

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

STUDY SESSION 5:45 P.M. COMMUNITY ROOM

I. CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

III. APPROVAL OF THE AGENDA

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

- a. Approval of the March 10, 2015 Meeting Minutes
- b. Approval of the March 17, Special Meeting Minutes
- c. Resolution 15-42; A Resolution Authorizing the Lease of DS-85 Mail Folder Inserter
- d. Resolution 15-43; A Resolution Authorizing The Town Of Erie, Colorado, To Enter Into an Intergovernmental Agreement Between the Town Of Erie And the Red Tail Metropolitan District Ensuring Compliance With the Approved Service Plan and the Erie Municipal Code
- e. Resolution 15-47; A Resolution Adopting the Memorandum of Understanding Between Weld County and the Town of Erie for the Collection of Motor Vehicle Sales Tax
- f. Ordinance 07-2015; An Ordinance of the Town of Erie Vacating a Public Access Easement Located on Tract G, Erie Highlands Filing No. 1 Final Plat; and Setting Forth Details in Relation Thereto

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

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

- a. Arbor Day and Earth Day Proclamations

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

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

- a. Resolution 15-40; A Resolution of the Board Of Trustees of the Town Of Erie, Colorado Designating an Historic Landmark Pursuant to the Provisions of Title 3, "Boards and Commissions," Chapter 3, "Historic Preservation Advisory Board," Section 3-3-8 B. of the Town of Erie Municipal Code; Specifically Designating the Lincoln School, 645 Holbrook Street, Erie, Colorado, as a Town Historic Landmark Of Special Historical, Architectural, Cultural, Interest and Value of a Historic Nature; and, Setting Forth Details in Relation Thereto.
- b. Resolution 15-41; A Resolution of the Town of Erie Authorizing the Town to Apply for a Grant From the Colorado State Historical Fund for the Cultural Survey; of Various Historical and Architectural Buildings and or Structures in Erie
- c. Resolution 15-44; A Resolution Awarding a Design Contract for Intersection Improvements for County Line Road From Bonnell to Telleen
- d. Resolution 15-45; A Resolution for Payment Pursuant to Settlement Agreement for the Windy Gap Firing Project

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

NONE SCHEDULED

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

- a. Town Hall Remodel Project
- b. Future Implementation of the Town of Erie Wastewater Reclamation

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

Staff Reports Included in Agenda Packet

XI. **BOARD OF TRUSTEES REPORTS & APPOINTMENTS** (This agenda item is for all Board of Trustees reports, Board & Commission Appointment, and items of information as well as Board discussion items, not listed on the agenda.)

- a. BOT Reports

XII. **ADJOURNMENT** (The Board's Goal is that all meetings be adjourned by 10:30pm. An agenda check will be conducted at or about 10:00 p.m., and no later than at the end of the first item finished after 10:00 p.m. Items not completed prior to adjournment will generally be taken up at the next regular meeting.)

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING 1
Tuesday, March 10, 2015
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Harris called the March 10, 2015 Regular Meeting of the Board of Trustees to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

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

III. APPROVAL OF THE AGENDA

Action: Trustee Charles moved to approve the March 10, 2015 agenda; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

- a. Approval of the February 24, 2015 Meeting Minutes
- b. Approval of the March 3, 2015 Special Meeting Minutes

Action: Trustee Moore was absent from the February 24, 2015 meeting but had reviewed the minutes and was comfortable with voting on the Consent Agenda. Trustee Moore moved to approve the March 10, 2015 Consent Agenda; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

V. PUBLIC COMMENT

Michael Rosseau, 607 W. Lucerne Drive, Lafayette, CO., expressed concerns regarding the Nelson Kuhl Annexation and Zoning.

VI. PROCLAMATIONS & PRESENTATIONS

- a. **Historic Preservation Board – Request for Local Landmark Designation for Lincoln School (Town Hall)**

David Snow of the Erie Historic Preservation Board, requested the Board consider approving Local Historic Designation for 645 Holbrook, Street, the site of Town Hall which was originally the Lincoln School built in 1907.

VII. RESOLUTIONS

- a. **Resolution 15-36; A Resolution Awarding a Construction Contract for Channel, Irrigation Ditch & W.Q. Restoration Project**

Gary Behlen, Director of Public Works presented staff recommendations for the approval of Resolution 15-36. The Storm Drainage Operating Capital Improvement Budget includes funds for Drainage Channel Maintenance. Three areas have been identified that are in need of improvements. Two areas are within the drainage channel south of the railroad tracks, one just west of Briggs Street and the other in the water quality pond just prior to the channel entering Coal Creek. The third section is within the Leyner Cottonwood Ditch that is jeopardizing a residential fence. An Invitation to bid was posted on the Town's website on February 6, 2015 to ensure that local contractors were notified about this project. No Erie contractors submitted bids. A pre-bid meeting was held on February 12, 2015 and bids were received on February 27, 2015: The low bidder was Dave's Earthworks, Inc. They first opened their office in Colorado in 2007. Communities Dave's Earthworks, Inc. has recently worked in include: Thornton, Commerce City, Brighton, Arvada and Westminster. Staff has reviewed the bids, contacted several references of Dave's Earthworks, Inc. for similar projects and found Dave's Earthworks, Inc. to be acceptable. Staff is recommending awarding the construction contract for the Channel, Irrigation Ditch & Water Quality Pond Restoration Project to Dave's Earthworks, Inc. in the amount of \$103,032.81. This serves the Board's goal for Infrastructure – Fund and provide essential infrastructure that corresponds with the planned rate of growth.

Action: Trustee Schutt moved to approve Resolution 15-36; the motion was seconded by Trustee Charles. The motion carried with the following roll call vote:

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

RESOLUTIONS (continued)

b. Resolution 15-37; A Resolution Awarding a Street Signage Supplies Contract

Gary Behlen, Director of Public Works presented staff recommendations for the approval of Resolution 15-37. The 2015 General Fund Streets Operating Budget includes funds for purchase of street signage and supplies. Due to the nature of this type of contract, staff prepared the bid which included a list of the most frequently ordered signs (i.e. stop sign, street name signs, warning signs) and the bidders were asked to submit a per unit cost. This does not include any materials such as posts and associated hardware. An Invitation to Bid was sent out and posted on the Town's website on January 28, 2015 and bids were received back on February 17, 2015. Vulcan Signs was the low bidder and is a nationwide supply company based in Foley, Alabama. They have provided this service to various municipalities including City of Nashville/Davidson County, Tennessee; City of Garland, Texas; State of Arkansas; Orange County, Orlando Florida, and City of Brownsville, Brownsville, Texas. There were no Erie bidders for this project. Staff recommends award of supplies service contract to Vulcan Signs. This contract allows for an up to two additional years renewal options providing the prices do not increase more than 2%. This serves the Board's goal for Infrastructure – Fund and provide essential infrastructure that corresponds with the planned rate of growth.

Action: Trustee Moore moved to approve Resolution 15-37; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with the following roll call vote:

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

c. Resolution 15-38; A Resolution Awarding a Concrete Services Contract

Gary Behlen, Director of Public Works presented staff recommendations for the approval of Resolution 15-38. The 2015 General Fund Streets Capital Budget includes funds for repair services to concrete throughout the Town. The Public Works Department is responsible for maintenance of concrete throughout the Town, including curb, gutter and sidewalk. The Bid Form includes estimated quantities of needed repairs using 2014 information. There may be additional work requested from the awarded Contractor outside of the Bid Form. The Town intends to issue to the successful bidder an on-going maintenance Agreement for Services, along with "emergency repairs" as needed, for 2015, with the option to extend the Agreement for two (2) additional one (1) year periods. All work considered an "emergency repair" shall be completed within an agreed upon time period of notification. Due to the nature of these services, quantities from 2014 were used in the bidding process. This will be adjusted as actual areas are identified later this spring with a quantity resolution. An Invitation to Bid was sent out and posted on the Town's website on January 30, 2015. R White Construction, LLC was the low bidder and is located in Nunn, Colorado and only does work for Federal and local government agencies such as: Longmont, Golden, Nunn, Conifer, Fort Collins, etc. There were no Erie bidders for this service. Staff recommends award of service contract to R White Construction, LLC. This contract allows for an up to two additional years renewal options providing the prices do not increase more than 2%. This serves the Board's goal for Infrastructure – Fund and provide essential infrastructure that corresponds with the planned rate of growth.

RESOLUTIONS (continued)

Action: Trustee Charles moved to approve Resolution 15-38; the motion was seconded by Trustee Moore. The motion carried with the following roll call vote:

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

d. Resolution 15-39; A Resolution Awarding a Design Contract for Non-Potable Water System Improvements

Gary Behlen, Director of Public Works presented staff recommendations for the approval of Resolution 15-39. The 2015 Capital Budget includes funds to design and construct improvements to the Town's non-potable water system. One component of these improvements is to design and construct improvements to enable the existing reuse/non-potable pump station at the Town's North Water Reclamation Facility and reuse/non-potable waterline to provide non-potable water for irrigation of parks, open space and right-of-ways in two pressure zones. The initial phase will provide non-potable water to:

- Colliers Hill
- Coal Creek Park
- Reliance Park
- Existing irrigation pond that serves the Erie Community Park

A Request for Proposal was posted on the Town's website on January 14, 2015 to ensure that local consultants were notified about this project. Staff reviewed 5 proposals. Staff is recommending awarding McLaughlin Water Engineers, a Division of Merrick & Company, this project based on their qualifications, approach to the project, and design cost. McLaughlin Water Engineers has experience with this type of project design and successfully completed the Town's Potable Water Master Plan Update. Remaining funds will be used in the construction of the project, and the extension of the existing non-potable waterline. The Town is currently working with the deployment of Colliers Hill to extend the non-potable line to Colliers Hill and south to Erie Parkway. Both projects will be presented to the Board later in the year. This serves the Board's goal for Infrastructure – Fund and provide essential infrastructure that corresponds with the planned rate of growth.

Action: Trustee Schutt moved to approve Resolution 15-39; the motion was seconded by Trustee Charles. The motion carried with the following roll call vote:

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

RESOLUTIONS (continued)

- e. **Resolution 15-35; A Resolution Authorizing The Engagement Of Sullivan Green Seavy, LLC For Legal Services For The Purpose Of Receiving Legal Services For Negotiating Memorandums Of Understanding With Oil And Gas Operators And Potential Erie Municipal Code Amendments**

John Sullivan of Sullivan Green Seavy, LLC was present and answered questions from the Board of Trustees regarding this agenda issue.

Action: Mayor Pro tem Gruber moved to approve Resolution 15-35; the motion was seconded by Trustee Carroll. 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	No
Trustee Schutt	Yes
Mayor Harris	Yes

VIII. ORDINANCES

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

Marty Ostholthoff, Director of Community Development presented staff recommendations for the approval of Ordinance 05-2015. The Town of Erie Urban Renewal Authority has submitted an Annexation application to annex approximately 29 acres of unincorporated Boulder County property into the Town of Erie. The application has been processed in accordance with C.R.S. 31-12-101, and Section 7.3, of the Town of Erie Unified Development Code. On January 27, 2015 the Board of Trustees held a Substantial Compliance hearing on the Nelson-Kuhl Annexation Petition and established February 24, 2015 as the Public Hearing date for adopting Findings of Fact in favor of the proposed annexation. Staff finds the application in compliance with Section 7.3, Annexations, of Title 10 of the Municipal Code. The Annexation is in compliance with the required noticing requirements of C.R.S. 31-12-108; with published notice in the Colorado Hometown Weekly on January 14, 2015, January 21, 2015, January 28, 2015 and February 4, 2015. In addition, The Nelson-Kuhl Annexation Impact Report was filed with appropriate authorities in compliance with C.R.S 31-12-108.5. Staff recommends approval of Ordinance 05-2015; an Ordinance Annexing the Nelson-Kuhl property to the Town of Erie.

Action: Mayor Pro Tem Gruber moved to approve Ordinance 05-2015; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

ORDINANCES (continued)

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

Marty Ostholthoff, Director of Community Development presented staff recommendations for the approval of Ordinance 06-2015. The Town of Erie Urban Renewal Authority has submitted an Annexation application to annex approximately 29 acres of unincorporated Boulder County property into the Town of Erie. The application has been processed in accordance with C.R.S. 31-12-101, and Section 7.3, of the Town of Erie Unified Development Code. Concurrent with the processing of the annexation application the Town is required to grant an initial zoning of the annexed property. The applicant has requested that the initial zoning of the property be CC-Community Commercial. Staff finds the application is consistent with the approval criteria of Section 7.4, Initial Zoning, of the Town of Erie Municipal Code. Notice of this Public Hearing has been published in the Colorado Hometown Weekly on February 4, 2015, Property Posted as required on February 9, 2015 and letters to Adjacent Property Owners were sent on February 6, 2015. Staff recommends approval of Ordinance 06-2015; an Ordinance Zoning the Nelson-Kuhl property to CC-Community Commercial.

Action: Trustee Schutt moved to approve Ordinance 06-2015; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

IX. GENERAL BUSINESS

a. Retail Marijuana Businesses Question on 2015 Citizen Survey

Damema Mann, Senior Project Manager for National Research Center, Inc., discussed questions for the upcoming Citizens Survey regarding Retail Marijuana Businesses in Erie.

X. BOARD OF TRUSTEES REPORTS

Trustee Charles asked for staff to prepare a Resolution designating 645 Holbrook, the Lincoln School as a local historic landmark.

Trustee Moore was given an update on the progress of the new Public Safety Building.

Trustee Schutt provided the Board of Trustees with an update on the Erie Economic Development Council activities.

Trustee Woog asked that a discussion on receiving emails during Board meetings and use of Social Media be a topic at the April Board Retreat.

Mayor Harris had questions regarding the Asphalt Specialties location in Weld County and a date when EnCana will have a meeting regarding the Pratt Well Site. The Town Administrator will check on these items and get back to the Board.

XI. ADJOURNMENT

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

Action: Mayor Harris adjourned the March 10, 2015 Regular Meeting of the Town of Erie Board of Trustees at 8:14p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Tina Harris, Ma

TOWN OF ERIE
BOARD OF TRUSTEES SPECIAL MEETING
Tuesday, March 17, 2015
6:00 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Harris called the March 17, 2015 Special Meeting of the Board of Trustees to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

Roll Call: Trustee Carroll – present
Mayor Pro Tem Gruber – late/arrived at 6:20p.m
Trustee Charles – present
Trustee Moore – present
Trustee Woog – present
Trustee Schutt – present
Mayor Harris – present

III. APPROVAL OF THE AGENDA

Action: Schutt moved to approve the March 17, 2015 agenda; the motion, seconded by Trustee Moore. The motion carried with all present (with the exception of Mayor Pro Tem Gruber who had not yet arrived) voting in favor thereof.

