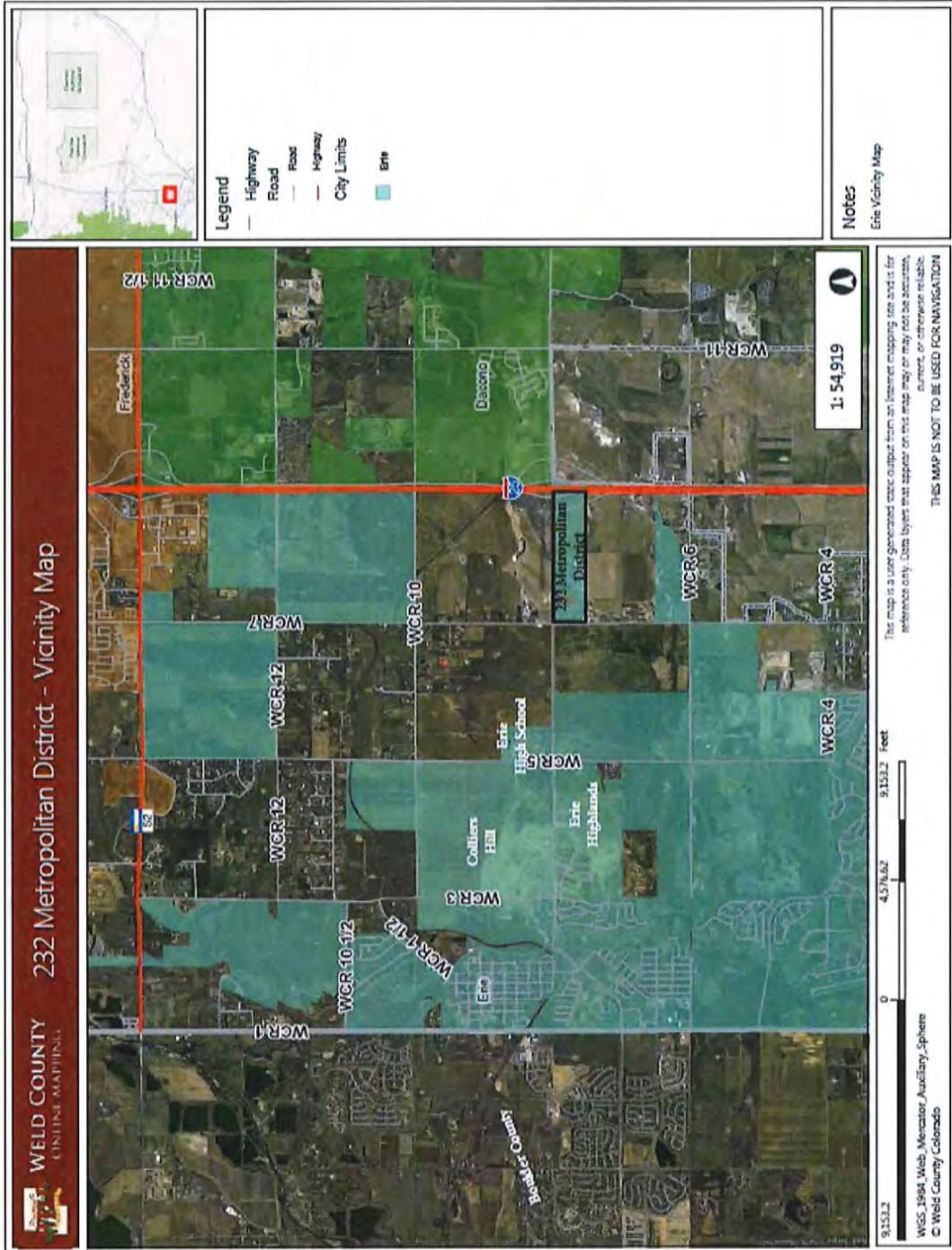
Lots 1, 2, 3 and 4, Block 2;

ERIE EXCHANGE FILING NO. 3,

Town of Erie,

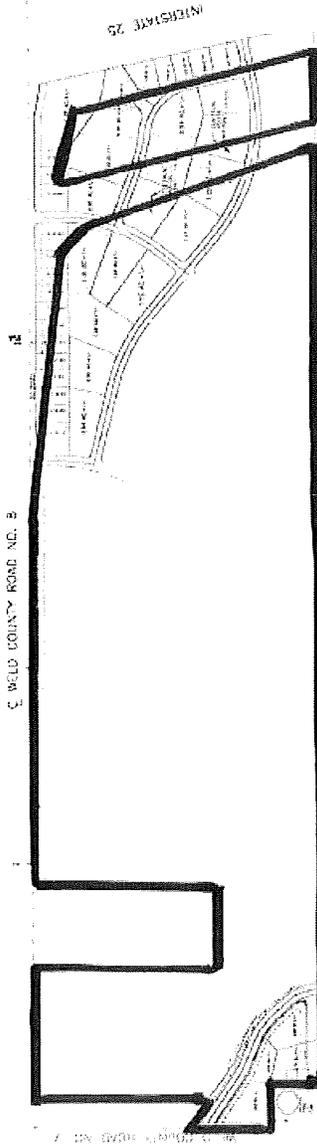
County of Weld, State of Colorado.

## Exhibit B Erie Vicinity Map



# Exhibit C Initial District Boundary Map

**232 METROPOLITAN DISTRICT  
INITIAL DISTRICT BOUNDARY MAP**  
PART OF THE NORTH HALF OF THE NORTH HALF OF SECTION 22, T. 1 N., R. 85 W., 67- ELY  
WELD COUNTY, COLORADO  
8-08-05



00016

**Exhibit D**

**Description of Public Improvement, including the information required by Section 32-1-202(2)(c) and (e)  
232 Metropolitan District**

**Description of Phase I Public Infrastructure and Estimated Costs (1)**

<b>Descriptions</b>	<b>Units and Unit Cost</b>	<b>Total Cost Estimates (2) (3)</b>	<b>Estimated Eligible Costs</b>	<b>Initial Infrastructure</b>
Earthwork (4)	180,000 CY @ \$7	\$ 1,260,000	\$ 378,000	\$ 189,000
Sanitary Sewer	9,825 LF @ \$70	589,500	589,500	
Water	11,500 LF @ \$85	977,500	977,500	
Irrigation Tap Fee (including raw water)	1 1/2 "	85,720	85,720	85,720
Storm Sewer - conveyance pipe	5,750 LF @ \$75	431,250	431,250	
Storm Drainage - detention with outfall	one detention pond @ \$250,000	250,000	250,000	250,000
Roadways - concrete curb & gutter, asphalt, signage & striping				
Collector	1,500 @ \$200	300,000	300,000	
Local	5,500 @ \$170	935,000	935,000	
Erosion Control	estimate	500,000	500,000	
Dry Utilities (5)	9,900 LF @ \$90	891,000	178,200	
Landscape - Entryways	4 entries @ \$200,000	800,000	800,000	200,000
Landscaping - adjoining Erie Parkway & frontage road	72,000 SF @ \$5	360,000	360,000	
Wayfinding Signage	Interstate sign + signage at 4 entries	700,000	700,000	350,000
Off-site Improvements				
Lane on Erie Parkway	4,800 LF @ \$80	384,000	384,000	100,000
Sewer main extension -- shared with others	1/2 of 5,280 LF @ \$70	184,800	184,800	184,800
Water main loop	1/2 of 5,280 LF @ \$85	224,400	224,400	224,400
Project Management @ 5%		403,999	324,259	67,976
Contingency @ 30%		2,783,151	2,280,789	495,569
<b>TOTAL COSTS</b>		<b>\$ 12,060,320</b>	<b>\$ 9,883,418</b>	<b>\$ 2,147,465</b>

**Footnotes:**

(1) This table reflects initial cost estimates only. It is anticipated that additional phases of public infrastructure construction may be required as development proceeds in the future. The financial model presented in Exhibit F to this Service Plan demonstrates the District's capacity to finance such increases in public infrastructure and estimated costs.

(2) Estimates are based on engineer's takeoff estimates updated with current unit costs by Joe Knopinski.

(3) Improvement costs include survey, staking, permits, inspection, bonding, construction management and related costs.

(4) Estimated that 30% of earthwork expenses are related to roadwork and storm drainage including detention ponds.

(5) Only street lights and electric to wayfinding signage are eligible costs which are estimated to be 20% of dry utilities.

Based on 123.2 acres of developable

Property, metro district eligible costs are \$80,200 per acre. With initial infrastructure of \$2,147,465, the remaining costs are \$62,800 per acre.

**Exhibit E**  
**Matrix of Ownership and Maintenance**

<b>Improvement Description</b>	<b>Provider</b>
Water Service	Town of Erie
Sewer Service	Town of Erie
Storm Sewer Service	Town of Erie
Roadways	232 Metro District/Town of Erie*
Roadway Landscaping	232 Metro District
Wayfinding Signage	232 Metro District
Electrical Service	United Power
Gas Service	Source Gas
Cable Service	Town Franchisee (currently Comcast)
Telephone Service	Town Franchisee (currently Century Link)
Police	Town of Erie
Fire Service	Mountain View Fire Protection District
Trash Service	Private

Source: Applicant

\* Subject to roads being built to then-applicable Town standards.

**Exhibit F**  
**Financial Plan**



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

The following is a summary of the primary risks associated with bond financing for the proposed 232 Metropolitan District.

Risks to Tax Payers:

- Development is slower than anticipated
- Biennial inflation on assessed values is less than 2%
- District imposes maximum mill levy of 50 debt service mills

The primary risk to tax payers is that the District issues bonds to finance infrastructure and then the absorption of additional property, or its valuation by the Assessor, lags modeled expectations. If that occurs, then the District may need to levy the maximum debt service mill levy of 50 mills.

Risks to Bondholders:

- Development is slower than anticipated
- Biennial inflation on assessed values is less than 2%
- Assurance of the continuation of development is not assured
- Reliance on Federal Tax Code and State laws governing municipal finance and special districts

The primary risk to Bondholders is the development does not occur as fast as originally projected and that the revenues generated from the Maximum Mill Levy (50 mills) are not sufficient to meet the District's financial obligations. These risks are mitigated by funding a capitalized interest and debt service reserve fund at each closing. In addition, these bonds are anticipated to be marketed only to sophisticated investors who understand the risks involved in the transaction.

**232 METROPOLITAN DISTRICT**  
 Development Projection at 45.000 (target) Mills for Debt Service  
 Ser. 2021, Ser. 2026, Ser. 2031 & Ser. 2036 G.O. Bonds, Non-Rated, 125x, 2061 max. maturity

YEAR	<<<<<< Platted/Developed Lots >>>>		<<<<<< Commercial >>>>>>>>		<<<< Oil & Gas >>>>		Total Collected Assessed Value	Mill Levy [45.00 target] [45.00 cap]	Total Collections @ 98%	S.O. Tax Collections @ 6%	Total Revenue
	Cumulative Market Value	As'd Value @ 29.00%	Total Comm'l Sq. Ft.	Mkt Value Adj. / Biennial Reassess'mt @ 2.0%	Cumulative Market Value	As'd Value @ 29.00%					
2016	650,000	0	0	0	0	0	0	45,000	8,624	\$0	\$0
2017	268,000	6,900,000	6,900,000	0	6,387,500	9,633,600	0	45,000	9,354	529	9,354
2018	690,000	16,812,360	16,812,360	2,001,000	5,684,875	9,633,600	2,078,720	45,000	91,672	5,500	97,172
2019	340,500	20,762,020	20,762,020	2,793,744	5,059,539	9,633,600	8,582,907	45,000	378,506	22,710	401,217
2020	870,000	30,179,180	30,179,180	4,875,584	4,502,989	9,633,600	9,648,595	45,000	438,733	26,324	465,057
2021	388,500	37,690,445	37,690,445	8,751,962	4,007,561	9,633,600	10,700,382	45,000	471,887	28,313	500,200
2022	232,500	51,108,514	51,108,514	10,170,914	3,566,818	9,633,600	12,804,743	45,000	564,689	33,881	598,571
2023	1,102,500	54,535,617	54,535,617	10,930,229	3,174,469	9,633,600	13,745,042	45,000	606,156	36,369	642,526
2024	292,500	67,441,612	67,441,612	15,815,329	2,825,277	9,633,600	14,370,920	45,000	633,758	38,025	671,783
2025	292,500	81,421,976	81,421,976	14,821,469	2,514,496	9,633,600	15,120,966	45,000	658,558	40,225	700,783
2026	682,500	97,349,000	97,349,000	17,145,373	2,237,902	9,633,600	15,815,329	45,000	679,862	41,712	721,574
2027	292,500	112,685,585	112,685,585	19,558,068	1,991,732	9,633,600	16,583,963	45,000	696,156	42,813	738,969
2028	742,500	128,059,488	128,059,488	21,003,921	1,772,642	9,633,600	17,426,766	45,000	709,862	43,571	753,433
2029	352,500	144,486,568	144,486,568	23,624,426	1,581,164	9,633,600	18,333,865	45,000	719,862	44,000	763,862
2030	390,000	162,225,585	162,225,585	26,892,373	1,429,659	9,633,600	19,300,812	45,000	726,862	44,250	771,112
2031	780,000	182,585,585	182,585,585	30,318,011	1,295,954	9,633,600	20,343,210	45,000	731,862	44,375	776,237
2032	750,000	204,585,585	204,585,585	33,423,253	1,199,854	9,633,600	21,453,482	45,000	735,862	44,400	780,262
2033	360,000	228,225,585	228,225,585	36,000,000	1,112,195	9,633,600	22,624,210	45,000	738,862	44,400	783,262
2034	450,000	253,225,585	253,225,585	38,000,000	1,039,854	9,633,600	23,853,312	45,000	741,862	44,400	786,262
2035	750,000	279,225,585	279,225,585	40,000,000	969,854	9,633,600	25,143,426	45,000	744,862	44,400	789,262
2036	360,000	306,225,585	306,225,585	42,000,000	899,854	9,633,600	26,493,658	45,000	747,862	44,400	792,262
2037	360,000	334,225,585	334,225,585	44,000,000	829,854	9,633,600	27,903,950	45,000	750,862	44,400	795,262
2038	750,000	363,225,585	363,225,585	46,000,000	759,854	9,633,600	29,374,312	45,000	753,862	44,400	798,262
2039	600,000	393,225,585	393,225,585	48,000,000	689,854	9,633,600	30,904,744	45,000	756,862	44,400	801,262
2040	1,290,824	424,225,585	424,225,585	50,000,000	619,854	9,633,600	32,494,236	45,000	759,862	44,400	804,262
2041	0	455,225,585	455,225,585	52,000,000	549,854	9,633,600	34,143,880	45,000	762,862	44,400	807,262
2042	0	486,225,585	486,225,585	54,000,000	479,854	9,633,600	35,853,574	45,000	765,862	44,400	810,262
2043	0	517,225,585	517,225,585	56,000,000	409,854	9,633,600	37,623,318	45,000	768,862	44,400	813,262
2044	0	548,225,585	548,225,585	58,000,000	339,854	9,633,600	39,453,112	45,000	771,862	44,400	816,262
2045	0	579,225,585	579,225,585	60,000,000	269,854	9,633,600	41,343,056	45,000	774,862	44,400	819,262
2046	0	610,225,585	610,225,585	62,000,000	199,854	9,633,600	43,293,150	45,000	777,862	44,400	822,262
2047	0	641,225,585	641,225,585	64,000,000	129,854	9,633,600	45,303,294	45,000	780,862	44,400	825,262
2048	0	672,225,585	672,225,585	66,000,000	69,854	9,633,600	47,373,488	45,000	783,862	44,400	828,262
2049	0	703,225,585	703,225,585	68,000,000	9,854	9,633,600	49,503,732	45,000	786,862	44,400	831,262
2050	0	734,225,585	734,225,585	70,000,000	0	9,633,600	51,693,926	45,000	789,862	44,400	834,262
2051	0	765,225,585	765,225,585	72,000,000	0	9,633,600	53,944,170	45,000	792,862	44,400	837,262
2052	0	796,225,585	796,225,585	74,000,000	0	9,633,600	56,254,464	45,000	795,862	44,400	840,262
2053	0	827,225,585	827,225,585	76,000,000	0	9,633,600	58,624,808	45,000	798,862	44,400	843,262
2054	0	858,225,585	858,225,585	78,000,000	0	9,633,600	61,055,202	45,000	801,862	44,400	846,262
2055	0	889,225,585	889,225,585	80,000,000	0	9,633,600	63,545,646	45,000	804,862	44,400	849,262
2056	0	920,225,585	920,225,585	82,000,000	0	9,633,600	66,096,140	45,000	807,862	44,400	852,262
2057	0	951,225,585	951,225,585	84,000,000	0	9,633,600	68,706,684	45,000	810,862	44,400	855,262
2058	0	982,225,585	982,225,585	86,000,000	0	9,633,600	71,377,278	45,000	813,862	44,400	858,262
2059	0	1,013,225,585	1,013,225,585	88,000,000	0	9,633,600	74,107,922	45,000	816,862	44,400	861,262
2060	0	1,044,225,585	1,044,225,585	90,000,000	0	9,633,600	76,898,516	45,000	819,862	44,400	864,262
2061	0	1,075,225,585	1,075,225,585	92,000,000	0	9,633,600	79,749,160	45,000	822,862	44,400	867,262
2062	0	1,106,225,585	1,106,225,585	94,000,000	0	9,633,600	82,659,754	45,000	825,862	44,400	870,262
2063	0	1,137,225,585	1,137,225,585	96,000,000	0	9,633,600	85,629,998	45,000	828,862	44,400	873,262
2064	0	1,168,225,585	1,168,225,585	98,000,000	0	9,633,600	88,659,792	45,000	831,862	44,400	876,262
2065	0	1,200,225,585	1,200,225,585	100,000,000	0	9,633,600	91,749,536	45,000	834,862	44,400	879,262
2066	0	1,232,225,585	1,232,225,585	102,000,000	0	9,633,600	94,899,330	45,000	837,862	44,400	882,262
2067	0	1,264,225,585	1,264,225,585	104,000,000	0	9,633,600	98,109,174	45,000	840,862	44,400	885,262
2068	0	1,296,225,585	1,296,225,585	106,000,000	0	9,633,600	101,379,068	45,000	843,862	44,400	888,262
2069	0	1,328,225,585	1,328,225,585	108,000,000	0	9,633,600	104,708,912	45,000	846,862	44,400	891,262
2070	0	1,360,225,585	1,360,225,585	110,000,000	0	9,633,600	108,098,806	45,000	849,862	44,400	894,262
2071	0	1,392,225,585	1,392,225,585	112,000,000	0	9,633,600	111,548,750	45,000	852,862	44,400	897,262
2072	0	1,424,225,585	1,424,225,585	114,000,000	0	9,633,600	115,058,744	45,000	855,862	44,400	900,262
2073	0	1,456,225,585	1,456,225,585	116,000,000	0	9,633,600	118,628,788	45,000	858,862	44,400	903,262
2074	0	1,488,225,585	1,488,225,585	118,000,000	0	9,633,600	122,258,882	45,000	861,862	44,400	906,262
2075	0	1,520,225,585	1,520,225,585	120,000,000	0	9,633,600	125,948,926	45,000	864,862	44,400	909,262
2076	0	1,552,225,585	1,552,225,585	122,000,000	0	9,633,600	129,699,020	45,000	867,862	44,400	912,262
2077	0	1,584,225,585	1,584,225,585	124,000,000	0	9,633,600	133,509,164	45,000	870,862	44,400	915,262
2078	0	1,616,225,585	1,616,225,585	126,000,000	0	9,633,600	137,379,358	45,000	873,862	44,400	918,262
2079	0	1,648,225,585	1,648,225,585	128,000,000	0	9,633,600	141,309,602	45,000	876,862	44,400	921,262
2080	0	1,680,225,585	1,680,225,585	130,000,000	0	9,633,600	145,299,796	45,000	879,862	44,400	924,262
2081	0	1,712,225,585	1,712,225,585	132,000,000	0	9,633,600	149,349,940	45,000	882,862	44,400	927,262
2082	0	1,744,225,585	1,744,225,585	134,000,000	0	9,633,600	153,459,934	45,000	885,862	44,400	930,262
2083	0	1,776,225,585	1,776,225,585	136,000,000	0	9,633,600	157,629,878	45,000	888,862	44,400	933,262
2084	0	1,808,225,585	1,808,225,585	138,000,000	0	9,633,600	161,859,772	45,000	891,862	44,400	936,262
2085	0	1,840,225,585	1,840,225,585	140,000,000	0	9,633,600	166,149,616	45,000	894,862	44,400	939,262
2086	0	1,872,225,585	1,872,225,585	142,000,000	0	9,633,600	170,499,410	45,000	897,862	44,400	942,262
2087	0	1,904,225,585	1,904,225,585	144,000,000	0	9,633,600	174,909,254	45,000	900,862	44,400	945,262
2088	0	1,936,225,585	1,936,225,585	146,000,000	0	9,633,600	179,379,148	45,000	903,862	44,400	948,262
2089	0	1,968,225,585	1,968,225,585	148,000,000	0	9,633,600	183,909,092	45,000	906,862	44,400	951,262
2090	0	1,999,225,585	1,999,225,585	150,000,000	0	9,633,600	188,499,086	45,000	909,862	44,400	954,262
2091	0	2,031,225,585	2,031,225,585	152,000,000	0	9,633,600	193,149,030	45,000	912,862	44,400	957,262
2092	0	2,063,225,585	2,063,225,585	154,000,000	0	9,633,					

**232 METROPOLITAN DISTRICT**

Development Projection at 45.000 (target) Mills for Debt Service

Ser. 2021, Ser. 2026, Ser. 2031 & Ser. 2036 G.O. Bonds, Non-Rated, 125x, 2051 max. maturity

YEAR	Net Available for Debt Svc	Series 2021		Series 2026		Series 2031		Series 2036		Total Net Debt Service	Annual Surplus	Surplus Releases @ 50% Total DIA to \$2,732,000	Cumulative Surplus	Senior Debt/Assessed Ratio	Senior Debt/Act'l Value Ratio	Net DIS Coverage @ Mill Levy Cap
		Net Debt	Service	Net Debt	Service	Net Debt	Service	Net Debt	Service							
2016														n/a	n/a	n/a
2017	\$0	\$6,140,000 Par		\$5,300,000 Par		\$7,460,000 Par		\$8,420,000 Par		0	0	0	0	n/a	n/a	n/a
2018	9,354	[Net \$5,321 MM]		[Net \$4,526 MM]		[Net \$6,463 MM]		[Net \$7,723 MM]		9,354	9,354	9,354	9,354	0%	0%	n/a
2019	97,172									97,172	97,172	106,526	106,526	0%	0%	n/a
2020	401,217									401,217	401,217	507,742	507,742	0%	0%	n/a
2021	465,057	\$0								465,057	465,057	972,799	972,799	0%	0%	n/a
2022	500,200	0								500,200	500,200	1,472,999	1,472,999	57%	17%	n/a
2023	598,571	472,227								126,343	126,343	1,599,343	1,599,343	48%	16%	127%
2024	642,526	459,802								182,723	0	1,782,066	1,782,066	44%	12%	140%
2025	671,783	447,652								224,131	0	2,006,197	2,006,197	41%	11%	150%
2026	826,654	440,777		\$0						365,877	0	2,392,074	2,392,074	33%	10%	188%
2027	858,830	428,902	145,333							284,595	0	2,676,668	2,676,668	59%	16%	150%
2028	913,580	427,302	295,666							190,611	0	2,867,279	2,867,279	55%	15%	126%
2029	1,009,763	415,427	295,391							298,945	434,224	2,732,000	2,732,000	49%	13%	142%
2030	1,072,976	418,827	300,116							354,032	354,032	2,732,000	2,732,000	46%	11%	149%
2031	1,186,919	411,677	299,566			\$0				475,675	475,675	2,732,000	2,732,000	41%	11%	167%
2032	1,325,952	409,527	309,016	408,904		408,904				198,505	198,505	2,732,000	2,732,000	63%	17%	118%
2033	1,382,415	402,102	307,816	408,904		408,904				263,493	263,493	2,732,000	2,732,000	59%	15%	124%
2034	1,478,934	404,677	311,816	408,904		408,904				353,537	353,537	2,732,000	2,732,000	55%	14%	131%
2035	1,616,062	401,702	310,441	408,904		408,904				467,015	467,015	2,732,000	2,732,000	50%	13%	144%
2036	1,782,606	403,452	319,066	408,904		408,904				651,183	651,183	2,732,000	2,732,000	45%	11%	158%
2037	1,877,366	404,652	317,141	408,904		408,904				284,290	284,290	2,732,000	2,732,000	63%	15%	118%
2038	2,166,787	405,302	325,216	413,904		413,904				413,904	413,904	2,732,000	2,732,000	54%	14%	126%
2039	2,309,053	405,402	322,741	413,629		413,629				591,226	591,226	2,732,000	2,732,000	50%	13%	134%
2040	2,430,681	408,952	330,266	418,354		418,354				677,655	677,655	2,732,000	2,732,000	47%	12%	139%
2041	2,895,037	408,677	327,241	422,804		422,804				832,836	832,836	2,732,000	2,732,000	43%	11%	148%
2042	2,769,223	389,216	339,216	426,979		426,979				987,947	987,947	2,732,000	2,732,000	40%	10%	155%
2043	3,030,969	403,202	340,366	425,879		425,879				1,251,643	1,251,643	2,732,000	2,732,000	36%	10%	170%
2044	3,089,438	416,002	346,241	434,779		434,779				1,273,438	1,273,438	2,732,000	2,732,000	34%	10%	170%
2045	3,087,827	416,702	341,566	438,129		438,129				1,273,726	1,273,726	2,732,000	2,732,000	33%	9%	170%
2046	3,147,843	421,577	351,891	446,204		446,204				1,302,292	1,302,292	2,732,000	2,732,000	32%	9%	171%
2047	3,146,538	420,352	351,391	448,729		448,729				1,298,112	1,298,112	2,732,000	2,732,000	31%	9%	170%
2048	3,208,059	428,302	360,616	455,979		455,979				1,323,957	1,323,957	2,732,000	2,732,000	29%	8%	170%
2049	3,207,001	429,877	359,016	452,679		452,679				1,326,350	1,326,350	2,732,000	2,732,000	28%	8%	171%
2050	3,269,999	435,352	367,141	464,379		464,379				1,349,998	1,349,998	2,732,000	2,732,000	26%	7%	170%
2051	3,269,143	433,102	369,441	460,284		460,284				1,350,816	1,350,816	2,732,000	2,732,000	25%	7%	170%
2052	3,333,600	0	0	476,129		476,129				1,379,451	1,379,451	2,732,000	2,732,000	23%	6%	171%
2053	3,332,907	0	0	475,904		475,904				1,377,333	1,377,333	2,732,000	2,732,000	21%	6%	170%
2054	3,396,615	0	0	480,404		480,404				1,405,117	1,405,117	2,732,000	2,732,000	19%	5%	170%
2055	3,396,253	0	0	484,354		484,354				1,406,930	1,406,930	2,732,000	2,732,000	18%	5%	171%
2056	3,465,612	0	0	492,754		492,754				1,432,150	1,432,150	2,732,000	2,732,000	16%	4%	170%
2057	3,465,156	0	0	1,340,329		1,340,329				1,434,049	1,434,049	2,732,000	2,732,000	13%	4%	171%
2058	3,533,968	0	0	1,365,879		1,365,879				1,460,360	1,460,360	2,732,000	2,732,000	11%	3%	170%
2059	3,533,599	0	0	1,367,029		1,367,029				1,464,366	1,464,366	2,732,000	2,732,000	9%	2%	171%
2060	3,603,873	0	0	1,394,879		1,394,879				1,488,690	1,488,690	2,732,000	2,732,000	6%	2%	170%
2061	3,603,574	0	0	1,394,641		1,394,641				1,488,792	1,488,792	4,220,792	4,220,792	4%	1%	170%
	94,104,893	12,200,367	12,184,215	17,848,399		17,848,399				35,866,175	35,866,175	35,866,175	35,866,175			
		[A:Aug17:15 2:nrbA]	[A:Aug17:15 2:nrbA]	[A:Aug17:15 3:nrbA]		[A:Aug17:15 3:nrbA]				58,238,718	58,238,718					

**232 METROPOLITAN DISTRICT**  
Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 98%	S.O. Tax Collections @ 6%	Total Available For O&M	Total Mills
2016	0					
2017	0					
2018	200,100	5.000	980	59	1,039	50.000
2019	2,078,720	5.000	10,186	611	10,797	50.000
2020	8,582,907	5.000	42,056	2,523	44,580	50.000
2021	9,948,595	5.000	48,748	2,825	51,673	50.000
2022	10,700,382	5.000	52,432	3,146	55,578	50.000
2023	12,804,743	5.000	62,743	3,765	66,508	50.000
2024	13,745,042	5.000	67,351	4,041	71,392	50.000
2025	14,370,920	5.000	70,418	4,225	74,643	50.000
2026	17,683,953	5.000	86,651	5,199	91,850	50.000
2027	18,372,271	5.000	90,024	5,401	95,426	50.000
2028	19,543,482	5.000	95,763	5,746	101,509	50.000
2029	21,601,056	5.000	105,845	6,351	112,196	50.000
2030	22,953,312	5.000	112,471	6,748	119,220	50.000
2031	25,390,812	5.000	124,415	7,465	131,880	50.000
2032	28,365,043	5.000	138,989	8,339	147,328	50.000
2033	29,572,906	5.000	144,907	8,694	153,602	50.000
2034	31,637,662	5.000	155,025	9,301	164,326	50.000
2035	34,613,923	5.000	169,608	10,176	179,785	50.000
2036	38,133,865	5.000	186,856	11,211	198,067	50.000
2037	40,160,989	5.000	196,789	11,807	208,596	50.000
2038	46,352,356	5.000	227,127	13,628	240,754	50.000
2039	48,395,725	5.000	242,039	14,522	256,561	50.000
2040	51,997,651	5.000	254,788	15,287	270,076	50.000
2041	55,256,860	5.000	270,759	16,246	287,004	50.000
2042	59,239,787	5.000	290,275	17,416	307,691	50.000
2043	64,839,106	5.000	317,712	19,063	336,774	50.000
2044	66,089,916	5.000	323,841	19,430	343,271	50.000
2045	66,055,437	5.000	323,672	19,420	343,092	50.000
2046	67,339,309	5.000	329,963	19,798	349,760	50.000
2047	67,311,381	5.000	329,826	19,790	349,615	50.000
2048	68,627,447	5.000	336,274	20,176	356,451	50.000
2049	68,604,825	5.000	336,164	20,170	356,333	50.000
2050	69,952,491	5.000	342,767	20,566	363,333	50.000
2051	69,934,167	5.000	342,677	20,561	363,238	50.000
2052	71,313,061	5.000	349,434	20,966	370,400	50.000
2053	71,288,219	5.000	348,361	20,962	370,323	50.000
2054	72,708,154	5.000	356,270	21,376	377,646	50.000
2055	72,696,132	5.000	356,211	21,373	377,584	50.000
2056	74,137,071	5.000	363,272	21,796	385,068	50.000
2057	74,127,333	5.000	363,224	21,793	385,017	50.000
2058	75,599,363	5.000	370,437	22,226	392,663	50.000
2059	75,591,476	5.000	370,398	22,224	392,622	50.000
2060	77,094,767	5.000	377,764	22,666	400,430	50.000
2061	77,088,398	5.000	377,733	22,664	400,397	50.000
			9,864,245	591,855	10,456,099	

**232 METROPOLITAN DISTRICT**

Development Projection -- Buildout Plan (updated 8/14/15)

YEAR	Commercial Development						Retail / Hotel						Flex / Industrial								
	Office		Retail / Hotel		Flex / Industrial		Office		Retail / Hotel		Flex / Industrial		Retail / Hotel		Flex / Industrial		Flex / Industrial				
	Incr/(Decr) in Finished Lot Value @ 10%	Square Ft Completed	per Sq Ft, Inflated @ 2%	Market Value	Incr/(Decr) in Finished Lot Value @ 10%	Square Ft Completed	per Sq Ft, Inflated @ 2%	Market Value	Incr/(Decr) in Finished Lot Value @ 10%	Square Ft Completed	per Sq Ft, Inflated @ 2%	Market Value	Incr/(Decr) in Finished Lot Value @ 10%	Square Ft Completed	per Sq Ft, Inflated @ 2%	Market Value	Incr/(Decr) in Finished Lot Value @ 10%	Square Ft Completed	per Sq Ft, Inflated @ 2%	Market Value	
2016	0	0		\$0	50,000	600,000		\$0	50,000	600,000		\$0	12,000	90,000		\$0	12,000	90,000		\$0	
2017	10,000	130,000	\$130.00	0	4,000	(552,000)	0	0	4,000	(552,000)	0	0	12,000	0	12,000	\$75.00	12,000	0	12,000	\$75.00	900,000
2018	0	(130,000)	132.60	1,326,000	50,000	552,000	4,000	489,600	50,000	552,000	122,40	489,600	12,000	0	12,000	76.50	12,000	0	12,000	76.50	918,000
2019	12,000	156,000	135.25	0	6,000	(528,000)	50,000	6,242,400	50,000	(528,000)	124,85	6,242,400	15,000	22,500	12,000	78.03	15,000	22,500	12,000	78.03	936,360
2020	0	(156,000)	137.96	1,655,484	10,000	48,000	6,000	764,070	10,000	48,000	127.34	764,070	100,000	637,500	15,000	79.59	100,000	637,500	15,000	79.59	1,193,859
2021	12,000	156,000	140.72	0	10,000	0	10,000	1,298,919	10,000	0	129.89	1,298,919	15,000	(637,500)	100,000	81.18	100,000	(637,500)	100,000	81.18	8,118,241
2022	0	(156,000)	143.53	1,722,366	10,000	0	10,000	1,324,897	10,000	0	132.49	1,324,897	15,000	0	15,000	82.81	15,000	0	15,000	82.81	1,242,091
2023	30,000	390,000	146.40	0	50,000	480,000	10,000	1,351,395	50,000	480,000	135.14	1,351,395	15,000	0	15,000	84.46	15,000	0	15,000	84.46	1,266,933
2024	0	(390,000)	149.33	4,479,874	15,000	(420,000)	50,000	6,892,114	15,000	(420,000)	137.84	6,892,114	15,000	0	15,000	86.15	15,000	0	15,000	86.15	1,292,271
2025	0	0	152.32	0	15,000	0	15,000	2,108,987	15,000	0	140.60	2,108,987	15,000	0	15,000	87.87	15,000	0	15,000	87.87	1,318,117
2026	30,000	390,000	155.36	0	15,000	0	15,000	2,151,167	15,000	0	143.41	2,151,167	15,000	0	15,000	89.63	15,000	0	15,000	89.63	1,344,479
2027	0	(390,000)	158.47	4,754,078	15,000	0	15,000	2,194,190	15,000	0	146.28	2,194,190	15,000	0	15,000	91.42	15,000	0	15,000	91.42	1,371,369
2028	0	0	161.64	0	50,000	420,000	15,000	2,238,074	50,000	420,000	149.20	2,238,074	15,000	0	15,000	93.25	15,000	0	15,000	93.25	1,398,796
2029	30,000	390,000	164.87	0	20,000	(360,000)	50,000	7,609,451	20,000	(360,000)	152.19	7,609,451	15,000	0	15,000	95.12	15,000	0	15,000	95.12	1,426,772
2030	0	(390,000)	168.17	5,045,066	20,000	0	20,000	3,104,656	20,000	0	155.23	3,104,656	15,000	0	15,000	97.02	15,000	0	15,000	97.02	1,455,307
2031	0	0	171.53	0	20,000	0	20,000	3,166,749	20,000	0	158.34	3,166,749	20,000	37,500	15,000	98.96	20,000	37,500	15,000	98.96	1,484,414
2032	30,000	390,000	174.96	0	20,000	0	20,000	3,230,084	20,000	0	161.50	3,230,084	20,000	0	20,000	100.94	20,000	0	20,000	100.94	2,018,803
2033	0	(390,000)	178.46	5,353,864	50,000	360,000	20,000	3,294,686	50,000	360,000	164.73	3,294,686	20,000	0	20,000	102.96	20,000	0	20,000	102.96	2,059,179
2034	0	0	182.03	0	25,000	(300,000)	50,000	8,401,449	25,000	(300,000)	168.03	8,401,449	20,000	0	20,000	105.02	20,000	0	20,000	105.02	2,100,362
2035	30,000	390,000	185.67	0	25,000	0	25,000	4,284,739	25,000	0	171.39	4,284,739	86,872	501,540	20,000	107.12	20,000	501,540	20,000	107.12	2,142,369
2036	0	(390,000)	189.39	5,681,564	50,000	300,000	25,000	4,370,434	50,000	300,000	174.82	4,370,434	20,000	(501,540)	86,872	109.26	86,872	(501,540)	86,872	109.26	9,491,708
2037	0	0	193.17	0	30,000	(240,000)	50,000	8,915,684	30,000	(240,000)	178.91	8,915,684	0	(150,000)	20,000	111.45	20,000	(150,000)	20,000	111.45	2,228,921
2038	30,000	390,000	197.04	0	30,000	0	30,000	5,456,399	30,000	0	181.88	5,456,399	0	0	0	113.67	0	0	0	113.67	0
2039	0	(390,000)	200.98	6,029,321	50,000	240,000	30,000	5,565,527	50,000	240,000	185.52	5,565,527	0	0	0	115.95	0	0	0	115.95	0
2040	38,996	506,948	205.00	0	65,323	183,876	50,000	9,461,396	65,323	183,876	189.23	9,461,396	0	0	0	118.27	0	0	0	118.27	0
2041		(506,948)	209.10	8,153,940	38,996	(783,876)	65,323	12,608,154	38,996	(783,876)	193.01	12,608,154	0	0	0	120.63	0	0	0	120.63	0
	252,996	0	4,164	44,201,558	705,323	0	705,323	112,525,217	705,323	0	3,844	112,525,217	487,672	(0)	487,672	2,402	487,672	(0)	487,672	2,402	45,708,350

**232 METROPOLITAN DISTRICT**

Development Projection -- Buildout Plan (updated 8/14/15)

**Commercial Summary**

YEAR	TOTAL Commercial		Total Commercial		Value of Platted & Developed Lots	
	Market Value	Sq Ft	Commercial Sq Ft	Total Commercial Facility Fees	Adjustment <sup>1</sup>	Adjusted Value
2016	0	0	0	0	0	690,000
2017	6,900,000	62,000	62,000	0	0	(422,000)
2018	2,733,600	26,000	26,000	0	0	422,000
2019	7,178,760	62,000	62,000	0	0	(349,500)
2020	3,613,413	33,000	33,000	0	0	528,500
2021	9,417,160	110,000	110,000	0	0	(481,500)
2022	4,289,354	37,000	37,000	0	0	(156,000)
2023	2,618,328	25,000	25,000	0	0	870,000
2024	12,664,259	95,000	95,000	0	0	(810,000)
2025	3,427,104	30,000	30,000	0	0	0
2026	3,495,646	30,000	30,000	0	0	390,000
2027	8,319,637	60,000	60,000	0	0	(390,000)
2028	3,636,870	30,000	30,000	0	0	420,000
2029	9,036,223	65,000	65,000	0	0	30,000
2030	9,605,029	65,000	65,000	0	0	(390,000)
2031	4,651,163	35,000	35,000	0	0	37,500
2032	5,248,887	40,000	40,000	0	0	390,000
2033	10,707,728	70,000	70,000	0	0	(30,000)
2034	10,501,811	70,000	70,000	0	0	(300,000)
2035	6,427,108	45,000	45,000	0	0	891,540
2036	19,543,705	141,872	141,872	0	0	(591,540)
2037	11,144,605	70,000	70,000	0	0	(390,000)
2038	5,456,399	30,000	30,000	0	0	390,000
2039	11,594,848	60,000	60,000	0	0	(150,000)
2040	9,461,396	50,000	50,000	0	0	690,824
2041	20,762,094	104,319	104,319	0	0	(1,290,824)
	<u>202,435,125</u>	<u>1,446,191</u>	<u>1,446,191</u>	<u>0</u>	<u>0</u>	<u>0</u>

[1] Adj. to actual/prelim AV

**SOURCES AND USES OF FUNDS**

**232 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021  
Non-Rated, 125x, 30-yr. Maturity  
(Sized on Growth thru. 2021)  
[ Preliminary -- for discussion only ]**

Dated Date                    12/01/2021  
Delivery Date                12/01/2021

**Sources:**

Bond Proceeds:	
Par Amount	6,140,000.00
	6,140,000.00

**Uses:**

Project Fund Deposits:	
Project Fund #1	5,321,075.45
Other Fund Deposits:	
Capitalized Interest	336,974.55
Debt Service Reserve Fund	236,350.00
	573,324.55
Delivery Date Expenses:	
Cost of Issuance	245,600.00
	6,140,000.00

**BOND SUMMARY STATISTICS**  
**232 METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2021**  
**Non-Rated, 125x, 30-yr. Maturity**  
**(Sized on Growth thru. 2021)**  
**[ Preliminary -- for discussion only ]**

Dated Date	12/01/2021
Delivery Date	12/01/2021
First Coupon	06/01/2022
Last Maturity	12/01/2051
Arbitrage Yield	5.500000%
True Interest Cost (TIC)	5.500000%
Net Interest Cost (NIC)	5.500000%
All-In TIC	5.868617%
Average Coupon	5.500000%
Average Life (years)	19.686
Weighted Average Maturity (years)	19.686
Duration of Issue (years)	11.512
Par Amount	6,140,000.00
Bond Proceeds	6,140,000.00
Total Interest	6,648,125.00
Net Interest	6,648,125.00
Bond Years from Dated Date	120,875,000.00
Bond Years from Delivery Date	120,875,000.00
Total Debt Service	12,788,125.00
Maximum Annual Debt Service	669,925.00
Average Annual Debt Service	426,270.83
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2051	6,140,000.00	100.000	5.500%	19.686	8,964.40
	6,140,000.00			19.686	8,964.40