IV. GENERAL BUSINESS

Introduction to Metropolitan Districts; Presented by Kim Crawford, Bond Attorney, Butler Snow and Sam Sharp, Manage Director of Public Finance, D.A. Davidson & Co.

Action: Following the presentation, the Board directed Staff to bring back the following options with regards to the Model Service Plan:

1. Cap Mill Levy at 50 Mills with no restriction on apportionment between debt service and operations and maintenance.
2. District would provide written notice to the Town in cases of use of Eminent Domain.
3. Staff will work to clarify wording of Section V/ Exhibit D to the Service Plan.
4. Request that a separate document be provided with additional disclosures for homebuyers.

VI. EXECUTIVE SESSION

Action: Trustee Carroll moved to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); specifically, to discuss negotiation of new Memorandums of Understanding with oil and gas companies; the motion was seconded by Trustee Woog. The motion carried with all present voting in favor thereof.

EXECUTIVE SESSION (continued)

It's Tuesday, March 17, 2015, and the time is 7:20 p.m. For the record, I am the presiding officer, Mayor Tina Harris. As required by the Open Meetings Law, this executive session is being electronically recorded. Also present at this executive session are the following persons:

Mayor Pro Tem Mark Gruber; Trustees Janice Moore, Dan Woog, Scott Charles, Waylon Schutt and Jennifer Carroll;; Town Administrator A.J. Krieger; Public Works Director, Gary Behlen; Community Development Director, Marty Ostholthoff; Assistant to the Town Administrator, Fred Diehl;; Town Attorney Mark Shapiro; Special Counsel Barbara Green and John Sullivan.

This is an executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); specifically, to discuss negotiation of new Memorandums of Understanding with oil and gas companies

Upon completion of the Executive Session, Mayor Harris announced that the time is now 9:10 p.m., and the executive session has been concluded. The participants in the executive session were:

Mayor Tina Harris; Mayor Pro Tem Mark Gruber; Trustees Janice Moore, Dan Woog, Scott Charles, Waylon Schutt and Jennifer Carroll;; Town Administrator A.J. Krieger; Public Works Director, Gary Behlen; Community Development Director, Marty Ostholthoff; Assistant to the Town Administrator, Fred Diehl;; Town Attorney Mark Shapiro and Special Counsel Barbara Green and John Sullivan

For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record. Seeing none, the next agenda item is adjournment.

V. ADJOURNMENT

- Action: Trustee Schutt moved to adjourn the March 17, 2015 Town of Erie Board of Trustees Special Meeting; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.
- Action: Mayor Harris adjourned the March 17, 2015 Town of Erie Board of Trustee Special Meeting at 9:11 p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Tina Harris, Mayor

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

SUBJECT: **CONSENT - RESOLUTION**
Consideration of Resolution 15-42: A Resolution Authorizing The Lease Of DS-85 Mail Folder Inserter From Neopost USA In The Amount Of \$40,254.00 And Setting Forth Details In Relation Thereto

DEPARTMENT: Finance

PRESENTER: Steve Felten, Finance Director

FISCAL	2015 Cost as Recommended:	\$4,382.10				
INFORMATION:	Balance Available:	\$5,038.20				
	Budget Line Item Number:	500 70 110 573040 000000				
	Number:	510 70 110 573040 000000				
	New Appropriation Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

STAFF RECOMMENDATION: **Staff recommends approval of Resolution 15-42**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Staff recommends the Town replace the current mail stuffing/folding machine with the DS-85 5 station with 1 maxi feeder and short feeder for BRE and newsletters from Neopost. Neopost is currently on the State Bid list and has quoted the Town a lease price of \$486.90 per month for the first year including one year warranty and \$716.90 per month for the remaining 48 months, maintenance is included in the increase of lease payment for the remainder of the lease. This lease price includes the equipment and software, monthly meter rental and iMeter apps, annual maintenance agreement and annual subscription service.

The Town purchased its current mail stuffing/folding machine in 2008. The Finance Department uses this machine on a regular basis to fold and stuff utility bills and paychecks. The machine is also used on a regular basis by other departments to fold and/or stuff mailings.

The current machine has reached its useful life. The current machine keeps breaking down and we are constantly calling for service which can take one to two days for them to get to us. This is causing delay in the finance department's deadline on getting the utility statements out to our customers.

This new machine has better technology and after receiving a demonstration we feel that this will be an efficient machine for the Town.

We did look at outsourcing this function of the utility billing process, but determined that this would not be cost effective for the Town right now. Our quotes that were received ranged from \$1,100 to \$1,700 per month. Outsourcing may be more cost effective in the future and will be revisited.

Staff Review:

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

Approved by:


A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15 42
- b. Exhibit 1

RESOLUTION NO. 15-42

A RESOLUTION AUTHORIZING THE LEASE OF DS-85 MAIL FOLDER INSERTER FROM NEOPOST USA IN THE AMOUNT OF \$40,254.00.00 AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the Town of Erie, Colorado wishes enter a lease agreement for a DS-85 from Neopost in the amount of \$40,254.00; and

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

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

Section 1. That the lease by the Town of Erie for Neopost USA DS-85 Mail Folder Inserter is found to be a reasonable and acceptable lease.

Section 2. That the Town of Erie be and is hereby authorized and directed to lease the DS 85 Mail Folder Inserter from Neopost and the Appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said lease.

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

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

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, C.M.C., Town Clerk

neopost



DS-85

**YOUR MAIL CENTER
ASSISTANT**

The easy-to-use folder inserter that grows with your business



WE VALUE YOUR MAIL



neopost

DS-85

YOUR MAIL CENTER ASSISTANT

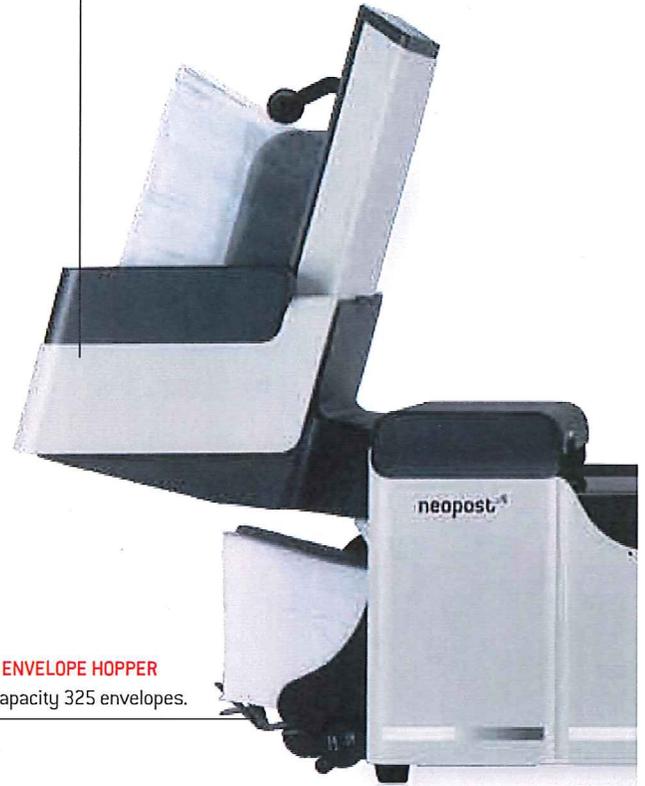
THE EASY-TO-USE FOLDER INSERTER THAT GROWS WITH YOUR BUSINESS

With the need to identify more efficient and productive ways to conduct business, companies are always looking for ways to adapt to their changing business requirements while saving time and money. Ideally suited for businesses that want flexibility, the DS-85 folder inserter is designed to adapt and grow to meet the expanding needs of your mail center. From common business applications to unique combinations of documents, the DS-85 handles them all.

The modular design of the DS-85 allows for expansion from two to six stations at any time, providing additional capacity. Should applications change or evolve, you know that your investment is protected, because the DS-85 can easily be configured to meet your needs.

HIGH CAPACITY VERTICAL STACKER

The high capacity vertical stacker increases your productivity by holding up to 500 finished envelopes.



CARRIER ENVELOPE HOPPER

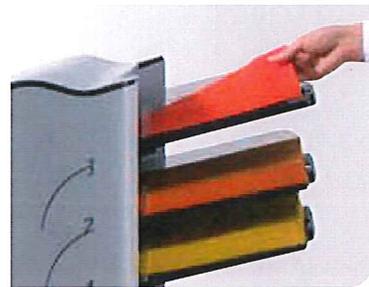
Hopper capacity 325 envelopes.



A NEW STANDARD IN EASE-OF-USE

Designed for simplicity, the 5.7" color touch screen display provides a friendly, intuitive wizard-based user interface making it easy for anyone to select and run their folding and inserting jobs.

Alternatively, see how easy it is to create a new job using our exclusive load'n Go® automated wizard. Simply load your documents and envelopes and press the start button. The DS-85 will automatically measure the length of all loaded documents, as well as the envelope to run your job, and save that job, without operator involvement, for future use.



THE MANUAL FEED MODE AUTOMATES PROCESSING BY HAND

The manual feed mode allows you to process up to ten sheets fed by hand, stapled or unstapled. Ideal for personalizing mail for just one or a few individual recipients. It provides you with a professional looking mail piece with all the benefits of DS-85's mail processing.

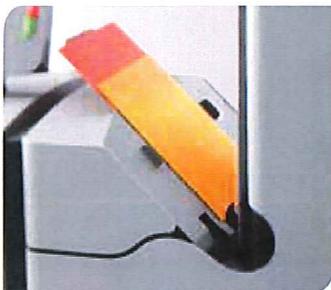


TOUCH SCREEN

The 5.7" color display provides an intuitive wizard-based user interface for ease-of-use.

FEEDER LINKING

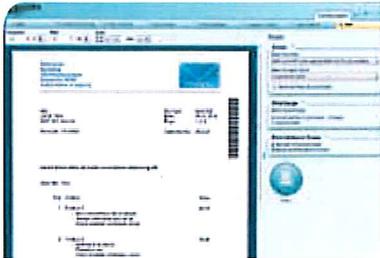
Continuous operation is achieved by linking feeders. If one feeder runs empty, another one automatically takes over, allowing you to refill as needed until your job is complete.



SMART SOLUTIONS TO MAXIMIZE MAIL CENTER PRODUCTIVITY

To avoid stoppages and maximize efficiency, the IntelliDeck diverts duplicate or faulty documents before folding while the system continuously runs.

The standard high capacity vertical stacker will reduce incidences of unloading, thus enabling other tasks to be done in the meantime. It requires less handling and makes it possible to unload up to 500 envelopes every eight minutes while running at maximum speed.



AUTOMATE YOUR DOCUMENT PROCESSING

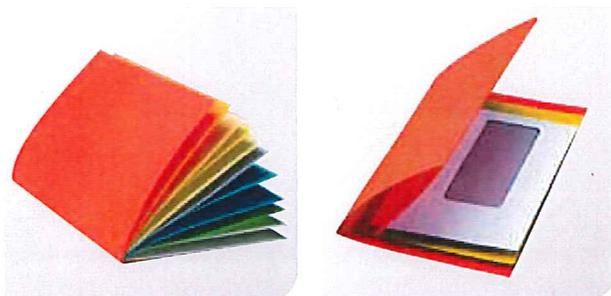
Output management software enables you to automate document sets.

- Automatically add barcodes anywhere on the document.
- Remove your old OMR marks, eliminating unwanted print.
- Select inserts from multiple trays.
- Guarantee your mail integrity with secure control marks.
- Split your print file based on number of pages.



THE FLEXIBLE SOLUTION FOR EVERY MAIL CENTER

Thanks to Neopost's unique flexFeed® technology, you can load any document size in each of the six feeders. The variety of applications is up to you. Furthermore, you don't need to fan documents before loading.



CREATE YOUR OWN PROFESSIONAL LOOKING MAIL PIECE

Collating documents before folding them is not only faster than collating them in the envelope, it also ensures a perfect presentation and reduces the risk of stoppages.

With powerFold™ technology, you can crisply and quietly fold up to ten pages in single fold and eight pages in tri-fold. With this technology, the address will appear in the window of the envelope whether it is on the top, middle or bottom of the address-bearing document. The clam shell design of the DS-85 allows easy access to the entire paper path.

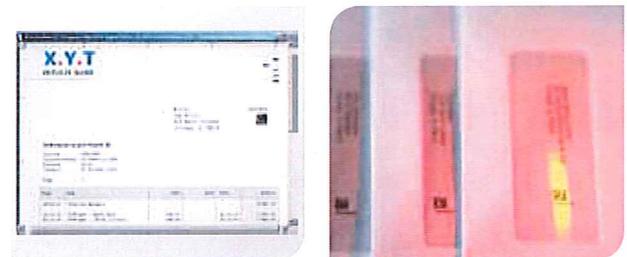


FULL CONTENT CONTROL AND SECURITY YOU CAN RELY ON

Thanks to its exclusive scanning device, the DS-85 can read any type of coding such as OMR and 1D barcodes. Furthermore, the code can be printed anywhere on the document. This unique feature provides full flexibility to fulfill any layout requirement.

To securely process personalized mail runs and those with varying document set sizes, the DS-85 includes several automatic features to ensure that every recipient receives precisely the right mail piece.

- Reading of sequencing marks allows you to control printing accuracy, select inserts based on customer profile for your direct mailings, and ensures 100% complete set integrity. Optional integrity checking software ensures 100% accurate mail processing.
- Automatic double document detection via Neopost's secure'n Feed™ technology protects against misfeeds at all feed stations and in the insert area.



MONITOR, SECURE AND TRACK YOUR PRODUCTION OUTPUT

Is the integrity of your mailing ensured during production? Mail Piece Production Control (MPPC) is a scanning hardware and software solution, which compliments Neopost's PrintMachine output management software and folding inserting systems by monitoring the mail piece insertion process and enabling easy reconciliation of missing or damaged documents. It also provides detailed production reports to guarantee end-to-end mailing production integrity from print to insertion.

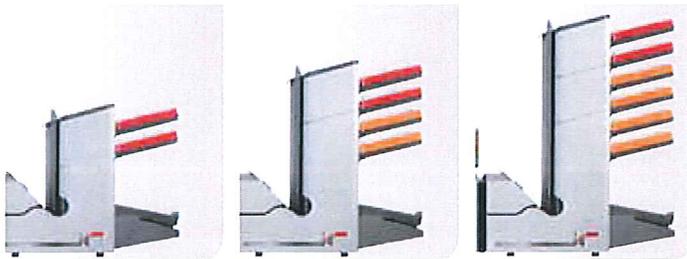
EASY-TO-USE – NO OPERATOR TRAINING REQUIRED

AUTOMATED – JUST LOAD'N GO®

HIGH PRODUCTIVITY – ENSURES MAIL QUALITY & INTEGRITY

COMPACT/LOW NOISE LEVEL – SUITABLE FOR ANY ENVIRONMENT

MODULAR – CAN GROW WITH YOUR BUSINESS



ADAPT YOUR SYSTEM TO YOUR NEEDS

The DS-85 can be expanded from two up to six stations at any time, providing additional capacity and protecting your investment. Simply add the right module at the right time – as your company grows. The multiple function options allow you to take on more job orders, further optimizing your productivity.

The modular design of the DS-85 gives you peace of mind and ensures that your equipment investment is cost-effective today and into the future.



DEDICATED FEEDERS FOR SPECIFIC NEEDS

These optional all document feeders have been specially designed to handle a wide variety of paper types, including coated material and even small booklets. You can add a high capacity document feeder (up to 725 sheets) for increased loading capacity.

MAXIFEEDER FOR INCREASED DOCUMENT CAPACITY

Load up to 1,200 sheets or 325 BRE's in the dedicated maxiFeeder.

DS-85

YOUR MAIL CENTER ASSISTANT



MAIL INTERFACE

Insert, fold, and meter in one seamless step. The DS-85 integrates to a full line of Neopost mailing systems for maximum performance. From the IS-420 to the IS-6000, pairing the DS-85 to a mailing system creates the perfect mail processing solution.



FEATURES

STANDARD

- High capacity vertical stacker
- load'n Go® automatic setting
- flexFeed® multi document size feeder
- Multiple sheet feeding
- Linking capability with all feeders
- Manual feed mode
- secure'n Feed™ double detection
- Accumulate before folding
- Tip-to-tip sealing

OPTIONAL

- Short Feeders
- maxiFeeder
- Different exits: catch tray, side exit, conveyor
- Height adjustable furniture
- Barcode Reader (BCR)
- Optical Mark Recognition (OMR)
- Mail Piece Production Control (MPPC)
- Output management software
- Mail interface system integration

SPECIFICATIONS

DOCUMENT SPECIFICATIONS

Height	3.5" – 14"
Width	5.1" – 9"
Weight	16 – 66 lbs.
maxiFeeder capacity	1,200 sheets (20 lb.)
flexFeed capacity	325 sheets (20 lb.)
High capacity document feeder	725 sheets (20 lb.)

SET THICKNESS

Maximum	2.5 mm
---------	--------

ENVELOPES

Length	3.5" – 6.3"
Width	6.3" – 9.7"
Feeder capacity	325 sheets

FOLDING

Maximum capacity	10 sheets (20 lb. single fold)
Fold types	Letter, z-fold, single, double parallel, no fold

FEEDERS

Stations	Up to 6
----------	---------

PERFORMANCE

Processing speed	Up to 4,000/hr.
Job memory	25

SYSTEM DIMENSIONS*

Length	72"
Width	16.5"
Height	36.5"
Weight	242 lbs.

* Based on a 4 feed stations configuration

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Neopost is a world leader in mailing and logistics solutions. Our innovative solutions bring simplicity and efficiency to your mailing process to make your business run better. Neopost brilliantbasics benefits provide excellence in all our offers, from products to support and services. They bring you the best in operational efficiency, mail quality and security, budget optimization and online management. Whether for advice or support, you enjoy our commitment to supply first-class service – on the phone, on site, or online. Benefit from immediate response times and remote diagnosis at our call centers, and fast dispatch of service engineers when needed. Find out more at www.neopost.com/brilliantbasics

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

SUBJECT: **RESOLUTIONS**
Resolution 15-43: A Resolution Authorizing The Town Of Erie, Colorado, To Enter Into An Intergovernmental Agreement Between The Town Of Erie And The Red Tail Ranch 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

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

STAFF
RECOMMENDATION: Staff recommends approval of Resolution 15-43.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town previously approved the Service Plan (Plan) for Red Tail Ranch Metropolitan District (District) in October 2014. The District encompasses approximately 294 acres of land located north and west of the intersection of Weld County Roads 4 and 5.

In accordance with the approved Plan and Title 9-4-6 of the Town of Erie Municipal Code, the Town requires the Districts to enter into an Intergovernmental Agreement (IGA) with the Town ensuring compliance with approved Plan and the Erie Municipal Code.

Staff Review:

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

Approved by:



A. J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-43
- b. Town of Erie/Red Tail Ranch Metropolitan District Intergovernmental Agreement
- c. Red Tail Ranch Metropolitan District Approved Service Plan

ATTACHMENT A

RESOLUTION NO. 15-43

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

WHEREAS, the Town previously approved the Service Plan (“Plan”) for Red Tail Ranch Metropolitan District (“District”) pursuant to Resolution 14-113 on October 28, 2014; and,

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

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

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

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

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

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

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

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

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

ATTACHMENT B

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF ERIE COLORADO
AND
RED TAIL RANCH 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 **Red Tail Ranch 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 October 14, 2014, as amended from time to time by Town approval ("Service Plan"); and

WHEREAS, the Service Plan and Section 9-7-6 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 7 of the Town Code (the "Special District Code") are hereby incorporated in this agreement by this reference. The District agrees to comply with all provisions of the Service Plan and the Special District Code.

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

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

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

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

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

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

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

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

Town of Erie
Attn: Town Administrator
PO Box 750
Erie, Colorado 80516

With a copy to:

Mark R. Shapiro
Mark R. Shapiro, P.C.
1650 38th Street, Suite 103
Boulder, CO 80301

Red Tail Ranch Metropolitan District
c/o Seter & Vander Wall, P.C.
7400 E. Orchard Rd., Suite 3300
Greenwood Village, CO 80111

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.

**RED TAIL RANCH METROPOLITAN
DISTRICT**

BY: 

President

ATTEST:

By: _____
Secretary

TOWN OF ERIE, COLORADO

By: _____
Mayor

ATTEST:
By: _____
Town Clerk

ATTACHMENT C

**SERVICE PLAN
FOR
REDTAIL RANCH METROPOLITAN DISTRICT**

Prepared

by

Seter & Vander Wall, P.C.
7400 E. Orchard Rd., Suite 3300
Greenwood Village, CO 80111

October 14, 2014

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LIST OF 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(c) and (e).
EXHIBIT E	Matrix of Ownership and Maintenance
EXHIBIT F	Financing Plan, including sources and uses and bond solutions
EXHIBIT G	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 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 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:

Organizers
Stratus Companies, LLC
8480 East Orchard Rd., Suite 1100
Greenwood Village, CO 80111

District Counsel
Setzer & Vander Wall, P.C.
7400 East Orchard Rd., Suite 3300
Greenwood Village, CO 80111

Financial Advisor
D.A. Davidson & Co.
1600 Broadway, Suite 1100
Denver, CO 80202

Engineers
MM&D Engineering Services
9125 N. Clydesdale Road
Castle Rock, CO 80108

Bond Counsel
GreenbergTraurig, LLP
1200 17th Street
Denver, CO 80202

E. First Board of Directors.

The first board of directors is proposed to include:

Richard Dean
948 Buffalo Ridge Road
Castle Pines CO 80108

Reagan Dean
948 Buffalo Ridge Road
Castle Pines, CO 80108

Keith Pockross
106 S University Blvd Unit 3
Denver, CO 80209

Alan D. Linton
6060 Fox Hill Drive
Longmont, CO 80504

Susan M. Pratt
8833 Portico Lane
Longmont, CO 80502

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.

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

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

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

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

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

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

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

Operating Mill Levy: mean the maximum mill levy the District is permitted to impose for Operation and Maintenance 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 Redtail Ranch.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, and financed as generally described in Exhibit 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 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.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 293.5 acres. A legal description of the Initial District Boundaries is attached hereto as Exhibit A. 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 acres of agricultural land. The current assessed valuation of the Initial District Boundaries is \$5,420 and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately 1,708 people¹.

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.

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.

¹ Based on 2010 US Census data for the Town of Erie of 2.91 persons per household for estimated 587 residential units.

a. The purpose of the District is to plan for, design, acquire, construct, install, and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Official Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements unless the provision of such operation and maintenance is pursuant to Exhibit 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 infrastructure and conveys it to the District contingent upon a pledge from the District that it will issue bonds to pay the landowner/developer, prior to reimbursing the landowner/developer for such amounts, the District must receive the report of an independent engineer or accountant confirming that the amount of the reimbursement is reasonable.

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

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

5. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, the District shall obtain the certification of an External 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.

7. Total Debt Issuance Limitation. The District shall not issue Debt in an aggregate principal amount in excess of \$30,000,000, 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 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.

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

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

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

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

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral

approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

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

12. Eminent Domain Powers Limitation. The District shall 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 a copy of such notice at Town Hall and the Town Post Office. From the time that 50% of the structures to be built in the District have been sold to purchasers, all meetings of the Board of Directors shall be held within Town limits.

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

15. Intergovernmental Agreement; Improvement Guaranty. The District shall not levy any taxes or issue any Debt until it enters into an intergovernmental agreement with the Town regarding the enforcement of this Ordinance and the provisions of the Model 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 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 A.1-15 above or in Section VI shall be deemed to be material departures from this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, as more specifically described

in Exhibit D. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the Official Development Plan (pending as of the date of the Service Plan) on the property in the Initial District Boundaries and is approximately \$20,500,000 and 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 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 a District shall be structured so that failure to pay debt service when due shall not of itself constitute an event of default or result in the exercise of remedies. The foregoing shall not be construed to prohibit events of default and remedies for other occurrences including, without limitation, (1) failure to impose or collect the Maximum Mill Levy or such portion thereof as may be pledged thereto, or to apply the same in accordance with the terms of the Debt, (2) failure to abide by other covenants made in connection with such Debt, or (3) filing by a District as a debtor under any bankruptcy or other applicable insolvency laws. Notwithstanding the foregoing, Debt will not be structured with a remedy which requires the District to increase the Maximum Mill Levy or the Maximum Mill Levy Imposition Term.

D. Eligible Bondholders

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

E. Maximum Mill Levy.

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

1. The Maximum Mill Levy shall be fifty (50) mills; provided that if, on or after January 1, 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 for more than forty (40) years after the year of the initial imposition of such Debt service mill levy unless: (1) a majority of the Board of Directors of the District imposing the mill levy are residents of such District, and (2) such Board has voted in favor of issuing Debt with a term which requires or contemplates the imposition of a Debt service mill levy for a longer period of time than the limitation contained herein. The District shall not issue debt with a scheduled amortization period of greater than 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 shall only be used for Debt service on Market Issued Debt or for Privately Placed Debt. It shall never be used to pay debt service on any other obligation. Specifically, Developer advances for capital outlays must be structured as Privately Placed Debt if there is a reasonable expectation that the advance will not be repaid in its entirety within one (1) year. In no event shall the debt service mill levy in any District exceed the Maximum Mill Levy or the Maximum Mill Levy Imposition Term.

H. Security for Debt.

No Debt or other financial obligation of any District will constitute a debt or obligation of the Town in any manner. The faith and credit of the Town will not be pledged for the repayment of any Debt or other financial obligation of any District. This will be clearly stated on all offering circulars, prospectuses, or disclosure statements associated with any securities issued by any District. District shall not utilize the Town of Erie'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 15 mills. The first year's operating budget is estimated to be \$50,000 which is anticipated to be derived from property taxes and other revenues.

VII. ANNUAL REPORT

A. General.

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

B. Reporting of Significant Events.

The annual report shall include the following information:

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

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

public facilities in the fiscal year, as well as any capital improvements or projects proposed to be undertaken in the five (5) years following the fiscal year;

(d) Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the fiscal year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations issued in the fiscal year, the amount of payment or retirement of existing indebtedness of the District in the fiscal year, the total assessed valuation of all taxable properties within the District as of January 1 of the fiscal year, and the current mill levy of the District pledged to debt retirement in the fiscal year;

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

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

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

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

VIII. DISSOLUTION

The District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes upon the occurrence of one of the following: (1) if the Board of Trustees has not approved a preliminary plat and/or development agreement for the development of the property within the District within 18 months from the approval of this Service Plan, (2) if the District has not issued any Debt within three years from the approval of this Service Plan, (3) upon an independent determination of the Board of Trustees that the purposes for which the District were created have been accomplished, or (4) when no Debt is then outstanding. If the Board of Trustees has not approved a preliminary plat and/or development agreement for the development of the property within the District within 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. 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 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 and Map

{00126524}

MM&D Engineering & Surveying Services

www.mmdeng.com
9125 N. Clydesdale Rd
Castle Rock, CO 80108
303-908-0062
303-708-8399 FAX

Exhibit A

LEGAL DESCRIPTION
(PER TITLE COMMITMENT NO. 23496GET - VERSION NO. 2,
DATED JUNE 30, 2014)

A PORTION OF W1/2 NE1/4, E1/2 NE1/4 AND S 1/2 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

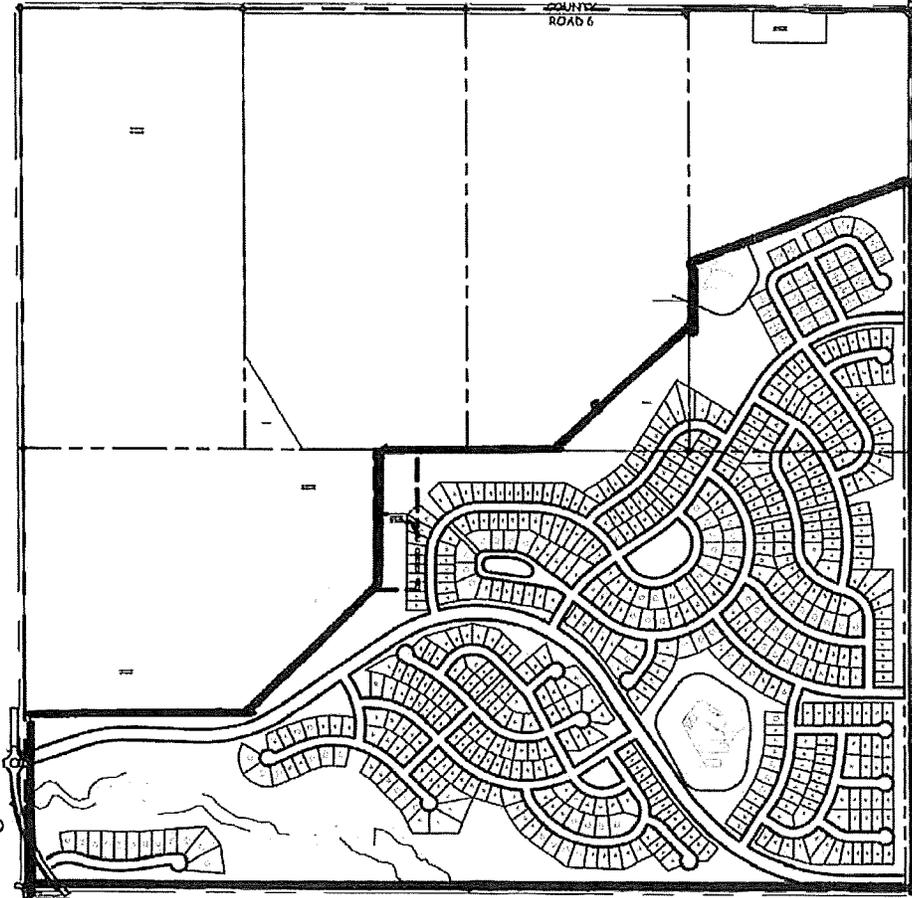
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 29; THENCE S89°53'54"W, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 29, A DISTANCE OF 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 5 (80' WIDE) AS DESCRIBED AT RECEPTION NO. 1973755 IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S00°33'04"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2628.75 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF A 60' WIDE RIGHT-OF-WAY AS DESCRIBED IN BOOK 86 AT PAGE 273 AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO, THENCE N89°52'25"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2582.89 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N89°51'56"W, A DISTANCE OF 2592.85 FEET TO A POINT ON THE EASTERLY LINE OF A 60' WIDE RIGHT-OF-WAY LINE AS DESCRIBED IN SAID BOOK 86 AT PAGE 273; THENCE N00°46'44"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1011.94 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND AS DESCRIBED AT RECEPTION NO. 2360787, RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO; THENCE TRAVELING ALONG THE SOUTH AND EASTERLY PORTION OF SAID PARCEL OF LAND, THE FOLLOWING (3) THREE COURSES:

1. S89°59'07"E, A DISTANCE OF 1264.97 FEET TO A POINT;
2. N45°48'01"E, A DISTANCE OF 1075.96 FEET TO A POINT;
3. N00°40'10"W, A DISTANCE OF 850.48 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 29;

THENCE N89°55'44"E, ALONG SAID NORTH LINE, A DISTANCE OF 549.46 FEET TO A POINT ON THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE CONTINUING ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 29, N89°55'15"E, A DISTANCE OF 479.08 FEET TO A POINT; THENCE N48°09'00"E, A DISTANCE OF 1110.81 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE N00°36'26"W, ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 370.78 FEET TO A POINT ON THE SOUTHERLY LINE OF RIGHT-OF-WAY (60' WIDE) AS DESCRIBED IN BOOK 868 AT PAGE 89 AND AT RECEPTION NO. 1687926 AS RECORDED IN WELD COUNTY COLORADO; THENCE NORTH 68°34'00"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1364.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 5; THENCE S00°32'52"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1607.21 FEET TO THE POINT OF BEGINNING.

Exhibit 'A'



SCALE: 1" = 1000'

MM&D Engineering Services, Inc.

William E. Miller, P.E.

ENGINEERING*CONSTRUCTION MANAGEMENT*SURVEYING

6901 S. Yosemite St. #201

Centennial, Colorado 80112

PH (303) 908-0062 ★ FAX (303) 708-8399

**Red Tail Ranch
Subdivision**

DATE: 08/15/14

DES/DFT: WEM/kem

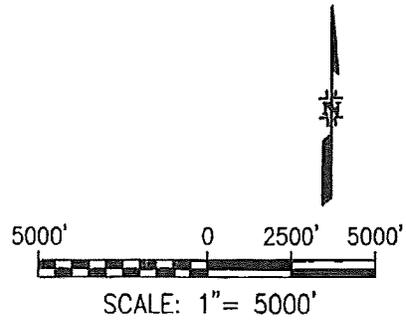
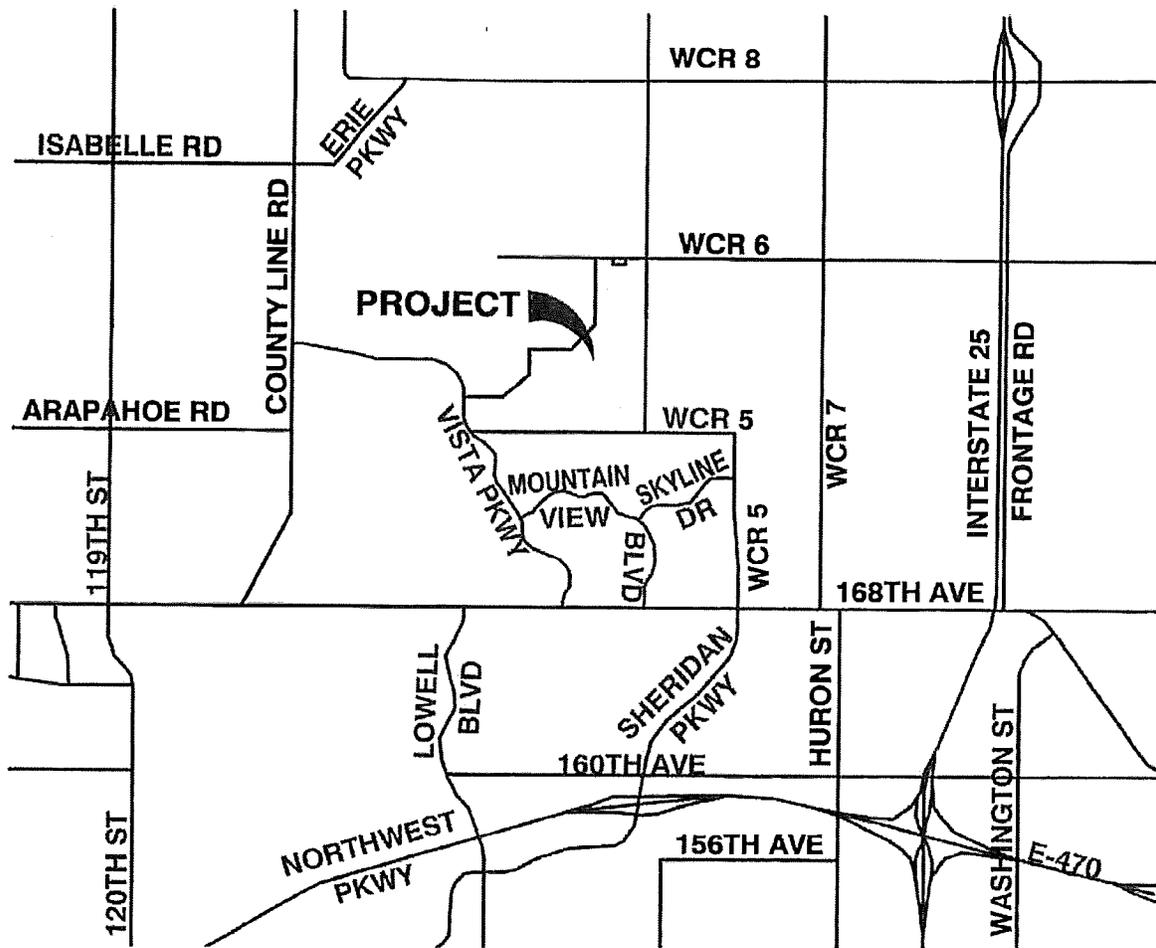
PROJ NO.: 14-356

SHEET: 2 OF 2

EXHIBIT B

Erie Vicinity Map

Vicinity Map



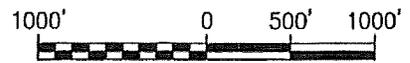
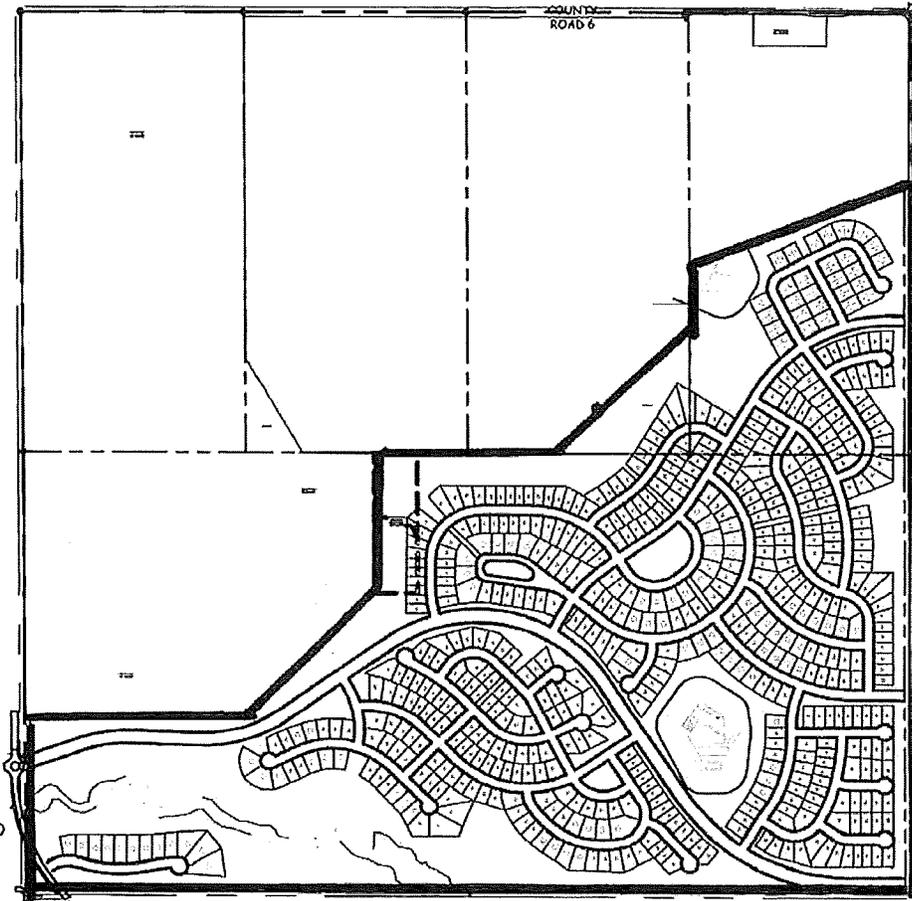
MM&D Engineering Services, Inc.
William E. Miller, P.E.
 ENGINEERING*CONSTRUCTION MANAGEMENT*SURVEYING
 9125 North Clydedale Road
 Castle Rock Colorado 80108
 PH (303) 908-0082 ★ FAX (303) 708-8399

Project Name:
**Redtail Ranch
 Metro District**
 DATE: 08/19/14
 DES/DFT: WEM/kern
 PROJ NO.: 14-356
 SHEET: 1 OF 1

EXHIBIT C

Initial District Boundary Map

Exhibit 'A'



SCALE: 1" = 1000'



MM&D Engineering Services, Inc.

William E. Miller, P.E.

ENGINEERING*CONSTRUCTION MANAGEMENT*SURVEYING

*6901 S. Yosemite St. #201
Centennial, Colorado 80112*

PH (303) 908-0062 ★ FAX (303) 708-8399

**Red Tail Ranch
Subdivision**

DATE: 08/15/14
DES/DFT: WEM/kem
PROJ NO.: 14-356
SHEET: 2 OF 2

EXHIBIT D

Description of Public Improvements, including the information required by Section 32-1-202(c) and (e), C.R.S.

**Redtail Ranch
Erie, Colorado**

19-Aug-14

Summary of Projected Costs

Total Cost

Earthwork	\$	470,740.00
Sewer	\$	1,929,856.00
Water Main	\$	1,884,442.00
Storm Sewer	\$	1,651,220.00
Concrete	\$	3,004,550.00
Paving	\$	5,317,200.00
Add Ons (Civil, Soils, Survey, Landscape)	\$	2,681,670.00
Onsite, ROW & Trail Landscaping	\$	1,125,000.00
2 Acre Park & 4 0.5 ac pocket parks	\$	609,840.00
Total before Contingency	\$	18,674,518.00
Contingency @ 10%	\$	1,867,451.80
Total Estimated Cost w/ Contingency	\$	20,541,969.80

**Redtail Ranch
Erie, Colorado**

19-Aug-14

Item	Quantity	Unit	Unit cost	Total Cost
Earthwork				
Roads, Parks & Trails				
Mobilization	1	ea	33,000.00	33,000.00
Clear and grub	1	ea	2,000.00	2,000.00
Strip topsoil 4" to stockpile/fill	13,600	cy	1.90	25,840.00
Overlot cut to fill	62,000	cy	2.25	139,500.00
Overexcavate and recompact public ways	110,000	cy	2.09	229,900.00
Parks, Onsite,ROW & Trail Landscaping	15,000	cy	2.70	40,500.00
Total Earthwork			\$	470,740.00

**Redtail Ranch
Erie, Colorado**

19-Aug-14

Sanitary Sewer

Mobilization	1	ea	7500.00	7,500.00
Tie to existing stub	1	ea	786.00	786.00
8" PVC SDR 35 sewer main	21,800	lf	33.00	719,400.00
10" PVC SDR 35 sewer main	5,240	lf	40.00	209,600.00
4' ID manholes	150	ea	2950.00	442,500.00
6" PVC perf. Underdrain w/main	27,040	lf	18.50	500,240.00
6" PVC solid underdrain separate trench	300	lf	33.00	9,900.00
6" UD cleanouts @manholes	150	ea	250.00	37,500.00
6" UD cleanouts on outfall	10	ea	243.00	2,430.00
Total Sewer				<u><u>\$ 1,929,856.00</u></u>

**Redtail Ranch
Erie, Colorado**

15-Aug-14

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit cost</u>	<u>Total Cost</u>
Storm Sewer				
18" RCP CL 3	5,230	lf	48.00	251,040.00
24" RCPCL 3	3,140	lf	64.00	200,960.00
30" RCP CL 3	673	lf	74.50	50,138.50
36" RCP CL 3	5,860	lf	105.00	615,300.00
36" FES w/jt fasteners, toewl & trashrack	3	ea	3,600.00	10,800.00
30" FES w/jt fasteners, toewl & trashrack	1	ea	2,241.00	2,241.00
5' ID manhole	64	ea	2,500.00	160,000.00
10' type R Inlet	45	ea	6,600.00	297,000.00
Outlet structure (ponds A&B)	4	ea	15,935.00	63,740.00
Type M riprap	-	cy	68.80	-
Total Storm Sewer				<u>\$ 1,651,219.50</u>

**Redtail Ranch
Erie, Colorado**

19-Aug-14

Item	Quantity	Unit	Unit cost	Total Cost
Asphalt Paving				
Asphalt Paving-7" full depth HBP	99,900	sy	37.00	3,696,300.00
Asphalt Paving-9" full depth HBP	28,000	sy	42.50	1,190,000.00
Subgrade prep 12" scarify & recompact	117,900	sy	2.00	235,800.00
Adjust manholes	214	ea	400.00	85,600.00
Adjust valve boxes	160	ea	200.00	32,000.00
Stripping	1	ea	75,000.00	75,000.00
Mobilization	1	ea	2,500.00	2,500.00
Paving				\$ 5,317,200.00
Concrete				
Verticle curb and gutter	16,950	lf	13.50	228,825.00
7' 6" Combination C/G/Walk	52,900	lf	29.00	1,534,100.00
Handicap ramps	82	ea	1,500.00	123,000.00
Crosspan	12	ea	4,500.00	54,000.00
6' sidewalk	12,600	lf	25.50	321,300.00
10' concrete sidewalk	12,600	lf	42.50	535,500.00
Subgrade prep	57,900	sy	3.00	173,700.00
Backfill curb, gutter and walk	69,850	lf	0.50	34,925.00
Mobilization	1	ea	2,200.00	2,200.00
Concrete				\$ 3,007,550.00