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,140,000.00	6,140,000.00	6,140,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-245,600.00	
- Other Amounts			
Target Value	6,140,000.00	5,894,400.00	6,140,000.00
Target Date	12/01/2021	12/01/2021	12/01/2021
Yield	5.500000%	5.868617%	5.500000%

**BOND DEBT SERVICE**

**232 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021**

**Non-Rated, 125x, 30-yr. Maturity  
(Sized on Growth thru. 2021)**

**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2022			168,850.00	168,850.00	
12/01/2022			168,850.00	168,850.00	337,700
06/01/2023			168,850.00	168,850.00	
12/01/2023	135,000	5.500%	168,850.00	303,850.00	472,700
06/01/2024			165,137.50	165,137.50	
12/01/2024	130,000	5.500%	165,137.50	295,137.50	460,275
06/01/2025			161,562.50	161,562.50	
12/01/2025	125,000	5.500%	161,562.50	286,562.50	448,125
06/01/2026			158,125.00	158,125.00	
12/01/2026	125,000	5.500%	158,125.00	283,125.00	441,250
06/01/2027			154,687.50	154,687.50	
12/01/2027	120,000	5.500%	154,687.50	274,687.50	429,375
06/01/2028			151,387.50	151,387.50	
12/01/2028	125,000	5.500%	151,387.50	276,387.50	427,775
06/01/2029			147,950.00	147,950.00	
12/01/2029	120,000	5.500%	147,950.00	267,950.00	415,900
06/01/2030			144,650.00	144,650.00	
12/01/2030	130,000	5.500%	144,650.00	274,650.00	419,300
06/01/2031			141,075.00	141,075.00	
12/01/2031	130,000	5.500%	141,075.00	271,075.00	412,150
06/01/2032			137,500.00	137,500.00	
12/01/2032	135,000	5.500%	137,500.00	272,500.00	410,000
06/01/2033			133,787.50	133,787.50	
12/01/2033	135,000	5.500%	133,787.50	268,787.50	402,575
06/01/2034			130,075.00	130,075.00	
12/01/2034	145,000	5.500%	130,075.00	275,075.00	405,150
06/01/2035			126,087.50	126,087.50	
12/01/2035	150,000	5.500%	126,087.50	276,087.50	402,175
06/01/2036			121,962.50	121,962.50	
12/01/2036	160,000	5.500%	121,962.50	281,962.50	403,925
06/01/2037			117,562.50	117,562.50	
12/01/2037	170,000	5.500%	117,562.50	287,562.50	405,125
06/01/2038			112,887.50	112,887.50	
12/01/2038	180,000	5.500%	112,887.50	292,887.50	405,775
06/01/2039			107,937.50	107,937.50	
12/01/2039	190,000	5.500%	107,937.50	297,937.50	405,875
06/01/2040			102,712.50	102,712.50	
12/01/2040	205,000	5.500%	102,712.50	307,712.50	410,425
06/01/2041			97,075.00	97,075.00	
12/01/2041	215,000	5.500%	97,075.00	312,075.00	409,150
06/01/2042			91,162.50	91,162.50	
12/01/2042	230,000	5.500%	91,162.50	321,162.50	412,325
06/01/2043			84,837.50	84,837.50	
12/01/2043	240,000	5.500%	84,837.50	324,837.50	409,675
06/01/2044			78,237.50	78,237.50	
12/01/2044	260,000	5.500%	78,237.50	338,237.50	416,475
06/01/2045			71,087.50	71,087.50	
12/01/2045	275,000	5.500%	71,087.50	346,087.50	417,175
06/01/2046			63,525.00	63,525.00	
12/01/2046	295,000	5.500%	63,525.00	358,525.00	422,050
06/01/2047			55,412.50	55,412.50	
12/01/2047	310,000	5.500%	55,412.50	365,412.50	420,825
06/01/2048			46,887.50	46,887.50	
12/01/2048	335,000	5.500%	46,887.50	381,887.50	428,775
06/01/2049			37,675.00	37,675.00	
12/01/2049	355,000	5.500%	37,675.00	392,675.00	430,350
06/01/2050			27,912.50	27,912.50	
12/01/2050	380,000	5.500%	27,912.50	407,912.50	435,825
06/01/2051			17,462.50	17,462.50	
12/01/2051	635,000	5.500%	17,462.50	652,462.50	669,925
	6,140,000		6,648,125.00	12,788,125.00	12,788,125

**NET DEBT SERVICE**

**232 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021  
Non-Rated, 125x, 30-yr. Maturity  
(Sized on Growth thru. 2021)  
[ Preliminary -- for discussion only ]**

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest	Net Debt Service
12/01/2022		337,700	337,700		-337,700	
12/01/2023	135,000	337,700	472,700	-472.70		472,227.30
12/01/2024	130,000	330,275	460,275	-472.70		459,802.30
12/01/2025	125,000	323,125	448,125	-472.70		447,652.30
12/01/2026	125,000	316,250	441,250	-472.70		440,777.30
12/01/2027	120,000	309,375	429,375	-472.70		428,902.30
12/01/2028	125,000	302,775	427,775	-472.70		427,302.30
12/01/2029	120,000	295,900	415,900	-472.70		415,427.30
12/01/2030	130,000	289,300	419,300	-472.70		418,827.30
12/01/2031	130,000	282,150	412,150	-472.70		411,677.30
12/01/2032	135,000	275,000	410,000	-472.70		409,527.30
12/01/2033	135,000	267,575	402,575	-472.70		402,102.30
12/01/2034	145,000	260,150	405,150	-472.70		404,677.30
12/01/2035	150,000	252,175	402,175	-472.70		401,702.30
12/01/2036	160,000	243,925	403,925	-472.70		403,452.30
12/01/2037	170,000	235,125	405,125	-472.70		404,652.30
12/01/2038	180,000	225,775	405,775	-472.70		405,302.30
12/01/2039	190,000	215,875	405,875	-472.70		405,402.30
12/01/2040	205,000	205,425	410,425	-472.70		409,952.30
12/01/2041	215,000	194,150	409,150	-472.70		408,677.30
12/01/2042	230,000	182,325	412,325	-472.70		411,852.30
12/01/2043	240,000	169,675	409,675	-472.70		409,202.30
12/01/2044	260,000	156,475	416,475	-472.70		416,002.30
12/01/2045	275,000	142,175	417,175	-472.70		416,702.30
12/01/2046	295,000	127,050	422,050	-472.70		421,577.30
12/01/2047	310,000	110,825	420,825	-472.70		420,352.30
12/01/2048	335,000	93,775	428,775	-472.70		428,302.30
12/01/2049	355,000	75,350	430,350	-472.70		429,877.30
12/01/2050	380,000	55,825	435,825	-472.70		435,352.30
12/01/2051	635,000	34,925	669,925	-236,822.70		433,102.30
	6,140,000	6,648,125	12,788,125	-250,058.30	-337,700	12,200,366.70

**BOND SOLUTION**  
**232 METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2021**  
**Non-Rated, 125x, 30-yr. Maturity**  
**(Sized on Growth thru. 2021)**  
**[ Preliminary -- for discussion only ]**

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2022		337,700	-337,700		500,200	500,200	
12/01/2023	135,000	472,700	-473	472,227	593,304	121,077	125.63950%
12/01/2024	130,000	460,275	-473	459,802	581,226	121,424	126.40781%
12/01/2025	125,000	448,125	-473	447,652	563,194	115,542	125.81059%
12/01/2026	125,000	441,250	-473	440,777	555,492	114,715	126.02555%
12/01/2027	120,000	429,375	-473	428,902	541,209	112,307	126.18468%
12/01/2028	125,000	427,775	-473	427,302	537,010	109,708	125.67449%
12/01/2029	120,000	415,900	-473	415,427	525,697	110,270	126.54368%
12/01/2030	130,000	419,300	-473	418,827	524,311	105,484	125.18549%
12/01/2031	130,000	412,150	-473	411,677	515,350	103,673	125.18300%
12/01/2032	135,000	410,000	-473	409,527	516,231	106,704	126.05533%
12/01/2033	135,000	402,575	-473	402,102	509,133	107,031	126.61778%
12/01/2034	145,000	405,150	-473	404,677	511,849	107,172	126.48325%
12/01/2035	150,000	402,175	-473	401,702	506,227	104,525	126.02044%
12/01/2036	160,000	403,925	-473	403,452	510,437	106,985	126.51731%
12/01/2037	170,000	405,125	-473	404,652	505,983	101,331	125.04142%
12/01/2038	180,000	405,775	-473	405,302	511,419	106,117	126.18211%
12/01/2039	190,000	405,875	-473	405,402	507,891	102,489	125.28074%
12/01/2040	205,000	410,425	-473	409,952	514,338	104,386	125.46289%
12/01/2041	215,000	409,150	-473	408,677	511,544	102,867	125.17064%
12/01/2042	230,000	412,325	-473	411,852	518,836	106,984	125.97623%
12/01/2043	240,000	409,675	-473	409,202	516,622	107,420	126.25100%
12/01/2044	260,000	416,475	-473	416,002	524,806	108,804	126.15459%
12/01/2045	275,000	417,175	-473	416,702	523,194	106,492	125.55582%
12/01/2046	295,000	422,050	-473	421,577	531,917	110,340	126.17306%
12/01/2047	310,000	420,825	-473	420,352	530,612	110,260	126.23031%
12/01/2048	335,000	428,775	-473	428,302	539,814	111,512	126.03575%
12/01/2049	355,000	430,350	-473	429,877	538,757	108,880	125.32809%
12/01/2050	380,000	435,825	-473	435,352	548,390	113,038	125.96465%
12/01/2051	635,000	669,925	-236,823	433,102	547,533	114,431	126.42117%
	6,140,000	12,788,125	-587,758	12,200,367	15,862,526	3,662,159	

**SOURCES AND USES OF FUNDS**

**232 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2026  
Non-Rated, 125x, 30-yr. Maturity  
(Sized on Growth thru. 2026)  
[ Preliminary -- for discussion only ]**

Dated Date                   12/01/2026  
Delivery Date               12/01/2026

**Sources:**

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Bond Proceeds:	
Par Amount	5,300,000.00
	<hr/> 5,300,000.00 <hr/>

**Uses:**

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Project Fund Deposits:	
Project Fund #1	4,525,827.04
Other Fund Deposits:	
Capitalized Interest	145,260.46
Debt Service Reserve Fund	<hr/> 416,912.50
	562,172.96
Delivery Date Expenses:	
Cost of Issuance	212,000.00
	<hr/> 5,300,000.00 <hr/>

**BOND SUMMARY STATISTICS**  
**232 METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2026**  
**Non-Rated, 125x, 30-yr. Maturity**  
**(Sized on Growth thru. 2026)**  
**[ Preliminary -- for discussion only ]**

Dated Date	12/01/2026
Delivery Date	12/01/2026
First Coupon	06/01/2027
Last Maturity	12/01/2056
Arbitrage Yield	5.500000%
True Interest Cost (TIC)	5.500000%
Net Interest Cost (NIC)	5.500000%
All-In TIC	5.807370%
Average Coupon	5.500000%
Average Life (years)	25.631
Weighted Average Maturity (years)	25.631
Duration of Issue (years)	13.787
Par Amount	5,300,000.00
Bond Proceeds	5,300,000.00
Total Interest	7,471,475.00
Net Interest	7,471,475.00
Bond Years from Dated Date	135,845,000.00
Bond Years from Delivery Date	135,845,000.00
Total Debt Service	12,771,475.00
Maximum Annual Debt Service	1,266,000.00
Average Annual Debt Service	425,715.83
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2056	5,300,000.00	100.000	5.500%	25.631	7,738.00
	5,300,000.00			25.631	7,738.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,300,000.00	5,300,000.00	5,300,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-212,000.00	
- Other Amounts			
Target Value	5,300,000.00	5,088,000.00	5,300,000.00
Target Date	12/01/2026	12/01/2026	12/01/2026
Yield	5.500000%	5.807370%	5.500000%

**BOND DEBT SERVICE**  
**232 METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2026**  
**Non-Rated, 125x, 30-yr. Maturity**  
**(Sized on Growth thru. 2026)**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2027			145,750.00	145,750.00	
12/01/2027			145,750.00	145,750.00	291,500
06/01/2028			145,750.00	145,750.00	
12/01/2028	5,000	5.500%	145,750.00	150,750.00	296,500
06/01/2029			145,612.50	145,612.50	
12/01/2029	5,000	5.500%	145,612.50	150,612.50	296,225
06/01/2030			145,475.00	145,475.00	
12/01/2030	10,000	5.500%	145,475.00	155,475.00	300,950
06/01/2031			145,200.00	145,200.00	
12/01/2031	10,000	5.500%	145,200.00	155,200.00	300,400
06/01/2032			144,925.00	144,925.00	
12/01/2032	20,000	5.500%	144,925.00	164,925.00	309,850
06/01/2033			144,375.00	144,375.00	
12/01/2033	20,000	5.500%	144,375.00	164,375.00	308,750
06/01/2034			143,825.00	143,825.00	
12/01/2034	25,000	5.500%	143,825.00	168,825.00	312,650
06/01/2035			143,137.50	143,137.50	
12/01/2035	25,000	5.500%	143,137.50	168,137.50	311,275
06/01/2036			142,450.00	142,450.00	
12/01/2036	35,000	5.500%	142,450.00	177,450.00	319,900
06/01/2037			141,487.50	141,487.50	
12/01/2037	35,000	5.500%	141,487.50	176,487.50	317,975
06/01/2038			140,525.00	140,525.00	
12/01/2038	45,000	5.500%	140,525.00	185,525.00	326,050
06/01/2039			139,287.50	139,287.50	
12/01/2039	45,000	5.500%	139,287.50	184,287.50	323,575
06/01/2040			138,050.00	138,050.00	
12/01/2040	55,000	5.500%	138,050.00	193,050.00	331,100
06/01/2041			136,537.50	136,537.50	
12/01/2041	55,000	5.500%	136,537.50	191,537.50	328,075
06/01/2042			135,025.00	135,025.00	
12/01/2042	70,000	5.500%	135,025.00	205,025.00	340,050
06/01/2043			133,100.00	133,100.00	
12/01/2043	75,000	5.500%	133,100.00	208,100.00	341,200
06/01/2044			131,037.50	131,037.50	
12/01/2044	85,000	5.500%	131,037.50	216,037.50	347,075
06/01/2045			128,700.00	128,700.00	
12/01/2045	85,000	5.500%	128,700.00	213,700.00	342,400
06/01/2046			126,362.50	126,362.50	
12/01/2046	100,000	5.500%	126,362.50	226,362.50	352,725
06/01/2047			123,612.50	123,612.50	
12/01/2047	105,000	5.500%	123,612.50	228,612.50	352,225
06/01/2048			120,725.00	120,725.00	
12/01/2048	120,000	5.500%	120,725.00	240,725.00	361,450
06/01/2049			117,425.00	117,425.00	
12/01/2049	125,000	5.500%	117,425.00	242,425.00	359,850
06/01/2050			113,987.50	113,987.50	
12/01/2050	140,000	5.500%	113,987.50	253,987.50	367,975
06/01/2051			110,137.50	110,137.50	
12/01/2051	150,000	5.500%	110,137.50	260,137.50	370,275
06/01/2052			106,012.50	106,012.50	
12/01/2052	605,000	5.500%	106,012.50	711,012.50	817,025
06/01/2053			89,375.00	89,375.00	
12/01/2053	635,000	5.500%	89,375.00	724,375.00	813,750
06/01/2054			71,912.50	71,912.50	
12/01/2054	690,000	5.500%	71,912.50	761,912.50	833,825
06/01/2055			52,937.50	52,937.50	
12/01/2055	725,000	5.500%	52,937.50	777,937.50	830,875
06/01/2056			33,000.00	33,000.00	
12/01/2056	1,200,000	5.500%	33,000.00	1,233,000.00	1,266,000
	5,300,000		7,471,475.00	12,771,475.00	12,771,475

## NET DEBT SERVICE

**232 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2026  
Non-Rated, 125x, 30-yr. Maturity  
(Sized on Growth thru. 2026)  
[ Preliminary -- for discussion only ]**

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest	Net Debt Service
12/01/2027		291,500	291,500	-416.91	-145,750	145,333.09
12/01/2028	5,000	291,500	296,500	-833.82		295,666.18
12/01/2029	5,000	291,225	296,225	-833.82		295,391.18
12/01/2030	10,000	290,950	300,950	-833.82		300,116.18
12/01/2031	10,000	290,400	300,400	-833.82		299,566.18
12/01/2032	20,000	289,850	309,850	-833.82		309,016.18
12/01/2033	20,000	288,750	308,750	-833.82		307,916.18
12/01/2034	25,000	287,650	312,650	-833.82		311,816.18
12/01/2035	25,000	286,275	311,275	-833.82		310,441.18
12/01/2036	35,000	284,900	319,900	-833.82		319,066.18
12/01/2037	35,000	282,975	317,975	-833.82		317,141.18
12/01/2038	45,000	281,050	326,050	-833.82		325,216.18
12/01/2039	45,000	278,575	323,575	-833.82		322,741.18
12/01/2040	55,000	276,100	331,100	-833.82		330,266.18
12/01/2041	55,000	273,075	328,075	-833.82		327,241.18
12/01/2042	70,000	270,050	340,050	-833.82		339,216.18
12/01/2043	75,000	266,200	341,200	-833.82		340,366.18
12/01/2044	85,000	262,075	347,075	-833.82		346,241.18
12/01/2045	85,000	257,400	342,400	-833.82		341,566.18
12/01/2046	100,000	252,725	352,725	-833.82		351,891.18
12/01/2047	105,000	247,225	352,225	-833.82		351,391.18
12/01/2048	120,000	241,450	361,450	-833.82		360,616.18
12/01/2049	125,000	234,850	359,850	-833.82		359,016.18
12/01/2050	140,000	227,975	367,975	-833.82		367,141.18
12/01/2051	150,000	220,275	370,275	-833.82		369,441.18
12/01/2052	605,000	212,025	817,025	-833.82		816,191.18
12/01/2053	635,000	178,750	813,750	-833.82		812,916.18
12/01/2054	690,000	143,825	833,825	-833.82		832,991.18
12/01/2055	725,000	105,875	830,875	-833.82		830,041.18
12/01/2056	1,200,000	66,000	1,266,000	-417,746.32		848,253.68
	5,300,000	7,471,475	12,771,475	-441,510.19	-145,750	12,184,214.81

**BOND SOLUTION**

**232 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2026  
Non-Rated, 125x, 30-yr. Maturity  
(Sized on Growth thru. 2026)  
[ Preliminary -- for discussion only ]**

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Existing Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2027		291,500	-146,167	428,902	574,235	858,830	284,595	149.56062%
12/01/2028	5,000	296,500	-834	427,302	722,968	904,327	181,359	125.08526%
12/01/2029	5,000	296,225	-834	415,427	710,818	893,014	182,196	125.63179%
12/01/2030	10,000	300,950	-834	418,827	718,943	898,974	180,031	125.04098%
12/01/2031	10,000	300,400	-834	411,677	711,243	890,013	178,770	125.13479%
12/01/2032	20,000	309,850	-834	409,527	718,543	898,388	179,845	125.02904%
12/01/2033	20,000	308,750	-834	402,102	710,018	891,289	181,271	125.53039%
12/01/2034	25,000	312,650	-834	404,677	716,493	901,649	185,156	125.84190%
12/01/2035	25,000	311,275	-834	401,702	712,143	896,026	183,883	125.82099%
12/01/2036	35,000	319,900	-834	403,452	722,518	908,033	185,515	125.67609%
12/01/2037	35,000	317,975	-834	404,652	721,793	903,579	181,786	125.18525%
12/01/2038	45,000	326,050	-834	405,302	730,518	916,966	186,448	125.52263%
12/01/2039	45,000	323,575	-834	405,402	728,143	913,439	185,296	125.44767%
12/01/2040	55,000	331,100	-834	409,952	740,218	927,997	187,779	125.36799%
12/01/2041	55,000	328,075	-834	408,677	735,918	925,203	189,285	125.72085%
12/01/2042	70,000	340,050	-834	411,852	751,068	940,767	189,699	125.25715%
12/01/2043	75,000	341,200	-834	409,202	749,568	938,554	188,986	125.21258%
12/01/2044	85,000	347,075	-834	416,002	762,243	955,176	192,933	125.31114%
12/01/2045	85,000	342,400	-834	416,702	758,268	953,564	195,296	125.75546%
12/01/2046	100,000	352,725	-834	421,577	773,468	970,895	197,427	125.52483%
12/01/2047	105,000	352,225	-834	420,352	771,743	969,590	197,847	125.63631%
12/01/2048	120,000	361,450	-834	428,302	788,918	987,571	198,653	125.18036%
12/01/2049	125,000	359,850	-834	429,877	788,893	986,514	197,621	125.05034%
12/01/2050	140,000	367,975	-834	435,352	802,493	1,005,102	202,609	125.24737%
12/01/2051	150,000	370,275	-834	433,102	802,543	1,004,246	201,703	125.13291%
12/01/2052	605,000	817,025	-834		816,191	1,023,405	207,214	125.38790%
12/01/2053	635,000	813,750	-834		812,916	1,022,712	209,796	125.80780%
12/01/2054	690,000	833,825	-834		832,991	1,042,417	209,426	125.14142%
12/01/2055	725,000	830,875	-834		830,041	1,041,855	211,814	125.51847%
12/01/2056	1,200,000	1,266,000	-417,746		848,254	1,062,085	213,831	125.20842%
	5,300,000	12,771,475	-587,260	10,379,908	22,564,122	28,432,180	5,868,058	

**SOURCES AND USES OF FUNDS**

**232 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2031  
Non-Rated, 125x, 30-yr. Maturity  
(Sized on Growth thru. 2031)  
[ Preliminary -- for discussion only ]**

Dated Date                    12/01/2031  
Delivery Date                12/01/2031

**Sources:**

<b>Bond Proceeds:</b>	
Par Amount	7,460,000.00
<hr/>	
	7,460,000.00
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**Uses:**

<b>Project Fund Deposits:</b>	
Project Fund #1	6,463,462.50
<b>Other Fund Deposits:</b>	
Debt Service Reserve Fund	698,137.50
<b>Delivery Date Expenses:</b>	
Cost of Issuance	298,400.00
<hr/>	
	7,460,000.00
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**BOND SUMMARY STATISTICS**

**232 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2031**

**Non-Rated, 125x, 30-yr. Maturity  
(Sized on Growth thru. 2031)**

**[ Preliminary -- for discussion only ]**

Dated Date	12/01/2031
Delivery Date	12/01/2031
First Coupon	06/01/2032
Last Maturity	12/01/2061
Arbitrage Yield	5.500000%
True Interest Cost (TIC)	5.500000%
Net Interest Cost (NIC)	5.500000%
All-In TIC	5.796420%
Average Coupon	5.500000%
Average Life (years)	27.123
Weighted Average Maturity (years)	27.123
Duration of Issue (years)	14.294
Par Amount	7,460,000.00
Bond Proceeds	7,460,000.00
Total Interest	11,128,425.00
Net Interest	11,128,425.00
Bond Years from Dated Date	202,335,000.00
Bond Years from Delivery Date	202,335,000.00
Total Debt Service	18,588,425.00
Maximum Annual Debt Service	2,094,175.00
Average Annual Debt Service	619,614.17
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2061	7,460,000.00	100.000	5.500%	27.123	10,891.60
	7,460,000.00			27.123	10,891.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	7,460,000.00	7,460,000.00	7,460,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-298,400.00	
- Other Amounts			
Target Value	7,460,000.00	7,161,600.00	7,460,000.00
Target Date	12/01/2031	12/01/2031	12/01/2031
Yield	5.500000%	5.796420%	5.500000%

## BOND DEBT SERVICE

**232 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2031  
Non-Rated, 125x, 30-yr. Maturity  
(Sized on Growth thru. 2031)  
[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2032			205,150.00	205,150.00	
12/01/2032			205,150.00	205,150.00	410,300
06/01/2033			205,150.00	205,150.00	
12/01/2033			205,150.00	205,150.00	410,300
06/01/2034			205,150.00	205,150.00	
12/01/2034			205,150.00	205,150.00	410,300
06/01/2035			205,150.00	205,150.00	
12/01/2035			205,150.00	205,150.00	410,300
06/01/2036			205,150.00	205,150.00	
12/01/2036			205,150.00	205,150.00	410,300
06/01/2037			205,150.00	205,150.00	
12/01/2037			205,150.00	205,150.00	410,300
06/01/2038			205,150.00	205,150.00	
12/01/2038	5,000	5.500%	205,150.00	210,150.00	415,300
06/01/2039			205,012.50	205,012.50	
12/01/2039	5,000	5.500%	205,012.50	210,012.50	415,025
06/01/2040			204,875.00	204,875.00	
12/01/2040	10,000	5.500%	204,875.00	214,875.00	419,750
06/01/2041			204,600.00	204,600.00	
12/01/2041	15,000	5.500%	204,600.00	219,600.00	424,200
06/01/2042			204,187.50	204,187.50	
12/01/2042	20,000	5.500%	204,187.50	224,187.50	428,375
06/01/2043			203,637.50	203,637.50	
12/01/2043	20,000	5.500%	203,637.50	223,637.50	427,275
06/01/2044			203,087.50	203,087.50	
12/01/2044	30,000	5.500%	203,087.50	233,087.50	436,175
06/01/2045			202,262.50	202,262.50	
12/01/2045	35,000	5.500%	202,262.50	237,262.50	439,525
06/01/2046			201,300.00	201,300.00	
12/01/2046	45,000	5.500%	201,300.00	246,300.00	447,600
06/01/2047			200,062.50	200,062.50	
12/01/2047	50,000	5.500%	200,062.50	250,062.50	450,125
06/01/2048			198,687.50	198,687.50	
12/01/2048	60,000	5.500%	198,687.50	258,687.50	457,375
06/01/2049			197,037.50	197,037.50	
12/01/2049	60,000	5.500%	197,037.50	257,037.50	454,075
06/01/2050			195,387.50	195,387.50	
12/01/2050	75,000	5.500%	195,387.50	270,387.50	465,775
06/01/2051			193,325.00	193,325.00	
12/01/2051	75,000	5.500%	193,325.00	268,325.00	461,650
06/01/2052			191,262.50	191,262.50	
12/01/2052	95,000	5.500%	191,262.50	286,262.50	477,525
06/01/2053			188,650.00	188,650.00	
12/01/2053	100,000	5.500%	188,650.00	288,650.00	477,300
06/01/2054			185,900.00	185,900.00	
12/01/2054	110,000	5.500%	185,900.00	295,900.00	481,800
06/01/2055			182,875.00	182,875.00	
12/01/2055	120,000	5.500%	182,875.00	302,875.00	485,750
06/01/2056			179,575.00	179,575.00	
12/01/2056	135,000	5.500%	179,575.00	314,575.00	494,150
06/01/2057			175,862.50	175,862.50	
12/01/2057	990,000	5.500%	175,862.50	1,165,862.50	1,341,725
06/01/2058			148,637.50	148,637.50	
12/01/2058	1,070,000	5.500%	148,637.50	1,218,637.50	1,367,275
06/01/2059			119,212.50	119,212.50	
12/01/2059	1,130,000	5.500%	119,212.50	1,249,212.50	1,368,425
06/01/2060			88,137.50	88,137.50	
12/01/2060	1,220,000	5.500%	88,137.50	1,308,137.50	1,396,275
06/01/2061			54,587.50	54,587.50	
12/01/2061	1,985,000	5.500%	54,587.50	2,039,587.50	2,094,175
	7,460,000		11,128,425.00	18,588,425.00	18,588,425

## NET DEBT SERVICE

### 232 METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2031

Non-Rated, 125x, 30-yr. Maturity  
(Sized on Growth thru. 2031)

[ Preliminary -- for discussion only ]

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2032		410,300	410,300	-1,396.28	408,903.72
12/01/2033		410,300	410,300	-1,396.28	408,903.72
12/01/2034		410,300	410,300	-1,396.28	408,903.72
12/01/2035		410,300	410,300	-1,396.28	408,903.72
12/01/2036		410,300	410,300	-1,396.28	408,903.72
12/01/2037		410,300	410,300	-1,396.28	408,903.72
12/01/2038	5,000	410,300	415,300	-1,396.28	413,903.72
12/01/2039	5,000	410,025	415,025	-1,396.28	413,628.72
12/01/2040	10,000	409,750	419,750	-1,396.28	418,353.72
12/01/2041	15,000	409,200	424,200	-1,396.28	422,803.72
12/01/2042	20,000	408,375	428,375	-1,396.28	426,978.72
12/01/2043	20,000	407,275	427,275	-1,396.28	425,878.72
12/01/2044	30,000	406,175	436,175	-1,396.28	434,778.72
12/01/2045	35,000	404,525	439,525	-1,396.28	438,128.72
12/01/2046	45,000	402,600	447,600	-1,396.28	446,203.72
12/01/2047	50,000	400,125	450,125	-1,396.28	448,728.72
12/01/2048	60,000	397,375	457,375	-1,396.28	455,978.72
12/01/2049	60,000	394,075	454,075	-1,396.28	452,678.72
12/01/2050	75,000	390,775	465,775	-1,396.28	464,378.72
12/01/2051	75,000	386,650	461,650	-1,396.28	460,253.72
12/01/2052	95,000	382,525	477,525	-1,396.28	476,128.72
12/01/2053	100,000	377,300	477,300	-1,396.28	475,903.72
12/01/2054	110,000	371,800	481,800	-1,396.28	480,403.72
12/01/2055	120,000	365,750	485,750	-1,396.28	484,353.72
12/01/2056	135,000	359,150	494,150	-1,396.28	492,753.72
12/01/2057	990,000	351,725	1,341,725	-1,396.28	1,340,328.72
12/01/2058	1,070,000	297,275	1,367,275	-1,396.28	1,365,878.72
12/01/2059	1,130,000	238,425	1,368,425	-1,396.28	1,367,028.72
12/01/2060	1,220,000	176,275	1,396,275	-1,396.28	1,394,878.72
12/01/2061	1,985,000	109,175	2,094,175	-699,533.78	1,394,641.22
	7,460,000	11,128,425	18,588,425	-740,025.90	17,848,399.10

**BOND SOLUTION**  
**232 METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2031**  
**Non-Rated, 125x, 30-yr. Maturity**  
**(Sized on Growth thru. 2031)**  
**[ Preliminary -- for discussion only ]**

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Existing Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2032		410,300	-1,396	718,543	1,127,447	1,325,952	198,505	117.60657%
12/01/2033		410,300	-1,396	710,018	1,118,922	1,382,415	263,493	123.54880%
12/01/2034		410,300	-1,396	716,493	1,125,397	1,478,934	353,537	131.41440%
12/01/2035		410,300	-1,396	712,143	1,121,047	1,618,062	497,015	144.33487%
12/01/2036		410,300	-1,396	722,518	1,131,422	1,782,606	651,184	157.55445%
12/01/2037		410,300	-1,396	721,793	1,130,697	1,877,366	746,669	166.03614%
12/01/2038	5,000	415,300	-1,396	730,518	1,144,422	2,156,620	1,012,198	188.44619%
12/01/2039	5,000	415,025	-1,396	728,143	1,141,772	2,153,092	1,011,320	188.57457%
12/01/2040	10,000	419,750	-1,396	740,218	1,158,572	2,192,444	1,033,872	189.23672%
12/01/2041	15,000	424,200	-1,396	735,918	1,158,722	2,189,649	1,030,927	188.97101%
12/01/2042	20,000	428,375	-1,396	751,068	1,178,047	2,230,503	1,052,456	189.33902%
12/01/2043	20,000	427,275	-1,396	749,568	1,175,447	2,228,290	1,052,843	189.56955%
12/01/2044	30,000	436,175	-1,396	762,243	1,197,022	2,270,707	1,073,685	189.69631%
12/01/2045	35,000	439,525	-1,396	758,268	1,196,397	2,269,095	1,072,698	189.66067%
12/01/2046	45,000	447,600	-1,396	773,468	1,219,672	2,312,736	1,093,064	189.61947%
12/01/2047	50,000	450,125	-1,396	771,743	1,220,472	2,311,430	1,090,958	189.38817%
12/01/2048	60,000	457,375	-1,396	788,918	1,244,897	2,356,249	1,111,352	189.27258%
12/01/2049	60,000	454,075	-1,396	788,893	1,241,572	2,355,192	1,113,620	189.69432%
12/01/2050	75,000	465,775	-1,396	802,493	1,266,872	2,401,153	1,134,281	189.53396%
12/01/2051	75,000	461,650	-1,396	802,543	1,262,797	2,400,297	1,137,500	190.07779%
12/01/2052	95,000	477,525	-1,396	816,191	1,292,320	2,447,378	1,155,058	189.37865%
12/01/2053	100,000	477,300	-1,396	812,916	1,288,820	2,446,684	1,157,864	189.83909%
12/01/2054	110,000	481,800	-1,396	832,991	1,313,395	2,494,868	1,181,473	189.95566%
12/01/2055	120,000	485,750	-1,396	830,041	1,314,395	2,494,306	1,179,911	189.76839%
12/01/2056	135,000	494,150	-1,396	848,254	1,341,007	2,543,586	1,202,579	189.67725%
12/01/2057	990,000	1,341,725	-1,396		1,340,329	2,543,130	1,202,801	189.73928%
12/01/2058	1,070,000	1,367,275	-1,396		1,365,879	2,593,501	1,227,622	189.87784%
12/01/2059	1,130,000	1,368,425	-1,396		1,367,029	2,593,133	1,226,104	189.69119%
12/01/2060	1,220,000	1,396,275	-1,396		1,394,879	2,644,597	1,249,718	189.59333%
12/01/2061	1,985,000	2,094,175	-699,534		1,394,641	2,644,298	1,249,657	189.60418%
	7,460,000	18,588,425	-740,026	19,125,913	36,974,312	66,738,273	29,763,961	

**SOURCES AND USES OF FUNDS**

**232 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2036  
Non-Rated, 125x, 25-yr. Maturity  
(Sized on Growth thru. 2036)  
[ Preliminary -- for discussion only ]**

Dated Date                    12/01/2036  
Delivery Date                12/01/2036

**Sources:**

Bond Proceeds:	
Par Amount	8,420,000.00
	8,420,000.00

**Uses:**

Project Fund Deposits:	
Project Fund #1	7,722,687.50
Other Fund Deposits:	
Debt Service Reserve Fund	360,512.50
Cost of Issuance:	
Other Cost of Issuance	336,800.00
	8,420,000.00

## BOND SUMMARY STATISTICS

### 232 METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2036

Non-Rated, 125x, 25-yr. Maturity  
(Sized on Growth thru. 2036)

[ Preliminary -- for discussion only ]

Dated Date	12/01/2036
Delivery Date	12/01/2036
First Coupon	06/01/2037
Last Maturity	12/01/2061
Arbitrage Yield	5.500000%
True Interest Cost (TIC)	5.500000%
Net Interest Cost (NIC)	5.500000%
All-In TIC	5.890607%
Average Coupon	5.500000%
Average Life (years)	17.198
Weighted Average Maturity (years)	17.198
Duration of Issue (years)	10.845
Par Amount	8,420,000.00
Bond Proceeds	8,420,000.00
Total Interest	7,964,275.00
Net Interest	7,964,275.00
Bond Years from Dated Date	144,805,000.00
Bond Years from Delivery Date	144,805,000.00
Total Debt Service	16,384,275.00
Maximum Annual Debt Service	1,081,375.00
Average Annual Debt Service	655,371.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	_____
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2061	8,420,000.00	100.000	5.500%	17.198	11,367.00
	8,420,000.00			17.198	11,367.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,420,000.00	8,420,000.00	8,420,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-336,800.00	
- Other Amounts			
Target Value	8,420,000.00	8,083,200.00	8,420,000.00
Target Date	12/01/2036	12/01/2036	12/01/2036
Yield	5.500000%	5.890607%	5.500000%

**BOND DEBT SERVICE**  
**232 METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2036**  
**Non-Rated, 125x, 25-yr. Maturity**  
**(Sized on Growth thru. 2036)**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2037			231,550.00	231,550.00	
12/01/2037			231,550.00	231,550.00	463,100
06/01/2038			231,550.00	231,550.00	
12/01/2038	115,000	5.500%	231,550.00	346,550.00	578,100
06/01/2039			228,387.50	228,387.50	
12/01/2039	120,000	5.500%	228,387.50	348,387.50	576,775
06/01/2040			225,087.50	225,087.50	
12/01/2040	145,000	5.500%	225,087.50	370,087.50	595,175
06/01/2041			221,100.00	221,100.00	
12/01/2041	150,000	5.500%	221,100.00	371,100.00	592,200
06/01/2042			216,975.00	216,975.00	
12/01/2042	170,000	5.500%	216,975.00	386,975.00	603,950
06/01/2043			212,300.00	212,300.00	
12/01/2043	180,000	5.500%	212,300.00	392,300.00	604,600
06/01/2044			207,350.00	207,350.00	
12/01/2044	205,000	5.500%	207,350.00	412,350.00	619,700
06/01/2045			201,712.50	201,712.50	
12/01/2045	215,000	5.500%	201,712.50	416,712.50	618,425
06/01/2046			195,800.00	195,800.00	
12/01/2046	235,000	5.500%	195,800.00	430,800.00	626,600
06/01/2047			189,337.50	189,337.50	
12/01/2047	250,000	5.500%	189,337.50	439,337.50	628,675
06/01/2048			182,462.50	182,462.50	
12/01/2048	275,000	5.500%	182,462.50	457,462.50	639,925
06/01/2049			174,900.00	174,900.00	
12/01/2049	290,000	5.500%	174,900.00	464,900.00	639,800
06/01/2050			166,925.00	166,925.00	
12/01/2050	320,000	5.500%	166,925.00	486,925.00	653,850
06/01/2051			158,125.00	158,125.00	
12/01/2051	340,000	5.500%	158,125.00	498,125.00	656,250
06/01/2052			148,775.00	148,775.00	
12/01/2052	365,000	5.500%	148,775.00	513,775.00	662,550
06/01/2053			138,737.50	138,737.50	
12/01/2053	390,000	5.500%	138,737.50	528,737.50	667,475
06/01/2054			128,012.50	128,012.50	
12/01/2054	425,000	5.500%	128,012.50	553,012.50	681,025
06/01/2055			116,325.00	116,325.00	
12/01/2055	445,000	5.500%	116,325.00	561,325.00	677,650
06/01/2056			104,087.50	104,087.50	
12/01/2056	485,000	5.500%	104,087.50	589,087.50	693,175
06/01/2057			90,750.00	90,750.00	
12/01/2057	510,000	5.500%	90,750.00	600,750.00	691,500
06/01/2058			76,725.00	76,725.00	
12/01/2058	555,000	5.500%	76,725.00	631,725.00	708,450
06/01/2059			61,462.50	61,462.50	
12/01/2059	580,000	5.500%	61,462.50	641,462.50	702,925
06/01/2060			45,512.50	45,512.50	
12/01/2060	630,000	5.500%	45,512.50	675,512.50	721,025
06/01/2061			28,187.50	28,187.50	
12/01/2061	1,025,000	5.500%	28,187.50	1,053,187.50	1,081,375
	8,420,000		7,964,275.00	16,384,275.00	16,384,275

**NET DEBT SERVICE**  
**232 METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2036**  
**Non-Rated, 125x, 25-yr. Maturity**  
**(Sized on Growth thru. 2036)**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2037		463,100	463,100	-721.02	462,378.98
12/01/2038	115,000	463,100	578,100	-721.02	577,378.98
12/01/2039	120,000	456,775	576,775	-721.02	576,053.98
12/01/2040	145,000	450,175	595,175	-721.02	594,453.98
12/01/2041	150,000	442,200	592,200	-721.02	591,478.98
12/01/2042	170,000	433,950	603,950	-721.02	603,228.98
12/01/2043	180,000	424,600	604,600	-721.02	603,878.98
12/01/2044	205,000	414,700	619,700	-721.02	618,978.98
12/01/2045	215,000	403,425	618,425	-721.02	617,703.98
12/01/2046	235,000	391,600	626,600	-721.02	625,878.98
12/01/2047	250,000	378,675	628,675	-721.02	627,953.98
12/01/2048	275,000	364,925	639,925	-721.02	639,203.98
12/01/2049	290,000	349,800	639,800	-721.02	639,078.98
12/01/2050	320,000	333,850	653,850	-721.02	653,128.98
12/01/2051	340,000	316,250	656,250	-721.02	655,528.98
12/01/2052	365,000	297,550	662,550	-721.02	661,828.98
12/01/2053	390,000	277,475	667,475	-721.02	666,753.98
12/01/2054	425,000	256,025	681,025	-721.02	680,303.98
12/01/2055	445,000	232,650	677,650	-721.02	676,928.98
12/01/2056	485,000	208,175	693,175	-721.02	692,453.98
12/01/2057	510,000	181,500	691,500	-721.02	690,778.98
12/01/2058	555,000	153,450	708,450	-721.02	707,728.98
12/01/2059	580,000	122,925	702,925	-721.02	702,203.98
12/01/2060	630,000	91,025	721,025	-721.02	720,303.98
12/01/2061	1,025,000	56,375	1,081,375	-361,233.52	720,141.48
	8,420,000	7,964,275	16,384,275	-378,538.00	16,005,737.00

**BOND SOLUTION**  
**232 METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2036**  
**Non-Rated, 125x, 25-yr. Maturity**  
**(Sized on Growth thru. 2036)**  
**[ Preliminary -- for discussion only ]**

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Existing Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2037		463,100	-721	1,130,697	1,593,076	1,877,366	284,290	117.84534%
12/01/2038	115,000	578,100	-721	1,144,422	1,721,801	2,156,620	434,819	125.25372%
12/01/2039	120,000	576,775	-721	1,141,772	1,717,826	2,153,092	435,266	125.33818%
12/01/2040	145,000	595,175	-721	1,158,572	1,753,026	2,192,444	439,418	125.06624%
12/01/2041	150,000	592,200	-721	1,158,722	1,750,201	2,189,649	439,448	125.10842%
12/01/2042	170,000	603,950	-721	1,178,047	1,781,276	2,230,503	449,227	125.21938%
12/01/2043	180,000	604,600	-721	1,175,447	1,779,326	2,228,290	448,964	125.23224%
12/01/2044	205,000	619,700	-721	1,197,022	1,816,001	2,270,707	454,706	125.03885%
12/01/2045	215,000	618,425	-721	1,196,397	1,814,101	2,269,095	454,994	125.08095%
12/01/2046	235,000	626,600	-721	1,219,672	1,845,551	2,312,736	467,185	125.31411%
12/01/2047	250,000	628,675	-721	1,220,472	1,848,426	2,311,430	463,004	125.04854%
12/01/2048	275,000	639,925	-721	1,244,897	1,884,101	2,356,249	472,148	125.05958%
12/01/2049	290,000	639,800	-721	1,241,572	1,880,651	2,355,192	474,541	125.23279%
12/01/2050	320,000	653,850	-721	1,266,872	1,920,001	2,401,153	481,152	125.05998%
12/01/2051	340,000	656,250	-721	1,262,797	1,918,326	2,400,297	481,971	125.12455%
12/01/2052	365,000	662,550	-721	1,292,320	1,954,149	2,447,378	493,229	125.24010%
12/01/2053	390,000	667,475	-721	1,288,820	1,955,574	2,446,684	491,110	125.11335%
12/01/2054	425,000	681,025	-721	1,313,395	1,993,699	2,494,868	501,169	125.13765%
12/01/2055	445,000	677,650	-721	1,314,395	1,991,324	2,494,306	502,982	125.25868%
12/01/2056	485,000	693,175	-721	1,341,007	2,033,461	2,543,586	510,125	125.08652%
12/01/2057	510,000	691,500	-721	1,340,329	2,031,108	2,543,130	512,022	125.20902%
12/01/2058	555,000	708,450	-721	1,365,879	2,073,608	2,593,501	519,893	125.07192%
12/01/2059	580,000	702,925	-721	1,367,029	2,069,233	2,593,133	523,900	125.31858%
12/01/2060	630,000	721,025	-721	1,394,879	2,115,183	2,644,597	529,414	125.02925%
12/01/2061	1,025,000	1,081,375	-361,234	1,394,641	2,114,783	2,644,298	529,515	125.03876%
	<b>8,420,000</b>	<b>16,384,275</b>	<b>-378,538</b>	<b>31,350,076</b>	<b>47,355,813</b>	<b>59,150,304</b>	<b>11,794,491</b>	

**Exhibit G**  
**Form of District Election Questions**

**FORM OF ELECTION QUESTIONS  
NOVEMBER 3, 2015 ELECTION**

**232 METROPOLITAN DISTRICT BALLOT QUESTION 500:**

*VOTE FOR NOT MORE THAN TWO DIRECTORS TO SERVE UNTIL THE NEXT REGULAR ELECTION:*

None   
None

*VOTE FOR NOT MORE THAN THREE DIRECTORS TO SERVE UNTIL THE SECOND REGULAR ELECTION:*

Fred Orr   
P. Joseph Knopinski   
None

**BALLOT ISSUE 5A (Operations and Maintenance Mill Levy – Ad Valorem Taxes)**

SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$35,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION, OPERATIONS, MAINTENANCE, AND CAPITAL EXPENSES, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE OR AMOUNT OR ANY OTHER CONDITION TO PAY SUCH EXPENSES AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2015 AND IN EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S. IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5B (Operations and Maintenance - Fees)**

SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$35,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION, OPERATIONS, MAINTENANCE, AND CAPITAL EXPENSES, BY THE IMPOSITION OF A FEE OR FEES IMPOSED, WITHOUT LIMITATION AS TO RATE OR AMOUNT OR ANY OTHER CONDITION TO PAY SUCH EXPENSES AND SHALL

THE PROCEEDS OF SUCH FEES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2015 AND IN EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S. IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5C (Multiple Fiscal Year IGA Mill Levy Question)**

SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$35,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS NECESSARY FOR THE PAYMENT OF SUCH AMOUNTS DUE PURSUANT TO ONE OR MORE INTERGOVERNMENTAL AGREEMENTS OR OTHER CONTRACTS, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE OR AMOUNT OR ANY OTHER CONDITION FOR THE PAYMENT OF SUCH AMOUNTS DUE, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2015 AND IN EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S. IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5D (DeBrucing)**

SHALL 232 METROPOLITAN DISTRICT BE AUTHORIZED TO COLLECT, RECEIVE, RETAIN, AND SPEND THE FULL AMOUNT OF ALL TAXES, TAX INCREMENT REVENUES, TAP FEES, PARK FEES, FACILITY FEES, PUBLIC IMPROVEMENT FEES, SERVICE CHARGES, INSPECTION CHARGES, ADMINISTRATIVE CHARGES, GRANTS OR ANY OTHER FEE, RATE, TOLL, PENALTY, OR CHARGE AUTHORIZED BY LAW, COVENANTS OR CONTRACT TO BE IMPOSED, COLLECTED OR RECEIVED BY THE DISTRICT DURING 2015 AND EACH FISCAL YEAR THEREAFTER, SUCH AMOUNTS TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S. IN ANY SUBSEQUENT YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT

MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RECEIVED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5E (Street Improvements)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, STREET IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO CURBS, GUTTERS, CULVERTS, AND OTHER DRAINAGE FACILITIES, UNDERGROUND CONDUITS, SIDEWALKS, TRAILS, PUBLIC PARKING LOTS, STRUCTURES AND FACILITIES, PAVING, LIGHTING, GRADING, LANDSCAPING, BIKE PATHS AND PEDESTRIAN WAYS, PEDESTRIAN OVERPASSES, RETAINING WALLS, FENCING, ENTRY MONUMENTATION, STREETSCAPING, BRIDGES, OVERPASSES, UNDERPASSES, INTERCHANGES, MEDIAN ISLANDS, IRRIGATION, AND A SAFETY PROTECTION SYSTEM THROUGH TRAFFIC AND SAFETY CONTROLS AND DEVICES ON STREETS AND HIGHWAYS AND AT RAILROAD CROSSINGS, SIGNALIZATION, SIGNING AND STRIPING, AREA IDENTIFICATION, DRIVER INFORMATION AND DIRECTIONAL ASSISTANCE SIGNS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING SUCH DEBT; ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO

CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5F (Parks and Recreation)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, PARKS AND RECREATION FACILITIES, IMPROVEMENTS AND PROGRAMS, INCLUDING BUT NOT LIMITED TO COMMUNITY PARKS, BIKE PATHS AND PEDESTRIAN WAYS, FENCING, TRAILS, REGIONAL TRAILS, FIELDS, TOT LOTS, OPEN SPACE, CULTURAL ACTIVITIES, COMMON AREAS, COMMUNITY RECREATION CENTERS, TENNIS COURTS, OUTDOOR LIGHTING, EVENT FACILITIES, IRRIGATION FACILITIES, LAKES, WATER BODIES, SWIMMING POOLS, PUBLIC FOUNTAINS AND SCULPTURES, ART, GARDENS, LANDSCAPING, WEED CONTROL, AND OTHER ACTIVE AND PASSIVE RECREATIONAL FACILITIES, IMPROVEMENTS AND PROGRAMS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING SUCH DEBT; ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO

CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5G (Water)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A POTABLE AND NON-POTABLE WATER SUPPLY, STORAGE, TRANSMISSION AND DISTRIBUTION SYSTEM FOR DOMESTIC AND OTHER PUBLIC AND PRIVATE PURPOSES BY ANY AVAILABLE MEANS, AND TO PROVIDE ALL NECESSARY OR PROPER TREATMENT WORKS AND FACILITIES, EQUIPMENT, AND APPURTENANCES INCIDENT THERETO, INCLUDING BUT NOT LIMITED TO WELLS, WATER PUMPS, WATER LINES, WATER FEATURES, PURIFICATION PLANTS, PUMP STATIONS, TRANSMISSION LINES, DISTRIBUTION MAINS AND LATERALS, FIRE HYDRANTS, METERS, WATER TAPS, IRRIGATION FACILITIES, CANALS, DITCHES, WATER RIGHTS, FLUMES, PARTIAL FLUMES, HEADGATES, DROP STRUCTURES, STORAGE RESERVOIRS AND FACILITIES, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING SUCH DEBT; ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY

SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5H (Sanitation)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SANITATION SYSTEM WHICH MAY CONSIST OF STORM OR SANITARY SEWERS, OR BOTH, FLOOD AND SURFACE DRAINAGE, TREATMENT AND DISPOSAL WORKS AND FACILITIES, OR SOLID WASTE DISPOSAL FACILITIES OR WASTE SERVICES, AND ALL NECESSARY OR PROPER EQUIPMENT AND APPURTENANCES INCIDENT THERETO, INCLUDING BUT NOT LIMITED TO TREATMENT PLANTS AND FACILITIES, COLLECTION MAINS AND LATERALS, LIFT STATIONS, TRANSMISSION LINES, CANALS, SLUDGE HANDLING, REUSE AND DISPOSAL FACILITIES, AND/OR STORM SEWER, FLOOD AND SURFACE DRAINAGE FACILITIES AND SYSTEMS, INCLUDING DETENTION/RETENTION PONDS, BOX CULVERTS AND ASSOCIATED IRRIGATION FACILITIES, EQUIPMENT, LAND, EASEMENTS AND SEWER TAPS, AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING SUCH DEBT; ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY

SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5I (Transportation)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SYSTEM TO TRANSPORT THE PUBLIC BY BUS, RAIL OR ANY OTHER MEANS OF CONVEYANCE, OR ANY COMBINATION THEREOF, OR PURSUANT TO CONTRACT, INCLUDING BUT NOT LIMITED TO PUBLIC TRANSPORTATION SYSTEM IMPROVEMENTS, TRANSPORTATION EQUIPMENT, PARK AND RIDE FACILITIES, PUBLIC PARKING LOTS, STRUCTURES, ROOFS, COVERS AND FACILITIES, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS, AND ALL NECESSARY EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES OR SYSTEMS, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING SUCH DEBT; ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT

CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5J (Mosquito Control)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, MOSQUITO CONTROL AND ERADICATION FACILITIES, IMPROVEMENTS, PROGRAMS, EQUIPMENT AND SUPPLIES NECESSARY FOR THE ELIMINATION OF MOSQUITOES, INCLUDING BUT NOT LIMITED TO THE ELIMINATION OR TREATMENT OF BREEDING GROUNDS AND PURCHASE, LEASE, CONTRACTING OR OTHER USE OF EQUIPMENT OR SUPPLIES FOR MOSQUITO CONTROL WITHIN THE BOUNDARIES OF THE DISTRICT, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING SUCH DEBT; ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5K (Safety Protection)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SAFETY PROTECTION SYSTEM OF TRAFFIC AND SAFETY CONTROLS AND DEVICES ON STREETS AND HIGHWAYS AND AT RAILROAD CROSSINGS, INCLUDING BUT NOT LIMITED TO TRAFFIC SIGNALS AND SIGNAGE, AND CONSTRUCTING UNDERPASSES OR OVERPASSES AT RAILROAD CROSSINGS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING SUCH DEBT; ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5L (Fire Protection)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS

MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, FACILITIES, IMPROVEMENTS AND EQUIPMENT FOR FIRE PROTECTION, INCLUDING BUT NOT LIMITED TO FIRE STATIONS, AMBULANCE AND EMERGENCY MEDICAL RESPONSE AND RESCUE SERVICES AND DIVING AND GRAPPLING STATIONS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING SUCH DEBT; ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5M (Television Relay and Translation)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING,

COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, TELEVISION RELAY AND TRANSLATION SYSTEM IMPROVEMENTS THROUGH ANY MEANS NECESSARY, INCLUDING BUT NOT LIMITED TO EQUIPMENT, FACILITIES AND STRUCTURES, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING SUCH DEBT; ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5N (Security)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, SECURITY SERVICES AND IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, PERIMETER AND INTERIOR SECURITY PATROLS, CONSTRUCTION OF SAFETY BARRIERS OR OTHER PROTECTIVE MEASURES, ACQUISITION OF SECURITY EQUIPMENT, PROTECTION OF PROPERTY FROM UNLAWFUL DAMAGE OR DESTRUCTION, AND OTHER SECURITY

IMPROVEMENTS WHICH MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF DISTRICT AFFAIRS AND FOR PROTECTION OF THE HEALTH, SAFETY, AND WELFARE OF THE DISTRICT RESIDENTS, TAXPAYERS, OFFICERS, AND EMPLOYEES, INCLUSIVE OF THE GENERAL PUBLIC, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, AND LAND AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING SUCH DEBT; ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 50 (Operations and Maintenance Debt)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, REIMBURSING, FINANCING OR REFINANCING ALL OR ANY PART OF THE DISTRICT'S OPERATING AND MAINTENANCE EXPENSES, OR ADVANCES OF OPERATING AND MAINTENANCE EXPENSES MADE TO THE DISTRICT, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, SUCH DEBT TO BE INCURRED AT ONE TIME OR FROM TIME TO TIME AND TO MATURE, BE SUBJECT TO REDEMPTION, WITH OR WITHOUT PREMIUM, AND BE ISSUED AND

SOLD AT, ABOVE OR BELOW PAR, AND TO CONTAIN SUCH TERMS, NOT INCONSISTENT HEREWITH, AND BE MADE PAYABLE FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING WITHOUT LIMITATION AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO PAY THE DEBT; ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND SHALL THE PROCEEDS OF THE DEBT, THE REVENUES FROM SUCH TAXES, ANY OTHER REVENUES USED TO PAY THE DEBT, AND ANY EARNINGS FROM THE INVESTMENT OF SUCH PROCEEDS AND REVENUES BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5P (Refunding Debt)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF REFUNDING, REFINANCING OR DEFEASING ANY OR ALL OF THE DISTRICT'S DEBT, BUT NOT TO EXCEED THE MAXIMUM NET EFFECTIVE INTEREST RATE OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING SUCH DEBT; ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE

DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5Q (District Intergovernmental Agreements as Debt)**

SHALL 232 METROPOLITAN DISTRICT DEBT BE INCREASED \$35,000,000 WITH A REPAYMENT COST OF \$224,000,000, AND SHALL 232 METROPOLITAN DISTRICT TAXES BE INCREASED \$224,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO CONSIST OF INTERGOVERNMENTAL AGREEMENTS OR OTHER CONTRACTS WITHOUT LIMIT AS TO TERM WITH ONE OR MORE POLITICAL SUBDIVISIONS OF THE STATE, GOVERNMENTAL UNITS, GOVERNMENTALLY-OWNED ENTERPRISES, OR OTHER PUBLIC ENTITIES, WHICH CONTRACTS WILL CONSTITUTE MULTIPLE FISCAL YEAR FINANCIAL OBLIGATIONS AND WHICH WILL OBLIGATE THE DISTRICT TO PAY, REIMBURSE OR FINANCE THE COSTS OF FINANCING, DESIGNING, ACQUIRING, CONSTRUCTING, COMPLETING OR OTHERWISE PROVIDING, AND THE COSTS OF OPERATING AND MAINTAINING, ANY PUBLIC IMPROVEMENT WHICH THE DISTRICT IS LAWFULLY AUTHORIZED TO PROVIDE, ALL AS MAY BE PROVIDED IN SUCH CONTRACTS, SUCH CONTRACT OBLIGATIONS TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, BE REFINANCED AT A NET EFFECTIVE INTEREST RATE NOT TO EXCEED THE MAXIMUM NET EFFECTIVE INTEREST RATE WITHOUT ADDITIONAL VOTER APPROVAL AND CONTAIN SUCH TERMS, NOT INCONSISTENT HERewith, AS THE DISTRICT BOARD OF DIRECTORS MAY DETERMINE; AND IN CONNECTION THEREWITH SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO PAY THE OBLIGATIONS OF THE CONTRACTS WHEN DUE, AND SHALL THE PROCEEDS OF THE CONTRACTS, THE REVENUES FROM ALL TAXES, FROM REVENUE SHARING AGREEMENTS, ANY OTHER REVENUES USED TO PAY THE OBLIGATIONS OF THE CONTRACTS AND ANY EARNINGS FROM THE INVESTMENT OF SUCH PROCEEDS AND REVENUES BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE 5R (Multi Fiscal Year IGA)**

SHALL 232 METROPOLITAN DISTRICT BE AUTHORIZED TO ENTER INTO ONE OR MORE INTERGOVERNMENTAL AGREEMENTS WITH ONE OR MORE POLITICAL SUBDIVISIONS OF THE STATE, GOVERNMENTAL UNITS, GOVERNMENTALLY-

OWNED ENTERPRISES, OR OTHER PUBLIC ENTITIES FOR THE PURPOSE OF JOINTLY FINANCING THE COSTS OF ANY PUBLIC IMPROVEMENTS, FACILITIES, SYSTEMS, PROGRAMS, OR PROJECTS WHICH THE DISTRICT MAY LAWFULLY PROVIDE, OR FOR THE PURPOSE OF PROVIDING FOR THE OPERATIONS AND MAINTENANCE OF THE DISTRICT AND ITS FACILITIES AND PROPERTIES, WHICH AGREEMENT MAY CONSTITUTE A MULTIPLE FISCAL YEAR FINANCIAL OBLIGATION OF THE DISTRICT TO THE EXTENT PROVIDED THEREIN AND OTHERWISE AUTHORIZED BY LAW, AND IN CONNECTION THEREWITH SHALL THE DISTRICT BE AUTHORIZED TO MAKE COVENANTS REGARDING THE ESTABLISHMENT AND USE OF AD VALOREM TAXES, RATES, FEES, PUBLIC IMPROVEMENT FEES, TOLLS, PENALTIES, AND OTHER CHARGES OR REVENUES OF THE DISTRICT, AND COVENANTS, REPRESENTATIONS, AND WARRANTIES AS TO OTHER MATTERS ARISING UNDER THE AGREEMENTS, ALL AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS?

**BALLOT QUESTION 501:**

Shall 232 Metropolitan District be organized?

**BALLOT QUESTION 502:**

Shall members of the board of directors of 232 Metropolitan District be authorized to serve without limitation on their terms of office pursuant to the right granted to the voters of the District in Article XVIII, Section 11 of the Colorado Constitution to lengthen, shorten, or eliminate the limitations on the terms of office imposed by such section?

**Exhibit H**  
**Underwriter Commitment Letter**



June 1, 2015

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

**RE: Proposed 232 Metropolitan District**

To Whom It May Concern:

We are engaged as investment banker for 232 Metropolitan District. We have reviewed the service plan and the cash flow analyses, which demonstrate the feasibility of the financing based on assumptions provided by the developer.

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

Please do not hesitate to contact me with questions.

Sincerely,

---

Samuel Sharp  
Managing Director

**Exhibit I**  
**Form of Disclosure**

## SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT

### 232 METROPOLITAN DISTRICT

As required pursuant to Section 32-1-104.8 of the Colorado Revised Statutes (“C.R.S.”) this Public Disclosure Document has been prepared by 232 Metropolitan District (the “District”) to provide information regarding the District.

### DISTRICT’S POWERS

The powers of the District, as authorized by Section 32-1-1004, C.R.S., and under its Service Plan, as approved by the Board of Trustees of the Town of Erie (“Town”) on \_\_\_\_\_, 2015, are to plan for, design, finance, acquire, construct, install, and operate and maintain certain public within and without the boundaries of the District as such power and authority is described in Section 32-1-101, *et seq.*, C.R.S. (the “Special District Act”), and other applicable statutes, common law, and the Constitution, subject to the limitations set forth in the District’s Service Plan.

### DISTRICT’S SERVICE PLAN

The District’s Service Plan, which can be amended from time to time, includes a description of the District’s powers and authority. A copy of the District’s Service Plan is available from the Division of Local Government in the State Department of Local Affairs (“Division”).

The 232 Metropolitan District is authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by Section 20 of Article X of the Colorado Constitution (“TABOR”), include issuing debt, levying taxes, and imposing fees and charges. Information concerning District directors, management, meetings, elections, and current taxes are provided annually in the Notice to Electors described in Section 32-1-809(1), C.R.S., which can be found at the District office, on file at the Division, or on file at the office of the Clerk and Recorder of Weld County.

The District expects to issue bonds that are paid by revenues produced from annual tax levies on the taxable property within the District and from other legally available revenues. Buyers of property within the District may investigate the financing plans of the District, proposed or existing mill levies of the District that are pledged to servicing such indebtedness, and the potential for an increase in such mill levies.

### DISTRICT MAP

A map of the District’s boundaries is attached hereto as Exhibit A.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

**EXHIBIT A  
TO SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT**

**District Map**

**Exhibit J**  
**Proof of Ownership and Encumbrances**

**Commonwealth Land Title Insurance Company**  
**COMMITMENT**  
**SCHEDULE A**

**Commitment No:** 451-H0433595-036-JY7

**1. Effective Date:** May 5, 2015 at 7:00 A.M.

**2. Policy or policies to be issued:**

Proposed Insured	Policy Amount
(a) NO POLICY TO ISSUE	\$0.00
(b) None	\$0.00
	\$

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

A Fee Simple

**4. Title to the estate or interest in the land is at the Effective Date vested in:**

Erie Exchange, LLC, a Colorado limited liability company

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

See Attached Legal Description

(for informational purposes only) Multiple Parcels, Erie, CO 99999

**PREMIUMS:**

TBD Commitment Fee 550.00

## Attached Legal Description

### **PARCEL 1:**

All of Lot B of that certain Recorded Exemption No. 1467-22-2-RE 1059, being a part of the North Half of the North Half (N  $\frac{1}{2}$  N  $\frac{1}{2}$ ) of Section 22, Township 1 North, Range 68 West of the 6<sup>th</sup> P.M., Town of Erie, County of Weld, State of Colorado, as recorded in Book 1176 under Reception No. 2120491, of the Weld County Records, and being more particularly described as follows:

Commencing at the Northeast Corner (NE Cor) of said Section 22, and considering the North Line of the Northeast Quarter (NE  $\frac{1}{4}$ ) of said Section 22 to bear South 89 Degrees 57'45" West, with all other bearings contained herein being relative thereto; thence South 89 Degrees 57'45" West, 625.00 feet to a point on the West Right-of-Way Line for I-25 as granted in Book 1483 at Page 84, Reception No. 1259345, Weld County Records, and the True Point of Beginning;

Thence Southerly along said West Right-of-way Line by the following Four (4) courses:

South 00 Degrees 11'52" West, 30.00 feet;

South 78 Degrees 42'08" East, 152.90 feet;

South 12 Degrees 04'08" East, 1059.30 feet;

South 00 Degrees 11'52" West, 227.85 feet to a point on the South Line of said North Half of the North Half (N  $\frac{1}{2}$  N  $\frac{1}{2}$ ) of said Section 22;

Thence North 89 Degrees 59'54" West, 4886.15 feet along said South Line to the Southeast Corner (SE Cor) of a parcel of land described in Book 596, Reception No. 1517890, Weld County Records;

Thence along the perimeter of said described parcel by the following Three (3) courses:

North 00 Degrees 03'24" West, 228.00 feet;

North 89 Degrees 59'54" West, 190.00 feet;

South 00 Degrees 03'24" East, 228.00 feet to a point on the South Line of said North Half of the North Half (N  $\frac{1}{2}$  N  $\frac{1}{2}$ ); thence North 89 Degrees 59'54" West, 30.00 feet to the Southwest Corner (SW Cor) of said North Half of the North half (N  $\frac{1}{2}$  N  $\frac{1}{2}$ ) of Section 22;

Thence North 00 Degrees 03'24" West, 568.20 feet along the West Line of the Northwest (NW  $\frac{1}{4}$ ) of said Section 22 to the Southwest Corner (SW Cor) of a parcel of land described in Book 757, Page 521, Weld County Records;

Thence along the perimeter of said described parcel by the following Two (2) courses:

South 55 Degrees 50'53" East, 165.66 feet;

North 00 Degrees 03'24" West, 847.00 feet to a point on the North line of said Northwest Quarter (NW  $\frac{1}{4}$ );

Thence North 90 Degrees 00'00" East, 633.00 feet along said North Line to the Northwest Corner (NW Cor) of Lot A of said

Recorded Exemption No. 1059;

Thence along the perimeter of said Lot A by the following

Three (3) courses:

South 01 Degrees 10'00" West, 865.12 feet;

North 90 Degrees 00'00" East, 365.20 feet;

North 01 Degrees 10'00" East, 865.12 feet to a point on the North Line of said Northwest Quarter (NW  $\frac{1}{4}$ );

Thence North 90 Degrees 00'00" East, 1546.53 feet to the North Quarter Corner (N  $\frac{1}{4}$  Cor) of said Section 22;

thence North 89 Degrees 57'45" East, 2055.20 feet to the True Point of Beginning.

EXCEPTING THEREFROM that portion platted as Erie Exchange Filing No. 1, Final Plat of Block 7, 8, 9, recorded September 29, 1994 in Book 1461 at Reception No. 2408795 and November 20, 1995 Book 1519 at Reception No. 2464287,

ALSO EXCEPT that portion platted as Erie Exchange Filing No. 3 recorded September 15, 1997 in Book 1626 at Reception No. 2568889.

ALSO EXCEPTING those parcels awarded to The Department of Transportation, State of Colorado, by Rule and Order recorded October 22, 2003 at [Reception No. 3119599](#).

ALSO EXCEPT a tract of land conveyed to the Town of Erie by deed recorded July 14, 2004 at Reception No. 3198666.

**PARCEL 2:**

Tract B;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, Block 7;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 8;

And

Lots 1, 2, 3, 4, 5, 6, and 7, Block 9,

ALL IN ERIE EXCHANGE, Town of Erie,

County of Weld, State of Colorado.

EXCEPTING THEREFROM those parcels awarded to The Department of Transportation, State of Colorado by Rule and Order recorded October 22, 2003 at [Reception No. 3119599](#).

**PARCEL 3:**

Lots 1, 2, 3 and 4, Block 2;

ERIE EXCHANGE FILING NO. 3,

Town of Erie,

County of Weld, State of Colorado.

**SCHEDULE B – Section 1**

**Requirements**

**The following requirements must be met:**

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

**No Policy to be Issued – Informational Commitment Only**

END OF REQUIREMENTS

## SCHEDULE B – Section 2

### Exceptions

**Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:**

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings By a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency of by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Any and all unpaid taxes and/or assessments.
9. Any and all existing leases or tenancies.
10. Rights of way for County Roads 30 feet on either side of Section and Township lines, as established by the Board of County Commissioners for Weld County, recorded October 14, 1889 in [Book 86 at Page 273](#).
11. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded February 6, 1895 in [Book 51 at Page 274](#); and any and all assignments thereof or interest therein.
12. Certificate of Location of the Diamond Oil #10 Placer Claim recorded March 15, 1902 in [Book 190 at Page 226](#).
13. Approval-Certification-Determination instruments recorded January 23, 1976 in Book 758 at [Reception No. 1679573](#), recorded February 24, 1976 in Book 760 at [Reception No. 1681934](#), recorded June 1, 1976 in Book 768 at [Reception No. 1689897](#) and recorded October 28, 1976 in Book 780 at [Reception No. 1702289](#).

14. Resolution regarding Geological Hazards and Flood Plains recorded May 22, 1978 in Book 832 at [Reception No. 1754239](#).
15. Geological Hazard Area Map recorded May 22, 1978 in Book 832 at [Reception No. 1754240](#).
16. An Oil and Gas Lease, from Gertrude Allen as Lessor(s) to Amoco Production Company as Lessee(s) dated June 19, 1979, recorded July 23, 1979 at [Reception No. 1797611](#), and any and all assignments thereof or interests therein.
17. An Oil and Gas Lease, from Raymond F. Armstrong and Roberta H. Armstrong as Lessor(s) to Amoco Production Company as Lessee(s) dated June 20, 1979, recorded July 26, 1979 in Book 876 at [Reception No. 1798037](#), and any and all assignments thereof or interests therein.
18. An Oil and Gas Lease, from Richard Thomas Cosslett as Lessor(s) to Amoco Production Company as Lessee(s) dated June 19, 1979, recorded July 26, 1979 in Book 876 at [Reception No. 1798038](#), and any and all assignments thereof or interests therein.
19. An Oil and Gas Lease, from Fern Hathaway and Ed Hathaway as Lessor(s) to Amoco Production Company as Lessee(s) dated June 19, 1979, recorded August 7, 1979 in Book 877 at [Reception No. 1799136](#), and any and all assignments thereof or interests therein.
20. An Oil and Gas Lease, from Estate of Effie Tierney as Lessor(s) to Amoco Production Company as Lessee(s) dated June 20, 1979, recorded August 13, 1979 in Book 878 at [Reception No. 1799743](#), and any and all assignments thereof or interests therein.
21. An Oil and Gas Lease, from Roberta H. Hensley as Lessor(s) to Amoco Production Company as Lessee(s) dated February 7, 1980, recorded April 3, 1980 in Book 899 at [Reception No. 1821365](#), and any and all assignments thereof or interests therein.
22. An easement for pipe lines and incidental purposes granted to The Panhandle Eastern Pipe Line Company by the instrument recorded May 11, 1983 at [Reception No. 1926647](#).
23. Any water rights or claims or title to water, in, on or under the land.
24. Terms, conditions, provisions, agreements and obligations specified under the Annexation Agreement by and between Town of Erie, Intrust Bank of Greeley n/k/a United Bank of Greeley and John F. Orr and Fred J. Orr recorded October 12, 1989 at [Reception No. 2194430](#) and re-recorded June 19, 1995 at [Reception No. 2443152](#) and Annexation Map recorded October 12, 1989 at [Reception No. 2194437](#).
25. Terms, conditions, provisions, agreements and obligations specified under the Zoning Ordinance recorded October 12, 1989 at [Reception No. 2194432](#).
26. An easement for pipelines and incidental purposes granted to Rocky Mountain Natural Gas Division of K N Energy, Inc. by the instrument recorded June 3, 1994 at [Reception No. 2391642](#).
27. An easement for electric facilities and incidental purposes granted to United Power, Inc., by the instrument recorded September 20, 1991 at [Reception No. 2263759](#).
28. Community Ditch and all rights of way therefore. (Parcel 1)

29. An easement for pipelines and incidental purposes granted to Vessels Oil & Gas Company by the instrument recorded December 8, 1986 in Book 1137 at [Reception No. 2079742](#). (Parcel 1 and 2).
30. All matters as set forth on Site Development Plan for Building Materials Processing Facility, recorded March 28, 1991 in Book 1294 at [Reception No. 2245271](#). (Parcels 1 and 2)
31. An easement for utilities and incidental purposes granted to Denver Cellular Telephone Company by the instrument recorded January 20, 1992 in Book 1323 at [Reception No. 2275592](#). (Parcel 1 and 3).
32. All matters as set forth on Site Development Plan for Erie Exchange Cellular One recorded February 14, 1992 in Book 1326 at [Reception No. 2278113](#).
33. An easement for electric line and incidental purposes granted to United Power, Inc. by the instrument recorded December 16, 1993 in Book 1417 at [Reception No. 2364480](#). (Parcel 1 and Block 8 of Parcel 2).
34. An easement for electric line and incidental purposes granted to United Power, Inc. by the instrument recorded August 4, 1994 in Book 1453 at [Reception No. 2400999](#). (Lot 4, Block 2 of Parcel 3)
35. Terms, conditions, provisions, agreements and obligations specified under the Development Agreement recorded September 29, 1994 in Book 1461 at [Reception No. 2408794](#) and re-recorded May 10, 1995 in Book 1491 at [Reception No. 2437795](#). (Parcels 1, 2 and 3)
36. Terms, agreements, provisions, conditions and obligations of a Lease, executed by Fred J. Orr and John F. Orr, as Lessor(s) and CenCall, Inc. as Lessee(s), for a term of 5 years and 3 extension terms of 5 years each, recorded December 30, 1994 in Book 1473 at [Reception No. 2421099](#). ( Lot 4, Block 2 of Parcel 3) Memorandum of Purchase and Sale of Lease and Successor Lease recorded May 21, 2012 at [Reception No. 3847234](#). Assignment to Winthorpe Capital, LLC recorded May 21, 2012 at [Reception No. 3847235](#).
36. Terms, agreements, provisions, conditions and obligations of a Memorandum of Lease, executed by Fred J. Orr and John F. Orr, as Lessor(s) and Western PCS III License Corporation, recorded October 21, 1996 at [Reception No. 2516636](#). Memorandum of Purchase and Sale of Lease and Successor Lease recorded May 21, 2012 at [Reception No. 3847236](#). Memorandum of Amendment to Site Lease with Option, recorded July 1, 2013 at [Reception No. 3944285](#). Memorandum of Master Prepaid Lease and Management Agreement, recorded March 11, 2014 [at Reception No. 4001230](#).
36. Terms, agreements, provisions, conditions and obligations of a Memorandum of Lease, executed by Winthorpe Capital, LLC and SpectraSite Communications, recorded December 31, 2013 at [Reception No. 3987144](#).
37. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded July 2, 1996 in Book 1554 at [Reception No. 2499427](#). Provisions regarding race, color, creed, and national origin, if any, are deleted. (Parcels 1, 2 and 3)
38. The following items as set forth on the plat of Erie Exchange, to-wit:
  - a. Notes, easements and rights of way. (Parcel 2)
39. Terms, conditions, provisions, agreements and obligations specified under the Approval of Erie Exchange Filing No. 3 recorded September 15, 1997 in Book 1626 at [Reception No. 2568885](#). (Parcel 3)

40. The following items as set forth on the plat of Erie Exchange Filing No. 3, to-wit:
  - a. Notes, easements and rights of way. (Parcel 3)
41. An easement for electric line and incidental purposes granted to United Power, Inc. by the instrument recorded May 5, 2004 at [Reception No. 3177194](#). (Parcel 3)
42. Easements and rights of access, as awarded to the Department of Transportation, State of Colorado, by Rule and Order recorded October 22, 2003 at [Reception No. 3119599](#).
36. Memorandum of Compatible Development and Surface Use Agreement, recorded April 23, 2015 at [Reception No. 4101460](#).
43. The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property:
  - A. Mountain Bell Telephone Company, recorded October 1, 1981 in Book 949 at [Reception Number 1870705](#).
  - B. Western Slope Gas Company, recorded March 19, 1983 in Book 990 at [Reception Number 1919757](#).
  - C. Associated Natural Gas, Inc., recorded July 20, 1984 in Book 1037 at [Reception Number 1974810](#), October 1, 1984 in Book 1045 at [Reception Number 1983584](#), March 3, 1988 in Book 1187 at [Reception Number 2132709](#) and April 10, 1989 in Book 1229 at [Reception Number 2175917](#).
  - D. Panhandle Eastern Pipe Line Company, recorded October 1, 1981 in Book 949 at [Reception Number 1870756](#) and June 26, 1986 in Book 1117 at [Reception Number 2058722](#).
  - E. Colorado Interstate Gas Company, recorded August 31, 1984 in Book 1041 at [Reception Number 1979784](#).
  - F. Union Rural Electric Association, Inc., recorded October 5, 1981 in Book 949 at [Reception Number 1871004](#).
  - G. Western Gas Supply Company, recorded April 2, 1985 in Book 1063 at [Reception Number 2004300](#).
  - H. Public Service Company of Colorado, recorded November 9, 1981 in Book 952 at [Reception Number 1874084](#).

END OF EXCEPTIONS

# ATTACHMENT C

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

THIS AGREEMENT is made and entered into by and between the **Town of Erie**, a municipal corporation of the State of Colorado ("Town"), and **232 Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District").

**RECITALS**

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan dated \_\_\_\_\_, 2015, as amended from time to time by Town approval ("Service Plan"); and

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

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

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

**COVENANTS AND AGREEMENTS**

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

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

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

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

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

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

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

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

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

Town of Erie  
Town Administrator  
PO Box 750  
Erie, Colorado 80516

232 Metropolitan District  
c/o McGeady Sisneros, P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Attn: MaryAnn McGeady

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

**232 METROPOLITAN DISTRICT**

BY: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Secretary

**TOWN OF ERIE, COLORADO**

By: \_\_\_\_\_  
Mayor

ATTEST:

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

**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
**Board Meeting Date: August 25, 2015**

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**SUBJECT:** **ORDINANCES**  
**Consideration of Ordinance 21-2015:** An Ordinance Of The Town Of Erie, Colorado, Repealing The June 2015 Title 10, "Unified Development Code," Of The Municipal Code; Adopting By Reference the "August 2015 Title 10 Unified Development Code;" Providing For The Effective Date Of This Ordinance; Setting Forth Details in Relation Thereto; And; Declaring An Emergency Therefore.

**PURPOSE:** Amendments to Title 10 of the Municipal Code.

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

**DEPARTMENT:** Community Development

**PRESENTER:** Barbara Green, Board of Trustees Special Counsel

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

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**STAFF RECOMMENDATION:** n/a

**PLANNING COMMISSION RECOMMENDATION:** On August 19, 2015, the Planning Commission considered the proposed amendments and recommended (5-1) that the proposed Code Amendments be approved by the Board of Trustees by approving Resolution P15-25.

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**SUMMARY AND BACKGROUND OF SUBJECT MATTER**

Per Board of Trustees direction, the Town's Special Counsel is proposing an amendment to Title 10 and has provided the proposed amendment attached to Ordinance 21-2015 as Exhibit A.

Barbara Green of Sullivan Green Seavy will present the proposed Code amendments to the Board of Trustees and be available to answer questions.

**STAFF REVIEW AND ANALYSIS**

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**Amendment Approval Criteria:**

The application to amend Title 10 of the Municipal Code of the Town of Erie, Colorado may be approved if the Board of Trustees finds that the approval criteria of Chapter 7.21.C.9 have been met:

- a. The proposed amendment will promote the public health, safety, and general welfare;
- b. The proposed amendment is consistent with the Town's Comprehensive Master Plan and the

- stated purposes of the Code; and
- c. The proposed amendment is necessary of desirable because of changing conditions, new planning concepts, or other social or economic conditions.

**Public Notice:**

The required public notice for the Title 10 Amendment is in compliance with Section 7.2.F of the Code and C.R.S. 31-16-203 (which requires two published notices when a Title of a Code is adopted by reference); with published notice in the Colorado Hometown Weekly on August 5, 2015 and August 12, 2015.

Mailed and posted notice is not required for amendments to Title 10.

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**Staff Review:**

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

**Approved by:**

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

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**ATTACHMENTS:**

- A. Ordinance 21-2015
- B. Planning Commission Resolution P15-25 and draft meeting minutes
- C. Comment Letters

# ATTACHMENT A

**ORDINANCE NO. 21-2015**  
**Series 2015**

**AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, REPEALING THE JUNE 2015 TITLE 10 UNIFIED DEVELOPMENT CODE; ADOPTING BY REFERENCE THE AUGUST 2015 TITLE 10 UNIFIED DEVELOPMENT CODE; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; SETTING FORTH DETAILS IN RELATION THERETO; AND, DECLARING AN EMERGENCY THEREFORE.**

**WHEREAS**, It has been determined by the Board of Trustees of the Town of Erie, Colorado, that it is necessary to repeal the June 2015 Title 10 Unified Development Code and to adopt, by reference, the “August 2015 Title 10 Unified Development Code,” published by the Town of Erie in August, 2015, setting forth the zoning regulations, development code and design guidelines of the Town of Erie; and,

**WHEREAS**, the Colorado state statutes provide that the August 2015 Title 10 Unified Development Code as set forth above may be adopted by reference; and,

**WHEREAS**, after the introduction of this adopting Ordinance a public hearing was scheduled and held following notice of the public hearing published twice, once as least fifteen (15) days preceding the public hearing and once at least eight (8) days preceding the public hearing, as required by Colorado statute; and,

**WHEREAS**, three (3) copies of the August 2015 Title 10 Unified Development Code were and are on file in the Town of Erie Clerk’s office; and,

**WHEREAS**, for reference and review, the specific changes to the June 2015 Title 10 Unified Development Code made by this Ordinance are set forth in “Exhibit A,” attached hereto and incorporated herein by this reference; and,

**WHEREAS**, all penalty clauses, if any, contained in the August 2015 Title 10 Unified Development Code are set forth in full herein and shall be published along with this adopting Ordinance in full upon adoption; and,

**WHEREAS**, adoption by the Town of Erie, by reference, of the August 2015 Title 10 Unified Development Code it is deemed to be in the best interest of the residents of the Town of Erie and necessary to the immediate preservation of the public property, health, safety, and welfare of the Town and for the financial well being of the Town.

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

Section 1. The June 2015 Title 10 Unified Development Code is hereby repealed in its entirety.

Section 2. The August 2015 Title 10 Unified Development Code, three (3) copies of which are on file in the Town of Erie Clerk's office, is hereby adopted by reference.