**Redtail Ranch
Erie, Colorado**

19-Aug-14

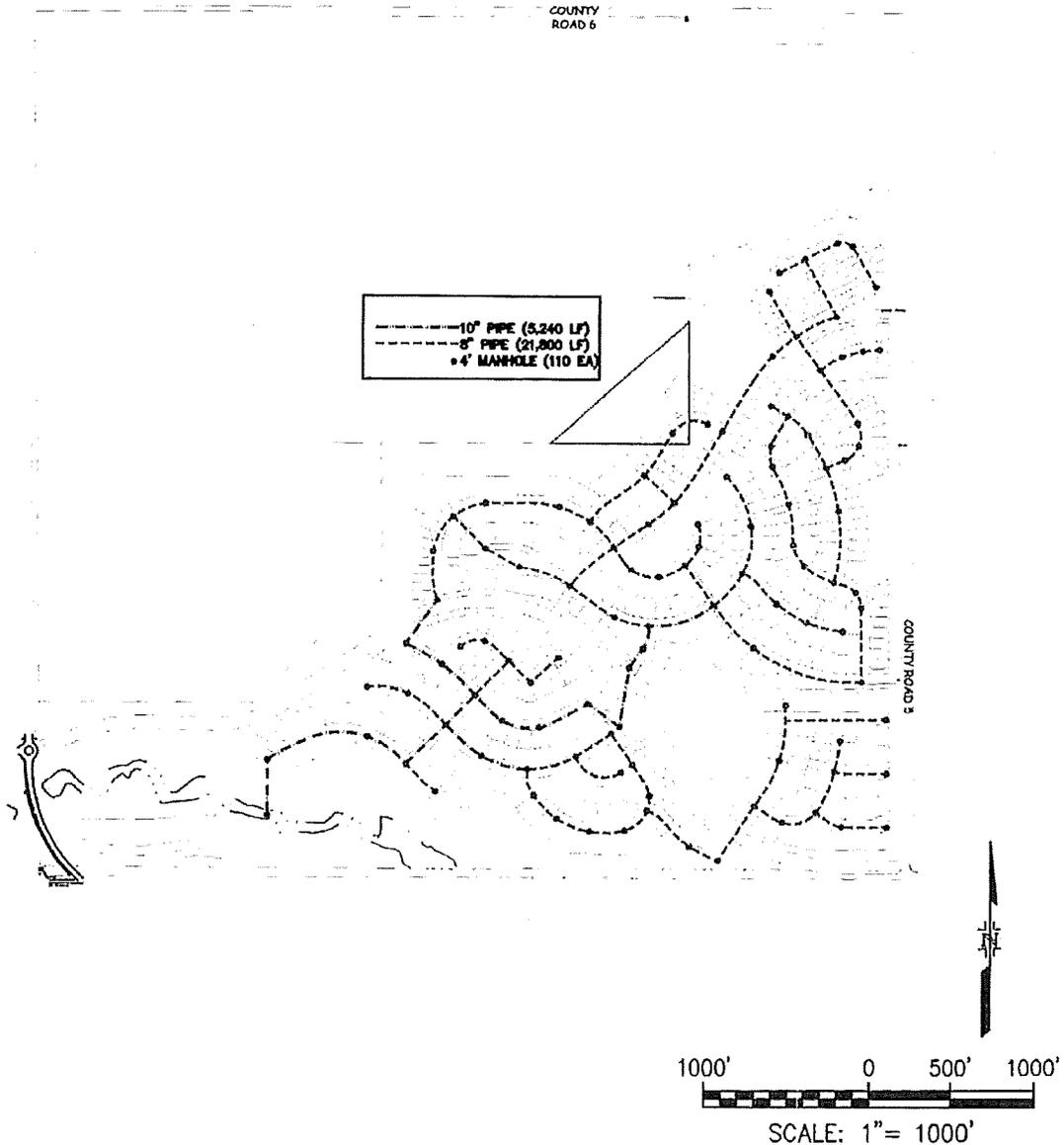
Item	Quantity	Unit	Unit cost	Total Cost
Added Items				
GESC permit	1 ea		2,750.00	2,750.00
Civil Engineering	1 ea		475,470.00	475,470.00
Soils inspection and testing	1 ea		469,600.00	469,600.00
Survey	1 ea		469,600.00	469,600.00
Landscape Design	1 ea		146,750.00	146,750.00
Misc. Reports (Wetlands, Native Species, Archeologica, Hazardous)	1 ea		75,000.00	75,000.00
Construction water	2 ls		10,000.00	20,000.00
traffic signals	3 ls		300,000.00	900,000.00
construction permits	1 ls		100,000.00	100,000.00
Signs	75 ea		300.00	22,500.00
Added Items				<u>\$ 2,681,670.00</u>

**Redtail Ranch
Erie, Colorado**

15-Aug-14

Item	Quantity	Unit	Unit cost	Total Cost
2 acre Park plus 4 ea. 0.5 ac pocket parks	174,240	sf	3.50	\$ 609,840.00
Onsite and ROW landscaping	375,000	sf	3.00	<u>1,125,000.00</u>
Total Landscaping				<u>\$ 1,734,840.00</u>

Sanitary Sewer Line



MM&D Engineering Services, Inc.

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Castle Rock Colorado 80108

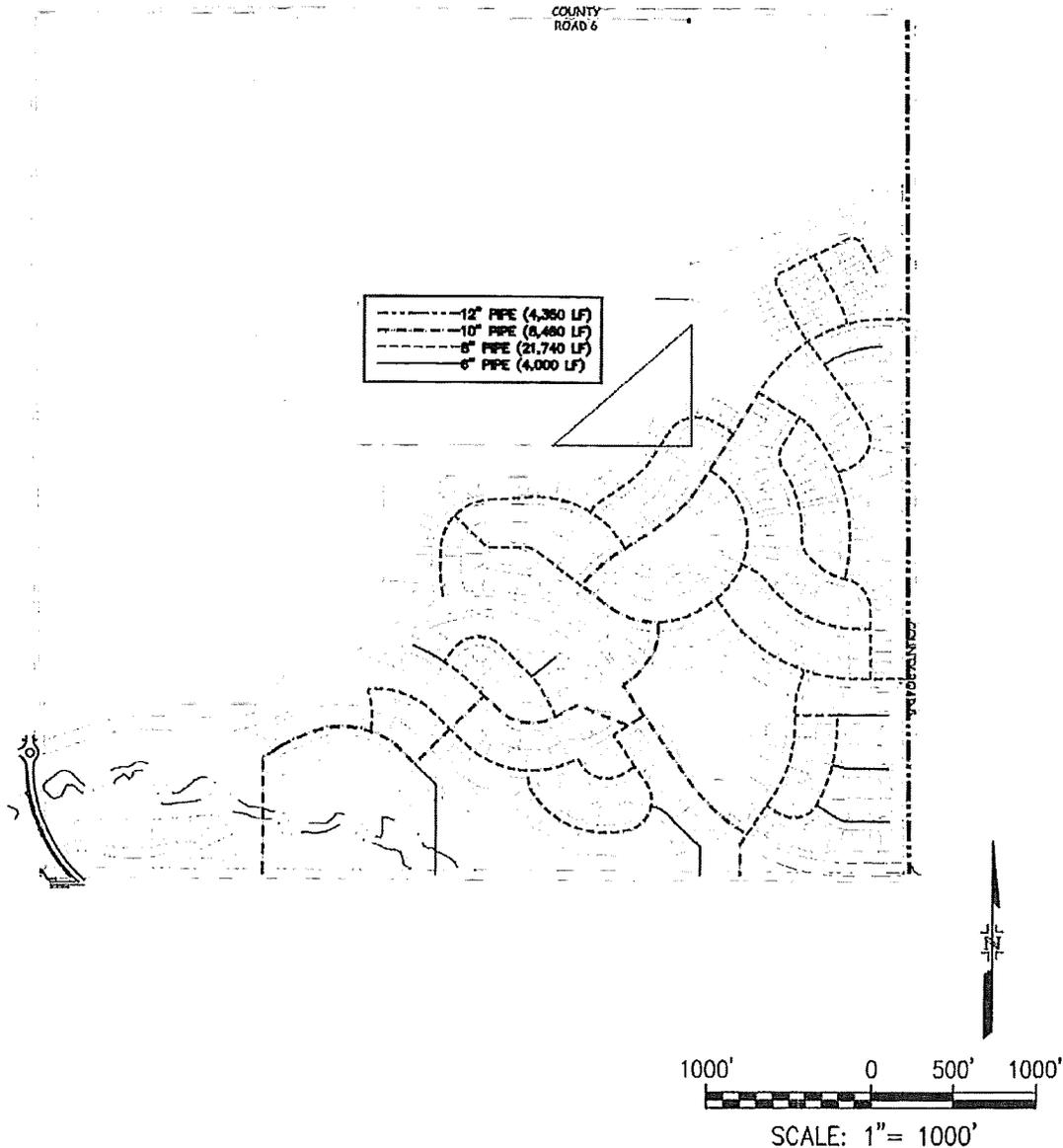
PH (303) 908-0082 ★ FAX (303) 708-8399

Project Name:

**Redtail Ranch
Metro District**

DATE: 08/19/14
DES/DFT: WEM/kem
PROJ NO.: 14-356
SHEET: 1 OF 1

Water Line



MM&D Engineering Services, Inc.

William E. Miller, P.E.

ENGINEERING*CONSTRUCTION MANAGEMENT*SURVEYING

9125 North Clydedale Road
Castle Rock Colorado 80108

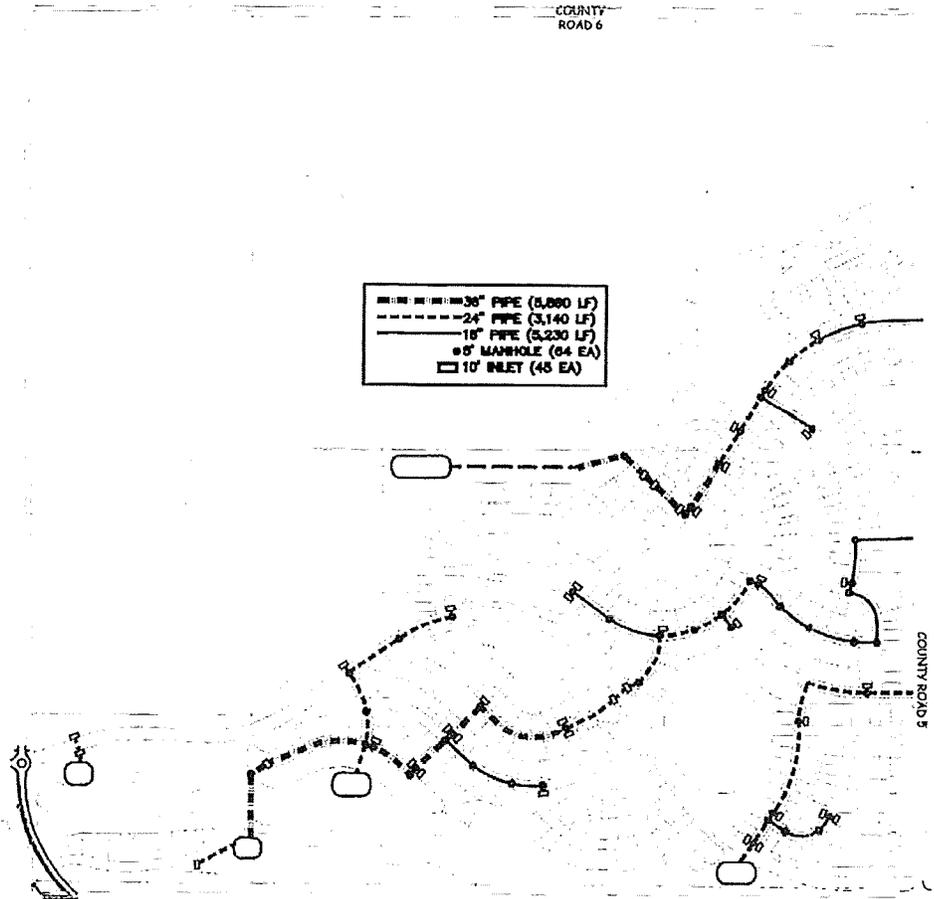
PH (303) 908-0082 ★ FAX (303) 708-8399

Project Name:

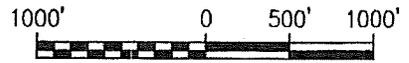
**Redtail Ranch
Metro District**

DATE: 08/19/14
DES/DFT: WEM/kem
PROJ NO.: 14-356
SHEET: 1 OF 1

Storm Sewer Line



- - - - - 36" PIPE (5,880 LF)
 - - - - - 24" PIPE (3,140 LF)
 - - - - - 18" PIPE (5,230 LF)
 ○ 6" MANHOLE (64 EA)
 □ 10" INLET (45 EA)



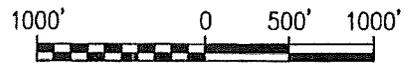
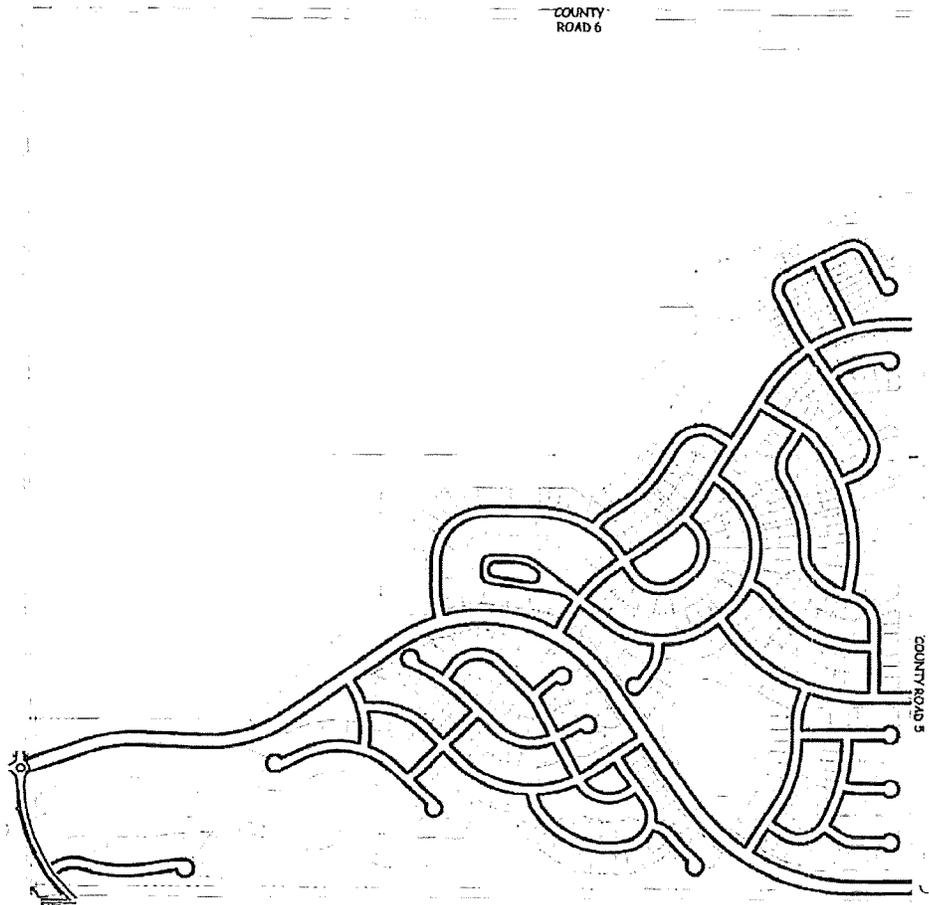
SCALE: 1" = 1000'

MM&D Engineering Services, Inc.
William E. Miller, P.E.
 ENGINEERING*CONSTRUCTION MANAGEMENT*SURVEYING
 9125 North Clydedale Road
 Castle Rock Colorado 80108
 PH (303) 908-0062 ★ FAX (303) 708-8399

Project Name:
**Redtail Ranch
 Metro District**

DATE: 08/19/14
 DES/DFT: WEM/kem
 PROJ NO.: 14-356
 SHEET: 1 OF 1

Road



SCALE: 1" = 1000'

MM&D Engineering Services, Inc.