Section 3. The August 2015 Title 10 Unified Development Code adopted herein by reference contains the following penalty clauses:

#### 10-10-4: REMEDIES AND PENALTIES:

The community development director shall have the following remedies and powers to enforce this title:

##### A. Civil Remedies And Enforcement Powers:

1. Deny/Withhold Entitlements: The community development director may deny or withhold all entitlements, including certificates of occupancy, or other forms of authorization to use or develop any land, structure, or improvements, until an alleged violation, associated civil penalty, and/or lien resulting from a previous final order related to such property, use, or development is corrected. This subsection A1 shall apply whether or not the current owner or applicant for the permit or other approval is responsible for the violation.
2. Revoke Entitlements:
  - a. Any entitlement or other form of authorization required under this title may be revoked when the community development director determines that:
    - (1) There is a departure from the approved plans, specifications, limitations, or conditions as required under the entitlement;
    - (2) The entitlement was procured by false representation;
    - (3) The entitlement was issued in error; or
    - (4) There is a violation of any provision of this title.
  - b. Written notice of revocation shall be served upon the property owner, agent, applicant, or other person to whom the entitlement was issued, or such notice may be posted in a prominent location at the place of violation. No work or construction shall proceed after service of the revocation notice. An entitlement shall only be revoked by way of a procedure that is equivalent (in terms of due process) to the proceeding that originally granted the entitlement.
3. Stop Work Orders:
  - a. Whenever any building or structure or site or part thereof is being demolished, constructed, reconstructed, altered, or repaired in a hazardous manner, in substantial violation of any state or local building law, or in a manner that endangers life or property, the community development director has the authority to issue a stop work order for the specific part of the work that is in violation or presents the hazard.

- b. With or without revoking permits, the community development director may issue an order to stop work on any property on which there is an uncorrected violation of either a provision of this title or a provision of an entitlement or other form of authorization issued under this title.
  - c. The stop work order shall be in writing and posted at the site of the work, and shall specify the provisions of this title or other law allegedly in violation. After any such order has been posted, no work shall proceed on any building, other structure, or tract of land covered by such order, except to correct such violation or comply with the order.
  - d. Once conditions for resumption of the work have been met, the community development director shall rescind the stop work order.
- 4. Civil Penalties: Violation of this title may be punishable through imposition of a civil penalty as set forth in this municipal code.
- 5. Injunctive Relief: The community development director may seek injunctive relief or other appropriate relief in district court or other court of competent jurisdiction against any person who fails to comply with any provision of this title or any requirement or condition imposed pursuant to this title. In any court proceedings in which the town seeks a preliminary injunction, it shall be presumed that a violation of this title is a real, immediate, and irreparable injury to the public; that the public will be irreparably injured by the continuation of the violation unless the violation is enjoined; and that there is no plain and adequate remedy at law for the subject violation of this title.
- 6. Abatement: The town may abate the violation pursuant to this subsection A6:
  - a. Before action is taken to abate a violation, a final warning notice shall be posted on the property and served personally or by certified mail, with return receipt required, to the owner of record of the property.
  - b. Unless this notice is appealed, pursuant to section [10-7-22](#) of this title, to the board of adjustment within ten (10) days of the posting of the final warning, the community development director shall proceed to abate the violation.
  - c. The community development director shall keep an account of the cost, including incidental expenses, incurred by the town in the abatement of any violation. The community development director shall forward a bill for collection to the violator and owner of record of the property specifying the nature and costs of the work performed. For purposes of this subsection A.6.c, the term "incidental expenses" shall include, but not be limited to, the actual expenses and costs to the town in the preparation of the notices, specifications and contracts, work inspection, and interest from the date of completion at the rate prescribed by law for delinquent real property taxes.
  - d. The responsibility for payment of the charges for abatement as set forth in this subsection A6 shall rest solely upon the owners of the property upon which the abatement occurred. Such charges become a lien upon the real property upon which the violation was located. When charges for abatement remain unpaid after thirty (30) days from billing, the community

development director shall record a claim of lien at the district recorder's office. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state or municipal property taxes with which it shall be upon a parity. The lien shall continue until the charges and all interest due and payable thereon are paid.

**B. Criminal Remedies And Enforcement Powers:**

1. Misdemeanor: A person shall be guilty of a misdemeanor upon conviction in any case where a violation of this title exists, where notice of violation, including any stop work, enforcement, or compliance order has been properly served, and where such person fails to comply with such notice or stop work, enforcement, or compliance order.
2. Penalty: Persons found guilty of a misdemeanor pursuant to this subsection shall be punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment for not more than ten (10) days, or by both such fine or imprisonment, for each violation.

**C. Remedies Cumulative:** The remedies provided for violations of this title, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

Section 4. All references to Title 10, "Unified Development Code and Design Guidelines," as contained in the Erie Municipal Code and all references to the June 2015 Title 10 Unified Development Code, and earlier versions of the Unified Development Code and Design Guidelines shall now refer to the August 2015 Title 10 Unified Development Code as adopted by reference herein.

Section 5. 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 of parts may be declared invalid or unconstitutional.

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

Section 7. Reason for Emergency. Applications under the Town's current Unified Development Code for oil and gas wells and production facilities are proliferating in the Town, and the current oil and gas regulations as contained in the Town's Unified Development Code are old and inadequate to address current health and land use issues related to oil and gas wells, production facilities and drilling. The need for new regulations to address current health and land

use issues related to oil and gas wells, production facilities and drilling is immediate and pressing.

Section 8. Emergency Declared. For the reasons stated herein, the Board of Trustees for the Town of Erie, Colorado hereby declares an emergency to exist concerning the subject matter of this Ordinance and its immediate effect is necessary in order to preserve and protect the public property, health, safety, and welfare of the Town and for the financial well being of the Town.

Section 9. The within emergency ordinance shall take effect upon final adoption.

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

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

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

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

ATTEST:

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

## EXHIBIT A

### AMENDMENTS TO JUNE 2015 TITLE 10 UNIFIED DEVELOPMENT CODE

#### Part I.

New text is underlined; deleted text is shown with ~~strike through~~.

#### 1. **Chapter 3, Use Regulations**

##### Section 10.3.2, Use Specific Standards

DELETE **Section 10.3.2 D.3**, Oil and Gas Facilities, and revise the numbering as necessary.

##### ~~3. Oil And Gas Facilities~~

##### ~~a. *Setbacks*~~

~~Wells and any associated oil and gas operation facility or structure (above ground) shall be set back in accordance with State of Colorado Oil & Gas Conservation Commission Regulations, as amended.~~

##### ~~b. *Access Roads*~~

~~Access roads on the site and access points to public streets shall be reviewed by the Public Works Department and shall be built and maintained in accordance with the Town standards.~~

~~All erosion control, access and oversize or overweight vehicle permits must be obtained from the Public Works Department prior to beginning operation. All proposed transportation routes to the site shall also be reviewed and approved by the Public Works Department to minimize traffic hazards and adverse impacts on public streets. Existing streets shall be used to minimize land disturbance unless traffic safety, visual or noise concerns, or other adverse surface impacts clearly dictate otherwise.~~

Access roads to well and production facilities shall be improved from the point of connection to a street a minimum distance of 200 feet on the access road. The access road shall be improved as a hard surface (concrete or asphalt) for the first 100 feet from the street and then improved as a crushed surface (concrete or asphalt) for 100 feet past the hard surface in the appropriate depth to support the weight load requirements of the vehicles accessing the well and production facilities. If an access road intersects with a pedestrian trail or walk, the developer shall pave, as a hard surface (concrete or asphalt), the access road 100 feet either side of the trail or walk and if necessary, replace the trail or walk to address the weight load requirements of the vehicles accessing the well and production facilities.

*e. Fencing*

Oil and gas well facilities (above ground) within the Town of Erie are required to be fenced with wrought iron fencing or *Ameristar Impasse* or *Stronghold* fencing or approved equivalent, as determined by the Community Development Director. The fencing color shall be bronze unless the Community Development Director approves black fencing. Black fencing will only be approved by the Community Development Director if fencing or site furnishings in the adjacent developments have approved black elements.

*d. Oil and Gas Operation Facility or Structure Color*

Oil and gas operation facilities or structures (above ground) such as tanks shall be painted a color designated by the Community Development Director.

**2. Chapter 6, Development and Design Standards**

Section 10.6.4, Landscaping, Screening, and Fencing

AMEND **Section 10.6.4.H.5.c.ii** as follows:

H. Fencing and Walls

5. Height Restrictions

c. No fence in any district shall exceed 6 feet in height; except:

**ii.** Fences in the LI and AP districts ~~and surrounding oil and gas wells and production facilities in any district~~ may be up to 8 feet in height;

AMEND **Section 10.6.4.H.7.a** as follows:

H. Fencing and Walls

7. Restrictions Regarding Certain Materials

a. Fences in the RC, LI, PD and AP zoning districts ~~and surrounding oil and gas wells and production facilities in any district~~ may include up to 4 strands of barbless wire, with the lowest strand at least 6 feet above ground level. The barbless wire may be placed vertically or at a 45 degree angle; provided, that it does not extend across the property line.

### **3. Chapter 6, Development and Design standards**

Section 10.6.14, Oil and Gas Wells and Production Facilities

REVISE **Section 10.6.14, Oil and Gas Wells and Production Facilities**, as follows.

*Amend* Section title:

**Section 10.6.14, Development and Design Standards to Accommodate Oil and Gas Wells and Production Facilities**

*Amend* **Section 10.6.14.A.4:**

A. Existing Oil and Gas Wells and Production Facilities

4. Developments with existing oil and gas wells and associated above ground production facilities shall add fencing to non-fenced wells and facilities or upgrade fencing for wells

and facilities in conformance with the following requirements. ~~to be in compliance with Subsection 3.2.D.3.c of this UDC. All proposed fencing changes shall be approved by the mineral right owner either before Final Plat approval or for sites already platted, before Site Plan approval.~~

a. Oil and gas well facilities (above ground) within the Town of Erie shall be fenced with wrought iron fencing or Ameristar Impasse or Stronghold fencing or approved equivalent, as determined by the Community Development Director.

b. The fencing color shall be bronze unless the Community Development Director approves black fencing. Black fencing will only be approved by the Community Development Director if fencing or site furnishings in the adjacent developments have approved black elements.

c. All proposed fencing changes shall be approved by the mineral right owner before Final Plat approval or for sites already platted, before Site Plan approval.

*Delete Section 10.6.14.C:*

~~C. Relocation of Oil and Gas Wells, Production Facilities and Pipelines~~

~~1. Relocation of oil and gas wells, production facilities and flow lines associated with development shall be reviewed and approved by the Town through the subdivision process.~~

~~2. Relocation, recordation of vacation of easements and recordation of new easements shall~~

~~be finalized and copies submitted to the Town before a Final Plat is approved.~~

*Amend* **Section 10.6.14.E.4.b:**

E. Future Oil and Gas Wells and Production Facilities

4. The following setbacks shall be provided to future oil and gas wells and above ground production facilities:

b. Street right-of-ways shall be setback a minimum of 150 feet from future oil and gas wells and above ground facilities.

**4. Chapter 7**

Review and Approval Procedures

**DELETE Section 10.7.13.F**

~~13. Special Review Use~~

~~F. Operator Agreement~~

~~The Town may enter into an Operator Agreement with an oil and gas operator governing proposed mining and mineral extraction. IN the event that such an Operator Agreement is approved by the Town Board of Trustees, such mining and mineral extraction is exempt from the requirement for Special Review Use approval under this Section 10.7.13 and from Site Plan Review under Section 10.7.12, unless such Operator Agreement provides otherwise.~~

**5. Chapter 11, Definitions**

Section 10.11.3 Terms Defined.

AMEND definition of **Mining and Mineral Extraction** as follows:

The extraction of minerals, including oil and gas and solids like coal and other ores, from their natural occurrences on affected land.

AMEND definition of **Oil and Gas Well Gathering Lines** to be the same definition used in the Oil and Gas Regulations.

A pipeline which transports natural gas beyond leasehold gas metering equipment to a

~~compressor facility, processing plant or interstate pipeline connection.~~

A pipeline and equipment that transports gas from a production facility (ordinarily commencing downstream of the final production separator at the inlet flange of the custody transfer meter) to a natural gas processing plant or transmission line or main. The term “gathering line” includes valves, metering equipment, communication equipment, cathodic protection facilities, and pig launchers and receivers, but does not include dehydrators, treaters, tanks, separators, or compressors located downstream of the final production facilities and upstream of the natural gas processing plants, transmission lines, or main lines.

DELETE definition of **Operator Agreement**:

~~OPERATOR AGREEMENT~~

~~An agreement between the Town and an oil and gas operator establishing Best Management Practices and/or other terms and conditions for Mining and Mineral Extraction~~

DELETE definition of **Oil and Gas Operator**:

~~OIL AND GAS OPERATOR.~~

~~The individual or firm engage in all or a portion of the extraction of oil and gas.~~

Part II.

New CHAPTER 12: REGULATIONS FOR OIL AND GAS OPERATIONS, to read as follows:

CHAPTER 12: REGULATIONS FOR OIL AND GAS OPERATIONS

<b>10.12.1</b>	<b>GENERAL PROVISIONS.....</b>	<b>1</b>
A.	Title and Citation .....	1
B.	Purpose.....	1
C.	Authority .....	1
D.	Oil and Gas Permit Required .....	1
E.	Applicability .....	1
F.	Exemptions from these Regulations .....	2
G.	Expansion of Operations Existing at the Time of the Effective Date of These Regulations .....	2

	H.	Severability .....	2
	I.	Definitions .....	3
<b>10.12.2</b>		<b>PERMIT APPLICATION PROCESS FOR OIL AND GAS OPERATIONS</b>	<b>7</b>
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	C.	Permit Application Fee .....	7
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<b>10.12.3</b>		<b>PERMIT PROCESS FOR OIL AND GAS OPERATIONS AND NOTICE OF RECOMPLETION OF EXISTING WELLS</b> .....	<b>13</b>
	A.	Pre-Application Conference and Permit Classification .....	13
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	D.	Type A Permit Review and Planning Commission Decision Process .....	17
	E.	Type B Permit Review and Decision.....	24
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## CHAPTER 12: REGULATIONS FOR OIL AND GAS OPERATIONS

### 10.12.1 GENERAL PROVISIONS

#### A. Title and Citation

These Regulations are entitled and may be cited as the "Regulations for Oil and Gas Operations."

#### B. Purpose

The purpose of these Regulations is to provide a framework for the responsible exploration and production of oil and gas resources in a manner that preserves other natural resources, that is sensitive to surrounding land uses, and that mitigates adverse impacts to and protects public health, safety, welfare and the environment of the Town. These standards are not intended to supersede state laws, regulations or rules pertaining to oil and gas development, but rather are meant to supplement those requirements where appropriate, and to address areas of regulation where none has been established by the state.

#### C. Authority

This section is adopted pursuant to C.R.S. § 31-15-401, C.R.S. and §§ 29-20-101 et seq.,

#### D. Oil and Gas Permit Required

Oil and Gas Operations to be located wholly or partially within the municipal boundaries on public or private lands require an Oil and Gas Permit issued pursuant to these Regulations.

##### 1. Type A Permit.

Planning Commission review and decision, subject to call-up by Board of Trustees. Public hearing is not required. See Section 10.12.3.D.

##### 2. Type B Permit.

Director review, public hearing and recommendation by Planning Commission, public hearing and decision by Board of Trustees. See Section 10.12.3.E.

#### E. Applicability

1. New or expanded Oil and Gas Operations within the Town are subject these Regulations. These Regulations take the place of the existing special review use process. In the event that the provisions of these Regulations conflict with any

other provisions of the UDC, this section shall supersede as it applies to Oil and Gas Operations.

2. Oil and Gas Permits issued pursuant to these Regulations shall encompass within its authorization the right of the Operator, its agents, employees, subcontractors, independent contractors, or any other person to perform that work reasonably necessary to conduct the activities authorized by the permit, subject to all other applicable Town regulations and requirements.

#### **F. Exemptions from these Regulations**

1. **Operator Agreement**

An Operator Agreement approved by the Town Board of Trustees may, by its terms, exempt the proposed Oil and Gas Operation from these Regulations.

2. **Continuation of Existing Operations**

Oil and Gas Operations that are in existence on the effective date of these Regulations or that are located within territory which thereafter is annexed to the Town may continue operating without the issuance of an Oil and Gas Permit under these Regulations.

3. **Recompletion of Existing Wells**

Recompletion of wells in existence as of the effective date of these regulations shall be reviewed in accordance with Section 10.12.3.F.

#### **G. Expansion of Operations Existing at the Time of the Effective Date of These Regulations**

Expansion of existing oil and gas operations is subject to these Regulations. "Expansion" includes:

1. Expansion of existing Oil and Gas Operations.
2. Installation of new wells on existing well pad sites.
3. Expansion of the areas of existing well pad sites

#### **H. Severability**

If any section, clause, provision, or portion of these Regulations should be found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, the remainder of these Regulations shall not be affected thereby and is hereby declared to be necessary for the public health, safety and welfare.

#### **I. Definitions**

##### **Closed Loop Drilling Process or System**

A closed loop mud drilling system typically consists of steel tanks for mud mixing and storage and the use of solids removal equipment which normally includes some combination of shale shakers, mud cleaners and centrifuges sitting on top of the mud tanks. This equipment separates drill cutting solids from the mud stream coming out of the wellbore while retaining the water or fluid portion to be reused to continue drilling the well bore. The solids are placed in containment, either a shallow lined pit or an above ground container, provided on location. The system differs from conventional drilling where a reserve pit is used to allow gravitational settling of the solids from the mud which can then be reused. A Closed Loop Drilling System does not include use of a Conventional Reserve Drilling Pit.

**Degradation**

Lowering in grade or desirability; lessening in quality.

**Director**

Community Development Director or the Director's representative.

**Exploration and Production Waste**

Those wastes associated with Oil and Gas Operations to locate or remove oil or gas from the ground or to remove impurities from such substances and which are uniquely associated with and intrinsic to oil and gas exploration, development or production activities that are exempt from regulation under the Resource Conservation and Recovery Act (RCRA).

**Flare Pit**

A pit used exclusively for flaring gas.

**Flowlines**

Those segments of pipe from the wellhead downstream through the production facilities ending at:

- (a) In the case of gas lines, the gas metering equipment; or
- (b) In the case of oil lines, the oil loading point or LACT unit; or
- (c) In the case of water lines, the water loading point, the point of discharge to a pit, the injection wellhead, or the permitted surface water discharge point.

**Gathering Line**

A pipeline and equipment that transports gas from a production facility (ordinarily commencing downstream of the final production separator at the inlet flange of the custody transfer meter) to a natural gas processing plant or transmission line or main. The term "gathering line" includes valves, metering equipment, communication equipment, cathodic protection facilities, and pig launchers and receivers, but does not include dehydrators, treaters, tanks, separators, or compressors located downstream of the final production facilities and upstream of the natural gas processing plants, transmission lines, or main lines.

**Geologic Hazards**

Terrain and geological traits that pose a risk of causing damage to property or human life, including subsurface features such as fault lines, aquifers and other geothermic and geologic phenomena.

**Hydraulic Fracturing or Hydraulic Fracturing Treatment**

All stages of the treatment of a well by the application of hydraulic fracturing fluid under pressure that is expressly designed to initiate or propagate fractures in a target geologic formation to enhance production of oil and natural gas.

**Hydraulic Fracturing Fluid**

The fluid, including the applicable base fluid and all hydraulic fracturing additives, used to perform a hydraulic fracturing treatment.

**Linear Feature**

A road, gathering line, or pipeline that is necessary to cross a water body or connect or access a well or gathering line. A linear feature is not considered necessary simply because it is the most proximate or least expensive method for crossing a water body or connecting or accessing a well or gathering line.

**Mitigation**

The following actions, in order of preference:

- (a) Avoiding impacts: avoiding an impact by not taking a certain action or parts of an action; or
- (b) Minimizing impacts: limiting the degree or magnitude of the action or its implementation, or by changing its location; or
- (c) Rectifying impacts: repairing, rehabilitating, or restoring the impact area, facility or service; or
- (d) Reducing or eliminating impacts: reducing or eliminating the impact over time by preservation and maintenance operations; and
- (e) Other provisions for addressing impacts: replacing or providing equivalent biological, social, environmental and physical conditions, or a combination thereof.

**Oil and Gas Operations**

Exploration for oil or gas, including but not limited to conventional oil and gas and coalbed methane gas; the siting, drilling, deepening, recompletion, reworking, refracturing, closure or abandonment of an oil or gas well; pumping stations; production facilities and operations including the installation of flow lines and gathering lines; accessory equipment; construction, site preparation, reclamation and related activities associated with the development of oil and gas resources, including their impacts on or construction of access roads and easements.

**Operator Agreement**

An agreement between the Town and an Operator describing how proposed Oil and Gas Operations are to be conducted within the municipal boundaries.

**Operation(s)**

Oil and Gas Operations.

**Operator**

The applicant, a parent or subsidiary entity or person, or an entity that has a financial interest in the Operation.

**Permit**

Town of Erie Oil and Gas Permit issued pursuant to the provisions of this Chapter 12.

**Pipelines**

Flowlines and gathering lines for oil and gas wells.

**Pit**

Any natural or man-made depression in the ground used for oil or gas exploration or production purposes. A pit does not include steel, fiberglass, concrete or other similar vessels which do not release their contents to surrounding soils.

**Pitless**

Pitless with respect to drilling means there is no pit regardless of size or function. This includes conventional reserve drilling pits and drilling cutting pits, but does not include flare pits which may be utilized to contain necessary flaring during the drilling, completion, or up-set conditions. An above ground water tight metal or other material container is utilized instead of a sub surface pit to hold drilling cuttings until they are disposed of.

**Production Facilities**

All storage, separation, treating, dehydration, artificial lift, power supply, compression, pumping, metering, monitoring, flowline, and other equipment directly associated with oil wells, gas wells, or injection wells.

**Regulation(s)**

The Town of Erie Oil and Gas Regulations set forth in Chapter 12 of the UDC.

**Reference Area**

An area either (1) on a portion of the site that will not be disturbed by oil and gas operations, if that is the desired final reclamation; or (2) another location that is undisturbed by oil and gas operations and proximate and similar to a proposed oil and gas location in terms of vegetative potential and management, owned by a person who agrees to allow periodic access to it for the purpose of providing baseline information for reclamation standards, and intended to reflect the desired final reclamation.

**Residential Building Unit**

Building or structure designed for use as a place of residency by a person, a family, or families. The term includes manufactured, mobile, and modular homes, except to the extent that any such manufactured, mobile, or modular home is intended for temporary occupancy or for business purposes.

**Significant**

Of considerable or substantial consequence.

**Significantly Degrade**

To lower in grade or desirability to a significant as opposed to trifling degree.

**UDC**

Town of Erie Uniform Development Code.

**VOC Emissions**

Volatile organic compounds in oil and gas operations that are released into the atmosphere and/or ground.

**Water Body**

Any surface waters which are contained in or flow in or through the Town, including: Coal Creek, Boulder Creek, Erie Lake, Erie Reuse Reservoir, Thomas Reservoir, Prince Lake #2, and any irrigation ditches.

**Well (Oil and Gas)**

An oil or gas well, a hole drilled for the purpose of producing oil or gas, a well into which fluids are injected, a stratigraphic well, a gas storage well, or a well used for the purpose of monitoring or observing a reservoir.

**Wildlife Habitat**

A natural or man-made environment that contains the elements of food, shelter, water, and space in a combination and quantity necessary to sustain one or more wildlife or plant species at stable population levels in historically-used habitats. Sensitive wildlife habitat areas include, but are not limited to, nesting, brood rearing areas, rookeries, leas, migration corridors, calving and fawning grounds for big game.

**10.12.2 PERMIT APPLICATION PROCESS FOR OIL AND GAS OPERATIONS**

**A. Permit Application Submittal**

The applicant shall submit the Permit application materials to the Director. The Permit application materials are set forth in Section 10.12.2.D.

**B. Waiver of Permit Application Material Requirements**

The Director may waive any part of the Permit application material requirements when the information would not be relevant to determining whether the proposed Oil and Gas

Operation complies with the approval standards.

**C. Permit Application Fee**

The applicant is responsible for the costs of reviewing and processing the Permit application. The applicant is responsible for the costs of counsel, consultant and referral agency review of the Permit application including reviews associated with the pre-application conference, completeness determination, and all hearings and meetings on the Permit application.

**1. Fee Requirement**

The Permit application shall be accompanied by the application fees set forth in Section 2-10-5 of the Municipal Code.

**2. Payment of Additional Costs**

If there are costs for reviewing and processing the Permit application in addition to the application fees paid pursuant to C.1 above, the additional cost shall be billed to the applicant. Additional costs billed to the applicant must be paid within thirty (30) days of the billing date, and must be paid in full prior to final action by the Town on the Permit application.

**D. Permit Application Materials for Oil and Gas Operation**

The applicant shall submit the application materials to the Community Development Department. The Director may waive any part of the application material requirements when the information would not be relevant to determining whether the proposed Oil and Gas Operation complies with the applicable standards.

**1. Application Form**

Completed application form.

**2. Summary of Proposed Oil and Gas Operation**

Summary of proposed Oil and Gas Operation, including a list of all proposed oil and gas facilities to be installed and estimated timeline.

**3. Topographic Map**

Topographic map at a scale not to exceed 1"=40' that shows:

- a. Proposed Oil and Gas Operation location. The location of the proposed Oil and Gas Operation including well pads, tanks, roads, pipelines and gathering systems, and related features on a United States Geological Survey quadrangle map or on a recorded plat if the proposed Oil and Gas Operation is within an approved subdivision, with the location highlighted so that it is easy to see.

- b. Topography. Existing and proposed topography at intervals established by the Director as necessary to portray the direction and slope of the area affected by the proposed Oil and Gas Operation.
  - c. Transportation and roads. All public and private roads that traverse and/or provide access to the proposed Oil and Gas Operation.
  - d. Easements. Easements recorded or historically used that provide access to or across, or other use of, the property.
  - e. Municipal and subdivision boundaries. Municipal or subdivision boundaries within one mile of the well pad, tanks, gathering lines, storage areas or any other ancillary feature of the proposed Oil and Gas Operation.
  - f. Other Operations. Location of other Oil and Gas Operations within one mile of the site.
  - g. Shortest distance between any proposed well or surface equipment on the well pad and the nearest exterior wall of an existing Building Unit.
4. **Current Aerial Photo**  
Current aerial photo that shows the location of the proposed Oil and Gas Operation and the shortest distance between any proposed well or surface equipment on the well pad and the nearest exterior wall of an existing Building Unit, displayed at the same scale as the topographic map to facilitate use as an overlay.
5. **Site Preparation Plan**  
Site plan for site preparation, mobilization, and demobilization.
6. **Applications and Permits**  
Copies of all state applications for the proposed Oil and Gas Operation, and permits, when issued.
7. **Reports/Studies/Plans**  
The following reports, studies and plans shall be prepared to adequately portray the physical characteristics of the property.
- a. **Air Quality Impact Assessment and Mitigation Plan**  
An assessment of air quality impacts of the proposed Oil and Gas Operation and a plan to maintain air quality, including a plan to minimize VOC emission in compliance with these Regulations.
  - b. **Chemicals and Hydraulic Fracturing Fluids Disposal and Reporting Plan**  
A plan for disposal and reporting of chemicals and hydraulic fracturing fluids, that includes:

- i. Material safety data sheets for the chemicals used in the proposed Oil and Gas Operation.
  - ii. Chemical Abstract Service Registry Numbers for every chemical used in the proposed Oil and Gas Operation, if available, other than those protected as Trade Secrets.
  - iii. Hydraulic fracturing.
  - iv. Provision for reporting to the Town the chemicals, other than those protected as a Trade Secret, that will be stored and used during any hydraulic fracturing event along with the maximum quantity that will be present on-site at any one time.
- c. **Cultural Survey**  
A cultural, historical, and archeological survey of the proposed Oil and Gas Operations site and other areas and properties impacted by access to the site.
- d. **Dust Suppression Plan**  
Dust suppression and control plan.
- e. **Grading/Drainage and Erosion Control Plan**  
A plan that identifies existing (dashed lines) and proposed (solid lines) contours, at two-foot intervals, and the methods for controlling erosion during construction and operational phases of the proposed Oil and Gas Operation.
- f. **Emergency Response Plan**  
A plan that addresses events such as explosions, fires, gas or water pipeline leaks or ruptures, leaks from well casings and pits, tank leaks or ruptures, hydrogen sulfide or other toxic gas emissions, transportation of hazardous material and vehicle accidents or spills. The plan must include proof of adequate personnel, supplies, and funding to immediately implement the emergency response plan at all times during construction and Operations.
- g. **Geological Report**  
A report detailing the geological characteristics of the site, prepared by a registered engineer. The report shall include an assessment of the geologic hazards within one mile of the site and a plan for mitigating impacts from geologic hazards to the proposed Oil and Gas Operation and impacts of the proposed Operation on geologic hazards.
- h. **Public Services and Facilities Impact Assessment**

A description of existing levels, demand for, adequacy of, and the operational costs of public services affected by the proposed Oil and Gas Operation; a description of the increase in demand on those services and a plan for mitigating the impacts to public services and facilities.

i. **Lighting Plan**

A plan for installation of down cast lighting or some other form of lighting that mitigates light pollution and spill-over onto adjacent properties; provided, however, that the Operator may still use lighting that is necessary for public and occupational safety.

j. **Operation Plan**

A plan including the method and schedule for drilling, completion, transporting, production and post-operation, and a description of future Oil and Gas Operations.

k. **Reclamation Plan**

A plan for interim reclamation and revegetation of the site and final reclamation of the site. The plan shall include the locations of any proposed Reference Areas to be used as guides for interim and final reclamation.

l. **Spill Prevention Control and Countermeasures Plan**

m. **Traffic Management Plan**

A plan showing the estimated number of vehicle trips per day for each type of vehicle, proposed access routes to and from the site, and measures to mitigate adverse impacts to traffic patterns and safety caused by the proposed operation.

n. **Access Road Plan**

A plan sufficient to demonstrate compliance with the approval standards in Section 10.12.4.

o. **Stormwater Control Plan**

A plan to minimize impacts to surface waters from erosion, sediment, and other sources of nonpoint pollution. The stormwater control plan required by COGCC Rule 1002(f) may be provided to establish compliance with this provision.

p. **Vegetation and Weed Management Plan**

A written description of the species, character and density of existing vegetation on the site, a summary of the potential impacts to vegetation as a result of the proposed Oil and Gas Operation, and proposed mitigation to address these impacts. The plan shall include any COGCC required interim and final reclamation procedures.

q. **Water Quality Impact Assessment and Mitigation Plan**

- i. Identification of all surface and subsurface water bodies. An inventory and location of all water bodies, as well as domestic and commercial water wells within one mile of the proposed Oil and Gas Operation.
- ii. Identification of intake(s) for public drinking water supply.
- iii. Water quality monitoring and mitigation plan. A Water Quality Monitoring Plan that establishes a baseline and a process for monitoring changes to water quality and the aquatic environment to demonstrate the effectiveness of mitigation. The plan shall comply with the Colorado Oil and Gas Association Voluntary Baseline Groundwater Quality Sampling Program, as it may be amended, and be complementary to any monitoring required by the state. The plan shall, at a minimum, include the following elements:
  - (A) Key stream segments, other water bodies, and groundwater to monitor.
  - (B) Locations for and frequency of sampling and monitoring to establish baseline of existing conditions prior to the proposed Oil and Gas Operation including existing water quality, aquatic life and macro-invertebrates, and groundwater data.
  - (C) Key indicators of water quality and stream health, and threshold levels that will be monitored to detect changes in water quality and health of the aquatic environment.
  - (D) Locations for and frequency of sampling and monitoring for key indicators of water quality and stream health, including but not limited to constituents regulated by the Colorado Water Quality Control Commission, and constituents associated with the proposed Oil and Gas Operation.
  - (E) Locations for and frequency of sampling and monitoring to measure effectiveness of water quality mitigation during the life of the proposed Oil and Gas Operation and five years after final reclamation of all disturbed areas is complete.

- (F) Mitigation steps that will be implemented to avoid degradation of water bodies if monitoring of key indicators reveals degradation.
- r. **Water Availability: Physical Availability and Legal Right to Utilize**  
An assessment of how much water will be needed for each phase of the proposed Oil and Gas Operation, and the source of water supply both physically and legally, for the life of the proposed Operation.
- s. **Wildlife and Wildlife Habitat Assessment**  
An assessment of existing wildlife and wildlife habitat, an evaluation of the impacts of the proposed Oil and Gas Operation on wildlife and wildlife habitat, and proposed mitigation to address these impacts.
- t. **Operational Conflict/Technical Infeasibility/Environmental Protection Waiver Request**  
Documentation of the basis for any waiver of approval standards based on operational conflict, technical infeasibility or environmental protection that the applicant may request pursuant to Section 10.12.4.C of these Regulations.
- u. Additional information requested by the Director.

### **10.12.3 PERMIT PROCESS FOR OIL AND GAS OPERATIONS AND NOTICE OF RECOMPLETION OF EXISTING WELLS**

#### **A. Pre-Application Conference and Permit Classification**

##### **1. Pre-Application Conference**

Prior to submitting an application for an oil and gas permit, an applicant shall meet with the Director to discuss the proposed Oil and Gas Operation. The purpose of the pre-application conference includes, without limitation:

- a. To discuss the location and nature of the proposed Oil and Gas Operations;
- b. To explain the application submittal requirements, the nature of materials that will be responsive to those requirements, and waivers of any materials that would not be necessary in determining whether the application complies with Town requirements;
- c. To discuss state terms and conditions imposed on the proposed Oil and Gas Operation;
- d. To identify site-specific concerns and issues that bear on the proposed Oil and Gas Operation;

- e. To discuss projected impacts and potential mitigation;
- f. To discuss the Town Oil and Gas Operation Standards that must be satisfied for Permit approval;
- g. To discuss whether the application will be classified as a Type A or Type B Permit application; and
- h. To identify potential Operational Conflicts, or waivers of Oil and Gas Operation Standards based on technical infeasibility or environmental protection that the applicant intends to raise.

2. **Pre-Application Materials**

At or before the pre-application conference, the applicant shall provide the Director with information that is sufficient for determining the location and nature of the proposed Oil and Gas Operation, the degree of impacts associated with the Operation, and mitigation proposed to offset such impacts.

**B. Classification of Permit Application**

Within ten (10) working days after the pre-application conference the Director shall classify the Permit application as a Type A or Type B Permit application.

1. **Oil and Gas Operations Classified as Type A**

An Oil and Gas Operation will be classified as a Type A Permit application if the Operator agrees to conduct the operation in conformance with the following requirements<sup>1</sup>.

- a. The Operation will be at least 1000 feet from occupied buildings or occupied buildings permitted for construction.
- b. Wells and production facilities shall be 750 feet or more from Erie platted residential lots or parks, sports fields and playgrounds, or other designated outside activity areas.
- c. The Operation will be at least 500 feet from any surface water body.
- d. The Operation will be at least 500 feet from any domestic or commercial water wells or irrigation wells and the Operation is not located within a floodway district as defined in Section 10.2.7.C.4 of the UDC.
- e. The Operation will utilize closed-loop systems for drilling and completion operations.
- f. The Operator agrees to control noise levels as follows.

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<sup>1</sup> These requirements may not be waived.

- i. For db(A) scale noise, Operator will insure that the noise level from Operations subject to the light industrial zone noise standard under COGCC Regulations 802.b and 604.c.(2)(A) does not exceed sixty (60) db(A) and that the noise level from Operations subject to the industrial zone noise standard under COGCC Regulations 802.b and 604.c.(2)(A) is reduced at least five (5) db(A) below the maximum level permitted by those Regulations. For this purpose, the noise level shall be measured as set forth in COGCC Regulations 802.b and c, except no measurements shall be taken when traffic is passing the sound level meter, and Operator shall be present during all measurements. As set forth in COGCC Regulation 802.b, the noise levels shall be subject to increase for a period not to exceed fifteen (15) minutes in any one (1) hour period and reduction for periodic, impulsive or shrill noises.
  - ii. For db(C) scale noise, Operator shall comply with the requirements of COGCC Regulation 802.
- g. The Operator agrees to control air quality through the following practices.
  - i. To identify leaks, Operator will perform audio, visual and olfactory inspections on a monthly basis at all of its new and existing wells and related facilities and equipment within Erie's Town Limits. Operator will also inspect each such well with an infra-red camera on a monthly basis. The initial baseline inspections will occur within sixty (60) calendar days after the date of Permit approval. After a well has produced for twelve (12) months, the frequency of such inspections shall decrease from monthly to quarterly. If Operator determines that any repairs are required based on these inspections, Operator will promptly initiate these repairs.
  - ii. Operator will report to the Director on the inspection results and any associated repairs the month after the inspection or repair occurs. This information will be collectively reported on a monthly basis in the same format that Operator uses for reporting to the Air Pollution Control Division under Regulation 7, but that is specific to wells located within the Erie Town Limits. The Town will make this information available upon its website, or may provide a link for such information from Town's website to Operator's website.
  - iii. For each well completion operation with hydraulic fracturing, the Operator will control emissions by the following procedures.

- (A) For the duration of flowback, route the recovered liquids into one or more storage vessels or re-inject the recovered liquids into the well or another well, and route the recovered gas into a gas flow line or collection system, re-inject the recovered gas into the well or another well, use the recovered gas as an onsite fuel source, or use the recovered gas for another useful purpose that a purchased fuel or raw material would serve, with no direct release to the atmosphere.
- (B) If compliance with the prior paragraph is infeasible, the Operator must capture and direct flowback emissions to a completion combustion device equipped with a reliable continuous ignition source over the duration of flowback, except in conditions that may result in a fire hazard or explosion, or where high heat emissions from a completion combustion device may negatively impact waterways or nearby structures. Non-flammable gas may be vented temporarily until flammable gas is encountered where capture or combustion is not feasible.

- h. The Operation will recycle and reuse water at the pad sites and otherwise minimize waste water production to the extent that it is determined such recycling, reuse, and waste water minimization is technically and economically feasible.
- i. If water is not being piped to a well pad site, the proposed Operation will utilize Town water rather than trucking water to the site.
- j. The Operation will not utilize Class II underground injection control wells.

**2. Oil and Gas Operations Classified as Type B**

Operations that are not classified as Type A Permits shall be classified as Type B Permits.

**C. Determination of Completeness**

**1. Application Is Not Complete**

If the Director determines that the application is not complete, the Director shall inform the applicant in writing of the deficiencies and shall take no further action on the application until the deficiencies are remedied. If the applicant fails to correct the deficiencies within thirty (30) calendar days after the notice that the application is incomplete, the application shall be considered withdrawn unless the applicant requests more time to ensure that the materials are as complete as possible.

2. **Application Is Complete**  
If the Director determines that the application is complete, the Director shall date the application and notify the applicant in writing.
3. **Completeness Is Not a Determination of Compliance**  
A determination that an application is complete shall not constitute a determination that it complies with the approval standards of these Regulations.

**D. Type A Permit Review and Planning Commission Decision Process**

A Type A Permit is subject to review and decision by the Planning Commission. The Planning Commission shall make a decision on the Permit application at a properly noticed public meeting. A public hearing is not required.

1. **Neighborhood Meeting**  
The purpose of a neighborhood meeting is to provide an informal opportunity to inform the residents and landowners of the surrounding neighborhood(s) of the details of the proposed Oil and Gas Operation, how the applicant intends to meet the standards contained in these Regulations, and to receive public comment and encourage dialogue at an early time in the review process. No decision regarding the application will be made at the Neighborhood Meeting.
  - a. **Applicability**  
The Director may waive the neighborhood meeting requirement if it is determined that the proposed Oil and Gas Operation would not have significant impacts in any of the following areas. The waiver shall be in writing and shall be included as part of the case record.
    - i. Traffic;
    - ii. Natural resources protected under the UDC; and
    - iii. Operational compatibility, such as lighting, hours of operation, odors, noise, litter, or glare.
  - b. **Notice of Neighborhood Meeting**  
The applicant shall submit an affidavit to the Town stating that the public notice requirement has been met.
  - c. **Attendance at Neighborhood Meeting**  
The applicant or applicant's representative shall attend the neighborhood meeting. The applicant shall be responsible for scheduling the meeting, coordinating the meeting, and for retaining an independent facilitator if needed. Attendance at the meeting by Town staff is not required. The Director may require attendance at the meeting, only for the purpose of explaining the application process. Comments made by staff at the

neighborhood meeting are preliminary in nature and not determinative of the Town's position on the application.

- d. **Summary of Neighborhood Meeting**  
The applicant shall prepare a written summary of the neighborhood meeting. The written summary shall be provided to Town staff.

2. **Public Notice of Planning Commission Meeting**

- a. **Written Notice of Planning Commission Meeting to Adjacent Property Owners**

Not less than fifteen (15) calendar days prior to the date of the Planning Commission meeting to consider the Permit application, the Director shall mail written notice of the meeting to adjacent property owners. The applicant shall provide a stamped and addressed envelope for each party to be notified.

- i. **Notice**

The applicant is responsible for composing the written notice. The notice shall include:

- (A) Date, time, and place of the meeting;
- (B) Description of the property involved in the application by street address or by legal description and nearest cross street;
- (C) Description of the purpose of the meeting and that interested parties can come to the meeting and speak on the matter.
- (D) Information on how to obtain additional information on the proposed Oil and Gas Operation and to comment on the proposed Operation.
- (E) Contact information for the Operator, including phone number and office hours.

- ii. **List of Property Owners**

The list of property owners to be notified shall include the following persons and shall be compiled by the applicant using the most current list of property owners on file with the County Assessor.