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Project Name:

**Redtail Ranch
Metro District**

DATE: 08/19/14
DES/DFT: WEM/kern
PROJ NO.: 14-356
SHEET: 1 OF 1

EXHIBIT E

Matrix of Ownership and Maintenance

Matrix of Ownership and Maintenance of Public Improvements

<u>Improvement</u>	<u>Ownership</u>	<u>Maintenance</u>
Water System	Town of Erie	Town of Erie
Sewer System	Town of Erie	Town of Erie
Streets/Curb/Gutter	Town of Erie	Town of Erie
Storm Sewer	Town of Erie	Town of Erie
Spine Trails	Town of Erie	Town of Erie
Other Trails	District/Other Entity	District/Other Entity
Town Dedicated Open Space	Town of Erie/District/Other Entity	Town of Erie/District/Other Entity
Other Open Space	District/Other Entity	District/Other Entity
Pocket Parks	District/Other Entity	District/Other Entity

EXHIBIT F

Financing Plan, including sources and uses and bond solutions

REDTAIL RANCH METROPOLITAN DISTRICT
 Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Op'n's Mill Levy	Total Collections \$ MM	S.O. Taxes Collected \$ %	Total Available For O&M
2015	7,136,000	10.000	69,552	4,197	74,150
2016	10,692,750	10.000	104,789	6,287	111,076
2017	14,248,050	10.000	139,631	8,378	148,009
2018	17,690,736	10.000	173,369	10,402	183,771
2020	21,651,875	10.000	211,306	12,678	223,985
2021	25,350,160	10.000	246,432	14,905	261,337
2022	28,060,995	10.000	274,998	16,500	291,498
2023	27,659,995	10.000	270,421	16,225	286,646
2024	27,952,595	10.000	270,309	16,219	286,528
2025	27,144,595	10.000	266,017	15,961	281,978
2026	27,187,927	10.000	266,442	15,987	282,428
2027	26,817,927	10.000	262,816	15,769	278,585
2028	26,923,166	10.000	263,847	15,831	279,678
2029	26,596,166	10.000	260,642	15,639	276,281
2030	26,758,489	10.000	262,233	15,734	277,967
2031	26,474,469	10.000	258,460	15,567	274,027
2032	26,695,079	10.000	261,514	15,691	277,205
2033	26,442,079	10.000	259,132	15,548	274,680
2034	26,714,120	10.000	261,798	15,708	277,506
2035	26,622,120	10.000	259,917	15,595	275,512
2036	26,639,803	10.000	263,030	15,782	278,812
2037	26,660,803	10.000	261,472	15,688	277,160
2038	27,038,319	10.000	264,976	15,899	280,874
2039	26,906,319	10.000	263,682	15,821	279,503
2040	27,297,865	10.000	267,519	16,051	283,570
2041	27,189,865	10.000	266,461	15,988	282,448
2042	27,612,643	10.000	270,604	16,236	286,840
2043	27,524,643	10.000	269,712	16,183	285,895
2044	27,971,865	10.000	274,124	16,447	290,572
2045	27,897,865	10.000	273,399	16,404	289,803
2046	28,372,713	10.000	278,063	16,683	294,736
2047	28,310,713	10.000	277,445	16,647	294,092
2048	28,808,427	10.000	282,323	16,839	299,162
2049	28,757,427	10.000	281,823	16,909	298,732
2050	29,275,215	10.000	286,897	17,214	304,111
2051	29,233,215	10.000	286,466	17,189	303,675
			9,015,020	540,901	9,555,921

RETAIL RANCH METROPOLITAN DISTRICT

Development Projection (updated 8/5/14)

YEAR	Residential Development				Residential Summary			Annual Market Value +/- of Platted & Developed Lots	
	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 572	Price Inflated @ 2%	Market Value	Total Residential Market Value	Total Res'l Units		Total SFD Facility Fees @ \$5,000/unit
2015	115	5,175,000			0	\$0	0	0	5,175,000
2016	115	0	115	\$450,000	51,750,000	51,750,000	115	575,000	0
2017	115	0	115	459,000	52,785,000	52,785,000	115	575,000	0
2018	115	0	115	468,180	53,840,700	53,840,700	115	575,000	0
2019	112	(135,000)	115	477,544	54,917,514	54,917,514	115	575,000	(135,000)
2020	0	(5,040,000)	112	487,094	54,554,581	54,554,581	112	560,000	(5,040,000)
2021	0	0	0	496,836	0	0	0	0	0
2022	0	0	0	506,773	0	0	0	0	0
2023	0	0	0	516,909	0	0	0	0	0
2024	0	0	0	527,247	0	0	0	0	0
2025	0	0	0	537,792	0	0	0	0	0
2026	0	0	0	548,547	0	0	0	0	0
2027	0	0	0	559,518	0	0	0	0	0
2028	0	0	0	570,709	0	0	0	0	0
2029	0	0	0	582,123	0	0	0	0	0
2030	0	0	0	593,765	0	0	0	0	0
2031	0	0	0	605,641	0	0	0	0	0
2032	0	0	0	617,754	0	0	0	0	0
	572	(0)	572		267,847,795	267,847,795	572	2,860,000	(0)

As

SOURCES AND USES OF FUNDS

**REDTAIL RANCH METROPOLITAN DISTRICT
 GENERAL OBLIGATION BONDS, SERIES 2018
 Non-Rated, 120x, 30-yr. Maturity
 (Sized on Growth thru. 2018)
 [Preliminary -- for discussion only]**

Dated Date 12/01/2018
 Delivery Date 12/01/2018

Sources:

Bond Proceeds:	
Par Amount	10,630,000.00
	<hr/>
	10,630,000.00
	<hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Fund Deposit	9,019,126.73
Other Fund Deposits:	
Capitalized Interest Fund	317,873.27
Debt Service Reserve Fund	<u>867,800.00</u>
	1,185,673.27
Delivery Date Expenses:	
Cost of Issuance	425,200.00
	<hr/>
	10,630,000.00
	<hr/> <hr/>

BOND SUMMARY STATISTICS

**REDTAIL RANCH METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2018
Non-Rated, 120x, 30-yr. Maturity
(Sized on Growth thru. 2018)
[Preliminary -- for discussion only]**

Dated Date	12/01/2018
Delivery Date	12/01/2018
First Coupon	06/01/2019
Last Maturity	12/01/2048
Arbitrage Yield	6.000000%
True Interest Cost (TIC)	6.000000%
Net Interest Cost (NIC)	6.000000%
All-In TIC	6.382987%
Average Coupon	6.000000%
Average Life (years)	19.960
Duration of Issue (years)	11.115
Par Amount	10,630,000.00
Bond Proceeds	10,630,000.00
Total Interest	12,730,800.00
Net Interest	12,730,800.00
Bond Years from Dated Date	212,180,000.00
Bond Years from Delivery Date	212,180,000.00
Total Debt Service	23,360,800.00
Maximum Annual Debt Service	1,621,800.00
Average Annual Debt Service	778,693.33
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	Average Maturity Date	PV of 1 bp change
Term Bond due 2048	10,630,000.00	100.000	6.000%	19.960	11/16/2038	14,775.70
	10,630,000.00			19.960		14,775.70

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,630,000.00	10,630,000.00	10,630,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-425,200.00	
- Other Amounts			
Target Value	10,630,000.00	10,204,800.00	10,630,000.00
Target Date	12/01/2018	12/01/2018	12/01/2018
Yield	6.000000%	6.382987%	6.000000%

BOND DEBT SERVICE

**REDTAIL RANCH METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2018**

Non-Rated, 120x, 30-yr. Maturity

(Sized on Growth thru. 2018)

[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2019			318,900	318,900	
12/01/2019			318,900	318,900	637,800
06/01/2020			318,900	318,900	
12/01/2020	230,000	6.000%	318,900	548,900	867,800
06/01/2021			312,000	312,000	
12/01/2021	220,000	6.000%	312,000	532,000	844,000
06/01/2022			305,400	305,400	
12/01/2022	220,000	6.000%	305,400	525,400	830,800
06/01/2023			298,800	298,800	
12/01/2023	215,000	6.000%	298,800	513,800	812,600
06/01/2024			292,350	292,350	
12/01/2024	220,000	6.000%	292,350	512,350	804,700
06/01/2025			285,750	285,750	
12/01/2025	215,000	6.000%	285,750	500,750	786,500
06/01/2026			279,300	279,300	
12/01/2026	220,000	6.000%	279,300	499,300	778,600
06/01/2027			272,700	272,700	
12/01/2027	220,000	6.000%	272,700	492,700	765,400
06/01/2028			266,100	266,100	
12/01/2028	230,000	6.000%	266,100	496,100	762,200
06/01/2029			259,200	259,200	
12/01/2029	225,000	6.000%	259,200	484,200	743,400
06/01/2030			252,450	252,450	
12/01/2030	240,000	6.000%	252,450	492,450	744,900
06/01/2031			245,250	245,250	
12/01/2031	240,000	6.000%	245,250	485,250	730,500
06/01/2032			238,050	238,050	
12/01/2032	255,000	6.000%	238,050	493,050	731,100
06/01/2033			230,400	230,400	
12/01/2033	260,000	6.000%	230,400	490,400	720,800
06/01/2034			222,600	222,600	
12/01/2034	280,000	6.000%	222,600	502,600	725,200
06/01/2035			214,200	214,200	
12/01/2035	290,000	6.000%	214,200	504,200	718,400
06/01/2036			205,500	205,500	
12/01/2036	310,000	6.000%	205,500	515,500	721,000
06/01/2037			196,200	196,200	
12/01/2037	325,000	6.000%	196,200	521,200	717,400
06/01/2038			188,450	188,450	
12/01/2038	350,000	6.000%	188,450	536,450	722,900
06/01/2039			175,950	175,950	
12/01/2039	365,000	6.000%	175,950	540,950	716,900
06/01/2040			165,000	165,000	
12/01/2040	395,000	6.000%	165,000	560,000	725,000
06/01/2041			153,150	153,150	
12/01/2041	415,000	6.000%	153,150	568,150	721,300
06/01/2042			140,700	140,700	
12/01/2042	450,000	6.000%	140,700	590,700	731,400
06/01/2043			127,200	127,200	
12/01/2043	470,000	6.000%	127,200	597,200	724,400
06/01/2044			113,100	113,100	
12/01/2044	510,000	6.000%	113,100	623,100	736,200
06/01/2045			97,800	97,800	
12/01/2045	535,000	6.000%	97,800	632,800	730,600
06/01/2046			81,750	81,750	
12/01/2046	580,000	6.000%	81,750	661,750	743,500
06/01/2047			64,350	64,350	
12/01/2047	615,000	6.000%	64,350	679,350	743,700
06/01/2048			45,900	45,900	
12/01/2048	1,530,000	6.000%	45,900	1,575,900	1,621,800
	10,630,000		12,730,800	23,360,800	23,360,800

NET DEBT SERVICE

**REDTAIL RANCH METROPOLITAN DISTRICT
 GENERAL OBLIGATION BONDS, SERIES 2018
 Non-Rated, 120x, 30-yr. Maturity
 (Sized on Growth thru. 2018)
 [Preliminary -- for discussion only]**

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2019		637,800	637,800	-867.80	-318,900	318,032.20
12/01/2020	230,000	637,800	867,800	-1,735.60		866,064.40
12/01/2021	220,000	624,000	844,000	-1,735.60		842,264.40
12/01/2022	220,000	610,800	830,800	-1,735.60		829,064.40
12/01/2023	215,000	597,600	812,600	-1,735.60		810,864.40
12/01/2024	220,000	584,700	804,700	-1,735.60		802,964.40
12/01/2025	215,000	571,500	786,500	-1,735.60		784,764.40
12/01/2026	220,000	558,600	778,600	-1,735.60		776,864.40
12/01/2027	220,000	545,400	765,400	-1,735.60		763,664.40
12/01/2028	230,000	532,200	762,200	-1,735.60		760,464.40
12/01/2029	225,000	518,400	743,400	-1,735.60		741,664.40
12/01/2030	240,000	504,900	744,900	-1,735.60		743,164.40
12/01/2031	240,000	490,500	730,500	-1,735.60		728,764.40
12/01/2032	255,000	476,100	731,100	-1,735.60		729,364.40
12/01/2033	260,000	460,800	720,800	-1,735.60		719,064.40
12/01/2034	280,000	445,200	725,200	-1,735.60		723,464.40
12/01/2035	290,000	428,400	718,400	-1,735.60		716,664.40
12/01/2036	310,000	411,000	721,000	-1,735.60		719,264.40
12/01/2037	325,000	392,400	717,400	-1,735.60		715,664.40
12/01/2038	350,000	372,900	722,900	-1,735.60		721,164.40
12/01/2039	365,000	351,900	716,900	-1,735.60		715,164.40
12/01/2040	395,000	330,000	725,000	-1,735.60		723,264.40
12/01/2041	415,000	306,300	721,300	-1,735.60		719,564.40
12/01/2042	450,000	281,400	731,400	-1,735.60		729,664.40
12/01/2043	470,000	254,400	724,400	-1,735.60		722,664.40
12/01/2044	510,000	226,200	736,200	-1,735.60		734,464.40
12/01/2045	535,000	195,600	730,600	-1,735.60		728,864.40
12/01/2046	580,000	163,500	743,500	-1,735.60		741,764.40
12/01/2047	615,000	128,700	743,700	-1,735.60		741,964.40
12/01/2048	1,530,000	91,800	1,621,800	-869,535.60		752,264.40
	10,630,000	12,730,800	23,360,800	-919,000.20	-318,900	22,122,899.80