- (A) Owners of record of property within 300 feet of the site of the proposed Operation.

- (B) Associated homeowners associations.
- (C) Additional persons or geographic areas that the Director may designate.

iii. **Validity of Notice**

The applicant is responsible for the accuracy of lists of property owners to whom written notice is provided. If the applicant makes reasonable good faith efforts to accomplish the notice responsibilities identified above, then the failure of any property owner to receive notice shall not affect the validity of the decision.

b. **Posted Notice**

The applicant is required to post on the property a notice of the Planning Commission meeting to consider the Permit application. The Town will provide the signs for posting. The applicant is responsible for filling out the signs, posting the signs, checking on the signs to make sure they remain in place, and to remove the signs within two days after the meeting. Prior to the meeting the applicant shall submit to the Community Development Department a notarized affidavit, on the Town form, stating that the notice was posted and maintained.

3. **Referral of Application**

The Director may send a copy of the complete application to consultants and any local, state or federal agency that may have expertise or an interest in impacts that may be associated with the proposed Oil and Gas Operation. The applicant shall be responsible for the costs of any consultant and referral agency review.

4. **Application Review and Staff Report**

a. **Director Review and Staff Report**

The Director shall prepare a report taking into account the application, review comments, issues raised by referral agencies and consultants, terms and conditions imposed by state agencies, probability of compliance with the approval standards, and any other available information on the record.

b. **Distribution of Staff Report**

No less than seven (7) calendar days prior to the date of the Planning Commission meeting, the Director shall submit the staff report to the applicant and to the Planning Commission. A copy of the staff report shall also be available for public review prior to the hearing.

5. **Permit Decision by Planning Commission**

The Planning Commission shall approve, approve with conditions, or deny the Permit application based upon compliance with the approval standards in Section 10.12.4 of these Regulations. The Commission's decision shall include the following:

- a. **Description of Project**  
Brief discussion of the proposed Oil and Gas Operation;
  - b. **Issues**  
Description of issues raised by the affected property owners, referral agencies and consultants;
  - c. **Conditions Imposed by the State**  
Description of terms, conditions and requirements imposed on proposed Oil and Gas Operation by the state;
  - d. **Impacts and Mitigation**  
Description of impacts of the proposed Oil and Gas Operation, proposed mitigation, and whether each approval standard has been satisfied; and
  - e. **Conditions of Approval**  
Conditions of approval, if any, necessary to ensure compliance with approval standards.
6. **Reconsideration of Planning Commission's Decision by Board of Trustees**
- a. **Call-up by Board of Trustees**  
At the next regularly scheduled meeting for which proper notice can be accomplished following the Planning Commission's decision, the Board of Trustees may, at its discretion, decide to reconsider the Commission's decision.
  - b. **Request by Applicant for Reconsideration by Board of Trustees**  
Not more than five (5) working days after the Planning Commission's decision, the applicant may submit a written request for reconsideration of the Director's decision by the Board of Trustees.
  - c. **Reconsideration of Director's Decision**  
After call-up by the Board or upon receiving the request for reconsideration of the Planning Commission's decision, the Board may reconsider the decision at the next regularly scheduled meeting for which proper notice can be accomplished. A public hearing is not required. The Board shall either uphold the Planning Commission's decision, modify the decision, or reverse the decision based upon the information on record.

**E. Type B Permit Review and Decision**

- 1. **Neighborhood Meeting**  
The purpose of a neighborhood meeting is to provide an informal opportunity to inform the residents and landowners of the surrounding neighborhood(s) of the details of the proposed Oil and Gas Operation, how the applicant intends to meet

the standards contained in these Regulations, and to receive public comment and encourage dialogue at an early time in the review process. No decision regarding the application will be made at the Neighborhood Meeting.

a. **Applicability**

The Director may waive the neighborhood meeting requirement if it is determined that the proposed Oil and Gas Operation would not have significant impacts in any of the following areas. The waiver shall be in writing and shall be included as part of the case record.

- i. Traffic;
- ii. Natural resources protected under the UDC;
- iii. Operational compatibility, such as lighting, hours of operation, odors, noise, litter, or glare.

b. **Notice of Neighborhood Meeting**

The applicant shall submit an affidavit to the Town stating that the public notice requirement has been met.

c. **Attendance at Neighborhood Meeting**

The applicant or applicant's representative shall attend the neighborhood meeting. The applicant shall be responsible for scheduling the meeting, coordinating the meeting, and for retaining an independent facilitator if needed. Attendance at the meeting by Town staff is not required. The Community Development Director may require attendance at the meeting, only for the purpose of explaining the application process. Comments made by staff at the neighborhood meeting are preliminary in nature and not binding.

d. **Summary of Neighborhood Meeting**

The applicant shall prepare a written summary of the neighborhood meeting. The written summary shall be provided to Town staff.

2. **Public Notice of Planning Commission Hearing**

a. **Published Notice**

Not less than fifteen (15) calendar days prior to the date of the public hearing, the Director shall publish a notice of public hearing on the Permit application. The notice shall be published once in a newspaper having general circulation in the area. The notice shall include contact information for the Operator, including phone number and office hours. The applicant shall be responsible for the cost of publication.

b. **Written Notice of Planning Commission Hearing to Adjacent Property Owners**

Not less than fifteen (15) calendar days prior to the date of the public hearing, the Director shall mail written notice of the public hearing to adjacent property owners. The applicant shall provide a stamped and addressed envelope for each party to be notified.

i. **Notice**

The applicant is responsible for composing the written notice of public hearing. The notice shall include:

- (A) Date, time, and place of the hearing;
- (B) Description of the property involved in the application by street address or by legal description and nearest cross street;
- (C) Description of the purpose of the hearing and that interested parties can come to the hearing and speak on the matter.
- (D) Information on how to obtain additional information on the proposed Oil and Gas Operation and to comment on the proposed Operation.
- (E) Contact information for the Operator, including phone number and office hours.

ii. **List of Property Owners**

The list of property owners to be notified shall include the following persons and shall be compiled by the applicant using the most current list of property owners on file with the County Assessor.

- (A) Owners of record of property within 300 feet of the site of the proposed Operation.
- (B) Associated homeowners associations.
- (C) Additional persons or geographic areas that the Director may designate.

iii. **Validity of Notice**

The applicant is responsible for the accuracy of lists of property owners to whom written notice is provided. If the applicant makes reasonable good faith efforts to accomplish the notice responsibilities identified above, then the failure of any property owner to receive notice shall not affect the validity of the decision.

- c. **Posted Notice**

The applicant is required to post on the property a notice of the Planning Commission hearing. The Town will provide the signs for posting. The applicant is responsible for filling out the signs, posting the signs, checking on the signs to make sure they remain in place, and to remove the signs within two days after the final decision on the Permit application. Prior to the hearing the applicant shall submit to the Community Development Department a notarized affidavit, on the Town form, stating that the notice was posted and maintained.
  
- 3. **Referral of Application**

The Director may send a copy of the complete application to consultants and any local, state or federal agency that may have expertise or an interest in impacts that may be associated with the proposed Oil and Gas Operation. The applicant shall be responsible for the costs of any consultant and referral agency review.
  
- 4. **Application Review and Staff Report**
  - a. **Director Review and Staff Report**

The Director shall prepare a report taking into account the application, review comments, issues raised by referral agencies and consultants, terms and conditions imposed by state agencies, probability of compliance with the approval standards, and any other available information on the record.
  
  - b. **Distribution of Staff Report**

No less than seven (7) calendar days prior to the date of the public hearing, the Director shall submit the staff report to the applicant and to the Planning Commission. A copy of the staff report shall also be available for public review prior to the hearing.
  
- 5. **Planning Commission's Hearing and Recommendation**

The Planning Commission shall consider the Permit application at a public hearing following proper public notice.

  - a. **Recommend Approval of Permit Application**

If the proposed Oil and Gas Operation satisfies the approval standards, the Planning Commission shall recommend the Permit application be approved.
  
  - b. **Recommend Denial of Permit Application**

If the proposed Oil and Gas Operation fails to satisfy the approval standards, the Planning Commission may recommend that the Permit application be denied; or
  
  - c. **Recommend Conditional Approval of Permit Application**

The Planning Commission may recommend approval with conditions determined necessary for compliance with applicable development standards.

6. **Public Hearing and Decision by Board of Trustees**

a. **Public Notice of Board of Trustees Hearing**

i. **Published Notice**

Not less than fifteen (15) calendar days prior to the date of the public hearing, the Director shall publish a notice of public hearing on the Permit application. The notice shall be published once in a newspaper having general circulation in the area. The notice shall include contact information for the Operator, including phone number and office hours. The applicant shall be responsible for the cost of publication.

ii. **Written Notice of Planning Commission Hearing to Adjacent Property Owners**

Not less than fifteen (15) calendar days prior to the date of the public hearing, the Director shall mail written notice of the public hearing to adjacent property owners. The applicant shall provide a stamped and addressed envelope for each party to be notified.

(A) **Notice**

The applicant is responsible for composing the written notice of public hearing. The notice shall include:

- (1) Date, time, and place of the hearing;
- (2) Description of the property involved in the application by street address or by legal description and nearest cross street;
- (3) Description of the purpose of the hearing and that interested parties can come to the hearing and speak on the matter.
- (4) Information on how to obtain additional information on the proposed Oil and Gas Operation and to comment on the proposed Operation.
- (5) Contact information for the Operator, including phone number and office hours.

(B) **List of Property Owners**

The list of property owners to be notified shall include the

following persons and shall be compiled by the applicant using the most current list of property owners on file with the County Assessor.

- (1) Owners of record of property within 300 feet of the site of the proposed Operation.
- (2) Associated homeowners associations.
- (3) Additional persons or geographic areas that the Director may designate.

(C) **Validity of Notice**

The applicant is responsible for the accuracy of lists of property owners to whom written notice is provided. If the applicant makes reasonable good faith efforts to accomplish the notice responsibilities identified above, then the failure of any property owner to receive notice shall not affect the validity of the decision.

iii. **Posted Notice**

The applicant is required to post on the property a notice of the hearing. The Town will provide the signs for posting. The applicant is responsible for filling out the signs, posting the signs, checking on the signs to make sure they remain in place, and to remove the signs within two days after the final decision on the Permit application. Prior to the hearing the applicant shall submit to the Community Development Department a notarized affidavit, on the Town form, stating that the notice was posted and maintained.

b. **Application Review and Staff Report**

i. **Director Review and Staff Report**

The Director shall prepare a report taking into account the application, Planning Commission recommendation, review comments, issues raised by referral agencies and consultants, terms and conditions imposed by state agencies, probability of compliance with the approval standards, and any other available information on the record.

ii. **Distribution of Staff Report**

No less than seven (7) calendar days prior to the date of the public hearing, the Director shall submit the staff report to the applicant and to the Board of Trustees. A copy of the staff report shall also be available for public review prior to the hearing.

c. **Permit Decision by Board of Trustees**

The Board of Trustees shall approve, approve with conditions, or deny the Permit application based upon compliance with the approval standards in Section 10.12.4 of these Regulations. The Board's decision shall include the following:

i. **Description of Project**

Brief discussion of the proposed Oil and Gas Operation;

ii. **Issues**

Description of issues raised by the Planning Commission, affected property owners, referral agencies and consultants;

iii. **Conditions Imposed by the State**

Description of terms, conditions and requirements imposed on proposed Oil and Gas Operation by the state;

iv. **Impacts and Mitigation**

Description of impacts of the proposed Oil and Gas Operation, proposed mitigation, and whether each approval standard has been satisfied; and

v. **Conditions of Approval**

Conditions of approval, if any, necessary to ensure compliance with approval standards.

**F. Recompletion of Wells Existing as of the Effective Date of These Regulations**

1. **Notice of Recompletion**

Prior to submitting Form 2 to the COGCC for recompletion of any well existing as of the effective date of these Regulations, the Operator shall notify the Local Government Designee ("LGD") of its intent to submit such form.

2. **Neighborhood Meeting**

Prior to submitting the Form 2 for recompletion of any well existing as of the effective date of these Regulations, the Operator shall hold a neighborhood meeting at the Erie Community Center or a similarly convenient location approved by the Operator and the Town. The Operator shall provide 3 x 5 cards for the public to make written comments. The Town shall provide a lockbox for purposes of collecting written comments from meeting attendees. The LGD or his appointee will attend the meeting and collect the lockbox containing any written comments from meeting attendees. The LGD will transmit the written comments to the COGCC with any comments he submits on behalf of the Town regarding the Form 2.

3. **Mailed Notice**

Prior to the neighborhood meeting, the Operator shall mail notice of the anticipated recompletion to those properties located within at least one-half (1/2) mile of the pad site that would be affected by the recompletion. Owners of record shall be ascertained according to the records of the County Assessor's Office, unless more current information is made available in writing to the Town prior to the mailing of the notices. This notice shall include reference to the neighborhood meeting, contact information for the Operator, and the approximate date recompletion will begin. The Operator will provide the Town with an affidavit or certificate of mailing showing that notice was provided to the list of property owners.

**4. Posted Notice**

Ten (10) days prior to the neighborhood meeting, the Operator shall post a sign at the pad site, giving notice to the general public of the recompletion and contact information for the Operator. The Town will provide the signs for posting. The applicant is responsible for filling out the signs. For parcels of land exceeding ten (10) acres in size, two (2) signs shall be posted. Such signs shall be posted on the subject property in a manner and at a location or locations reasonably calculated by the Town to afford the best notice to the public.

**10.12.4 OIL AND GAS OPERATIONS APPROVAL STANDARDS**

**A. Standards Applicable to Type A Permits**

In addition to the standards in Section 10.12.4.B, below, all Type A permits shall be subject to the requirements set forth in Section 10.12.3.B.1.

**B. Standards Applicable to Type A and Type B Permits**

The following standards are the minimum standards that will apply to all proposed Oil and Gas Operations, and shall be in addition to any applicable state standards.

**1. Use of Steel-Rim Berms**

The Oil and Gas Operation will use steel rim berms or some other state of the art technology that will contain fluids and other material instead of sand or soil berms.

**2. Setbacks**

Wells and any associated Oil and Gas Operation facility or structure (above ground) shall be set back in accordance with Colorado Oil and Gas Conservation Commission Regulations, as amended.

**3. Minimal Site Disturbance**

The Oil and Gas Operation shall be located and constructed in a manner so that there is no unnecessary or excessive site disturbance and that minimizes the amount of cut and fill:

- a. Multi-well drill pads and consolidated facilities will be used to minimize surface disturbance.
- b. Pad dimensions will be the minimum size necessary to accommodate operational needs while minimizing surface disturbance.
- c. Structures and surface equipment will be the minimum size necessary to satisfy present and future operational needs.
- d. The Operation will be located in a manner to minimize impacts on surrounding uses, and achieve compatibility with the natural topography and existing vegetation.

**4. Visual Quality**

The Oil and Gas Operation will not cause significant degradation to the scenic attributes and rural character of the Town.

- a. Facilities shall be painted in a uniform, non-contrasting, non-reflective color, to blend with the surrounding landscape and with colors that match the land rather than the sky. The color should be slightly darker than the surrounding landscape.
- b. The Oil and Gas Operation should be buffered from sensitive visual areas by providing landscaping along the perimeter of the site between the surface equipment and the sensitive visual area.
- c. The Oil and Gas Operation should be constructed in a manner to minimize the removal of and damage to existing trees and vegetation. If the Operation requires clearing trees or vegetation, the edges of the cleared vegetation should be feathered and thinned and the vegetation should be mowed or brushhogged while leaving root structure intact, instead of scraping the surface.
- d. The Oil and Gas Operation shall be sited away from prominent natural features and visual, scenic and environmental resources such as distinctive rock and land forms, rivers and streams, and distinctive vegetative patterns.
- e. To the maximum extent practicable, the Oil and Gas Operation will use low profile tanks or less intrusive equipment.

**5. Natural Resource Areas**

The Oil and Gas Operation may not be located as to cause significant degradation of natural landmarks, rare plant species, riparian corridors, wildlife habitat or other sensitive areas.

**6. Historical and Cultural Resources**

The Oil and Gas Operation shall not cause significant degradation to resources of historic, cultural, paleontological, or archeological importance.

**7. Public Services and Facilities**

The Oil and Gas Operation shall not have a significant adverse effect on the capability of the Town to provide municipal services or the capacity of the service delivery systems.

**8. Use of Existing Roads**

Unless traffic safety, visual or noise concerns, or other adverse surface impacts clearly dictate otherwise, existing roads on or near the site of the Oil and Gas Operation shall be used in order to minimize land disturbance

**9. Transportation, Roads, and Access Standards**

**a. Compliance with Town Standards**

All public roads shall be constructed and maintained in compliance with Town standards as necessary to accommodate the traffic and equipment related to Oil and Gas Operations and emergency vehicles.

**b. Dust Suppression**

Dust associated with on-site activities and traffic on access roads shall be minimized throughout construction, drilling and operational activities such that there are no visible dust emissions from access roads or the site to the extent practical given wind conditions.

**c. Access to Public Roads**

i. Access points to public roads shall be located, improved and maintained to assure adequate capacity for efficient movement of existing and projected traffic volumes and to minimize traffic hazards.

ii. Access roads shall be improved a minimum distance of 200 feet on the access road from the point of connection to a public road. The access road shall be improved as a hard surface (concrete or asphalt) for the first 100 feet from the public road and then improved as a crushed surface (concrete or asphalt) for 100 feet past the hard surface in the appropriate depth to support the weight load requirements of the vehicles accessing the well and production facilities.

iii. If an access road intersects with a pedestrian trail or walk, the Operator shall pave the access road as a hard surface (concrete or asphalt) a distance of 100 feet either side of the trail or walk and if necessary, replace the trail or walk to address the weight load

requirements of the vehicles accessing the well and production facilities.

- iv. Temporary access roads associated with the Oil and Gas Operation shall be reclaimed and revegetated to the original state within sixty (60) days after discontinued use of the temporary access roads.
- d. If the projected use of public roads as a result of the Oil and Gas Operation will result in a need for an increase in roadway maintenance, the Operator shall enter into an agreement with the Town whereby the Operator provides for private maintenance or reimburses the Town for such increased costs and/or provides a bond or other financial assurance in an amount acceptable to the Town to cover the costs of mitigating impacts to public roads.

**10. Implementation of Traffic management Plan**

The Operator will implement the required Traffic Management Plan.

**11. Road Repairs**

- a. The Operator will arrange for a qualified outside consultant to perform a road impact study for all public roads that are used to access the Oil and Gas Operation. The consultant will conduct the first part of the study prior to operations and the second part of the study after the Operator completes all drilling and hydraulic fracturing. The Operator and the Town will use these studies to determine the extent of any damage accruing to the road during the study period. The Operator will either promptly pay the Town to repair such damage or arrange for and pay the cost of such repairs itself, whichever the Town prefers.
- b. The Operator shall maintain financial assurance to secure its road repair obligations. The amount of such financial assurance shall equal the Town's annual road maintenance budget as of the date of permit approval multiplied by the percentage yielded by dividing the total number of Town road miles as of the date of permit approval into the number of such road miles that the Operator will use to access the Oil and Gas Operation. The Operator shall select the form of such financial assurance and shall maintain such assurance until it fulfills its obligation to repair road damage pursuant to paragraph a, above.

**12. Grading / Drainage and Erosion Control**

The Oil and Gas Operation shall be conducted in accordance with the Grading/Drainage and Erosion Control Plan.

**13. Water Quality**

The Oil and Gas Operation shall not cause significant degradation of water quality of affected water bodies. The Operator will implement the required water quality

monitoring plan. Determination of effects of the Operation on water quality may include, but is not limited to the following considerations:

- a. Applicable narrative and numeric water quality standards.
- b. Changes in point and nonpoint source pollution loads.
- c. Increase in erosion and sediment loads.
- d. Changes in stream channel or shoreline stability.
- e. Changes in stormwater runoff flows.
- f. Changes in quality of ground water.
- g. Certification. The Operator must submit annual reports to the Director certifying compliance with water quality standards, documenting any non-compliance, including its date and duration. A compliance plan is required for all instances of non-compliance.

**14. Wells**

The Oil and Gas Operation shall not cause water quality or water pressure of any public or private water wells to go below pre-project levels. The Operator must submit annual reports to the Director certifying that the Operation has not caused water quality or pressure of public and private wells to go below pre-project levels, documenting non-compliance, including its date and duration. A compliance plan is required for all instances of non-compliance.

**15. Floodplain**

Oil and Gas Operations conducted within the Floodplain Overlay District shall comply with Section 10.2.7.C of the UDC.

**16. Wetlands and Riparian Areas**

The Oil and Gas Operation shall not significantly degrade wetlands and riparian areas.

**17. Wildlife**

The Oil and Gas Operation shall not cause significant degradation of wildlife or wildlife habitat.

**18. Fuel Storage Areas**

The Oil and Gas Operation includes measures to contain fuel in fuel storage areas to prevent release to any water body. Inventory management or leak detection plans may be required.

**19. Disposal of Hydraulic Fracturing Fluid**

The Operator shall demonstrate the ability to and shall dispose of all hydraulic fracturing fluids in accordance with the Hydraulic Fluid Fracturing Disposal Plan.

**20. Hazardous Materials**

- a. The Oil and Gas Operation includes measures to contain all hazardous materials in storage areas to prevent release to any water body. Inventory management and leak detection systems are required.
- b. Full disclosure, consistent with COGCC requirements, including material safety data sheets of all hazardous materials that will be transported on any public or private roadway within the Town for the Oil and Gas Operation, shall be provided to the Director. This information will be treated as confidential and will be shared with other emergency response personnel only on an as needed basis.

**21. Spill and Release Response and Reporting**

The Operator has demonstrated the ability to control and contain all spills and releases of exploration and production waste, including produced fluids, immediately upon discovery in compliance with the following requirements:

- a. Impacts resulting from spills and releases shall be investigated and cleaned up as soon as practicable.
- b. For all spills and releases reportable under COGCC Rule 906, within ten (10) days after discovery Operator shall submit to the Director a copy of the spill and release report (COGCC Form 19), including the topographic map showing location of the spill and any information relating to initial mitigation, site investigation, and remediation that accompany the report.
- c. For spills and releases which exceed twenty (20) barrels of exploration and production waste, the spill and release shall be verbally reported to the Director as soon as practicable, but not more than twenty-four (24) hours after discovery.
- d. Spills and releases of any size which impact or threaten to impact any waters of the state, residence or occupied structure, livestock, or public byway shall be verbally reported to the Director as soon as practicable, but not more than twenty-four (24) hours after discovery.
- e. Spills and releases of any size which impact or threaten to impact any water supply area shall be verbally reported to the Colorado Environmental Spill Reporting Hotline at 1-877-518-5608, to the Local Government Designee, and to the Director immediately after discovery.
- f. Spills, chemical spills and releases shall be reported in accordance with applicable state and federal laws, including the Emergency Planning and

Community Right to Know Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Oil and Pollution Act, and the Clean Water Act, as applicable.

**22. Emergency Response**

The Oil and Gas Operation shall be conducted in accordance with the Emergency Response Plan.

**23. General Operation and Maintenance Requirements**

- a. The Oil and Gas Operation shall maximize resource recovery and minimize releases to the atmosphere during flowback and subsequent recovery / operation.
- b. Gas produced during production shall be captured and not flared or vented to the maximum extent practicable.
- c. The Operator shall at all times keep the well sites, roads, rights-of-way, facility locations, and other Oil and Gas Operation areas safe and in good order, free of noxious weeds, litter and debris.
  - i. The Operation shall comply with COGCC rules concerning weed control. The Operator shall be responsible for ongoing weed control at all locations disturbed by the Operation and along access roads during construction and operation, until abandonment and final reclamation is completed.
  - ii. The Operation shall comply with COGCC rules concerning removal of debris.
  - iii. The Operator shall utilize vehicle tracking control practices to control potential sediment discharges from unpaved surfaces. Such practices may include road and pad design and maintenance to minimize rutting and tracking, controlling site access, street sweeping or scraping, tracking pads, and wash racks. Traction chains from heavy equipment shall be removed before entering a public roadway.
- d. The Operator shall dispose of all water, unused equipment, litter, sewage, waste, chemicals and debris off of the site at an approved disposal site.
  - i. All equipment used for drilling, re-drilling and maintenance shall be removed from the well pad site within thirty (30) days after completion of the work, unless otherwise agreed to by the surface owner. Permanent storage of equipment on well pad sites shall not be allowed.

- ii. Materials shall not be buried on-site.
- e. The Operator shall promptly reclaim and reseed all disturbed sites in conformance with COGCC rules.
- f. Routine field maintenance of vehicles or mobile machinery shall not be performed within three hundred (300) feet of any water body.
- g. All mechanized equipment associated with the Operation shall be anchored to minimize transmission of vibrations through the ground.
- h. No burning of trash shall occur in association with the Operation.
- i. Open-ended discharge valves on all storage tanks, pipelines and other containers shall be secured where the Operation site is unattended or is accessible to the general public. Open-ended discharge valves shall be placed within the interior of the tank secondary containment.
- j. All permanent equipment with engines or motors that can be electrified shall be electrified from the power grid or from renewable sources. All well pads that are not electrically operated should use quiet design mufflers (also referred to as hospital grade or dual dissipative) or equivalent; or acoustically insulated housing or covers to enclose the motor or engine.
- k. Exhaust from all engines, motors, coolers and other mechanized equipment shall be vented up or in a direction away from the closest occupied structures.
- l. Oil and gas well facilities (above ground) shall be fenced with wrought iron fencing or Ameristar Impasse or Stronghold fencing or approved equivalent, as determined by the Director. The fencing color shall be bronze unless the Director approves black fencing. Black fencing will only be approved by the Director if fencing or site furnishings in the adjacent developments have approved black elements.
- m. The Operator will install down cast lighting or some other form of lighting that mitigates light pollution and spill-over onto adjacent properties; provided, however, that Operator may still use lighting that is necessary for public and occupational safety.
- n. Well Abandonment. The Operator shall comply with any COGCC rules regarding well abandonment. Upon plugging and abandonment of a well, the Operator shall provide the Director with surveyed coordinates of the abandoned well and shall leave onsite a permanent physical marker of the well location.

**C. Waiver of Approval Standards**

The Town may waive one or more of the Oil and Gas Operation Approval Standards set forth in this Section 10.12.4.B for Operational Conflict, Technical Infeasibility or Environmental Protection.

**1. Operational Conflict**

An approval standard may be waived by the Board of Trustees if the application of a Town standard to the proposed Oil and Gas Operation would materially impede or destroy the state's interest in the responsible, balanced development, production and utilization of oil and gas consistent with protection of public health, safety and welfare, including protection of the environment and wildlife resources.

**a. Request for Waiver**

Upon written request by the applicant, the Director shall schedule a public hearing by the Board of Trustees at the next regularly scheduled meeting for which proper notice can be accomplished and for which there is time on the agenda following receipt of the written waiver request.

**b. Notice of Public Hearing**

- i. The notice of public hearing on the waiver request shall be prepared by the Director and shall include a description of the proposed Oil and Gas Operation, description of the standard(s) sought to be waived, and the date and location of the hearing.
- ii. Not less than fifteen (15) days prior to the hearing, the Director shall publish the notice of public hearing on the waiver request in a newspaper having general circulation in the area. The Operator shall be responsible for the cost of publication.
- iii. Not less than fifteen (15) calendar days prior to the date of the public hearing on the waiver request, the Director shall mail written notice of the public hearing to owners of real property within 300 feet of the subject parcel when the proposed Oil and Gas Operation is located. The applicant shall provide a stamped and addressed envelope for each party to be notified. The list of property owners to be notified shall be compiled by the applicant using the most current list of property owners on file with the County Assessor.

**c. Decision by Board of Trustees on Request for Waiver of Standard**

The Board of Trustees may waive the standard if the Board determines, based on evidence and testimony at the hearing, that application of the approval standard to the proposed Oil and Gas Operation will result in an operational conflict with a state statute, regulation, or other requirement.

The Board may impose conditions that are necessary to minimize any negative impacts of the waiver.

**2. Technical Infeasibility**

The Operator may make a written request to the Director for a waiver due to technical infeasibility at any time during the application review process prior to the final decision on the application. The Director may approve the request for waiver based upon the following determinations:

- a. There is no economical technology commercially available to conduct the proposed Oil and Gas Operation in compliance with the standard; and
- b. Conduct of the proposed Oil and Gas Operation if the standard is waived will be protective of public health, safety, welfare and the environment.

**3. Environmental Protection**

The Operator may make a written request to the Director for a waiver based on environmental protection at any time during the application review process prior to the final decision on the application. The Director may approve the request for waiver if protection of public health, safety welfare and the environment will be enhanced by an alternate approach not contemplated by the standard.

**10.12.5 ENFORCEMENT**

These Regulations for Oil and Gas Operations shall be enforced pursuant to Section 10.10.1 of the UDC.

# ATTACHMENT B

**RESOLUTION NO. P15-25**

**A RESOLUTION RECOMMENDING APPROVAL OF TEXT AMENDMENTS TO TITLE 10 OF THE TOWN OF ERIE MUNICIPAL CODE.**

**WHEREAS**, the Planning Commission of the Town of Erie, Colorado, has received and considered text amendments to the Title 10 of the Town of Erie Municipal Code, on Wednesday, August 19, 2015, on the application of the Community Development Department.

**WHEREAS**, The Town desires to amend Title 10 of the Town of Erie Municipal Code;  
and

**WHEREAS**, it is deemed to be in the best interest of the Town and for the benefit of the public health, safety and welfare of the residents of the Town of Erie for the Town of Erie to amend Title 10 of the Municipal Code.

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

**Section 1. Findings of Fact**

1. The Planning Commission determined that the application meets the Approval Criteria as specified in Title 10 of the Municipal Code, Section 7.21.C.9. Specifically that;
  - a. The proposed amendment will promote the public health, safety, and general welfare;
  - b. The proposed amendment is consistent with the Town's Comprehensive Plan and the stated purposes of Title 10; and
  - c. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

**Section 2. Conclusions**

The application is in substantial compliance with Title 10 of the Municipal Code, Section 7.21 – Amendments to the Text of The Code.

**Section 3. Recommendations and Conditions**

The Planning Commission recommends approval of the text amendments to Title 10 of the Municipal Code, attached hereto as "Exhibit A."

**INTRODUCED, READ, SIGNED AND APPROVED THIS 19<sup>th</sup> DAY OF AUGUST 2015.**

TOWN OF ERIE, PLANNING COMMISSION

  
\_\_\_\_\_  
J. Eric Bottemhorn, Chair

ATTEST:

  
\_\_\_\_\_  
Hallie S. Sawyer, Secretary

Exhibit A

AMENDMENTS TO JUNE 2015 TITLE 10 UNIFIED DEVELOPMENT CODE

Part I.

New text is underlined; deleted text is shown with ~~strike-through~~.

1. **Chapter 3, Use Regulations**

Section 10.3.2, Use Specific Standards

~~DELETE Section 10.3.2 D.3, Oil and Gas Facilities, and revise the numbering as necessary.~~

~~3. Oil And Gas Facilities~~

~~a. *Setbacks*~~

~~Wells and any associated oil and gas operation facility or structure (above ground) shall be set back in accordance with State of Colorado Oil & Gas Conservation Commission Regulations, as amended.~~

~~b. *Access Roads*~~

~~Access roads on the site and access points to public streets shall be reviewed by the Public Works Department and shall be built and maintained in accordance with the Town standards.~~

~~All erosion control, access and oversize or overweight vehicle permits must be obtained from the Public Works Department prior to beginning operation. All proposed transportation routes to the site shall also be reviewed and approved by the Public Works Department to minimize traffic hazards and adverse impacts on public streets. Existing streets shall be used to minimize land disturbance unless traffic safety, visual or noise concerns, or other adverse surface impacts clearly dictate otherwise.~~

~~Access roads to well and production facilities shall be improved from the point of connection to a street a minimum distance of 200 feet on the access road. The access road shall be improved as a hard surface (concrete or asphalt) for the first 100 feet from the street and then improved as a crushed surface (concrete or asphalt) for 100 feet past the hard surface in the appropriate depth to support the weight load requirements of the vehicles accessing the well and production facilities. If an access road intersects with a pedestrian trail or walk, the developer shall pave, as a hard surface (concrete or asphalt), the access road 100 feet either side of the trail or walk and if necessary, replace the trail or walk to address the weight load requirements of the vehicles accessing the well and production facilities.~~

~~c. *Fencing*~~

~~Oil and gas well facilities (above ground) within the Town of Erie are required to be fenced with wrought iron fencing or *Ameristar Impasse* or *Stronghold* fencing or approved equivalent, as determined by the Community Development Director. The fencing color shall be bronze unless the Community Development Director approves black fencing. Black fencing will only be approved by the Community Development Director if fencing or site furnishings in the adjacent developments have approved black elements.~~

~~d. *Oil and Gas Operation Facility or Structure Color*~~

~~Oil and gas operation facilities or structures (above ground) such as tanks shall be~~

~~Painted a color designated by the Community Development Director.~~

**2. Chapter 6, Development and Design Standards**

Section 10.6.4, Landscaping, Screening, and Fencing

AMEND **Section 10.6.4.H.5.c.ii** as follows:

H. Fencing and Walls

5. Height Restrictions

c. No fence in any district shall exceed 6 feet in height; except:

~~ii. Fences in the LI and AP districts and surrounding oil and gas wells and production facilities in any district may be up to 8 feet in height;~~

AMEND **Section 10.6.4.H.7.a** as follows:

H. Fencing and Walls

7. Restrictions Regarding Certain Materials

~~a. Fences in the RC, LI, PD and AP zoning districts and surrounding oil and gas wells and production facilities in any district may include up to 4 strands of barbless wire, with the lowest strand at least 6 feet above ground level. The barbless wire may be placed vertically or at a 45 degree angle; provided, that it does not extend across the property line.~~

**3. Chapter 6, Development and Design standards**

Section 10.6.14, Oil and Gas Wells and Production Facilities

REVISE **Section 10.6.14, Oil and Gas Wells and Production Facilities**, as follows.

*Amend* Section title:

**Section 10.6.14, Development and Design Standards to Accommodate Oil and Gas Wells and Production Facilities**

*Amend* **Section 10.6.14.A.4:**

A. Existing Oil and Gas Wells and Production Facilities

4. Developments with existing oil and gas wells and associated above ground production facilities shall add fencing to non-fenced wells and facilities or upgrade fencing for wells and facilities in conformance with the following requirements. ~~to be in compliance with Subsection 3.2.D.3.c of this UDC. All proposed fencing changes shall be approved by the mineral right owner either before Final Plat approval or for sites already platted, before Site Plan approval.~~

a. Oil and gas well facilities (above ground) within the Town of Erie shall be fenced with wrought iron fencing or Ameristar Impasse or Stronghold fencing or approved equivalent, as determined by the Community Development Director.

b. The fencing color shall be bronze unless the Community Development Director approves black fencing. Black fencing will only be approved by the Community Development Director if fencing or site furnishings in the adjacent developments have approved black elements.

c. All proposed fencing changes shall be approved by the mineral right owner before Final Plat approval or for sites already platted, before Site Plan approval.

*Delete* **Section 10.6.14.C:**

~~C. Relocation of Oil and Gas Wells, Production Facilities and Pipelines~~

~~1. Relocation of oil and gas wells, production facilities and flow lines associated with development shall be reviewed and approved by the Town through the subdivision process.~~

~~2. Relocation, recordation of vacation of easements and recordation of new easements shall~~

~~be finalized and copies submitted to the Town before a Final Plat is approved.~~

*Amend* **Section 10.6.14.E.4.b:**

E. Future Oil and Gas Wells and Production Facilities

4. The following setbacks shall be provided to future oil and gas wells and above ground production facilities:

b. Street right-of-ways shall be setback a minimum of 150 feet from future oil and gas wells and above ground facilities.

**4. Chapter 7**

Review and Approval Procedures

~~DELETE Section 10.7.13.F~~

~~13. Special Review Use~~

~~F. Operator Agreement~~

~~The Town may enter into an Operator Agreement with an oil and gas operator governing proposed mining and mineral extraction. IN the event that such an Operator Agreement is approved by the Town Board of Trustees, such mining and mineral extraction is exempt from the requirement for Special Review Use approval under this Section 10.7.13 and from Site Plan Review under Section 10.7.12, unless such Operator Agreement provides otherwise.~~

**5. Chapter 11, Definitions**

Section 10.11.3 Terms Defined.

AMEND definition of **Mining and Mineral Extraction** as follows:

The extraction of minerals, including oil and gas and solids like coal and other ores, from their natural occurrences on affected land.

AMEND definition of **Oil and Gas Well Gathering Lines** to be the same definition used in the Oil and Gas Regulations.

~~A pipeline which transports natural gas beyond leasehold gas metering equipment to a compressor facility, processing plant or interstate pipeline connection.~~

A pipeline and equipment that transports gas from a production facility (ordinarily commencing downstream of the final production separator at the inlet flange of the custody transfer meter) to a natural gas processing plant or transmission line or main. The term "gathering line" includes valves, metering equipment, communication equipment, cathodic protection facilities, and pig launchers and receivers, but does not include dehydrators, treaters, tanks, separators, or compressors located downstream of the final

production facilities and upstream of the natural gas processing plants, transmission lines, or main lines.

DELETE definition of **Operator Agreement:**

~~OPERATOR AGREEMENT~~

~~An agreement between the Town and an oil and gas operator establishing Best Management Practices and/or other terms and conditions for Mining and Mineral Extraction~~

DELETE definition of **Oil and Gas Operator:**

~~OIL AND GAS OPERATOR~~

~~The individual or firm engage in all or a portion of the extraction of oil and gas.~~

Part II.

New CHAPTER 12: REGULATIONS FOR OIL AND GAS OPERATIONS, to read as follows:

CHAPTER 12: REGULATIONS FOR OIL AND GAS OPERATIONS

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## CHAPTER 12: REGULATIONS FOR OIL AND GAS OPERATIONS

### 10.12.1 GENERAL PROVISIONS

#### A. Title and Citation

These Regulations are entitled and may be cited as the "Regulations for Oil and Gas Operations."

#### B. Purpose

The purpose of these Regulations is to provide a framework for the responsible exploration and production of oil and gas resources in a manner that preserves other natural resources, that is sensitive to surrounding land uses, and that mitigates adverse impacts to and protects public health, safety, welfare and the environment of the Town. These standards are not intended to supersede state laws, regulations or rules pertaining to oil and gas development, but rather are meant to supplement those requirements where appropriate, and to address areas of regulation where none has been established by the state.

#### C. Authority

This section is adopted pursuant to C.R.S. § 31-15-401, C.R.S. and §§ 29-20-101 et seq.,

#### D. Oil and Gas Permit Required

Oil and Gas Operations to be located wholly or partially within the municipal boundaries on public or private lands require an Oil and Gas Permit issued pursuant to these Regulations.

##### 1. Type A Permit.

Planning Commission review and decision, subject to call-up by Board of Trustees. Public hearing is not required. See Section 10.12.3.D.

##### 2. Type B Permit.

Director review, public hearing and recommendation by Planning Commission, public hearing and decision by Board of Trustees. See Section 10.12.3.E.

#### E. Applicability

1. New or expanded Oil and Gas Operations within the Town are subject these Regulations. These Regulations take the place of the existing special

review use process. In the event that the provisions of these Regulations conflict with any other provisions of the UDC, this section shall supersede as it applies to Oil and Gas Operations.

2. Oil and Gas Permits issued pursuant to these Regulations shall encompass within its authorization the right of the Operator, its agents, employees, subcontractors, independent contractors, or any other person to perform that work reasonably necessary to conduct the activities authorized by the permit, subject to all other applicable Town regulations and requirements.

**F. Exemptions from these Regulations**

1. **Operator Agreement**  
An Operator Agreement approved by the Town Board of Trustees may, by its terms, exempt the proposed Oil and Gas Operation from these Regulations.
2. **Continuation of Existing Operations**  
Oil and Gas Operations that are in existence on the effective date of these Regulations or that are located within territory which thereafter is annexed to the Town may continue operating without the issuance of an Oil and Gas Permit under these Regulations.
3. **Recompletion of Existing Wells**  
Recompletion of wells in existence as of the effective date of these regulations shall be reviewed in accordance with Section 10.12.3.F.

**G. Expansion of Operations Existing at the Time of the Effective Date of These Regulations**

Expansion of existing oil and gas operations is subject to these Regulations. "Expansion" includes:

1. Expansion of existing Oil and Gas Operations.
2. Installation of new wells on existing well pad sites.
3. Expansion of the areas of existing well pad sites

**H. Severability**

If any section, clause, provision, or portion of these Regulations should be found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, the remainder of these Regulations shall not be affected thereby and is hereby declared to be necessary for the public health, safety and welfare.

**I. Definitions**

**Closed Loop Drilling Process or System**

A closed loop mud drilling system typically consists of steel tanks for mud mixing and storage and the use of solids removal equipment which normally includes some combination of shale shakers, mud cleaners and centrifuges sitting on top of the mud tanks. This equipment separates drill cutting solids from the mud stream coming out of the wellbore while retaining the water or fluid portion to be reused to continue drilling the well bore. The solids are placed in containment, either a shallow lined pit or an above ground container, provided on location. The system differs from conventional drilling where a reserve pit is used to allow gravitational settling of the solids from the mud which can then be reused. A Closed Loop Drilling System does not include use of a Conventional Reserve Drilling Pit.

**Degradation**

Lowering in grade or desirability; lessening in quality.

**Director**

Community Development Director or the Director's representative.