BOND SOLUTION

**REDTAIL RANCH METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2018**

Non-Rated, 120x, 30-yr. Maturity

(Sized on Growth thru. 2018)

[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
12/01/2019		637,800	-319,768	318,032	918,857	600,825	288.91943%
12/01/2020	230,000	867,800	-1,736	866,064	1,041,975	175,910	120.31148%
12/01/2021	220,000	844,000	-1,736	842,264	1,013,720	171,455	120.35645%
12/01/2022	220,000	830,800	-1,736	829,064	1,000,343	171,279	120.65926%
12/01/2023	215,000	812,600	-1,736	810,864	976,087	165,223	120.37611%
12/01/2024	220,000	804,700	-1,736	802,964	966,352	163,388	120.34805%
12/01/2025	215,000	786,500	-1,736	784,764	943,602	158,838	120.24020%
12/01/2026	220,000	778,600	-1,736	776,864	936,527	159,663	120.55221%
12/01/2027	220,000	765,400	-1,736	763,664	917,309	153,645	120.11944%
12/01/2028	230,000	762,200	-1,736	760,464	913,263	152,799	120.09283%
12/01/2029	225,000	743,400	-1,736	741,664	896,279	154,614	120.84695%
12/01/2030	240,000	744,900	-1,736	743,164	895,007	151,843	120.43195%
12/01/2031	240,000	730,500	-1,736	728,764	880,256	151,492	120.78751%
12/01/2032	255,000	731,100	-1,736	729,364	881,298	151,933	120.83094%
12/01/2033	260,000	720,800	-1,736	719,064	868,676	149,612	120.80649%
12/01/2034	280,000	725,200	-1,736	723,464	872,712	149,247	120.62954%
12/01/2035	290,000	718,400	-1,736	716,664	862,739	146,075	120.38261%
12/01/2036	310,000	721,000	-1,736	719,264	868,943	149,679	120.81000%
12/01/2037	325,000	717,400	-1,736	715,664	860,685	145,020	120.26375%
12/01/2038	350,000	722,900	-1,736	721,164	868,752	147,588	120.46517%
12/01/2039	365,000	716,900	-1,736	715,164	861,896	146,731	120.51717%
12/01/2040	395,000	725,000	-1,736	723,264	871,520	148,256	120.49818%
12/01/2041	415,000	721,300	-1,736	719,564	865,911	146,346	120.33821%
12/01/2042	450,000	731,400	-1,736	729,664	876,943	147,279	120.18448%
12/01/2043	470,000	724,400	-1,736	722,664	872,217	149,552	120.69458%
12/01/2044	510,000	736,200	-1,736	734,464	884,456	149,991	120.42186%
12/01/2045	535,000	730,600	-1,736	728,864	880,612	151,748	120.81975%
12/01/2046	580,000	743,500	-1,736	741,764	893,908	152,144	120.51106%
12/01/2047	615,000	743,700	-1,736	741,964	890,688	148,723	120.04456%
12/01/2048	1,530,000	1,621,800	-869,536	752,264	904,944	152,679	120.29597%
	10,630,000	23,360,800	-1,237,900	22,122,900	27,186,478	5,063,578	

SOURCES AND USES OF FUNDS

**REDTAIL RANCH METROPOLITAN DISTRICT
 GENERAL OBLIGATION BONDS, SERIES 2021
 Non-Rated, 120x, 30-yr. Maturity
 (Sized on All Growth)
 [Preliminary -- for discussion only]**

Dated Date 12/01/2021
 Delivery Date 12/01/2021

Sources:

Bond Proceeds:	
Par Amount	6,350,000.00
	6,350,000.00

Uses:

Project Fund Deposits:	
Project Fund Deposit	5,461,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	635,000.00
Delivery Date Expenses:	
Cost of Issuance	254,000.00
	6,350,000.00

BOND SUMMARY STATISTICS

**REDTAIL RANCH METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2021**

**Non-Rated, 120x, 30-yr. Maturity
(Sized on All Growth)**

[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	6.000000%
True Interest Cost (TIC)	6.000000%
Net Interest Cost (NIC)	6.000000%
All-in TIC	6.323756%
Average Coupon	6.000000%
Average Life (years)	25.661
Duration of Issue (years)	13.131
Par Amount	6,350,000.00
Bond Proceeds	6,350,000.00
Total Interest	9,776,700.00
Net Interest	9,776,700.00
Bond Years from Dated Date	162,945,000.00
Bond Years from Delivery Date	162,945,000.00
Total Debt Service	16,126,700.00
Maximum Annual Debt Service	1,897,400.00
Average Annual Debt Service	537,556.67
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	Average Maturity Date	PV of 1 bp change
Term Bond due 2051	6,350,000.00	100.000	6.000%	25.661	07/30/2047	8,826.50
	6,350,000.00			25.661		8,826.50

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,350,000.00	6,350,000.00	6,350,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-254,000.00	
- Other Amounts			
Target Value	6,350,000.00	6,096,000.00	6,350,000.00
Target Date	12/01/2021	12/01/2021	12/01/2021
Yield	6.000000%	6.323756%	6.000000%

BOND DEBT SERVICE
REDTAIL RANCH METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2021
Non-Rated, 120x, 30-yr. Maturity
(Sized on All Growth)
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2022			190,500	190,500	
12/01/2022			190,500	190,500	381,000
06/01/2023			190,500	190,500	
12/01/2023			190,500	190,500	381,000
06/01/2024			190,500	190,500	
12/01/2024	10,000	6.000%	190,500	200,500	391,000
06/01/2025			190,200	190,200	
12/01/2025	10,000	6.000%	190,200	200,200	390,400
06/01/2026			189,900	189,900	
12/01/2026	20,000	6.000%	189,900	209,900	399,800
06/01/2027			189,300	189,300	
12/01/2027	15,000	6.000%	189,300	204,300	393,600
06/01/2028			188,850	188,850	
12/01/2028	25,000	6.000%	188,850	213,850	402,700
06/01/2029			188,100	188,100	
12/01/2029	30,000	6.000%	188,100	218,100	406,200
06/01/2030			187,200	187,200	
12/01/2030	40,000	6.000%	187,200	227,200	414,400
06/01/2031			186,000	186,000	
12/01/2031	45,000	6.000%	186,000	231,000	417,000
06/01/2032			184,650	184,650	
12/01/2032	55,000	6.000%	184,650	239,650	424,300
06/01/2033			183,000	183,000	
12/01/2033	60,000	6.000%	183,000	243,000	426,000
06/01/2034			181,200	181,200	
12/01/2034	70,000	6.000%	181,200	251,200	432,400
06/01/2035			179,100	179,100	
12/01/2035	70,000	6.000%	179,100	249,100	428,200
06/01/2036			177,000	177,000	
12/01/2036	85,000	6.000%	177,000	262,000	439,000
06/01/2037			174,450	174,450	
12/01/2037	90,000	6.000%	174,450	264,450	438,900
06/01/2038			171,750	171,750	
12/01/2038	105,000	6.000%	171,750	276,750	448,500
06/01/2039			168,600	168,600	
12/01/2039	110,000	6.000%	168,600	278,600	447,200
06/01/2040			165,300	165,300	
12/01/2040	125,000	6.000%	165,300	290,300	455,600
06/01/2041			161,550	161,550	
12/01/2041	135,000	6.000%	161,550	296,550	458,100
06/01/2042			157,500	157,500	
12/01/2042	150,000	6.000%	157,500	307,500	465,000
06/01/2043			153,000	153,000	
12/01/2043	160,000	6.000%	153,000	313,000	466,000
06/01/2044			148,200	148,200	
12/01/2044	180,000	6.000%	148,200	328,200	476,400
06/01/2045			142,800	142,800	
12/01/2045	190,000	6.000%	142,800	332,800	475,600
06/01/2046			137,100	137,100	
12/01/2046	210,000	6.000%	137,100	347,100	484,200
06/01/2047			130,800	130,800	
12/01/2047	220,000	6.000%	130,800	350,800	481,600
06/01/2048			124,200	124,200	
12/01/2048	245,000	6.000%	124,200	369,200	493,400
06/01/2049			116,850	116,850	
12/01/2049	1,010,000	6.000%	116,850	1,126,850	1,243,700
06/01/2050			86,550	86,550	
12/01/2050	1,095,000	6.000%	86,550	1,181,550	1,268,100
06/01/2051			53,700	53,700	
12/01/2051	1,790,000	6.000%	53,700	1,843,700	1,897,400
	6,350,000		9,776,700	16,126,700	16,126,700

NET DEBT SERVICE

**REDTAIL RANCH METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2021**

Non-Rated, 120x, 30-yr. Maturity

(Sized on All Growth)

[Preliminary -- for discussion only]

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2022		381,000	381,000	-1,270	379,730
12/01/2023		381,000	381,000	-1,270	379,730
12/01/2024	10,000	381,000	391,000	-1,270	389,730
12/01/2025	10,000	380,400	390,400	-1,270	389,130
12/01/2026	20,000	379,800	399,800	-1,270	398,530
12/01/2027	15,000	378,600	393,600	-1,270	392,330
12/01/2028	25,000	377,700	402,700	-1,270	401,430
12/01/2029	30,000	376,200	406,200	-1,270	404,930
12/01/2030	40,000	374,400	414,400	-1,270	413,130
12/01/2031	45,000	372,000	417,000	-1,270	415,730
12/01/2032	55,000	369,300	424,300	-1,270	423,030
12/01/2033	60,000	366,000	426,000	-1,270	424,730
12/01/2034	70,000	362,400	432,400	-1,270	431,130
12/01/2035	70,000	358,200	428,200	-1,270	426,930
12/01/2036	85,000	354,000	439,000	-1,270	437,730
12/01/2037	90,000	348,900	438,900	-1,270	437,630
12/01/2038	105,000	343,500	448,500	-1,270	447,230
12/01/2039	110,000	337,200	447,200	-1,270	445,930
12/01/2040	125,000	330,600	455,600	-1,270	454,330
12/01/2041	135,000	323,100	458,100	-1,270	456,830
12/01/2042	150,000	315,000	465,000	-1,270	463,730
12/01/2043	160,000	306,000	466,000	-1,270	464,730
12/01/2044	180,000	296,400	476,400	-1,270	475,130
12/01/2045	190,000	285,600	475,600	-1,270	474,330
12/01/2046	210,000	274,200	484,200	-1,270	482,930
12/01/2047	220,000	261,600	481,600	-1,270	480,330
12/01/2048	245,000	248,400	493,400	-1,270	492,130
12/01/2049	1,010,000	233,700	1,243,700	-1,270	1,242,430
12/01/2050	1,095,000	173,100	1,268,100	-1,270	1,266,830
12/01/2051	1,790,000	107,400	1,897,400	-636,270	1,261,130
	6,350,000	9,776,700	16,126,700	-673,100	15,453,600



BOND SOLUTION
REDTAIL RANCH METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2021
Non-Rated, 120x, 30-yr. Maturity
(Sized on All Growth)
[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
12/01/2022		381,000	-1,270	829,064	1,208,794	1,457,488	248,694	120.57370%
12/01/2023		381,000	-1,270	810,864	1,190,594	1,433,232	242,638	120.37954%
12/01/2024	10,000	391,000	-1,270	802,964	1,192,694	1,432,640	239,946	120.11794%
12/01/2025	10,000	390,400	-1,270	784,764	1,173,894	1,409,890	235,996	120.10367%
12/01/2026	20,000	399,800	-1,270	776,864	1,175,394	1,412,141	236,747	120.14188%
12/01/2027	15,000	393,600	-1,270	763,664	1,155,994	1,392,923	236,929	120.49567%
12/01/2028	25,000	402,700	-1,270	760,464	1,161,894	1,398,389	236,495	120.35424%
12/01/2029	30,000	406,200	-1,270	741,664	1,146,594	1,381,405	234,810	120.47895%
12/01/2030	40,000	414,400	-1,270	743,164	1,156,294	1,389,836	233,542	120.19741%
12/01/2031	45,000	417,000	-1,270	728,764	1,144,494	1,375,085	230,591	120.14781%
12/01/2032	55,000	424,300	-1,270	729,364	1,152,394	1,386,023	233,629	120.27332%
12/01/2033	60,000	426,000	-1,270	719,064	1,143,794	1,373,402	229,607	120.07416%
12/01/2034	70,000	432,400	-1,270	723,464	1,154,594	1,387,531	232,937	120.17479%
12/01/2035	70,000	428,200	-1,270	716,664	1,143,594	1,377,559	233,965	120.45870%
12/01/2036	85,000	439,000	-1,270	719,264	1,156,994	1,394,059	237,065	120.48972%
12/01/2037	90,000	438,900	-1,270	715,664	1,153,294	1,385,801	232,507	120.16020%
12/01/2038	105,000	448,500	-1,270	721,164	1,168,394	1,404,370	235,976	120.19659%
12/01/2039	110,000	447,200	-1,270	715,164	1,161,094	1,397,514	236,420	120.36181%
12/01/2040	125,000	455,600	-1,270	723,264	1,177,594	1,417,851	240,257	120.40233%
12/01/2041	135,000	458,100	-1,270	719,564	1,176,394	1,412,242	235,847	120.04831%
12/01/2042	150,000	465,000	-1,270	729,664	1,193,394	1,434,201	240,806	120.17826%
12/01/2043	160,000	466,000	-1,270	722,664	1,187,394	1,429,474	242,080	120.38747%
12/01/2044	180,000	476,400	-1,270	734,464	1,209,594	1,452,858	243,264	120.11119%
12/01/2045	190,000	475,600	-1,270	728,864	1,203,194	1,449,015	245,820	120.43063%
12/01/2046	210,000	484,200	-1,270	741,764	1,224,694	1,473,679	248,984	120.33032%
12/01/2047	220,000	481,600	-1,270	741,964	1,222,294	1,470,458	248,164	120.30313%
12/01/2048	245,000	493,400	-1,270	752,264	1,244,394	1,496,310	251,915	120.24401%
12/01/2049	1,010,000	1,243,700	-1,270		1,242,430	1,493,661	251,231	120.22092%
12/01/2050	1,095,000	1,268,100	-1,270		1,266,830	1,520,555	253,725	120.02831%
12/01/2051	1,790,000	1,897,400	-636,270		1,261,130	1,518,373	257,243	120.39783%
	6,350,000	16,126,700	-673,100	20,096,539	35,550,139	42,757,965	7,207,826	

EXHIBIT G
District Election Questions

Shall Redtail Ranch Metropolitan District, Town of Erie, Colorado, be organized as a special district pursuant to Article 1 of Title 32, C.R.S., and pursuant to its service plan? YES
NO

Vote for not more than two (2) Directors, to serve until the next regular special district election (May 2016)

Alan D. Linton

Susan M. Pratt

Vote for not more than three (3) Directors, to serve until the second regular special district election (May 2018)

Richard Dean

Reagan Dean

Keith M. Pockross

Redtail Ranch Metropolitan District Ballot Issue 5A:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT TAXES BE INCREASED \$500,000 ANNUALLY (SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY EXISTS OR AS AMENDED) OR SUCH LESSER AMOUNT AS NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION AND OPERATIONS AND MAINTENANCE EXPENSES, 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 PAY SUCH EXPENSES AND SHALL THE REVENUE FROM SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2014 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 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 YES
NO

THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

Redtail Ranch Metropolitan District Ballot Issue 5B:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT TAXES BE INCREASED **YES**
\$500,000 ANNUALLY (SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY EXISTS OR AS AMENDED) OR SUCH LESSER AMOUNT AS **NO**
NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION AND **OPERATIONS AND MAINTENANCE 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 REVENUE FROM SUCH FEES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2014 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 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?