**Exploration and Production Waste**

Those wastes associated with Oil and Gas Operations to locate or remove oil or gas from the ground or to remove impurities from such substances and which are uniquely associated with and intrinsic to oil and gas exploration, development or production activities that are exempt from regulation under the Resource Conservation and Recovery Act (RCRA).

**Flare Pit**

A pit used exclusively for flaring gas.

**Flowlines**

Those segments of pipe from the wellhead downstream through the production facilities ending at:

- (a) In the case of gas lines, the gas metering equipment; or
- (b) In the case of oil lines, the oil loading point or LACT unit; or
- (c) In the case of water lines, the water loading point, the point of discharge to a pit, the injection wellhead, or the permitted surface water discharge point.

**Gathering Line**

A pipeline and equipment that transports gas from a production facility (ordinarily commencing downstream of the final production separator at the inlet flange of the custody transfer meter) to a natural gas processing plant or transmission line or main. The term "gathering line" includes valves, metering equipment, communication equipment, cathodic protection facilities, and pig launchers and receivers, but does not include

dehydrators, treaters, tanks, separators, or compressors located downstream of the final production facilities and upstream of the natural gas processing plants, transmission lines, or main lines.

### **Geologic Hazards**

Terrain and geological traits that pose a risk of causing damage to property or human life, including subsurface features such as fault lines, aquifers and other geothermic and geologic phenomena.

### **Hydraulic Fracturing or Hydraulic Fracturing Treatment**

All stages of the treatment of a well by the application of hydraulic fracturing fluid under pressure that is expressly designed to initiate or propagate fractures in a target geologic formation to enhance production of oil and natural gas.

### **Hydraulic Fracturing Fluid**

The fluid, including the applicable base fluid and all hydraulic fracturing additives, used to perform a hydraulic fracturing treatment.

### **Linear Feature**

A road, gathering line, or pipeline that is necessary to cross a water body or connect or access a well or gathering line. A linear feature is not considered necessary simply because it is the most proximate or least expensive method for crossing a water body or connecting or accessing a well or gathering line.

### **Mitigation**

The following actions, in order of preference:

- (a) Avoiding impacts: avoiding an impact by not taking a certain action or parts of an action; or
- (b) Minimizing impacts: limiting the degree or magnitude of the action or its implementation, or by changing its location; or
- (c) Rectifying impacts: repairing, rehabilitating, or restoring the impact area, facility or service; or
- (d) Reducing or eliminating impacts: reducing or eliminating the impact over time by preservation and maintenance operations; and
- (e) Other provisions for addressing impacts: replacing or providing equivalent biological, social, environmental and physical conditions, or a combination thereof.

### **Oil and Gas Operations**

Exploration for oil or gas, including but not limited to conventional oil and gas and coalbed methane gas; the siting, drilling, deepening, recompletion, reworking, refracturing, closure or abandonment of an oil or gas well; pumping stations; production facilities and operations including the installation of flow lines and gathering lines; accessory equipment; construction, site preparation, reclamation and related activities associated with the development of oil and gas resources, including their impacts on or construction of access roads and easements.

**Operator Agreement**

An agreement between the Town and an Operator describing how proposed Oil and Gas Operations are to be conducted within the municipal boundaries.

**Operation(s)**

Oil and Gas Operations.

**Operator**

The applicant, a parent or subsidiary entity or person, or an entity that has a financial interest in the Operation.

**Permit**

Town of Erie Oil and Gas Permit issued pursuant to the provisions of this Chapter 12.

**Pipelines**

Flowlines and gathering lines for oil and gas wells.

**Pit**

Any natural or man-made depression in the ground used for oil or gas exploration or production purposes. A pit does not include steel, fiberglass, concrete or other similar vessels which do not release their contents to surrounding soils.

**Pitless**

Pitless with respect to drilling means there is no pit regardless of size or function. This includes conventional reserve drilling pits and drilling cutting pits, but does not include flare pits which may be utilized to contain necessary flaring during the drilling, completion, or up-set conditions. An above ground water tight metal or other material container is utilized instead of a sub surface pit to hold drilling cuttings until they are disposed of.

**Production Facilities**

All storage, separation, treating, dehydration, artificial lift, power supply, compression, pumping, metering, monitoring, flowline, and other equipment directly associated with oil wells, gas wells, or injection wells.

**Regulation(s)**

The Town of Erie Oil and Gas Regulations set forth in Chapter 12 of the UDC.

**Reference Area**

An area either (1) on a portion of the site that will not be disturbed by oil and gas operations, if that is the desired final reclamation; or (2) another location that is undisturbed by oil and gas operations and proximate and similar to a proposed oil and gas location in terms of vegetative potential and management, owned by a person who agrees to allow periodic access to it for the purpose of providing baseline information for reclamation standards, and intended to reflect the desired final reclamation.

**Residential Building Unit**

Building or structure designed for use as a place of residency by a person, a family, or families. The term includes manufactured, mobile, and modular homes, except to the extent that any such manufactured, mobile, or modular home is intended for temporary occupancy or for business purposes.

**Significant**

Of considerable or substantial consequence.

**Significantly Degrade**

To lower in grade or desirability to a significant as opposed to trifling degree.

**UDC**

Town of Erie Uniform Development Code.

**VOC Emissions**

Volatile organic compounds in oil and gas operations that are released into the atmosphere and/or ground.

**Water Body**

Any surface waters which are contained in or flow in or through the Town, including: Coal Creek, Boulder Creek, Erie Lake, Erie Reuse Reservoir, Thomas Reservoir, Prince Lake #2, and any irrigation ditches.

**Well (Oil and Gas)**

An oil or gas well, a hole drilled for the purpose of producing oil or gas, a well into which fluids are injected, a stratigraphic well, a gas storage well, or a well used for the purpose of monitoring or observing a reservoir.

**Wildlife Habitat**

A natural or man-made environment that contains the elements of food, shelter, water, and space in a combination and quantity necessary to sustain one or more wildlife or plant species at stable population levels in historically-used habitats. Sensitive wildlife habitat areas include, but are not limited to, nesting, brood rearing areas, rookeries, leeks, migration corridors, calving and fawning grounds for big game.

**10.12.2 PERMIT APPLICATION PROCESS FOR OIL AND GAS OPERATIONS**

**A. Permit Application Submittal**

The applicant shall submit the Permit application materials to the Director. The Permit application materials are set forth in Section 10.12.2.D.

**B. Waiver of Permit Application Material Requirements**

The Director may waive any part of the Permit application material requirements when the information would not be relevant to determining whether the proposed Oil and Gas Operation complies with the approval standards.

**C. Permit Application Fee**

The applicant is responsible for the costs of reviewing and processing the Permit application. The applicant is responsible for the costs of counsel, consultant and referral agency review of the Permit application including reviews associated with the pre-application conference, completeness determination, and all hearings and meetings on the Permit application.

**1. Fee Requirement**

The Permit application shall be accompanied by the application fees set forth in Section 2-10-5 of the Municipal Code.

**2. Payment of Additional Costs**

If there are costs for reviewing and processing the Permit application in addition to the application fees paid pursuant to C.1 above, the additional cost shall be billed to the applicant. Additional costs billed to the applicant must be paid within thirty (30) days of the billing date, and must be paid in full prior to final action by the Town on the Permit application.

**D. Permit Application Materials for Oil and Gas Operation**

The applicant shall submit the application materials to the Community Development Department. The Director may waive any part of the application material requirements when the information would not be relevant to determining whether the proposed Oil and Gas Operation complies with the applicable standards.

**1. Application Form**

Completed application form.

**2. Summary of Proposed Oil and Gas Operation**

Summary of proposed Oil and Gas Operation, including a list of all proposed oil and gas facilities to be installed and estimated timeline.

3. **Topographic Map**

Topographic map at a scale not to exceed 1"=40' that shows:

- a. Proposed Oil and Gas Operation location. The location of the proposed Oil and Gas Operation including well pads, tanks, roads, pipelines and gathering systems, and related features on a United States Geological Survey quadrangle map or on a recorded plat if the proposed Oil and Gas Operation is within an approved subdivision, with the location highlighted so that it is easy to see.
- b. Topography. Existing and proposed topography at intervals established by the Director as necessary to portray the direction and slope of the area affected by the proposed Oil and Gas Operation.
- c. Transportation and roads. All public and private roads that traverse and/or provide access to the proposed Oil and Gas Operation.
- d. Easements. Easements recorded or historically used that provide access to or across, or other use of, the property.
- e. Municipal and subdivision boundaries. Municipal or subdivision boundaries within one mile of the well pad, tanks, gathering lines, storage areas or any other ancillary feature of the proposed Oil and Gas Operation.
- f. Other Operations. Location of other Oil and Gas Operations within one mile of the site.
- g. Shortest distance between any proposed well or surface equipment on the well pad and the nearest exterior wall of an existing Building Unit.

4. **Current Aerial Photo**

Current aerial photo that shows the location of the proposed Oil and Gas Operation and the shortest distance between any proposed well or surface equipment on the well pad and the nearest exterior wall of an existing Building Unit, displayed at the same scale as the topographic map to facilitate use as an overlay.

5. **Site Preparation Plan**

Site plan for site preparation, mobilization, and demobilization.

6. **Applications and Permits**  
Copies of all state applications for the proposed Oil and Gas Operation, and permits, when issued.
7. **Reports/Studies/Plans**  
The following reports, studies and plans shall be prepared to adequately portray the physical characteristics of the property.
  - a. **Air Quality Impact Assessment and Mitigation Plan**  
An assessment of air quality impacts of the proposed Oil and Gas Operation and a plan to maintain air quality, including a plan to minimize VOC emission in compliance with these Regulations.
  - b. **Chemicals and Hydraulic Fracturing Fluids Disposal and Reporting Plan**  
A plan for disposal and reporting of chemicals and hydraulic fracturing fluids, that includes:
    - i. Material safety data sheets for the chemicals used in the proposed Oil and Gas Operation.
    - ii. Chemical Abstract Service Registry Numbers for every chemical used in the proposed Oil and Gas Operation, if available, other than those protected as Trade Secrets.
    - iii. Hydraulic fracturing.
    - iv. Provision for reporting to the Town the chemicals, other than those protected as a Trade Secret, that will be stored and used during any hydraulic fracturing event along with the maximum quantity that will be present on-site at any one time.
  - c. **Cultural Survey**  
A cultural, historical, and archeological survey of the proposed Oil and Gas Operations site and other areas and properties impacted by access to the site.
  - d. **Dust Suppression Plan**  
Dust suppression and control plan.
  - e. **Grading/Drainage and Erosion Control Plan**  
A plan that identifies existing (dashed lines) and proposed (solid lines) contours, at two-foot intervals, and the methods for controlling erosion during construction and operational phases of the proposed Oil and Gas Operation.

- f. **Emergency Response Plan**  
A plan that addresses events such as explosions, fires, gas or water pipeline leaks or ruptures, leaks from well casings and pits, tank leaks or ruptures, hydrogen sulfide or other toxic gas emissions, transportation of hazardous material and vehicle accidents or spills. The plan must include proof of adequate personnel, supplies, and funding to immediately implement the emergency response plan at all times during construction and Operations.
- g. **Geological Report**  
A report detailing the geological characteristics of the site, prepared by a registered engineer. The report shall include an assessment of the geologic hazards within one mile of the site and a plan for mitigating impacts from geologic hazards to the proposed Oil and Gas Operation and impacts of the proposed Operation on geologic hazards.
- h. **Public Services and Facilities Impact Assessment**  
A description of existing levels, demand for, adequacy of, and the operational costs of public services affected by the proposed Oil and Gas Operation; a description of the increase in demand on those services and a plan for mitigating the impacts to public services and facilities.
- i. **Lighting Plan**  
A plan for installation of down cast lighting or some other form of lighting that mitigates light pollution and spill-over onto adjacent properties; provided, however, that the Operator may still use lighting that is necessary for public and occupational safety.
- j. **Operation Plan**  
A plan including the method and schedule for drilling, completion, transporting, production and post-operation, and a description of future Oil and Gas Operations.
- k. **Reclamation Plan**  
A plan for interim reclamation and revegetation of the site and final reclamation of the site. The plan shall include the locations of any proposed Reference Areas to be used as guides for interim and final reclamation.
- l. **Spill Prevention Control and Countermeasures Plan**
- m. **Traffic Management Plan**

A plan showing the estimated number of vehicle trips per day for each type of vehicle, proposed access routes to and from the site, and measures to mitigate adverse impacts to traffic patterns and safety caused by the proposed operation.

- n. **Access Road Plan**  
A plan sufficient to demonstrate compliance with the approval standards in Section 10.12.4.
- o. **Stormwater Control Plan**  
A plan to minimize impacts to surface waters from erosion, sediment, and other sources of nonpoint pollution. The stormwater control plan required by COGCC Rule 1002(f) may be provided to establish compliance with this provision.
- p. **Vegetation and Weed Management Plan**  
A written description of the species, character and density of existing vegetation on the site, a summary of the potential impacts to vegetation as a result of the proposed Oil and Gas Operation, and proposed mitigation to address these impacts. The plan shall include any COGCC required interim and final reclamation procedures.
- q. **Water Quality Impact Assessment and Mitigation Plan**
  - i. Identification of all surface and subsurface water bodies. An inventory and location of all water bodies, as well as domestic and commercial water wells within one mile of the proposed Oil and Gas Operation.
  - ii. Identification of intake(s) for public drinking water supply.
  - iii. Water quality monitoring and mitigation plan. A Water Quality Monitoring Plan that establishes a baseline and a process for monitoring changes to water quality and the aquatic environment to demonstrate the effectiveness of mitigation. The plan shall comply with the Colorado Oil and Gas Association Voluntary Baseline Groundwater Quality Sampling Program, as it may be amended, and be complementary to any monitoring required by the state. The plan shall, at a minimum, include the following elements:
    - (A) Key stream segments, other water bodies, and groundwater to monitor.

- (B) Locations for and frequency of sampling and monitoring to establish baseline of existing conditions prior to the proposed Oil and Gas Operation including existing water quality, aquatic life and macro-invertebrates, and groundwater data.
- (C) Key indicators of water quality and stream health, and threshold levels that will be monitored to detect changes in water quality and health of the aquatic environment.
- (D) Locations for and frequency of sampling and monitoring for key indicators of water quality and stream health, including but not limited to constituents regulated by the Colorado Water Quality Control Commission, and constituents associated with the proposed Oil and Gas Operation.
- (E) Locations for and frequency of sampling and monitoring to measure effectiveness of water quality mitigation during the life of the proposed Oil and Gas Operation and five years after final reclamation of all disturbed areas is complete.
- (F) Mitigation steps that will be implemented to avoid degradation of water bodies if monitoring of key indicators reveals degradation.

r. **Water Availability: Physical Availability and Legal Right to Utilize**

An assessment of how much water will be needed for each phase of the proposed Oil and Gas Operation, and the source of water supply both physically and legally, for the life of the proposed Operation.

s. **Wildlife and Wildlife Habitat Assessment**

An assessment of existing wildlife and wildlife habitat, an evaluation of the impacts of the proposed Oil and Gas Operation on wildlife and wildlife habitat, and proposed mitigation to address these impacts.

t. **Operational Conflict/Technical Infeasibility/Environmental Protection Waiver Request**

Documentation of the basis for any waiver of approval standards based on operational conflict, technical infeasibility or

environmental protection that the applicant may request pursuant to Section 10.12.4.C of these Regulations.

- u. Additional information requested by the Director.

### **10.12.3 PERMIT PROCESS FOR OIL AND GAS OPERATIONS AND NOTICE OF RECOMPLETION OF EXISTING WELLS**

#### **A. Pre-Application Conference and Permit Classification**

##### **1. Pre-Application Conference**

Prior to submitting an application for an oil and gas permit, an applicant shall meet with the Director to discuss the proposed Oil and Gas Operation. The purpose of the pre-application conference includes, without limitation:

- a. To discuss the location and nature of the proposed Oil and Gas Operations;
- b. To explain the application submittal requirements, the nature of materials that will be responsive to those requirements, and waivers of any materials that would not be necessary in determining whether the application complies with Town requirements;
- c. To discuss state terms and conditions imposed on the proposed Oil and Gas Operation;
- d. To identify site-specific concerns and issues that bear on the proposed Oil and Gas Operation;
- e. To discuss projected impacts and potential mitigation;
- f. To discuss the Town Oil and Gas Operation Standards that must be satisfied for Permit approval;
- g. To discuss whether the application will be classified as a Type A or Type B Permit application; and
- h. To identify potential Operational Conflicts, or waivers of Oil and Gas Operation Standards based on technical infeasibility or environmental protection that the applicant intends to raise.

##### **2. Pre-Application Materials**

At or before the pre-application conference, the applicant shall provide the Director with information that is sufficient for determining the location

and nature of the proposed Oil and Gas Operation, the degree of impacts associated with the Operation, and mitigation proposed to offset such impacts.

**B. Classification of Permit Application**

Within ten (10) working days after the pre-application conference the Director shall classify the Permit application as a Type A or Type B Permit application.

**1. Oil and Gas Operations Classified as Type A**

An Oil and Gas Operation will be classified as a Type A Permit application if the Operator agrees to conduct the operation in conformance with the following requirements<sup>1</sup>.

- a. The Operation will be at least 1000 feet from occupied buildings or occupied buildings permitted for construction.
- b. Wells and production facilities shall be 750 feet or more from Erie platted residential lots or parks, sports fields and playgrounds, or other designated outside activity areas.
- c. The Operation will be at least 500 feet from any surface water body.
- d. The Operation will be at least 500 feet from any domestic or commercial water wells or irrigation wells and the Operation is not located within a floodway district as defined in Section 10.2.7.C.4 of the UDC.
- e. The Operation will utilize closed-loop systems for drilling and completion operations.
- f. The Operator agrees to control noise levels as follows.
  - i. For db(A) scale noise, Operator will insure that the noise level from Operations subject to the light industrial zone noise standard under COGCC Regulations 802.b and 604.c.(2)(A) does not exceed sixty (60) db(A) and that the noise level from Operations subject to the industrial zone noise standard under COGCC Regulations 802.b and 604.c.(2)(A) is reduced at least five (5) db(A) below the maximum level permitted by those Regulations. For this purpose, the noise level shall be measured as set forth in COGCC Regulations 802.b and c, except no measurements shall be taken when traffic is passing the sound level meter,

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<sup>1</sup> These requirements may not be waived.

and Operator shall be present during all measurements. As set forth in COGCC Regulation 802.b, the noise levels shall be subject to increase for a period not to exceed fifteen (15) minutes in any one (1) hour period and reduction for periodic, impulsive or shrill noises.

- ii. For db(C) scale noise, Operator shall comply with the requirements of COGCC Regulation 802.
- g. The Operator agrees to control air quality through the following practices.
- i. To identify leaks, Operator will perform audio, visual and olfactory inspections on a monthly basis at all of its new and existing wells and related facilities and equipment within Erie's Town Limits. Operator will also inspect each such well with an infra-red camera on a monthly basis. The initial baseline inspections will occur within sixty (60) calendar days after the date of Permit approval. After a well has produced for twelve (12) months, the frequency of such inspections shall decrease from monthly to quarterly. If Operator determines that any repairs are required based on these inspections, Operator will promptly initiate these repairs.
  - ii. Operator will report to the Director on the inspection results and any associated repairs the month after the inspection or repair occurs. This information will be collectively reported on a monthly basis in the same format that Operator uses for reporting to the Air Pollution Control Division under Regulation 7, but that is specific to wells located within the Erie Town Limits. The Town will make this information available upon its website, or may provide a link for such information from Town's website to Operator's website.
  - iii. For each well completion operation with hydraulic fracturing, the Operator will control emissions by the following procedures.
    - (A) For the duration of flowback, route the recovered liquids into one or more storage vessels or re-inject the recovered liquids into the well or another well, and route the recovered gas into a gas flow line or collection system, re-inject the recovered gas into the well or another well, use the recovered gas as an

onsite fuel source, or use the recovered gas for another useful purpose that a purchased fuel or raw material would serve, with no direct release to the atmosphere.

(B) If compliance with the prior paragraph is infeasible, the Operator must capture and direct flowback emissions to a completion combustion device equipped with a reliable continuous ignition source over the duration of flowback, except in conditions that may result in a fire hazard or explosion, or where high heat emissions from a completion combustion device may negatively impact waterways or nearby structures. Non-flammable gas may be vented temporarily until flammable gas is encountered where capture or combustion is not feasible.

- h. The Operation will recycle and reuse water at the pad sites and otherwise minimize waste water production to the extent that it is determined such recycling, reuse, and waste water minimization is technically and economically feasible.
- i. If water is not being piped to a well pad site, the proposed Operation will utilize Town water rather than trucking water to the site.
- j. The Operation will not utilize Class II underground injection control wells.

2. **Oil and Gas Operations Classified as Type B**  
Operations that are not classified as Type A Permits shall be classified as Type B Permits.

**C. Determination of Completeness**

- 1. **Application Is Not Complete**  
If the Director determines that the application is not complete, the Director shall inform the applicant in writing of the deficiencies and shall take no further action on the application until the deficiencies are remedied. If the applicant fails to correct the deficiencies within thirty (30) calendar days after the notice that the application is incomplete, the application shall be considered withdrawn unless the applicant requests more time to ensure that the materials are as complete as possible.
- 2. **Application Is Complete**

If the Director determines that the application is complete, the Director shall date the application and notify the applicant in writing.

3. **Completeness Is Not a Determination of Compliance**

A determination that an application is complete shall not constitute a determination that it complies with the approval standards of these Regulations.

**D. Type A Permit Review and Planning Commission Decision Process**

A Type A Permit is subject to review and decision by the Planning Commission. The Planning Commission shall make a decision on the Permit application at a properly noticed public meeting. A public hearing is not required.

1. **Neighborhood Meeting**

The purpose of a neighborhood meeting is to provide an informal opportunity to inform the residents and landowners of the surrounding neighborhood(s) of the details of the proposed Oil and Gas Operation, how the applicant intends to meet the standards contained in these Regulations, and to receive public comment and encourage dialogue at an early time in the review process. No decision regarding the application will be made at the Neighborhood Meeting.

a. **Applicability**

The Director may waive the neighborhood meeting requirement if it is determined that the proposed Oil and Gas Operation would not have significant impacts in any of the following areas. The waiver shall be in writing and shall be included as part of the case record.

i. Traffic;

ii. Natural resources protected under the UDC; and

iii. Operational compatibility, such as lighting, hours of operation, odors, noise, litter, or glare.

b. **Notice of Neighborhood Meeting**

The applicant shall submit an affidavit to the Town stating that the public notice requirement has been met.

c. **Attendance at Neighborhood Meeting**

The applicant or applicant's representative shall attend the neighborhood meeting. The applicant shall be responsible for scheduling the meeting, coordinating the meeting, and for retaining an independent facilitator if needed. Attendance at the meeting by Town staff is not required. The Director may require attendance at

the meeting, only for the purpose of explaining the application process. Comments made by staff at the neighborhood meeting are preliminary in nature and not determinative of the Town's position on the application.

d. **Summary of Neighborhood Meeting**

The applicant shall prepare a written summary of the neighborhood meeting. The written summary shall be provided to Town staff.

2. **Public Notice of Planning Commission Meeting**

a. **Written Notice of Planning Commission Meeting to Adjacent Property Owners**

Not less than fifteen (15) calendar days prior to the date of the Planning Commission meeting to consider the Permit application, the Director shall mail written notice of the meeting to adjacent property owners. The applicant shall provide a stamped and addressed envelope for each party to be notified.

i. **Notice**

The applicant is responsible for composing the written notice. The notice shall include:

- (A) Date, time, and place of the meeting;
- (B) Description of the property involved in the application by street address or by legal description and nearest cross street;
- (C) Description of the purpose of the meeting and that interested parties can come to the meeting and speak on the matter.
- (D) Information on how to obtain additional information on the proposed Oil and Gas Operation and to comment on the proposed Operation.
- (E) Contact information for the Operator, including phone number and office hours.

ii. **List of Property Owners**

The list of property owners to be notified shall include the following persons and shall be compiled by the applicant using the most current list of property owners on file with the County Assessor.

- (A) Owners of record of property within 300 feet of the site of the proposed Operation.
- (B) Associated homeowners associations.
- (C) Additional persons or geographic areas that the Director may designate.

iii. **Validity of Notice**

The applicant is responsible for the accuracy of lists of property owners to whom written notice is provided. If the applicant makes reasonable good faith efforts to accomplish the notice responsibilities identified above, then the failure of any property owner to receive notice shall not affect the validity of the decision.

b. **Posted Notice**

The applicant is required to post on the property a notice of the Planning Commission meeting to consider the Permit application. The Town will provide the signs for posting. The applicant is responsible for filling out the signs, posting the signs, checking on the signs to make sure they remain in place, and to remove the signs within two days after the meeting. Prior to the meeting the applicant shall submit to the Community Development Department a notarized affidavit, on the Town form, stating that the notice was posted and maintained.

3. **Referral of Application**

The Director may send a copy of the complete application to consultants and any local, state or federal agency that may have expertise or an interest in impacts that may be associated with the proposed Oil and Gas Operation. The applicant shall be responsible for the costs of any consultant and referral agency review.

4. **Application Review and Staff Report**

a. **Director Review and Staff Report**

The Director shall prepare a report taking into account the application, review comments, issues raised by referral agencies and consultants, terms and conditions imposed by state agencies, probability of compliance with the approval standards, and any other available information on the record.

b. **Distribution of Staff Report**

No less than seven (7) calendar days prior to the date of the Planning Commission meeting, the Director shall submit the staff

report to the applicant and to the Planning Commission. A copy of the staff report shall also be available for public review prior to the hearing.

5. **Permit Decision by Planning Commission**

The Planning Commission shall approve, approve with conditions, or deny the Permit application based upon compliance with the approval standards in Section 10.12.4 of these Regulations. The Commission's decision shall include the following:

- a. **Description of Project**  
Brief discussion of the proposed Oil and Gas Operation;
- b. **Issues**  
Description of issues raised by the affected property owners, referral agencies and consultants;
- c. **Conditions Imposed by the State**  
Description of terms, conditions and requirements imposed on proposed Oil and Gas Operation by the state;
- d. **Impacts and Mitigation**  
Description of impacts of the proposed Oil and Gas Operation, proposed mitigation, and whether each approval standard has been satisfied; and
- e. **Conditions of Approval**  
Conditions of approval, if any, necessary to ensure compliance with approval standards.

6. **Reconsideration of Planning Commission's Decision by Board of Trustees**

- a. **Call-up by Board of Trustees**  
At the next regularly scheduled meeting for which proper notice can be accomplished following the Planning Commission's decision, the Board of Trustees may, at its discretion, decide to reconsider the Commission's decision.
- b. **Request by Applicant for Reconsideration by Board of Trustees**  
Not more than five (5) working days after the Planning Commission's decision, the applicant may submit a written request for reconsideration of the Director's decision by the Board of Trustees.

c. **Reconsideration of Director's Decision**

After call-up by the Board or upon receiving the request for reconsideration of the Planning Commission's decision, the Board may reconsider the decision at the next regularly scheduled meeting for which proper notice can be accomplished. A public hearing is not required. The Board shall either uphold the Planning Commission's decision, modify the decision, or reverse the decision based upon the information on record.

E. **Type B Permit Review and Decision**

1. **Neighborhood Meeting**

The purpose of a neighborhood meeting is to provide an informal opportunity to inform the residents and landowners of the surrounding neighborhood(s) of the details of the proposed Oil and Gas Operation, how the applicant intends to meet the standards contained in these Regulations, and to receive public comment and encourage dialogue at an early time in the review process. No decision regarding the application will be made at the Neighborhood Meeting.

a. **Applicability**

The Director may waive the neighborhood meeting requirement if it is determined that the proposed Oil and Gas Operation would not have significant impacts in any of the following areas. The waiver shall be in writing and shall be included as part of the case record.

i. Traffic;

ii. Natural resources protected under the UDC;

iii. Operational compatibility, such as lighting, hours of operation, odors, noise, litter, or glare.

b. **Notice of Neighborhood Meeting**

The applicant shall submit an affidavit to the Town stating that the public notice requirement has been met.

c. **Attendance at Neighborhood Meeting**

The applicant or applicant's representative shall attend the neighborhood meeting. The applicant shall be responsible for scheduling the meeting, coordinating the meeting, and for retaining an independent facilitator if needed. Attendance at the meeting by Town staff is not required. The Community Development Director may require attendance at the meeting, only for the purpose of explaining the application process. Comments made by staff at the neighborhood meeting are preliminary in nature and not binding.

d. **Summary of Neighborhood Meeting**

The applicant shall prepare a written summary of the neighborhood meeting. The written summary shall be provided to Town staff.

2. **Public Notice of Planning Commission Hearing**

a. **Published Notice**

Not less than fifteen (15) calendar days prior to the date of the public hearing, the Director shall publish a notice of public hearing on the Permit application. The notice shall be published once in a newspaper having general circulation in the area. The notice shall include contact information for the Operator, including phone number and office hours. The applicant shall be responsible for the cost of publication.

b. **Written Notice of Planning Commission Hearing to Adjacent Property Owners**

Not less than fifteen (15) calendar days prior to the date of the public hearing, the Director shall mail written notice of the public hearing to adjacent property owners. The applicant shall provide a stamped and addressed envelope for each party to be notified.

i. **Notice**

The applicant is responsible for composing the written notice of public hearing. The notice shall include:

- (A) Date, time, and place of the hearing;
- (B) Description of the property involved in the application by street address or by legal description and nearest cross street;
- (C) Description of the purpose of the hearing and that interested parties can come to the hearing and speak on the matter.
- (D) Information on how to obtain additional information on the proposed Oil and Gas Operation and to comment on the proposed Operation.
- (E) Contact information for the Operator, including phone number and office hours.

ii. **List of Property Owners**

The list of property owners to be notified shall include the

following persons and shall be compiled by the applicant using the most current list of property owners on file with the County Assessor.

- (A) Owners of record of property within 300 feet of the site of the proposed Operation.
- (B) Associated homeowners associations.
- (C) Additional persons or geographic areas that the Director may designate.

iii. **Validity of Notice**

The applicant is responsible for the accuracy of lists of property owners to whom written notice is provided. If the applicant makes reasonable good faith efforts to accomplish the notice responsibilities identified above, then the failure of any property owner to receive notice shall not affect the validity of the decision.

c. **Posted Notice**

The applicant is required to post on the property a notice of the Planning Commission hearing. The Town will provide the signs for posting. The applicant is responsible for filling out the signs, posting the signs, checking on the signs to make sure they remain in place, and to remove the signs within two days after the final decision on the Permit application. Prior to the hearing the applicant shall submit to the Community Development Department a notarized affidavit, on the Town form, stating that the notice was posted and maintained.

3. **Referral of Application**

The Director may send a copy of the complete application to consultants and any local, state or federal agency that may have expertise or an interest in impacts that may be associated with the proposed Oil and Gas Operation. The applicant shall be responsible for the costs of any consultant and referral agency review.

4. **Application Review and Staff Report**

a. **Director Review and Staff Report**

The Director shall prepare a report taking into account the application, review comments, issues raised by referral agencies and consultants, terms and conditions imposed by state agencies, probability of compliance with the approval standards, and any other available information on the record.

- b. **Distribution of Staff Report**  
No less than seven (7) calendar days prior to the date of the public hearing, the Director shall submit the staff report to the applicant and to the Planning Commission. A copy of the staff report shall also be available for public review prior to the hearing.
5. **Planning Commission's Hearing and Recommendation**  
The Planning Commission shall consider the Permit application at a public hearing following proper public notice.
- a. **Recommend Approval of Permit Application**  
If the proposed Oil and Gas Operation satisfies the approval standards, the Planning Commission shall recommend the Permit application be approved.
  - b. **Recommend Denial of Permit Application**  
If the proposed Oil and Gas Operation fails to satisfy the approval standards, the Planning Commission may recommend that the Permit application be denied; or
  - c. **Recommend Conditional Approval of Permit Application**  
The Planning Commission may recommend approval with conditions determined necessary for compliance with applicable development standards.
6. **Public Hearing and Decision by Board of Trustees**
- a. **Public Notice of Board of Trustees Hearing**
    - i. **Published Notice**  
Not less than fifteen (15) calendar days prior to the date of the public hearing, the Director shall publish a notice of public hearing on the Permit application. The notice shall be published once in a newspaper having general circulation in the area. The notice shall include contact information for the Operator, including phone number and office hours. The applicant shall be responsible for the cost of publication.
    - ii. **Written Notice of Planning Commission Hearing to Adjacent Property Owners**  
Not less than fifteen (15) calendar days prior to the date of the public hearing, the Director shall mail written notice of the public hearing to adjacent property owners. The applicant shall provide a stamped and addressed envelope

for each party to be notified.

(A) **Notice**

The applicant is responsible for composing the written notice of public hearing. The notice shall include:

- (1) Date, time, and place of the hearing;
- (2) Description of the property involved in the application by street address or by legal description and nearest cross street;
- (3) Description of the purpose of the hearing and that interested parties can come to the hearing and speak on the matter.
- (4) Information on how to obtain additional information on the proposed Oil and Gas Operation and to comment on the proposed Operation.
- (5) Contact information for the Operator, including phone number and office hours.

(B) **List of Property Owners**

The list of property owners to be notified shall include the following persons and shall be compiled by the applicant using the most current list of property owners on file with the County Assessor.

- (1) Owners of record of property within 300 feet of the site of the proposed Operation.
- (2) Associated homeowners associations.
- (3) Additional persons or geographic areas that the Director may designate.

(C) **Validity of Notice**

The applicant is responsible for the accuracy of lists of property owners to whom written notice is provided. If the applicant makes reasonable good faith efforts to accomplish the notice responsibilities identified above, then the failure of any property owner to receive notice shall not affect the validity

of the decision.

iii. **Posted Notice**

The applicant is required to post on the property a notice of the hearing. The Town will provide the signs for posting. The applicant is responsible for filling out the signs, posting the signs, checking on the signs to make sure they remain in place, and to remove the signs within two days after the final decision on the Permit application. Prior to the hearing the applicant shall submit to the Community Development Department a notarized affidavit, on the Town form, stating that the notice was posted and maintained.

b. **Application Review and Staff Report**

i. **Director Review and Staff Report**

The Director shall prepare a report taking into account the application, Planning Commission recommendation, review comments, issues raised by referral agencies and consultants, terms and conditions imposed by state agencies, probability of compliance with the approval standards, and any other available information on the record.

ii. **Distribution of Staff Report**

No less than seven (7) calendar days prior to the date of the public hearing, the Director shall submit the staff report to the applicant and to the Board of Trustees. A copy of the staff report shall also be available for public review prior to the hearing.

c. **Permit Decision by Board of Trustees**

The Board of Trustees shall approve, approve with conditions, or deny the Permit application based upon compliance with the approval standards in Section 10.12.4 of these Regulations. The Board's decision shall include the following:

i. **Description of Project**

Brief discussion of the proposed Oil and Gas Operation;

ii. **Issues**

Description of issues raised by the Planning Commission, affected property owners, referral agencies and consultants;

iii. **Conditions Imposed by the State**

Description of terms, conditions and requirements imposed on proposed Oil and Gas Operation by the state;

iv. **Impacts and Mitigation**

Description of impacts of the proposed Oil and Gas Operation, proposed mitigation, and whether each approval standard has been satisfied; and

v. **Conditions of Approval**

Conditions of approval, if any, necessary to ensure compliance with approval standards.

**F. Recompletion of Wells Existing as of the Effective Date of These Regulations**

**1. Notice of Recompletion**

Prior to submitting Form 2 to the COGCC for recompletion of any well existing as of the effective date of these Regulations, the Operator shall notify the Local Government Designee ("LGD") of its intent to submit such form.

**2. Neighborhood Meeting**

Prior to submitting the Form 2 for recompletion of any well existing as of the effective date of these Regulations, the Operator shall hold a neighborhood meeting at the Erie Community Center or a similarly convenient location approved by the Operator and the Town. The Operator shall provide 3 x 5 cards for the public to make written comments. The Town shall provide a lockbox for purposes of collecting written comments from meeting attendees. The LGD or his appointee will attend the meeting and collect the lockbox containing any written comments from meeting attendees. The LGD will transmit the written comments to the COGCC with any comments he submits on behalf of the Town regarding the Form 2.

**3. Mailed Notice**

Prior to the neighborhood meeting, the Operator shall mail notice of the anticipated recompletion to those properties located within at least one-half (1/2) mile of the pad site that would be affected by the recompletion. Owners of record shall be ascertained according to the records of the County Assessor's Office, unless more current information is made available in writing to the Town prior to the mailing of the notices. This notice shall include reference to the neighborhood meeting, contact information for the Operator, and the approximate date recompletion will begin. The Operator will provide the Town with an affidavit or certificate of mailing showing that notice was provided to the list of property owners.

**4. Posted Notice**

Ten (10) days prior to the neighborhood meeting, the Operator shall post a sign at the pad site, giving notice to the general public of the recompletion and contact information for the Operator. The Town will provide the signs for posting. The applicant is responsible for filling out the signs. For parcels of land exceeding ten (10) acres in size, two (2) signs shall be posted. Such signs shall be posted on the subject property in a manner and at a location or locations reasonably calculated by the Town to afford the best notice to the public.

#### **10.12.4 OIL AND GAS OPERATIONS APPROVAL STANDARDS**

##### **A. Standards Applicable to Type A Permits**

In addition to the standards in Section 10.12.4.B, below, all Type A permits shall be subject to the requirements set forth in Section 10.12.3.B.1.

##### **B. Standards Applicable to Type A and Type B Permits**

The following standards are the minimum standards that will apply to all proposed Oil and Gas Operations, and shall be in addition to any applicable state standards.

###### **1. Use of Steel-Rim Berms**

The Oil and Gas Operation will use steel rim berms or some other state of the art technology that will contain fluids and other material instead of sand or soil berms.

###### **2. Setbacks**

Wells and any associated Oil and Gas Operation facility or structure (above ground) shall be set back in accordance with Colorado Oil and Gas Conservation Commission Regulations, as amended.

###### **3. Minimal Site Disturbance**

The Oil and Gas Operation shall be located and constructed in a manner so that there is no unnecessary or excessive site disturbance and that minimizes the amount of cut and fill:

- a. Multi-well drill pads and consolidated facilities will be used to minimize surface disturbance.
- b. Pad dimensions will be the minimum size necessary to accommodate operational needs while minimizing surface disturbance.
- c. Structures and surface equipment will be the minimum size necessary to satisfy present and future operational needs.

- d. The Operation will be located in a manner to minimize impacts on surrounding uses, and achieve compatibility with the natural topography and existing vegetation.

**4. Visual Quality**

The Oil and Gas Operation will not cause significant degradation to the scenic attributes and rural character of the Town.

- a. Facilities shall be painted in a uniform, non-contrasting, non-reflective color, to blend with the surrounding landscape and with colors that match the land rather than the sky. The color should be slightly darker than the surrounding landscape.
- b. The Oil and Gas Operation should be buffered from sensitive visual areas by providing landscaping along the perimeter of the site between the surface equipment and the sensitive visual area.
- c. The Oil and Gas Operation should be constructed in a manner to minimize the removal of and damage to existing trees and vegetation. If the Operation requires clearing trees or vegetation, the edges of the cleared vegetation should be feathered and thinned and the vegetation should be mowed or brushhogged while leaving root structure intact, instead of scraping the surface.
- d. The Oil and Gas Operation shall be sited away from prominent natural features and visual, scenic and environmental resources such as distinctive rock and land forms, rivers and streams, and distinctive vegetative patterns.
- e. To the maximum extent practicable, the Oil and Gas Operation will use low profile tanks or less intrusive equipment.

**5. Natural Resource Areas**

The Oil and Gas Operation may not be located as to cause significant degradation of natural landmarks, rare plant species, riparian corridors, wildlife habitat or other sensitive areas.

**6. Historical and Cultural Resources**

The Oil and Gas Operation shall not cause significant degradation to resources of historic, cultural, paleontological, or archeological importance.

**7. Public Services and Facilities**

The Oil and Gas Operation shall not have a significant adverse effect on the capability of the Town to provide municipal services or the capacity of the service delivery systems.

**8. Use of Existing Roads**

Unless traffic safety, visual or noise concerns, or other adverse surface impacts clearly dictate otherwise, existing roads on or near the site of the Oil and Gas Operation shall be used in order to minimize land disturbance

**9. Transportation, Roads, and Access Standards**

**a. Compliance with Town Standards**

All public roads shall be constructed and maintained in compliance with Town standards as necessary to accommodate the traffic and equipment related to Oil and Gas Operations and emergency vehicles.

**b. Dust Suppression**

Dust associated with on-site activities and traffic on access roads shall be minimized throughout construction, drilling and operational activities such that there are no visible dust emissions from access roads or the site to the extent practical given wind conditions.

**c. Access to Public Roads**

i. Access points to public roads shall be located, improved and maintained to assure adequate capacity for efficient movement of existing and projected traffic volumes and to minimize traffic hazards.

ii. Access roads shall be improved a minimum distance of 200 feet on the access road from the point of connection to a public road. The access road shall be improved as a hard surface (concrete or asphalt) for the first 100 feet from the public road and then improved as a crushed surface (concrete or asphalt) for 100 feet past the hard surface in the appropriate depth to support the weight load requirements of the vehicles accessing the well and production facilities.

iii. If an access road intersects with a pedestrian trail or walk, the Operator shall pave the access road as a hard surface (concrete or asphalt) a distance of 100 feet either side of the trail or walk and if necessary, replace the trail or walk to address the weight load requirements of the vehicles accessing the well and production facilities.

- iv. Temporary access roads associated with the Oil and Gas Operation shall be reclaimed and revegetated to the original state within sixty (60) days after discontinued use of the temporary access roads.
- d. If the projected use of public roads as a result of the Oil and Gas Operation will result in a need for an increase in roadway maintenance, the Operator shall enter into an agreement with the Town whereby the Operator provides for private maintenance or reimburses the Town for such increased costs and/or provides a bond or other financial assurance in an amount acceptable to the Town to cover the costs of mitigating impacts to public roads.

**10. Implementation of Traffic management Plan**

The Operator will implement the required Traffic Management Plan.

**11. Road Repairs**

- a. The Operator will arrange for a qualified outside consultant to perform a road impact study for all public roads that are used to access the Oil and Gas Operation. The consultant will conduct the first part of the study prior to operations and the second part of the study after the Operator completes all drilling and hydraulic fracturing. The Operator and the Town will use these studies to determine the extent of any damage accruing to the road during the study period. The Operator will either promptly pay the Town to repair such damage or arrange for and pay the cost of such repairs itself, whichever the Town prefers.
- b. The Operator shall maintain financial assurance to secure its road repair obligations. The amount of such financial assurance shall equal the Town's annual road maintenance budget as of the date of permit approval multiplied by the percentage yielded by dividing the total number of Town road miles as of the date of permit approval into the number of such road miles that the Operator will use to access the Oil and Gas Operation. The Operator shall select the form of such financial assurance and shall maintain such assurance until it fulfills its obligation to repair road damage pursuant to paragraph a, above.

**12. Grading / Drainage and Erosion Control**

The Oil and Gas Operation shall be conducted in accordance with the Grading/Drainage and Erosion Control Plan.

**13. Water Quality**

The Oil and Gas Operation shall not cause significant degradation of water quality of affected water bodies. The Operator will implement the required water quality monitoring plan. Determination of effects of the Operation on water quality may include, but is not limited to the following considerations:

- a. Applicable narrative and numeric water quality standards.
- b. Changes in point and nonpoint source pollution loads.
- c. Increase in erosion and sediment loads.
- d. Changes in stream channel or shoreline stability.
- e. Changes in stormwater runoff flows.
- f. Changes in quality of ground water.
- g. Certification. The Operator must submit annual reports to the Director certifying compliance with water quality standards, documenting any non-compliance, including its date and duration. A compliance plan is required for all instances of non-compliance.

**14. Wells**

The Oil and Gas Operation shall not cause water quality or water pressure of any public or private water wells to go below pre-project levels. The Operator must submit annual reports to the Director certifying that the Operation has not caused water quality or pressure of public and private wells to go below pre-project levels, documenting non-compliance, including its date and duration. A compliance plan is required for all instances of non-compliance.

**15. Floodplain**

Oil and Gas Operations conducted within the Floodplain Overlay District shall comply with Section 10.2.7.C of the UDC.

**16. Wetlands and Riparian Areas**

The Oil and Gas Operation shall not significantly degrade wetlands and riparian areas.

**17. Wildlife**

The Oil and Gas Operation shall not cause significant degradation of wildlife or wildlife habitat.

**18. Fuel Storage Areas**

The Oil and Gas Operation includes measures to contain fuel in fuel storage areas to prevent release to any water body. Inventory management or leak detection plans may be required.

**19. Disposal of Hydraulic Fracturing Fluid**

The Operator shall demonstrate the ability to and shall dispose of all hydraulic fracturing fluids in accordance with the Hydraulic Fluid Fracturing Disposal Plan.

**20. Hazardous Materials**

a. The Oil and Gas Operation includes measures to contain all hazardous materials in storage areas to prevent release to any water body. Inventory management and leak detection systems are required.

b. Full disclosure, consistent with COGCC requirements, including material safety data sheets of all hazardous materials that will be transported on any public or private roadway within the Town for the Oil and Gas Operation, shall be provided to the Director. This information will be treated as confidential and will be shared with other emergency response personnel only on an as needed basis.

**21. Spill and Release Response and Reporting**

The Operator has demonstrated the ability to control and contain all spills and releases of exploration and production waste, including produced fluids, immediately upon discovery in compliance with the following requirements:

a. Impacts resulting from spills and releases shall be investigated and cleaned up as soon as practicable.

b. For all spills and releases reportable under COGCC Rule 906, within ten (10) days after discovery Operator shall submit to the Director a copy of the spill and release report (COGCC Form 19), including the topographic map showing location of the spill and any information relating to initial mitigation, site investigation, and remediation that accompany the report.

c. For spills and releases which exceed twenty (20) barrels of exploration and production waste, the spill and release shall be verbally reported to the Director as soon as practicable, but not more than twenty-four (24) hours after discovery.

d. Spills and releases of any size which impact or threaten to impact any waters of the state, residence or occupied structure, livestock,

or public byway shall be verbally reported to the Director as soon as practicable, but not more than twenty-four (24) hours after discovery.

- e. Spills and releases of any size which impact or threaten to impact any water supply area shall be verbally reported to the Colorado Environmental Spill Reporting Hotline at 1-877-518-5608, to the Local Government Designee, and to the Director immediately after discovery.
- f. Spills, chemical spills and releases shall be reported in accordance with applicable state and federal laws, including the Emergency Planning and Community Right to Know Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Oil and Pollution Act, and the Clean Water Act, as applicable.

**22. Emergency Response**

The Oil and Gas Operation shall be conducted in accordance with the Emergency Response Plan.

**23. General Operation and Maintenance Requirements**

- a. The Oil and Gas Operation shall maximize resource recovery and minimize releases to the atmosphere during flowback and subsequent recovery / operation.
- b. Gas produced during production shall be captured and not flared or vented to the maximum extent practicable.
- c. The Operator shall at all times keep the well sites, roads, rights-of-way, facility locations, and other Oil and Gas Operation areas safe and in good order, free of noxious weeds, litter and debris.
  - i. The Operation shall comply with COGCC rules concerning weed control. The Operator shall be responsible for ongoing weed control at all locations disturbed by the Operation and along access roads during construction and operation, until abandonment and final reclamation is completed.
  - ii. The Operation shall comply with COGCC rules concerning removal of debris.
  - iii. The Operator shall utilize vehicle tracking control practices to control potential sediment discharges from unpaved

surfaces. Such practices may include road and pad design and maintenance to minimize rutting and tracking, controlling site access, street sweeping or scraping, tracking pads, and wash racks. Traction chains from heavy equipment shall be removed before entering a public roadway.

- d. The Operator shall dispose of all water, unused equipment, litter, sewage, waste, chemicals and debris off of the site at an approved disposal site.
  - i. All equipment used for drilling, re-drilling and maintenance shall be removed from the well pad site within thirty (30) days after completion of the work, unless otherwise agreed to by the surface owner. Permanent storage of equipment on well pad sites shall not be allowed.
  - ii. Materials shall not be buried on-site.
- e. The Operator shall promptly reclaim and reseed all disturbed sites in conformance with COGCC rules.
- f. Routine field maintenance of vehicles or mobile machinery shall not be performed within three hundred (300) feet of any water body.
- g. All mechanized equipment associated with the Operation shall be anchored to minimize transmission of vibrations through the ground.
- h. No burning of trash shall occur in association with the Operation.
- i. Open-ended discharge valves on all storage tanks, pipelines and other containers shall be secured where the Operation site is unattended or is accessible to the general public. Open-ended discharge valves shall be placed within the interior of the tank secondary containment.
- j. All permanent equipment with engines or motors that can be electrified shall be electrified from the power grid or from renewable sources. All well pads that are not electrically operated should use quiet design mufflers (also referred to as hospital grade or dual dissipative) or equivalent; or acoustically insulated housing or covers to enclose the motor or engine.

- k. Exhaust from all engines, motors, coolers and other mechanized equipment shall be vented up or in a direction away from the closest occupied structures.
- l. Oil and gas well facilities (above ground) shall be fenced with wrought iron fencing or Ameristar Impasse or Stronghold fencing or approved equivalent, as determined by the Director. The fencing color shall be bronze unless the Director approves black fencing. Black fencing will only be approved by the Director if fencing or site furnishings in the adjacent developments have approved black elements.
- m. The Operator will install down cast lighting or some other form of lighting that mitigates light pollution and spill-over onto adjacent properties; provided, however, that Operator may still use lighting that is necessary for public and occupational safety.
- n. Well Abandonment. The Operator shall comply with any COGCC rules regarding well abandonment. Upon plugging and abandonment of a well, the Operator shall provide the Director with surveyed coordinates of the abandoned well and shall leave onsite a permanent physical marker of the well location.

**C. Waiver of Approval Standards**

The Town may waive one or more of the Oil and Gas Operation Approval Standards set forth in this Section 10.12.4.B for Operational Conflict, Technical Infeasibility or Environmental Protection.

**1. Operational Conflict**

An approval standard may be waived by the Board of Trustees if the application of a Town standard to the proposed Oil and Gas Operation would materially impede or destroy the state's interest in the responsible, balanced development, production and utilization of oil and gas consistent with protection of public health, safety and welfare, including protection of the environment and wildlife resources.

**a. Request for Waiver**

Upon written request by the applicant, the Director shall schedule a public hearing by the Board of Trustees at the next regularly scheduled meeting for which proper notice can be accomplished and for which there is time on the agenda following receipt of the written waiver request.

**b. Notice of Public Hearing**

- i. The notice of public hearing on the waiver request shall be prepared by the Director and shall include a description of the proposed Oil and Gas Operation, description of the standard(s) sought to be waived, and the date and location of the hearing.
- ii. Not less than fifteen (15) days prior to the hearing, the Director shall publish the notice of public hearing on the waiver request in a newspaper having general circulation in the area. The Operator shall be responsible for the cost of publication.
- iii. Not less than fifteen (15) calendar days prior to the date of the public hearing on the waiver request, the Director shall mail written notice of the public hearing to owners of real property within 300 feet of the subject parcel when the proposed Oil and Gas Operation is located. The applicant shall provide a stamped and addressed envelope for each party to be notified. The list of property owners to be notified shall be compiled by the applicant using the most current list of property owners on file with the County Assessor.

c. **Decision by Board of Trustees on Request for Waiver of**

**Standard**

The Board of Trustees may waive the standard if the Board determines, based on evidence and testimony at the hearing, that application of the approval standard to the proposed Oil and Gas Operation will result in an operational conflict with a state statute, regulation, or other requirement. The Board may impose conditions that are necessary to minimize any negative impacts of the waiver.

2. **Technical Infeasibility**

The Operator may make a written request to the Director for a waiver due to technical infeasibility at any time during the application review process prior to the final decision on the application. The Director may approve the request for waiver based upon the following determinations:

- a. There is no economical technology commercially available to conduct the proposed Oil and Gas Operation in compliance with the standard; and
- b. Conduct of the proposed Oil and Gas Operation if the standard is waived will be protective of public health, safety, welfare and the environment.

**3. Environmental Protection**

The Operator may make a written request to the Director for a waiver based on environmental protection at any time during the application review process prior to the final decision on the application. The Director may approve the request for waiver if protection of public health, safety welfare and the environment will be enhanced by an alternate approach not contemplated by the standard.

**10.12.5 ENFORCEMENT**

These Regulations for Oil and Gas Operations shall be enforced pursuant to Section 10.10.1 of the UDC.

**Town of Erie**  
**Planning Commission Regular Meeting**  
**Wednesday, August 19, 2015**  
**6:30 p.m.**  
**Board Room, Erie Town Hall, 645 Holbrook, Erie, Co 80516**

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**I. CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE**

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

**II. ROLL CALL**

Commissioner Bottenhorn - Present

Commissioner Burgard – Present

Commissioner Campbell - Present

Commissioner Kemp - Present

Commissioner Fraser - Unexcused

Commissioner Gippe - Present

Commissioner Harrison - Present

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

**III. APPROVAL OF THE AGENDA**

Commissioner Harrison moved to approve the August 19, 2015, Regular Meeting Agenda as submitted. The motion, seconded by Commissioner Gippe, carried with all voting in favor thereof.

**IV. APPROVAL OF MINUTES**

**a. Minutes from the August 5, 2015, Regular Meeting.**

Commissioner Burgard moved to approve the August 5, 2015, Minutes as submitted. The motion, seconded by Commissioner Campbell, carried with all voting in favor thereof.

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

Public Comment was given by Kim Mendoza Cooke, 1099 18<sup>th</sup> Street #1800, Denver, representing Anadarko Petroleum Corporation; Joe Evers, 1700 Lincoln St., #1300, Denver, representing Colorado Oil & Gas Association; and DeAndrea Arndt, 828 Lehigh Circle, Erie, Director of Eire Forward. Comments covered concerns about the proposed UDC Amendment and requests to delay approval of the proposed resolution.

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

**1. Proposed Text Amendments to Title 10 of the Town of Erie Municipal Code**

Purpose: Consider Proposed Amendments

Request: Consideration of Resolution P15-25, A Resolution Recommending Approval Of Text Amendments To Title 10 Off The Town Of Erie Municipal Code.

Location: N/A

Applicants: Town of Erie

(Staff Planner: Marty Ostholthoff)

Mr. Ostholthoff presented the application for the proposed Text Amendments to Title 10 of the Town of Erie Municipal Code – the addition of a new chapter dealing with mineral extraction within the municipal boundaries.

Barbara Green, Special Council to the Board of Trustees for Oil & Gas issues, presented the proposed addition of the new chapter to the Unified Development Code.

Commissioner questions covered the delta between the proposed regulations and current state regulations; differences in the regulations; the threshold to identify differences; what percentage of current operations would be covered under the Type A process; what impact will occur; how are noise issues and notification radius requirements changing; what other governments have these regulations; are there any teeth to this proposal; who decides technical feasibility; background of Ms Green; of the three options, what is an operator agreement; how were wells previously approved; definition of recompletion; will Colorado Supreme Court decisions affect these regulations; state versus municipal regulations; potential to impact economic growth; current regulation of recompletion; delicate balance between state/municipal/individual rights; Type B permits compared to current regulations – what is changing; and is Ms. Green involved with special negotiations.

Commissioner comments covered addressing old and ongoing issues from both sides; why the difference in setbacks and notice radius; glad to maintain good relationship with all sides; appreciation for complexity of the process and the attempt to find a balance between the past & future; impacts on operators; appreciation of flexibility of changes; clarification of setbacks for different types of application; note that the commission represents residents not businesses; and recognition of the sensitive issue and concern.

Commissioner Kemp moved approval of Resolution P15-25, A Resolution Recommending Approval of Text Amendments To Title 10 Of The Town Of Erie Municipal Code. The motion, seconded by Commissioner Harrison, carried 5-1 with Commissioner Gippe dissenting.

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

Mr. Ostholthoff reported the next few meetings will only have one or two short agenda items. Following completion of those items, the Commission will adjourn to Study Sessions to review updates to the Comprehensive Plan. Chairman Bottenhorn and staff are currently working on an outline that will be published as soon as it is completed.

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

**IX. ADJOURNMENT**

There being no further business to come before the Commission, Chairman Bottenhorn adjourned the August 19, 2015, Regular Meeting of the Planning Commission at 7:42 p.m.

Respectfully Submitted,

Town of Erie Planning Commission

By: \_\_\_\_\_  
Hallie S. Sawyer, Secretary

By: \_\_\_\_\_  
J. Eric Bottenhorn, Chair

# ATTACHMENT C



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1800 GLENARM PL.

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SUITE 1100

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DENVER, CO 80202

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Phone 303.861.0362

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Fax 303.861.0373

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WWW.COGA.ORG

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August 19, 2015

Town of Erie Planning Commission  
Attn: Mr. Ostholthoff, Community Development Director  
645 Holbrook St.  
Erie, CO 80516

Re: Consideration of Resolution P15-25 at August 19, 2015 Planning Commission Regular Meeting and Request for Continuance of Approval to Future Planning Commission Meeting

Dear Mr. Ostholthoff and Planning Commission Members,

The Colorado Oil and Gas Association ("COGA") is a nationally recognized, non-partisan trade association. COGA's mission is to foster and promote the beneficial, efficient, responsible and environmentally sound development, production and use of Colorado's oil and natural gas resources. COGA emphasizes collaborating with elected officials and stakeholders, while maintain a science-based, pragmatic dialogue regarding the oil and gas industry's operations and contributions in Colorado.

This letter is in regard to Resolution P15-25 ("Resolution") and proposed text amendments to Title 10 of the Town of Erie Municipal Code. Despite COGA's early attempts to facilitate an open and collaborative dialogue regarding Erie's potential amendments to its Municipal Code regarding oil and gas development, COGA was not aware of the proposed amendments contained in Resolution P15-25 until Monday, August 17, 2015, when COGA staff discovered Resolution P15-25 referenced in the Planning Commission's meeting agenda for August 19, 2015. Erie's lack of transparency on this matter is disconcerting, especially following explicit requests for meetings. Stakeholders within the regulated community who would be directly and adversely affected by the Resolution have been afforded zero opportunity to voice concerns about how the arbitrary amendments proposed to the Town of Erie's Municipal Code could harm their property rights and oil and gas operations. COGA and its diverse membership note with importance that the Colorado Supreme Court has roundly rejected prior attempts by municipalities to restrict or prohibit oil and gas development. *See Cty. Comm'rs of La Plata Cty v. Bowen/Edwards Assoc. Inc.*, 830 P.2d 1045 (Colo. 1992); *See also Voss v. Lundvall Bros., Inc.*, 830 P.2d 1061 (Colo. 1992).

While some of the proposed amendments found in Resolution P15-25 are workable, many are infeasible and clearly superseded by existing state laws, rules, and regulations.

Specifically, and despite the stated intention in 10.12.1(B) to the contrary, many of the standards outlined in the proposed amendments are preempted by Colorado Oil and Gas Conservation Commission (“COGCC”) Rules and Regulations, the Colorado Oil and Gas Conservation Act (“Act”), and Colorado Department of Public Health and Environment (“CDPHE”) Rules and Regulations. Attached hereto, please find a bullet point list of general COGA comments and issues pertaining to the Resolution, which outline, but do not encompass the totality of, COGA’s specific concerns with the proposed amendments and offers suggested edits.

At first glance, Resolution P15-25 appears to outline a use by special review (“USR”) process similar to those currently used by other local governments across the state. However, a deeper reading the Resolution reveals Erie’s attempt to extend its regulatory authority over oil and gas into realms far beyond land use, in areas that are clearly within the jurisdiction of the COGCC, and in some instances the CDPHE. The requirements outlined in the Resolution are burdensome, overly restrictive, and in many instances, seek to duplicate or go beyond existing state laws, rules and regulations.

As a statutory city, Erie possesses only the regulatory authority expressly conferred upon it by the Colorado constitution and statutes. *Board of County Com’rs, La Plata County v. Bowen/Edwards*, 830 P.2d 1045, 1055 (1992). Colorado courts have consistently held that statutory cities may not enact an ordinance that “materially impedes” the state’s dominant interest in oil and gas regulation. E.g., *Bowen/Edwards* 830 P.2d at 1059; *Town of Frederick v. North American Resources*, 60 P.3d 758 (2002).

Additionally, under *Bowen/Edwards* and other Colorado decisions, a statutory entity cannot impose, “technical conditions on the drilling or pumping of wells under circumstances where no such conditions are imposed under the state statutory or regulatory scheme, or ... impose safety regulations or land restoration requirements contrary to those required by state law or regulation.” *Bowen/Edwards*, 830 P.2d at 1060. As *Bowen/Edwards* states, Colorado has a significant interest in the regulation of oil and gas development and production. The COGCC (created by the Act) is vested with the authority to enforce provisions of the Act, and to adopt and enforce regulations pursuant to the Act. C.R.S. §§ 34-60-104, 105. The COGCC has the authority to regulate throughout the state of Colorado: the drilling, producing, and plugging of wells and all other operations for the production of oil or gas; the shooting and chemical treatment of wells; the spacing of wells; the operation of oil and gas wells so as to prevent and mitigate significant adverse environmental impacts. *Id.* § 34-60-106(2).

Pursuant to the Act, the COGCC has adopted comprehensive regulations covering drilling, developing, producing and abandoning wells (300 Series), baseline water quality testing (600 Series), aesthetics and noise control (800 Series), waste management (900 Series), protection of wildlife (1200 Series), among many other areas.<sup>1</sup> Resolution P15-25 seeks to supplant the COGCC Rules listed above.

Because portions of Resolution P15-25 appear to conflict with the Act and COGCC/CDPHE Rules and Regulations, certain portions of the proposed local

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<sup>1</sup> COGCC Rules available at: <http://cogcc.state.co.us/reg.html#/rules>

regulations must be amended. Specifically, the proposed Resolution intrudes into technical areas of regulation and materially impedes the state's ability to regulate oil and gas operations by attempting to supersede existing state law, rules and regulations in the areas of hydraulic fracturing, air quality, water quality and management, mandates completion techniques, and dictates when operators shall submit permits, amongst other things.

COGA and its members respectfully request that the Town of Erie Planning Commission delay the introduction, or at a minimum, the approval of Resolution P15-25, in order to allow robust stakeholder input on the potential impacts that would result from the adoption of the Resolution, as the ordinance seemingly "forbids what state statute authorizes." *Webb* at 492. We respectfully request the opportunity to understand the Town's concerns and work toward a collaborative solution together.

Thank you for your attention to this matter. COGA looks forward to strengthening our partnership with the Town of Erie and resolving the concerns outlined in this letter at your earliest convenience. Please contact the undersigned with any questions or comments.

Sincerely,



Anne Carto  
Community Outreach Coordinator



Sarah Landry  
Chief Operating Officer

cc: A.J. Krieger  
Joe Evers  
Nancy Parker

### **COGA Comments Regarding Town of Erie Resolution P15-25**

- **10.12.1.B:** Despite the stated intent in this section, many of the standards and regulations proposed in Resolution P15-25 are clearly superseded by existing state laws, rules and regulations. This is especially true in instances where the proposed Erie Regulations attempt to foist municipal control over issues clearly within the jurisdiction of the COGCC, the Act and the CDPHE.
- **10.12.1.D:** Existing state law does not allow municipalities to have jurisdiction over subsurface (downhole) operations associated with oil and gas development. This is plainly under the jurisdiction of the COGCC. As such, “or partially” must be deleted from this section.
- **10.12.2.D.7:** COGA objects to this Section in its entirety. Specifically, subsections (a) and (b), pertaining to air quality and hydraulic fracturing, respectively, are both outside of the purview and jurisdiction of municipalities and regulated by state agencies, as are almost all of the subsections contained in 10.12.3.D.7. As such, Erie lacks the jurisdiction to assert control over these facets of oil and gas development.
- **10.12.3.B:** Setbacks, noise and air quality regulations are established in existing COGCC or CDPHE rules and regulations. Therefore, these aspects of the Resolution are superseded by state law, rules and/or regulations and should be stricken.
- **10.12.3.B.1.j:** This provision would eliminate the ability of all operators to apply for a Type A Permit under the Resolution. Underground injection wells are the only feasible option for disposal of produced water.
- **10.12.3.F:** Municipality cannot dictate when operators submit permits to the COGCC for any operation.
- **10.12.4.B.21:** Spill and Release Response and Reporting – these are things currently required by COGCC rules and regulations and should not be required as a part of a local permit.
- **10.12.4.B.23.j:** Not feasible to require all permanent equipment with engines that can be electrified to be electrified from power grid.



Town of Erie Planning Commission  
Attn: Mr. Osthoff – Community Development Director  
645 Holbrook St.  
P.O. Box 750  
Erie, CO 80516

VIA EMAIL

RE: Resolution P15-25

Dear Mr. Osthoff and Planning Commission Members:

As you know, Anadarko Petroleum Corporation (“APC”) has engaged with the Town for some time concerning oil and gas operations within Erie. APC believes that collaboration and communication with the communities where it has operations is of paramount importance when developing an agreed upon set of standards that address both the community concerns as well as aid in the responsible development of energy resources.

APC was unaware of Resolution P15-25 until end of last week, but has had an opportunity to review the Resolution and would like to request further dialog and collaboration with the Town on adopting a 0.resolution and code amendments that are workable for the Town and APC.

A few examples of APC’s comments to the specific code provisions are identified below. APC reserves the right to supplement these comments as well as question the adoption of the process for permitting itself.

- *10.12.2.D.7 – Reports/Studies Plans.* There are a variety of reasons why these reports are unnecessary or problematic for factual, process and legal reasons. APC would like an opportunity to work with the Town to further discuss these plan/report requirements as well as offer resources as to where the Town may obtain the information sought through these reports, especially the following:
  - a. Air Quality Impact Assessment and Mitigation Plan
  - l. Spill Prevention Control and Countermeasures Plan
  - q. Water Quality Impact Assessment and Mitigation Plan
  
- *10.12.3.B.1.*  
This provision would eliminate ALL operators from the Type A option. Underground injection is currently to only feasible option for disposal of produced water in the basin. The town would benefit from operators permitting under the Type A option thus rework of the language referenced in this section would benefit both parties.





- *10.14.4*

- 21. Spill and Release Response and Reporting*

- This is an item specifically required by COGCC this should not be required as part of a local permit. In addition local governments can obtain the reporting information from the State.

Additionally, generally speaking, setbacks could eliminate the ability to develop oil and gas within the Town and APC would object to any such code or permit restriction that would create overly restrictive or burdensome operational practices, or those that conflict with the COGCC jurisdiction.

Finally, many of APC's sentiments are provided for in the Colorado Oil and Gas Association ("COGA") letter provided to the Town today.

Please let us know whether the Town would allow APC to work with staff and other appropriate parties to elaborate further on these and other points relative to the code revisions. APC will also plan to attend the Board of Trustees meeting on August 25, 2015.

We look forward to continuing the dialog as this process continues to evolve and appreciate your consideration and collaboration.

Thank you,

Kim M. Cooke  
Municipal Planning Supervisor

cc: A.J. Krieger  
Susan Aldridge



**RESOLUTION NO. 15-98**

**A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO AN OPERATOR AGREEMENT WITH ENCANA OIL & GAS (USA) INC.; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID OPERATOR AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, the Town of Erie, Colorado wishes to enter into an Operator Agreement for the purpose of identifying the best management practices for Encana Oil and Gas (USA) Inc.'s ("Encana") future operations within Erie's town limits and planning areas; 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 an Operator Agreement.

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

Section 1. That the Operator Agreement between the Town of Erie and Encana, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable Operator Agreement for the purpose of identifying the best management practices for EnCana's future operations within Erie's town limits and planning areas.

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

Section 3. That entering into the Operator 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 25<sup>TH</sup> DAY OF AUGUST, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

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

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

ATTEST:

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

## **OPERATOR AGREEMENT**

This Operator Agreement (“Agreement”) is made and entered into this \_\_\_ day of July, 2015 (“Effective Date”) by and between the Town of Erie, a Colorado municipal corporation (“Erie”), whose address is 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516, and Encana Oil & Gas (USA) Inc., a Delaware corporation (“Encana”), whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202. Encana and Erie may be referred to individually as a “Party” or collectively as the “Parties.”

### **BACKGROUND**

**A.** Encana is the owner of oil and gas leasehold and mineral interests within Erie’s town limits and part of Erie’s development planning area. Encana currently operates oil and gas wells within Erie’s town limits and part of Erie’s development planning area, and seeks to develop its current and future oil and gas leasehold and mineral interests by drilling additional wells within Erie’s town limits and part of Erie’s planning area.

**B.** Erie and Encana value a balanced approach to oil and gas development that is protective of human health, safety and welfare, as well as the environment and wildlife. To that end, in order to achieve such goals in a cooperative manner, Erie and Encana enter into this Agreement to accomplish the following:

1. To identify the new well pad sites that Encana plans to develop within the Erie town limits and on certain adjacent land during the next five (5) years;
2. To provide for a centralized product gathering and storage facility to reduce air emissions from and consolidate infrastructure for the new wells;
3. To supplement state environmental requirements by adopting 18 best management practices (“BMPs”) that will further mitigate the potential environmental and land use effects associated with this development, including BMPs for pad siting, noise mitigation, leak detection and repair, berm construction, closed loop system use, lighting installation, underground injection, water reuse, traffic management, road repairs, access road improvement, fencing construction, and hydraulic fracturing product selection;
4. To create a review process for these well pads, which includes enhanced submittal and notice requirements;
5. To approve the development of these well pads, subject to the submittal of certain documentation and fees, meetings with staff and neighbors, and mailed and posted notices, as well as compliance with the identified BMPs and, under specified circumstances, additional environmental requirements;
6. To create a process of regular meetings between Erie and Encana to improve communication and cooperation regarding Encana’s operations within the Erie town limits and on the adjacent land; and

7. To replace and supersede the Memorandum of Understanding between Encana and Erie dated August 28, 2012 (the "2012 MOU").

NOW THEREFORE, the Parties agree as follows:

## ARTICLE I. GENERAL PROVISIONS

1. **Effective Date.** This Agreement shall be effective as of the Effective Date and shall replace and supersede the 2012 MOU in its entirety with respect to new wells that Encana starts after the Effective Date within the Operator Agreement Area.
2. **Intent to Supplement State Rules and Regulations.** The Parties recognize that pursuant to the Colorado Oil and Gas Conservation Act, Colo. Rev. Stat. §34-60-101 et seq., the Colorado Oil and Gas Conservation Commission ("COGCC") regulates the development and production of oil and gas resources in Colorado, and the Act authorizes the COGCC to adopt statewide rules and regulations, which the COGCC has done. The Parties further recognize that pursuant to the Colorado Air Pollution Prevention and Control Act, Colo. Rev. Stat. §25-7-101 et seq., the Colorado Air Quality Control Commission ("CAQCC") regulates air quality in Colorado, and the Act authorizes the CAQCC to adopt statewide rules and regulations, which the CAQCC has done. The BMPs developed jointly by the Parties and identified in this Agreement are intended to supplement and are in addition to these state rules and regulations.
3. **Applicability.** Unless otherwise provided herein, this Agreement shall apply to all new wells that Encana starts within the Operator Agreement Area during the Term of this Agreement. This Agreement shall not apply to any wells: (i) in which Encana may have an interest but for which Encana is not the operator; or (ii) that were drilled or started by Encana prior to the Effective Date, except as set forth in Appendix A, Section 4.
4. **Term.** The Term of this Agreement shall commence upon the Effective Date and shall remain in effect for five (5) years at which time the Agreement will automatically be renewed and extended for an additional five (5) years unless either Party elects to terminate the Agreement at the end of the then current term by providing written notice to the other party of such intent at least thirty (30) days prior to the expiration of this Agreement.
5. **Effect of Termination on Obligations and Authorizations.** If the Agreement is terminated by either Party, any development authorized by the Agreement and for which the Conceptual Review Meeting has occurred shall continue to be authorized under and subject to this Agreement. Upon termination of the Agreement, any development authorized by the Agreement and for which a Conceptual Review Meeting has not yet occurred shall be subject to the then applicable Town Regulations or such other agreement to which the Parties may agree.
6. **Comprehensive Drilling Plan.** In consultation with Erie and pursuant to this Agreement, Encana has developed a Comprehensive Drilling Plan that includes both: (i) the new well pad sites that Encana plans to develop during the next five (5) years within the Operator Agreement Area (the "Identified Well Pads" or the "Identified Pad Sites"); and (ii) the BMPs that will apply to such development. The BMPs are listed on the Best Management Practices for Pad Site Locations attached as Appendix A, and the Identified Well Pads are depicted in the Operator Agreement Area Map attached as Appendix B.

**7. Incorporation of Best Management Practices into COGCC Submittals.** Encana shall include the BMPs listed in Appendix A on all Forms 2, Applications for Permit to Drill, and Forms 2A, Oil and Gas Location Assessments, submitted to the COGCC for new wells that Encana drills during the Term of this Agreement within the Operator Agreement Area.

**8. Regular Meetings between the Parties.** Erie and Encana will meet on a quarterly basis to discuss the implementation of this Agreement, the Comprehensive Drilling Plan, and the Erie Comprehensive Plan, as well as any changes to their respective plans and intentions. The responsibility to meet and confer shall survive the termination of this Agreement until the Parties mutually agree to terminate these meetings. As part of these discussions, the Parties intend to exchange information regarding the possibility, location, and schedule for future oil and gas, residential, commercial, and other development so as to minimize future land use conflicts and concerns while allowing for the responsible exercise of land and mineral ownership rights. The Parties may jointly agree to share certain information on a confidential basis, to invite third parties to participate, and to change the frequency of the meetings.

**9. Annexation by Another Municipality.** If a municipal government other than Erie annexes any portion of the Operator Agreement Area, then this Agreement shall apply to the annexed portion of the Operator Agreement Area only if both Encana and the annexing municipality so agree in writing.

## **ARTICLE II. DEFINITIONS**

**BMPs.** Best management practices.

**CAQCC.** The Colorado Air Quality Control Commission.

**Code.** The Erie Unified Development Code.

**Comprehensive Drilling Plan.** The Identified Pad Sites depicted on the Operator Agreement Area Map attached as Appendix B and the BMPs listed in Appendix A.

**Conceptual Review Meeting.** Conceptual Review Meeting has the meaning set forth in Article III, Section 2.

**COGCC.** The Colorado Oil and Gas Conservation Commission.

**Effective Date.** July \_\_, 2015.

**Encana.** Encana includes Encana Oil & Gas (USA) Inc., a Delaware corporation, as well as any agents or affiliates that develop the eight Identified Well Pads.

**Erie Building Unit.** A Building Unit as defined in the COGCC 100 Series Rules and Regulations that is located within the Erie Town Limits.

**Erie Town Limits.** The area that is within Erie's town limits. The Erie Town Limits as of the Effective Date are depicted on the Operator Agreement Area Map.

Federal or State Study. A peer reviewed scientific study that is funded, conducted, or adopted by a United States federal or Colorado state agency. For this purpose: funding or conducting includes situations where the agency partially funds or conducts the study; and agency excludes the legislative and judicial branches and educational institutions.

Filings. All filings, site plans, permits, licenses, applications, easements, rights-of-way and other approval requests.

Financial Assurance. A Financial Assurance as defined in the COGCC 100 Series Rules and Regulations, except that the reference to the Commission shall mean Erie.

Hub. Hub has the meaning set forth in Appendix A, Section 3.

Identified Well Pads and Identified Pad Sites. These terms are interchangeable and shall mean the eight well pads identified by name and polygon on the Operator Agreement Area Map.

Operator Agreement Area. The area depicted on the Operator Agreement Area Map attached as Appendix B, which includes the Erie Town Limits as of the Effective Date and certain adjacent land.

Plans and Materials. Plans and Materials has the meaning set forth in Article III, Section 3.

Recompletion. An operation whereby additional completion activity is conducted within the existing and previously producing wellbore.

Regulation 7. Regulation Number 7 adopted by the CAQCC.

Rework. An operation conducted in the wellbore of the well after it is completed to secure, restore, or improve production in a formation which is currently open to production in the wellbore.

Term. Term has the meaning set forth in Article I, Section 4.

Town Review Process. Town Review Process has the meaning set forth in Article III.

### **ARTICLE III. TOWN REVIEW PROCESS**

**1. Applicability.** This review process shall apply to any new well pad that Encana develops within the Operator Agreement Area during the Term of this Agreement, except for: (i) the Woolley Beckey Sosa pad site which was previously approved by the COGCC and is outside the Erie Town Limits; and (ii) the Morgan Hill pad site, which as of the Effective Date is already being reviewed under the Code. Although both the Woolley Beckey Sosa pad site and the Morgan Hill pad site are exempt from the Town Review Process, they each are subject to the BMPs listed in Appendix A and Encana will amend the Form 2A, Oil and Gas Location Assessment for each of them to include such BMPs.

**2. Conceptual Review Meeting.** The purpose of the Conceptual Review Meeting is for the Erie staff and Encana, prior to submittal of a Form 2A, Oil and Gas Location Assessment to the COGCC, to review the proposed development in a manner that ensures compliance with this Agreement. This meeting shall also allow Encana and the staff to explore site-specific concerns, to discuss impacts and potential mitigation methods including field design and infrastructure construction to minimize impacts, to discuss coordination of field design with other existing or potential development and operators, to review plans, and to discuss other elements of this Agreement. Erie and Encana agree that there shall be one separate Conceptual Review Meeting for each Identified Pad Site (and any other new pad site within the Operator Agreement Area).

**a.** Encana shall schedule the Conceptual Review Meeting to occur at least ninety (90) calendar days prior to its submission of a Form 2A, Oil and Gas Location Assessment to the COGCC.

**b.** If Encana's scheduling constraints prevent it from scheduling the Conceptual Review Meeting to occur at least ninety (90) calendar days in advance of submitting a Form 2A, Oil and Gas Location Assessment to the COGCC, Encana may schedule the Conceptual Review Meeting to occur no less than thirty (30) calendar days prior to the submission of the Form 2A, Oil and Gas Location Assessment to the COGCC. In such event, Erie may retain an outside consultant to review the materials and to participate in and/or conduct the conceptual review process and the other timeframes established in this Article will be readjusted or waived. Encana shall have the ability to approve the consultant's budget and scope of work, and Encana shall be responsible for the costs of the consultant retained by Erie for this purpose.

**3. Submittal of Materials to Erie.** No less than fifteen (15) calendar days prior to the Conceptual Review Meeting, Encana shall submit the following plans and materials ("Plans and Materials") to Erie. During the Conceptual Review Meeting, Erie and Encana will discuss modifications to any of the Plans and Materials that would better mitigate the impacts of operations and ensure compliance with the BMPs. The Plans and Materials shall include:

1.) a summary of planned operations, and an initial estimated timeline, suitable for posting to a local community information web-page;

2.) a topographic map at a scale not to exceed 1"=40' showing the proposed oil and gas locations, access roads and gathering systems reasonably known to Encana. The map shall specify the shortest distance between any proposed well or surface equipment on the well pad and the nearest exterior wall of an existing Erie Building Unit (as of the Effective Date);

3.) a current aerial photo showing the proposed oil and gas locations displayed at the same scale as the topographic map to facilitate use as an overlay. The photograph shall specify the shortest distance between any proposed well or surface equipment on the well pad and the nearest exterior wall of an existing Erie Building Unit (as of the Effective Date);

4.) a list of all proposed oil and gas facilities to be installed;

5.) an access road plan sufficient to demonstrate compliance with Access Road standards contained in Section 10.3.2. D.3.b. of the Code;

- 6.) a site plan for site preparation, mobilization, and demobilization;
- 7.) a plan for interim reclamation and revegetation of the site and final reclamation of the site, together with locations of any proposed reference areas to be used as guides for interim and final reclamation;
- 8.) a lighting plan describing the lighting to be installed at the well site consistent with the BMP standard in Appendix A;
- 9.) a dust suppression and control plan;
- 10.) a traffic management plan showing the estimated number of vehicle trips per day for each type of vehicle, proposed access routes to and from the site, and measures to mitigate adverse impacts to traffic patterns and safety caused by the proposed operation consistent with Section 10.3.2.D.3.b. of the Code;
- 11.) a grading/drainage plan showing existing (dashed lines) and proposed (solid lines) contours at two-foot intervals;
- 12.) a geological report detailing the geological characteristics of the site prepared by a registered engineer, including any potential natural or man-made hazards which would have a significant influence on the proposed oil and gas development and a determination of what effect such factors would have and proposed corrective or protective measures;
- 13.) any other information requested by Erie demonstrating how Encana will comply with and implement the BMPs on Appendix A; and
- 14.) a planning review fee of one thousand dollars (\$1000) per well and an engineering review fee of one thousand two hundred dollars (\$1200) per well pad.

If Encana revises any of the Plans and Materials during the Town Review Process, Encana will notify Erie of the revisions made and Erie will advise Encana whether the revisions will affect compliance with the BMPs, but such communications will not affect the date by which Encana may submit the Form 2A, Oil and Gas Location Assessment to the COGCC. Following the Town Review Process, Encana may revise the Plans and Materials from time to time, provided that Encana will discuss any such revisions with Erie either at the time they are made or alternatively at the next quarterly meeting required under Article I, Section 8. Any revisions to the Plans and Materials shall comply with the BMPs.

**4. Erie Completeness Determination.** If the Plans and Materials are incomplete, Erie shall inform Encana of the deficiencies promptly after discovery and no later than at the Conceptual Review Meeting. Encana shall promptly correct any such deficiency in the Plans and Materials and resubmit the corrected documents to Erie by a mutually agreed upon date.

**5. Referral to Staff, Consultants, and Outside Agencies.** Upon request by Erie, Encana will submit to Erie copies of the Plans and Materials for review by Erie staff, Erie consultants, and outside referral agencies, if any. For this purpose, Erie will provide Encana with a list

identifying the staff, consultants, and referral agencies to receive referral packets. Within seven (7) calendar days after receiving this list, Encana will provide Erie with the requested referral packets in unsealed Tyvek envelopes, addressed to the identified referral recipients and containing all submittal information properly folded and compiled. Once Erie has received the referral packets, it will distribute them to the appropriate staff, consultants, and referral agencies. Erie will send copies of the referral comments to Encana upon receipt. Any referral will be undertaken so as not to delay the Town Review Process.

**6. Comments by Erie to the COGCC.** Following the Conceptual Review Meeting, the parties may agree to meet further to resolve any remaining issues and ensure that the Plans and Materials demonstrate that the planned development will comply with the BMPs. If Erie determines that the planned development will not conform to the BMPs, Erie shall submit a letter to the COGCC explaining the deficiencies and proposing conditions of approval to achieve such compliance.

**7. Neighborhood Meeting.** Prior to Encana's submission of a Form 2A, Oil and Gas Location Assessment to the COGCC, Encana shall hold a neighborhood meeting at the Erie Community Center or a similarly convenient location approved by Encana and Erie. Encana shall provide 3 x 5 cards for the public to make written comments. Erie shall provide a lockbox for purposes of collecting written comments from meeting attendees. The Local Government Designee ("LGD") or his appointee will attend the meeting and collect the lockbox containing any written comments from meeting attendees. The LGD will transmit the written comments to the COGCC with any comments he submits on behalf of Erie regarding the Form 2A.

**8. Mailed Notice.** Encana shall mail notice of the anticipated Form 2A, Oil and Gas Location Assessment no more than ten (10) calendar days after the Conceptual Review Meeting has taken place. Properties to receive notice will be jointly determined by Erie and Encana at the Conceptual Review Meeting based on those properties within at least one-half (1/2) mile of the pad site that would be affected by the proposed operation. Owners of record shall be ascertained according to the records of the County Assessor's Office, unless more current information is made available in writing to Erie prior to the mailing of the notices. This notice shall include reference to the neighborhood meeting, if applicable, contact information for Encana, and the approximate date drilling will begin. Encana will provide Erie with an affidavit or certificate of mailing showing that notice was provided to the list of property owners.

**9. Posted Notice.** Encana shall also post a sign, which conforms to the dimensions and requirements in the Code at the pad site, giving notice to the general public of the proposed development and contact information for Encana. For parcels of land exceeding ten (10) acres in size, two (2) signs shall be posted. Such signs shall be approved by Erie and shall be posted on the subject property in a manner and at a location or locations reasonably calculated by Erie to afford the best notice to the public, which posting shall occur within ten (10) days preceding the neighborhood meeting.

**10. Pre-Drilling Notice.** If Encana begins drilling the first well on the pad site more than six (6) months after the Form 2A, Oil and Gas Location Assessment for the site is approved by the COGCC, then Encana shall provide a pre-drilling notice. Encana will mail this notice at least thirty (30) days before drilling begins to all properties that received mailed notice under Article III, Section 8. The pre-drilling notice will include the location of the wells to be drilled, the

anticipated date drilling will begin, and Encana's contact information. Encana may satisfy this requirement by mailing the Move-In, Rig-Up Notice required by COGCC Rule 305.h to all properties that received mailed notice under Article III, Section 8.

**11. Submission of Form 2A, Oil and Gas Location Assessment to the COGCC.** Notwithstanding any other provision of this Agreement, after (i) Encana has submitted its Plans and Materials to Erie, (ii) the Parties have held a Conceptual Review Meeting, (iii) Encana has provided mailed notice under Article III, Section 8 and posted notice under Article III, Section 9, (iv) the Parties have held a neighborhood meeting under Article III, Section 7, and (v) Erie has completed its review of the Plans and Materials under Article III, Sections 4, 5, and 6, then Encana may submit its Form 2A, Oil and Gas Location Assessment to the COGCC.

#### **ARTICLE IV. ENCANA OPERATIONS DURING THE TERM OF THIS AGREEMENT**

##### **1. Identified Pad Sites.**

###### **a. Construction of Identified Pad Sites and Associated Wells and Facilities.**

i. Encana shall develop the Identified Pad Sites, all wells and facilities located at such Pad Sites, all adjacent tanks used for such Pad Sites, and all storage facilities for such Pad Sites authorized under Article IV, Section 4 in accordance with this Agreement. Encana intends to commence and complete its development of these Identified Pad Sites as quickly as is commercially reasonable under the current circumstances.

ii. Additional operations on wells within the Identified Pad Sites may occur during this Agreement and after its termination, including but not limited to the installation of production facilities, production and maintenance operations, Rework or Recompletion operations, and/or plugging and abandonment operations.

###### **b. Approval of Identified Pad Sites and Associated Wells and Facilities.**

i. This Agreement shall constitute final approval by Erie of the Identified Pad Sites, all wells, facilities, and operations located at such Pad Sites, all adjacent tanks used for such Pad Sites, and all storage facilities for such Pad Sites authorized under Article IV, Section 4, and Encana is authorized by this Agreement to commence development of such Pad Sites, wells, tanks, facilities, and equipment and to undertake such operations subject to the requirements of this Agreement. With the exception of the Overweight Vehicle Permit, Encana shall not be required to obtain from Erie any site plans, permits, licenses, applications, easements, rights-of-way or other approvals for such Pad Sites, wells, facilities, and operations under the Code or any other authority. Instead, such Pad Sites, wells, tanks, facilities, and operations shall be subject to the terms and conditions of this Agreement, including the BMPs listed in Appendix A and the Operator Agreement Area Map attached as Appendix B.

ii. The Parties intend that this Agreement sets forth all of the obligations, duties, requirements, and conditions that Erie shall apply to the Identified Pad Sites, the wells, facilities, and operations located at such Pad Sites, the adjacent tanks used for such

Pad Sites, and the storage facilities for such Pad Sites authorized under Article IV, Section 4, as long as Encana complies with the terms and conditions of this Agreement.

iii. Other than approval of the use of Town property which must be approved by the Board of Trustees, if any approval by Erie becomes necessary for any of the Identified Pad Sites, any of the wells, facilities, or operations located at such Pad Sites, any adjacent tanks used for such Pad Sites, and any storage facilities for such Pad Sites authorized under Article IV, Section 4, then Erie shall promptly issue such approval through the town administrator or other designee and ensure that such approval is consistent with the terms and conditions of this Agreement.

c. **Relocation of Identified Pad Sites.** If Encana seeks to relocate any Identified Well Pad to a site other than the polygon depicted in the Operator Agreement Area Map, then such relocated pad site shall be subject to the following requirements:

i. The Town Review Process and the BMPs shall apply to the relocated pad site. If such pad site is within the then current Erie Town Limits, Encana shall obtain all necessary approvals for such site under the then current Erie regulations. In the case of a conflict between the Town Review Process and the BMPs included in this Agreement and the then-current regulations, the more stringent requirements shall apply.

ii. Encana shall discuss the site location with Erie at one of the quarterly meetings required under Article I, Section 8 or before Encana concludes surface use agreement negotiations for the site.

iii. The minimum distance between a well or surface equipment and the nearest exterior wall of an existing Erie Building Unit (as of the Effective Date) shall not be less than the shortest distance set forth in Appendix A, Section 1.

iv. Erie will process all properly submitted Filings for the relocated pad site within the time period required by the applicable law, Code, rule, regulation, or ordinance. Erie acknowledges that time is of the essence with respect to such Filings.

**2. Pad Sites Not Identified on the Operator Agreement Area Map and Commenced During the First Term of Agreement.**

a. The Town Review Process and the BMPs shall apply to any pad site not included on the Operator Agreement Area Map that is proposed to be commenced during the first term of this Agreement. If such pad site is within the then current Erie Town Limits, Encana also shall obtain all necessary approvals for such site under the then-current Erie regulations. In the case of a conflict between the Town Review Process and the BMPs included in this Agreement and the then-current regulations, the more stringent requirements shall apply.

b. Encana shall discuss the site location of pad sites not included on the Operator Agreement Area Map with Erie at one of the quarterly meetings required under Article I, Section 8 or before Encana concludes surface use agreement negotiations for the site.

c. For any pad site not included on the Operator Agreement Area Map and within the Erie Town Limits, Erie will process all properly submitted Filings within the time period required by the applicable law, Code, rule, regulation, or ordinance. Erie acknowledges that time is of the essence with respect to all such Filings.

3. **The Hub.** Erie will process all properly submitted Filings that are necessary for the construction or operation of the Hub within the time period required by applicable law, Code, rule, regulation or ordinance. Erie acknowledges that time is of the essence with respect to all such Filings.

4. **Pad Sites Unable to Connect to Hub.** Encana intends to utilize the Hub for all Identified Pad Sites. However, Encana may not be able to utilize the Hub for certain of these Pad Sites due to inability to obtain pipeline rights-of-way and/or other matters outside Encana's reasonable control. For any such Pad Sites where Encana is unable to utilize the Hub, Encana may, after conferring with Erie, install hydrocarbon storage tanks and any other facilities necessary for the production of hydrocarbons at those locations. All other provisions of this Agreement shall continue to apply to any such Pad Sites.

5. **Potential Encroachment.** To reduce the possibility of new residential development within Erie's Town Limits encroaching within one thousand (1,000) feet of any of the Identified Pad Sites before Encana has finished drilling and completing all of the wells on such Pad Site, the Parties will take the following action:

a. Erie will provide Encana with timely and regular information on planned unit developments and subdivisions approved and preliminary and final plats filed within the Erie Town Limits. For this purpose, Erie shall treat Encana as a referral agency for all such developments, subdivisions, and plats.

b. Erie will make its best efforts to promptly notify Encana if Erie determines that new residential development within the Erie Town Limits is likely to encroach within one thousand (1,000) feet of any of the Identified Pad Sites within the following six (6) months. Upon receiving such notice, Encana will use its best efforts to prioritize the development of that Pad Site so that all wells on it are drilled and completed before any such encroaching residential development is finished and occupied. Erie and Encana will attempt to work in good faith with the residential developer so that the wells can be drilled and completed before the residences are finished and occupied. The Parties acknowledge and agree that Encana's ability to prioritize development at a particular Pad Site may be limited by factors beyond its control, including equipment availability, contractual obligations, commodity prices, and the COGCC approval process and that Encana is not required to take any action that is commercially unreasonable.

6. **Additional Environmental Requirements.** Notwithstanding any other part of this Agreement, Erie reserves the right to enact by ordinance additional environmental requirements for the Identified Pad Sites, the wells, facilities, and operations located at such Pad Sites, all adjacent tanks used for such Pad Sites, and all storage facilities for such Pad Sites authorized under Article IV, Section 4; provided, however, that Erie determines: (i) that the results of a Federal or State Study completed after the Effective Date show that the BMPs are insufficient to protect public health within Erie; and (ii) that the additional environmental requirements will mitigate this demonstrated public health risk in a manner that allows for development of the Pad

Sites and the associated wells, facilities, and operations to the extent practicable. As part of its determination, Erie shall solicit comment on the additional environmental requirements from the Colorado Department of Public Health and Environment and the COGCC. In addition, any such environmental requirements must apply to all similarly-situated oil and gas development that is subject to regulation by Erie.

## ARTICLE V. OTHER PROVISIONS

1. **No Waiver of Rights.** The Parties acknowledge and agree that this Agreement shall not be used as evidence that either Party has waived any rights to assert its claims concerning the validity of Erie's land use authority or jurisdiction or Encana's rights to develop its mineral resources. Nothing herein shall be construed as an admission by either Party of any legal right or obligation.
2. **Force Majeure.** Neither Party will be liable for any delay or failure in performing under this Agreement in the event and to the extent that the delay or failure arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal), or inability to obtain permits, licenses, consents, easements, or rights-of way. If any Party is rendered, wholly or in part, unable to carry out its obligations under this Agreement due to any such force majeure event, it is agreed that, upon the affected Party's giving notice and a description of such delay in reasonable detail in writing to the other Party as soon as reasonably possible after the occurrence of the causes relied on, the obligation of the Party giving such notice, so far as it is affected by such condition or event, shall be suspended and any time periods shall be extended for a period equal to the period of the continuance of the event or condition.
3. **Authority to Execute Agreement.** Each Party represents that it has the full right and authority to enter into this Agreement.
4. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of laws provisions.
5. **No Third Party Beneficiaries.** Except for the rights of enforcement by the COGCC with respect to the BMPs, this Agreement is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by any non-party. Additionally, nothing in this Agreement shall entitle any third party to any claims, rights or remedies of any kind.
6. **Inspections.** Erie or its designated agent shall have the right to inspect Encana's operations and its sites for compliance with the BMPs during business hours, upon the giving of twenty-four (24) hour advance written notice to Encana. This paragraph shall also apply to existing wells. Erie hereby acknowledges that nothing herein grants Erie authority to assess fees for the inspection of the operations conducted by Encana hereunder.
7. **Notices.** All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the

designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

Erie: Town of Erie  
645 Holbrook Street  
P.O. Box 750  
Erie, Colorado 80516  
Attn: Town Administrator  
Telephone: 303.926.2710  
Fax: 303-926-2706  
Email: ajkrieger@erieco.gov

Encana: Encana Oil & Gas (USA) Inc.  
370 17th Street, Suite 1700  
Denver, CO 80202  
Attn: Jessica Cavens  
Telephone: 303-876-3888  
Fax: 303-876-4888  
Email: jessica.cavens@encana.com

With copy to: Encana Oil & Gas (USA) Inc.  
370 17th Street, Suite 1700  
Denver, CO 80202  
Attn: General Counsel  
Fax: 303-623-2300

**8. Dispute Resolution.** If either party believes that the other Party has violated any provision of this Agreement, the Party claiming that a violation has occurred shall send written notice to the other Party, identifying the violation and invoking the dispute resolution process in this Section. Upon receiving such written notice, the other Party shall have thirty (30) calendar days to remedy the alleged violation. If the other Party denies the alleged violation, then the Parties shall meet to resolve the alleged violation within thirty (30) calendar days of the date of delivery of the initial written notice. If a resolution of the matter cannot be achieved at the meeting, both parties agree to make a reasonable effort to work through and with a mutually acceptable mediator to attempt to resolve the dispute. Notwithstanding the foregoing, if either Party believes that the dispute will not otherwise be resolved in a sufficiently prompt and effective manner, such Party may, at its discretion, institute a legal proceeding in a court of proper jurisdiction to seek appropriate remedies. Such remedies may include, without limitation, an injunction to stop an alleged violation or an order requiring the performance of all acts and things required by the Agreement. Provided, however, that no such legal proceeding shall be initiated for a period of at least thirty (30) calendar days after delivery of the initial written notice.

**9. Amendments to Agreement.** No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both Parties.

**10. Assignment.** Encana may convey or assign its rights and obligations for any or all of the Identified Well Pads provided that both Erie and such successor or assignee have expressly consented in writing to such conveyance or assignment and that such conveyance or assignment includes both Encana's rights and its obligations for the subject Well Pads. For purposes of this paragraph, Encana's rights include without limitation its vested development rights under Article IV, Section 1.b, and Encana's obligations include without limitation its BMP obligations under Appendix A. No successor or assignee of Encana shall assume any of Encana's rights or be subject to any of Encana's obligations under this Agreement without the express written consent of both Erie and such successor or assignee. Encana's Responsible Products Program is individual to Encana and shall not apply to its successors and assignees.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative on the day and year first above written.

ERIE:

THE TOWN OF ERIE

By:

Name:

Title:

Date:

ENCANA:

ENCANA OIL & GAS (USA) INC., by its authorized agent, Encana Services Company Ltd.

By:

Name:

Title:

Date:

**APPENDIX A**  
**BEST MANAGEMENT PRACTICES FOR PAD SITE LOCATIONS**

**1. Distance to Erie Building Units.** For the Identified Well Pads, the minimum distance between a well or surface equipment, and the nearest exterior wall of an existing Erie Building Unit (as of the Effective Date) shall not be less than the following:

Oskarson	8,990 feet
Morgan Hill	2,190 feet
Woolley Beckey	
Sosa	1,010 feet
Woolley	2,450 feet
Erie Vessels	1,175 feet
Cosslett	1,150 feet
William Peltier	1,900 feet
Vessels Minerals	1,050 feet

Compliance with this requirement shall be determined from the actual as-built locations of the well or surface equipment. Nothing herein shall be construed to grant Encana any surface rights on property owned by the Town or another person. No Pad Site will be located on Town property without authorization by the Town Board of Trustees.

**2. Noise mitigation.** Encana will comply with the following noise mitigation requirements at all pad sites:

- (a) For db(A) scale noise, Encana will insure that the noise level from operations subject to the light industrial zone noise standard under COGCC Regulations 802.b and 604.c.(2)(A) does not exceed sixty (60) db(A) and that the noise level from operations subject to the industrial zone noise standard under COGCC Regulations 802.b and 604.c.(2)(A) is reduced at least five (5) db(A) below the maximum level permitted by those Regulations. For this purpose, the noise level shall be measured as set forth in COGCC Regulations 802.b & c, except no measurements shall be taken when traffic is passing the sound level meter, Encana shall be present during all measurements, and building units shall be limited to those units existing as of the Effective Date. As set forth in COGCC Regulation 802.b, the noise levels shall be subject to increase for a period not to exceed fifteen (15) minutes in any one (1) hour period and reduction for periodic, impulsive or shrill noises.
- (b) For db(C) scale noise, Encana shall comply with the requirements of COGCC Regulation 802, as such requirements may be amended during the term of this Agreement.

**3. Central Hub.** In an effort to reduce air emissions, Encana intends to construct a central gathering and storage facility at a location in 1N-68W-Section 21 (the "Hub") to receive liquids from the wells which are the subject of this Agreement. As a result, Encana will not install hydrocarbon storage tanks at these pad sites, which will eliminate potential sources of hydrocarbons from the sites. However, Encana will still install at the pad sites all other equipment and facilities necessary for the production of hydrocarbons, including wellhead equipment, separation equipment, electrical equipment, and temporary flowback equipment (including temporary storage tanks). In addition, this BMP is subject to Article IV, Sections 3 and 4 of the Agreement.

**4. Well leak detection and repair**

- (a) To identify leaks, Encana will perform audio, visual and olfactory inspections on a monthly basis at all of its new and existing wells and related facilities and equipment within Erie's Town Limits, provided that such related facilities and equipment are located on the pads for such wells, are part of adjacent tanks used for such pad sites, or are part of storage tanks for such pad sites authorized under Article IV, Section 4 of the Operator Agreement. Encana will also inspect each such well with an infra-red camera on a monthly basis. The initial baseline inspections will occur within sixty (60) calendar days after the Effective Date. After a well has produced for twelve (12) months, the frequency of such inspections shall decrease from monthly to quarterly. If Encana determines that any repairs are required based on these inspections, Encana will promptly initiate these repairs.
- (b) Encana will report to Erie on the inspection results and any associated repairs the month after the inspection or repair occurs. This information will be collectively reported on a monthly basis in the same format that Encana uses for reporting to the Air Pollution Control Division under Regulation 7, but that is specific to wells located within the Erie Town Limits. Erie will make this information publicly available.
- (c) This BMP will terminate five (5) years after the Effective Date, after which Encana will continue to comply with the leak detection, repair, and reporting requirements of Regulation 7, as such requirements may be amended.

**5. Contact information.** Encana shall include its contact information on both the mailed notice required by Article III, Section 8 and the posted notice required by Article III, Section 9. This information shall include both a telephone number for Encana and the address and hours of Encana's Erie community office. Members of the public with concerns or complaints regarding the oil and gas development covered by this Agreement may use this information to speak with Encana.

**6. Steel-rim berms.** Encana shall use steel rim berms or some other state of the art technology that will contain fluids and other material instead of sand or soil berms.

**7. Closed-loop systems.** Encana shall use closed-loop systems for drilling and completion operations.

**8. Lighting.** Encana will install down cast lighting or some other form of lighting that mitigates light pollution and spill-over onto adjacent properties; provided, however, that Encana may still use lighting that is necessary for public and occupational safety.

**9. Class II underground injection control wells.** Encana shall not develop any new Class II underground injection control wells within the Operator Agreement Area during the Term of this Agreement.

**10. Recycling and reuse.** Encana will recycle and reuse water at the pad sites and otherwise minimize waste water production to the extent that it determines such recycling, reuse, and waste water minimization is technically and economically feasible.

**12. Town water supply.** To reduce truck traffic, Erie and Encana will encourage the use of nearby water resources for the drilling and hydraulic fracturing of wells at the pad sites, including the use of Erie municipal water when determined technically feasible and economically practicable by Encana.

**13. Traffic.** Encana will implement the Traffic Management Plan required by Article III, Section 3, Subpart 10.

**14. Road repairs.**

(a) Erie and Encana recognize that truck traffic accessing the Identified Well Pads may cause damage to Erie roads and that road repairs may be needed to mitigate such damage. To this end, Encana will arrange for a qualified outside consultant to perform a road impact study for all Erie roads that are used to access an Identified Well Pad during the Term of this Agreement. The consultant will conduct the first part of the study prior to Encana's operations at such Well Pad and the second part of the study after Encana completes all drilling and hydraulic fracturing at such Well Pad. Encana and Erie will use these studies to determine the extent of any damage accruing to the road during the study period. Encana will then promptly pay Erie to repair such damage or else arrange and pay the cost of such repairs itself whichever Erie prefers.

(b) Encana shall maintain Financial Assurance to secure its road repair obligations under this Agreement. The amount of such Financial Assurance shall equal Erie's annual road maintenance budget as of the Effective Date multiplied by the percentage yielded by dividing the total number of Erie road miles as of the Effective Date into the number of such road miles that Encana will use to access the Identified Well Pads. Encana shall select the form of such Financial Assurance and shall maintain such Assurance until Encana fulfills its obligation to repair road damage under Subsection (a).

**15. Access roads.** Access roads to well and production facilities that connect to a street within Erie shall be improved from the point of connection to a street within Erie a minimum distance of two hundred (200) feet on the access road as specified by the then current requirements of the Code.

**16. Fencing.** Oil and gas well facilities (above ground) within the Erie Town Limits shall be fenced as specified by the then current requirements of the Code.

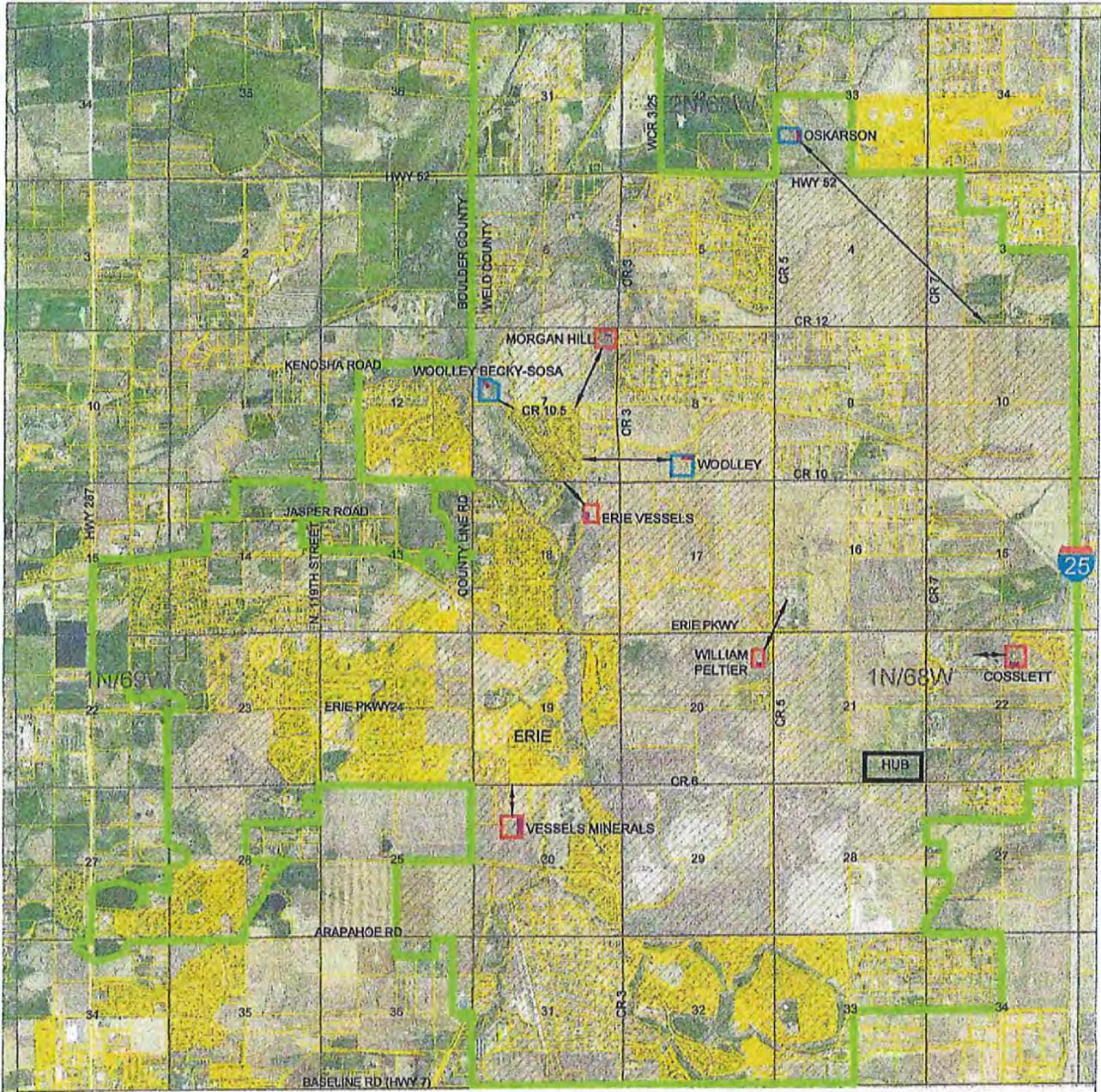
**17. Operations conducted in accordance with plans.** Encana shall conduct all operations in accordance with the plans discussed during the Conceptual Review Process as updated from time to time.

**18. Hydraulic Fracturing Responsible Products Program.** Encana has developed and implemented a company-wide Responsible Products Program to manage the fluid products used in its hydraulic fracturing operations. This Responsible Products Program helps Encana evaluate the hydraulic fracturing fluid products it uses in its operations for safety, effectiveness and potential public health and environmental impacts. As part of this program, Encana has informed all of its hydraulic fracturing fluid product suppliers that any products containing diesel fuels (as defined by EPA 816-R-12-004), 2-Butoxyethanol (2-BE), benzene or heavy metals (i.e. lead, mercury, arsenic, cadmium and chromium) cannot be used in hydraulic fracturing at Encana operations. Encana will continue to conduct its hydraulic fracturing operations within the Erie town limits in accordance with its Responsible Products Program.

**19. Revision of best management practices.** Upon the request of either party, the Parties may revise one or more of these BMPs if they mutually agree such revision would better avoid or mitigate impacts the BMP(s) is intended to address.

# APPENDIX B

## OPERATOR AGREEMENT AREA MAP



LEGEND	
	Pad Site Within the Erie Town Limits
	Pad Site Outside the Erie Town Limits
	Parcel Boundary
	Incorporated Erie
	Operator Agreement Area
	Well Pad Facilities




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**IDENTIFIED WELL PADS WITHIN THE  
OPERATOR AGREEMENT AREA**

WELD COUNTY, COLORADO

SCALE: 1" = 4000' JULY 22, 2015

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

**Board Meeting Date: August 25, 2015**

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**SUBJECT:** STAFF REPORT: Monthly Communications Report – July 2015  
**DEPARTMENT:** Administration  
**PRESENTER:** Fred Diehl, Assistant to the Town Administrator

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

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**STAFF RECOMMENDATION:** NA

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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

- 35 Unique Announcements Released via “Notify Me”
- 5,570 “Notify Me” Subscriptions

FACEBOOK INSIGHTS:

- 41 Unique posts
- Reach of Facebook posts ranged from 315 on the low end (Longs Peak Park Work) to over 3,700 on the high end (Erie Police Investigating Report of Sexual Assault).

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

- Total Page Visits: 146,792
- Total Unique Visits: 54,602
- Erie Government Television Streaming Video:
  - Total Page Views: 1105
  - Total Visits: 491

ERIE STUFF:

- 841 Downloads YTD
  - 602 – iOS
  - 239 - Android
- 12 Requests Submitted this Month
- 60 Requests Submitted YTD

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Staff Review:

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

Approved by:

A.J. Krieger  
Town Administrator



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**ATTACHMENTS:**

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

# Communication Calendar - July 2015

<b>NEWS &amp; ANNOUNCEMENTS</b>	Notify Me Message 1,298	Newsflash Posted on Website	Facebook Post 1,953	Twitter Post 1,054
7/1: July/August Erie Edition Now Available!	X	X	X	X
7/1: National Pro Fastpitch Game at the Ballpark at Erie			X	
7/2: Thank You for Joining us for Dedication of "Spirit"			X	
7/7: Message from the Mayor: New Online Business Resource Guide Now Available	X	X	X	X
7/7: Mosquito Control Update - July 7, 2015			X	
7/8: Town of Erie Comprehensive Plan Stakeholders Meeting – July 21, 2015	X	X	X	X
7/9: Erie Farmers Market Reminder			X	
7/9: Don't Miss The Nacho Men at the Concert in the Park this Saturday!	X	X	X	X
7/10: Congratulations to County Line Wine & Spirits on Ribbon Cutting			X	
7/14: Welcoming Beauty Blossom Med Spa to Erie			X	
7/14: Mosquito Control Update - July 14, 2015			X	
7/15: Erie Board of Trustees Action Items – July 14, 2015	X	X	X	X
7/17: Hit and Run Accident Injures Female on Scooter - Erie Police Asking for Help Locating Suspect	X	X	X	X
7/21: Mosquito Control Update - July 21, 2015			X	
7/24: Message from the Mayor: Encana Operator Agreement Update	X	X	X	X
7/25: Concert in the Park Tonight - The Country Music Project			X	
7/25: Celebrate National Night Out on Tuesday, August 4th	X	X	X	X
7/28: Mosquito Control Update - July 28, 2015			X	
7/28: Town of Erie 2015 Citizen Survey Results Now Available Online	X	X	X	X
7/29: Erie Board of Trustees Action Items – July 28, 2015	X	X	X	X
7/30: OPERATION CHILL: Slurpee's for Good Behavior Back Again!	X	X	X	X
7/31: Advisory to Erie Residents: "Free Water Test" Door Hangers are From Private Marketing Company – NOT the Town of Erie.	X	X	X	X
7/31: Courtesy Notice from Encana: Pratt & Waste Connections Well Pad Maintenance	X	X	X	X

<b>ECONOMIC DEVELOPMENT ANNOUNCEMENT</b>	Notify Me Message 799	Newsflash Posted on Website	Facebook Post 1,953	Twitter Post 1,054
7/7: Message from the Mayor: New Online Business Resource Guide Now Available	X	X	X	X
7/8: Free Webinar: Financing Your Business – How to Get Funding	X	X	X	X

<b>PUBLIC WORKS ANNOUNCEMENT</b>	Notify Me Message 708	Newsflash Posted on Website	Facebook Post 1,953	Twitter Post 1,054
7/14: Temporary Trail Closure West of County Line & North of Telleen Avenue	X	X	X	X
7/21: Roadway Widening on County Line Road & Arapahoe Road	X	X	X	X
7/24: Erie Parkway Traffic Signals Activated to Flashing Mode	X	X	X	X
7/27: Utility Work on Erie Parkway & Weld County Road 5	X	X		X
7/28: Vista Ridge Commercial Access and Highway 7 Sidewalk Improvements	X	X		X

<b>POLICE ANNOUNCEMENT</b>	Notify Me Message 1,028	Newsflash Posted on Website	Facebook Post 1,953	Twitter Post 1,054
7/6: Erie Police Investigating Report of Sexual Assault	X	X	X	X
7/7: Erie Police Department Crime Alert	X	X	X	X

<b>PARKS &amp; RECREATION ANNOUNCEMENT</b>	Notify Me Message 1,170	Newsflash Posted on Website	Facebook Post 1,953	Twitter Post 1,054
7/22: Longs Peak Park Playground and Safety Surfacing Replacement	X	X	X	X
7/24: Parks & Recreation Fall Program Guide Now Available!	X	X	X	X

<b>TOWN OF ERIE CALENDAR NOTIFICATION</b>	Notify Me Message 567	Event Posted on Website	Twitter Post 1,054
7/1: Tree Board Meeting (7/8)	X	X	X
7/6: Concert in the Park - The Nacho Men (7/11)	X	X	X
7/10: Open Space and Trails Advisory Board Meeting (7/13)	X	X	X
7/11: Board of Trustees Regular Meeting (7/14)	X	X	X
7/12: Planning Commission Meeting (7/15)	X	X	X
7/18: Comprehensive Plan Stakeholders Meeting (7/21)	X	X	X
7/24: Historic Preservation Advisory Board Meeting (7/27) - CANCELLED	X	X	X
7/25: Board of Trustees Regular Meeting (7/28)	X	X	X
7/28: 2015 National Night Out (8/4)	X	X	X
7/29: Rocky Mountain Kids Triathlon (8/1)	X	X	X
7/31: Erie Air Fair (8/8)	X	X	X

# July 2015 – Facebook Insights

## Town of Erie, Colorado – Government Page

		Reach: Organic / Paid		Post Clicks		Likes, Comments & Shares			
Published	Post	Type	Targeting	Reach	Engagement	Promote			
07/31/2015 2:52 pm	Advisory to Erie Residents: "Free Water Test" Door Hangers are From Private Marketing Company –			1.2K	172 14				
07/31/2015 10:04 am	Courtesy Notice from Encana: Fract & Waste Connections Well Pad Maintenance Encana has			563	50 1				
07/30/2015 8:57 am	OPERATION CHILL: Slurpee's for Good Behavior Back Again! The Erie Police Department is joining			2.7K	316 96				
07/29/2015 9:27 am	Erie Board of Trustees Action Items – July 28, 2015 In This Issue: 2015 Citizen Survey Results;			639	34 0				
07/28/2015 7:24 pm	Town of Erie 2015 Citizen Survey Results Now Available Online! 90% Rate Erie as an Excellent			1.5K	142 36				
07/28/2015 3:25 pm	Mosquito Control Update – Issued: July 28, 2015 In response to high mosquito activity in some			527	67 3				
07/25/2015 11:45 am	Don't miss the Concert in the Park hosted by the Erie Chamber tonight featuring The Country Music			540	44 13				
07/25/2015 9:30 am	Celebrate National Night Out on Tuesday, August 4th The Town of Erie Police Department invites			1.5K	110 49				
07/24/2015 3:48 pm	Message from the Mayor: Encana Operator Agreement Update Earlier this week it was			772	165 11				
07/24/2015 9:20 am	Erie Parkway Traffic Signals Activated to Flashing Mode Beginning today, the Erie Parkway traffic			2.5K	305 38				
07/24/2015 7:34 am	The Parks & Recreation Fall 2015 Program Guide is here! This guide covers programs, activities,			552	36 7				
07/22/2015 9:24 am	Longs Peak Park Playground & Safety Surfacing Replacement Beginning Monday through mid-			315	17 4				
07/21/2015 3:05 pm	Mosquito Control Update – Issued: July 21, 2015 In response to high mosquito activity in some			513	61 4				
07/21/2015 8:15 am	Roadway Widening on County Line Road & Arapahoe Road On Saturday, July 25th the paving			825	57 11				
07/17/2015 12:03 pm	Hit and Run Accident Injures Female on Scooter - Erie Police Asking for Help Locating Suspect. The			3.3K	944 32				
07/15/2015 9:22 am	Erie Board of Trustees Action Items – July 14, 2015 In This Issue: Board Approves New Process			864	70 4				
07/14/2015 2:55 pm	Mosquito Control Update – Issued: July 14, 2015 In response to high mosquito activity in some			914	127 6				
07/14/2015 12:46 pm	Temporary Trail Closure West of County Line & North of Telleen Avenue. Starting July 20, 2015 a			977	54 7				
07/14/2015 7:50 am	Join us in welcoming another new Erie business. Beauty Blossom Med Spa is now open at 149 S.			3.6K	339 134				
07/10/2015 1:55 pm	Congratulations go out to County Line Wine & Spirits at its ribbon cutting today! According to the			1.7K	304 89				
07/09/2015 8:07 pm	Join the Erie Chamber on Saturday evening for a Concert in the Park featuring The Nacho Men. All			497	17 8				

# July 2015 – Twitter Analytics

@eriecolorado

Your Tweets earned 11.3K impressions over this 31 day period



## Engagements

Showing 31 days with daily frequency

ENGAGEMENT RATE  
1.9%



FAVORITES  
13



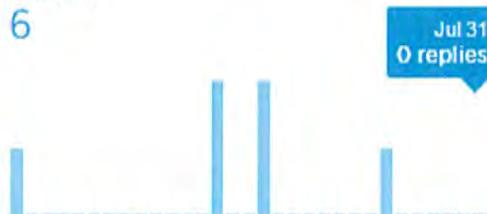
On average, you earned 0 favorites per day

LINK CLICKS  
161



On average, you earned 5 link clicks per day

REPLIES  
6



On average, you earned 0 replies per day

RETWEETS  
15



On average, you earned 0 Retweets per day

## Erie Stuff Requests | July 1, 2015 - July 31, 2015

Date Created	ID	Request Type	Status	Date Completed	Days Open	Source
Tue Jul 07 2015	1054497	Open Space Issue	Completed	Wed Jul 08 2015	0.5	Android
Wed Jul 08 2015	1055209	Open Space Issue	Completed	Thu Jul 09 2015	0.9	Android
Sat Jul 11 2015	1058133	Questions/Comments	Completed	Tue Jul 14 2015	2.8	Iframe
Tue Jul 14 2015	1061064	Questions/Comments	Completed	Wed Jul 15 2015	0.7	Iframe
Wed Jul 15 2015	1061685	Questions/Comments	Completed	Fri Jul 24 2015	8.9	Iframe
Sun Jul 19 2015	1065086	Pothole	Completed	Thu Jul 23 2015	3.9	Android
Mon Jul 20 2015	1065957	Storm Drainage Issue	Completed	Thu Jul 23 2015	2.9	Iframe
Tue Jul 21 2015	1067638	Open Space Issue	Completed	Wed Jul 22 2015	1.1	Android
Tue Jul 21 2015	1067081	Questions/Comments	Completed	Tue Jul 21 2015	0.2	Android
Sun Jul 26 2015	1072380	Pothole	Completed	Tue Jul 28 2015	1.8	Android
Wed Jul 29 2015	1077249	Questions/Comments	Completed	Fri Jul 31 2015	1.7	Iframe
Thu Jul 30 2015	1077717	Traffic Signal Issue	Completed	Fri Jul 31 2015	1.3	Iframe

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

<b>Total Unique Visits</b>	For the Month: <b>54,602</b>	Year to Date: <b>278,623</b>
<b>Total Page Visits</b>	For the Month: <b>146,792</b>	Year to Date: <b>547,810</b>

Top 25 Web Pages Visited	# of Visits	Rank	
Home Page	42,263	#1	
Erie Community Center	2,802	#2	
2015 Town of Erie Special Events	2,366	#3	
Paying Your Bill	2,126	#4	
Parks and Recreation	1,077	#5	
Construction Projects	936	#6	
Police Department	929	#7	
Recreation Activities	848	#8	
Board of Trustees	785	#9	
Building Division	731	#10	
Youth Sports	721	#11	
Government Department	670	#12	
Concerts in the Park	646	#14	
Classes & Programs	643	#15	
Records	616	#16	
50 Sports	615	#17	
Erie Municipal Airport	601	#18	
Business Resource Guide	587	#19	
Residential & Commercial Construction Map	580	#20	
Fees & Membership	580	#21	
Licenses & Permits	577	#22	
Mosquito Control	554	#23	
Building Information & Applications	551	#24	
Residential & Commercial Construction Map	550	#25	

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

#### OVERVIEW



#### WHAT MEDIA YOUR CITIZENS ARE VIEWING

All Media
Live Events
Encoder Streams
On Demand Media

Filter by title

Media Title	Type	Total Views
<a href="#">Erie Channel 8 Live Feed</a>	Encoder	153
<a href="#">Comprehensive Plan Stakeholders Meeting - Jul 21st, 2015</a>	Archive	50
<a href="#">Board of Trustees Regular Meeting &amp; Urban Renewal Authority Meeting - Jul 14th, 2015</a>	Archive	36
<a href="#">Board of Trustees Study Session - Jun 30th, 2015</a>	Archive	33
<a href="#">Board of Trustees - Jul 28th, 2015</a>	Archive	25
<a href="#">Board of Trustees - Jul 28th, 2015</a>	Live event	10
<a href="#">Comprehensive Plan Stakeholders Meeting - Jul 21st, 2015</a>	Live event	11
<a href="#">Planning Commission Meeting - Jul 15th, 2015</a>	Archive	10
<a href="#">Open Space and Trails Advisory Board - Aug 8th, 2011</a>	Archive	8
<a href="#">Board of Trustees - Jul 14th, 2015</a>	Live event	6

#### ALL MEDIA



**TOWN OF ERIE**  
**BOARD OF TRUSTEE AGENDA ITEM**  
**Board Meeting Date: August 25, 2015**

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

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

**PRESENTER/PREPARER:** **Raelynn Ferrera, Public Works Coordinator**  
**Joni Fournier, Consilium Partners**

**FISCAL INFORMATION:**

Cost as Recommended:	<b>\$ 0</b>
Balance Available:	<b>\$ 0</b>
Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000
New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**STAFF RECOMMENDATION:** N/A

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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

**Project Progress:**

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

Fransen Pittman has completed 100% of buyout of the subcontractors for the project and is 100% complete with submittals. A color board is being assembled on site for reference.

Fransen Pittman made the following progress at the end of July first of August..

- Join Sealant is complete
- Exterior Trex panel install is complete.
- Flooring and base is complete.
- Grid Ceiling Inspected and Complete.
- Final Lift of parking lot is complete as is striping.
- Interior finish paint is 95% complete.
- Tile, glazing, doors are complete.
- Casework 95% complete.
- Furniture is 95% complete.
- Building received Fire Marshall approvals August 14<sup>th</sup>
- Building punch walk completed Friday August 14<sup>th</sup>

**Construction Progress/ Schedule**

Notice of Award & Notice to Proceed (Site Work)	August 27, 2014
Final Guaranteed Maximum Price Awarded	November 18, 2014
Interior Finishes	Complete in Punch
Final Parking Lot Paving	Complete
Estimated Project Completion	August 2015

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



Final Lift of Paving & Striping.



Updated view of building exterior.



View of Court Room.

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**Staff Review:**

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

**Approved by:**

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

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**ATTACHMENTS:**

- a. None