Redtail Ranch Metropolitan District Ballot Issue 5C:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT TAXES BE INCREASED **YES**
\$500,000 ANNUALLY (SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY EXISTS OR AS AMENDED) OR SUCH LESSER AMOUNT AS **NO**
NECESSARY FOR THE PAYMENT OF AMOUNTS DUE UNDER 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 PURPOSE OF PAYING THE DISTRICT'S OBLIGATIONS UNDER ANY ONE OR MORE OF SUCH INTERGOVERNMENTAL AGREEMENTS OR OTHER CONTRACTS, AND SHALL THE REVENUE FROM SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED,

RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2014 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?

Redtail Ranch Metropolitan District Ballot Issue 5D:

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

YES

NO

Redtail Ranch Metropolitan District Ballot Issue 5E:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT DEBT BE INCREASED \$13,000,000 WITH A REPAYMENT COST OF \$106,600,000, AND SHALL REDTAIL RANCH METROPOLITAN DISTRICT TAXES BE INCREASED \$106,000,000 ANNUALLY (SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY EXISTS OR AS AMENDED) OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF ISSUED AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO BE IN ANY FORM DETERMINED BY THE DISTRICT AND ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING,

YES

NO

FINANCING OR REFINANCING 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; ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT; 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, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; 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?

Redtail Ranch Metropolitan District Ballot Issue 5F:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT DEBT BE INCREASED **YES**
\$3,500,000 WITH A REPAYMENT COST OF \$28,700,000, AND SHALL REDTAIL
RANCH METROPOLITAN DISTRICT TAXES BE INCREASED \$28,700,000 **NO**
ANNUALLY (SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT
NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X,
SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY
EXISTS OR AS AMENDED) OR SUCH LESSER AMOUNT AS MAY BE
NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS
THEREOF ISSUED AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR
HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT
TO BE IN ANY FORM DETERMINED BY THE DISTRICT AND ISSUED OR
INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, FINANCING OR
REFINANCING 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, ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT; 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,
AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET
FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR
THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND
INTEREST ON SUCH DEBT; 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?

Redtail Ranch Metropolitan District Ballot Issue 5G:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT DEBT BE INCREASED **YES**
\$3,700,000 WITH A REPAYMENT COST OF \$30,340,000, AND SHALL REDTAIL RANCH METROPOLITAN DISTRICT TAXES BE INCREASED \$30,340,000 ANNUALLY (SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT **NO**
NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY EXISTS OR AS AMENDED) OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF ISSUED AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO BE IN ANY FORM DETERMINED BY THE DISTRICT AND ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, FINANCING OR REFINANCING 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, ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT; 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, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; 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?

Redtail Ranch Metropolitan District Ballot Issue 5H:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT DEBT BE INCREASED **YES**
\$5,500,000 WITH A REPAYMENT COST OF \$45,100,000, AND SHALL REDTAIL RANCH METROPOLITAN DISTRICT TAXES BE INCREASED \$45,100,000 ANNUALLY (SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT **NO**
NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY EXISTS OR AS AMENDED) OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF ISSUED AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO BE IN ANY FORM DETERMINED BY THE DISTRICT AND ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, FINANCING OR REFINANCING 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, ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT; 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, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; 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?

Redtail Ranch Metropolitan District Ballot Issue 5I:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT DEBT BE INCREASED \$1,000,000 WITH A REPAYMENT COST OF \$8,200,000, AND SHALL REDTAIL RANCH METROPOLITAN DISTRICT TAXES BE INCREASED \$8,200,000 ANNUALLY (SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY

YES

NO

EXISTS OR AS AMENDED) OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF ISSUED AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO BE IN ANY FORM DETERMINED BY THE DISTRICT AND ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, FINANCING OR REFINANCING 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, ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT; 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, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; 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?

Redtail Ranch Metropolitan District Ballot Issue 5J:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT DEBT BE INCREASED **YES**
\$50,000 WITH A REPAYMENT COST OF \$410,000, AND SHALL REDTAIL
RANCH METROPOLITAN DISTRICT TAXES BE INCREASED \$410,000 **NO**
ANNUALLY SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT
NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X,
SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY
EXISTS OR AS AMENDED OR SUCH LESSER AMOUNT AS MAY BE
NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS
THEREOF ISSUED AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR
HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT
TO BE IN ANY FORM DETERMINED BY THE DISTRICT AND ISSUED OR
INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, FINANCING OR
REFINANCING 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, ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT; 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,
AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET
FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR
THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND
INTEREST ON SUCH DEBT; 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?

Redtail Ranch Metropolitan District Ballot Issue 5K:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT DEBT BE INCREASED YES
\$100,000 WITH A REPAYMENT COST OF \$820,000, AND SHALL REDTAIL RANCH METROPOLITAN DISTRICT TAXES BE INCREASED \$820,000 ANNUALLY SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT NO
NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY EXISTS OR AS AMENDED OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF ISSUED AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO BE IN ANY FORM DETERMINED BY THE DISTRICT AND ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, FINANCING OR REFINANCING 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, ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT; 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, AND IN AMOUNTS SUFFICIENT TO

PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; 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?

Redtail Ranch Metropolitan District Ballot Issue 5L:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT DEBT BE INCREASED YES
\$100,000 WITH A REPAYMENT COST OF \$820,000, AND SHALL REDTAIL RANCH METROPOLITAN DISTRICT TAXES BE INCREASED \$820,000 ANNUALLY SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT NO
NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY EXISTS OR AS AMENDED OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF ISSUED AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO BE IN ANY FORM DETERMINED BY THE DISTRICT AND ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, FINANCING OR REFINANCING 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, ALL OF

THE ABOVE AS DETERMINED BY THE DISTRICT; 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, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; 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?

Redtail Ranch Metropolitan District Ballot Issue 5M:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT DEBT BE INCREASED **YES**
\$500,000 WITH A REPAYMENT COST OF \$4,100,000, AND SHALL REDTAIL RANCH METROPOLITAN DISTRICT TAXES BE INCREASED \$4,100,000 ANNUALLY (SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT **NO**
NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY EXISTS OR AS AMENDED) OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF ISSUED AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO BE IN ANY FORM DETERMINED BY THE DISTRICT AND ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, FINANCING OR REFINANCING 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, ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT; 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, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; 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, THE LIMITS IMPOSED ON INCREASES IN 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?

Redtail Ranch Metropolitan District Ballot Issue 5N:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT DEBT BE INCREASED \$27,450,000 WITH A REPAYMENT COST OF \$251,740,000, AND SHALL REDTAIL RANCH METROPOLITAN DISTRICT TAXES BE INCREASED \$251,740,000 ANNUALLY (SUCH TAX INCREASE TO BE COLLECTED IN SUCH AMOUNT NOTWITHSTANDING ANY PROPERTY TAX CUT SPECIFIED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AS IT CURRENTLY EXISTS OR AS AMENDED) OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF ISSUED AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT BUT NOT TO EXCEED A MAXIMUM NET EFFECTIVE INTEREST RATE OF 18% PER ANNUM, SUCH DEBT TO BE IN ANY FORM DETERMINED BY THE DISTRICT AND ISSUED OR INCURRED FOR THE PURPOSE OF **REFUNDING, REFINANCING OR DEFEASING ANY OR ALL OF THE DISTRICT'S DEBT**, 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

YES

NO

PROPERTY TAXES, ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT; 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, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF 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?

Redtail Ranch Metropolitan District Ballot Issue 50:

SHALL REDTAIL RANCH METROPOLITAN DISTRICT BE AUTHORIZED TO EXERCISE THE POWER TO ESTABLISH, MAINTAIN, AND OPERATE A SYSTEM TO TRANSPORT THE PUBLIC BY BUS, RAIL, OR ANY OTHER MEANS OF CONVEYANCE, OR ANY COMBINATION THEREOF, AND MAY THE DISTRICT CONTRACT TO UNDERTAKE SUCH ACTIVITIES? YES NO

Redtail Ranch Metropolitan District Ballot Question 5-1:

Shall members of the board of directors of Redtail Ranch 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? YES NO

EXHIBIT H

Underwriter Commitment Letter



D|A|DAVIDSON
D.A. Davidson & Co. member SIPC

August 20, 2014

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

RE: Proposed Redtail Ranch Metropolitan District

To Whom It May Concern:

We are engaged as investment banker for Redtail Ranch 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,

Sam Sharp
Managing Director

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

D.A. Davidson & Co.
Member SIPC

EXHIBIT I

Form of Disclosure

FORM OF DISCLOSURE

Special Taxing District. The property is located within the boundaries of Redtail Ranch Metropolitan District, a Title 32 special district (the "District"). The District has issued or expects to issue bonds that are paid by revenues produced from annual tax levies on the taxable property within the District and from other legally available revenues. The buyer may investigate the financing plans of the District, proposed or existing mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

EXHIBIT J

Proof of Ownership and Encumbrances

Colorado Escrow and Title Services, LLC
520 Main Street, Suite C
Longmont, CO 80501
Phone: 303-678-8500
Fax: 303-678-8509

Transmittal Information

Date: 07/29/2014
File No: 23493CET
Property Address
Buyer\Borrower **Stratus Companies, LLC a Colorado limited liability company**
Seller **WWD Limited Liability Company**

For changes and updates please contact your Escrow:
Escrow Officer: Kelley M. Abernathy
Colorado Escrow and Title Services, LLC
520 Main Street, Suite C
Longmont, CO 80501
Phone: 303-678-8500
Fax: 303-678-8509
E-Mail: kabernathy@coloescrow.com
Processor: Kelley M. Abernathy
E-Mail: kabernathy@coloescrow.com

Copies Sent to: Title Commitment and Tax Certificate

Buyer: Stratus Companies, LLC a Colorado limited liability company
Attn: Richard Dean
Email: rdean@stratuscompanies.com

Seller: WWD Limited Liability Company
Attn: Al Linton
Email: alinton@prattland.com

Attn: Susan Pratt
Email: spratt@prattland.com

Buyer's Attorney:
Greenburg Traurig, LLP
Attn: Keith M. Pockross, Esq.
Email: pockrossk@gtlaw.com

Thank you for using **Colorado Escrow and Title Services, LLC.**

Colorado Escrow and Title Services, LLC
As agent for
First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **July 17, 2014 at 8:00 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY **\$7,900,000.00**

Proposed Insured: **Stratus Companies, LLC a Colorado limited liability company**

B. ALTA 2006 LOAN POLICY

Proposed Insured:

Tax Certificate X3	\$ 75.00
Basic Owner's Policy	\$ 5,780.00
Delete Standard Exceptions from Owner's Policy	\$ TBD
Total:	\$ 5,855.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

WWD Limited Liability Company

4. The land referred to in the Commitment is situate in the county of **Weld**, State of **Colorado** and is described as follows:

SEE ATTACHED EXHIBIT "A"

Countersigned
Colorado Escrow and Title Services, LLC

By: 

Nate Abernathy

EXHIBIT "A"

A PORTION OF W1/2 NE1/4, E1/2 NE1/4 AND S 1/2 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 29; THENCE S89°53'54"W, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 29, A DISTANCE OF 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 5 (80' WIDE) AS DESCRIBED AT RECEPTION NO. 1973755 IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S00°33'04"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2628.75 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF A 60' WIDE RIGHT-OF-WAY AS DESCRIBED IN BOOK 86 AT PAGE 273 AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO, THENCE N89°52'25"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2582.89 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N89°51'56"W, A DISTANCE OF 2592.85 FEET TO A POINT ON THE EASTERLY LINE OF A 60' WIDE RIGHT-OF-WAY LINE AS DESCRIBED IN SAID BOOK 86 AT PAGE 273; THENCE N00°46'44"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1011.94 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND AS DESCRIBED AT RECEPTION NO. 2360787, RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO; THENCE TRAVELING ALONG THE SOUTH AND EASTERLY PORTION OF SAID PARCEL OF LAND, THE FOLLOWING (3) THREE COURSES:

1. S89°59'07"E, A DISTANCE OF 1264.97 FEET TO A POINT;
2. N45°48'01"E, A DISTANCE OF 1075.96 FEET TO A POINT;
3. N00°40'10"W, A DISTANCE OF 850.48 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 29;

THENCE N89°55'44"E, ALONG SAID NORTH LINE, A DISTANCE OF 549.46 FEET TO A POINT ON THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE CONTINUING ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 29, N89°55'15"E, A DISTANCE OF 479.08 FEET TO A POINT; THENCE N48°09'00"E, A DISTANCE OF 1110.81 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE N00°36'26"W, ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 370.76 FEET TO A POINT ON THE SOUTHERLY LINE OF RIGHT-OF-WAY (60' WIDE) AS DESCRIBED IN BOOK 868 AT PAGE 89 AND AT RECEPTION NO. 1687926 AS RECORDED IN WELD COUNTY COLORADO; THENCE NORTH 68°34'00"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1364.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 5; THENCE S00°32'52"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1607.21 FEET TO THE POINT OF BEGINNING.

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION I
REQUIREMENTS**

Effective Date: **July 17, 2014 at 8:00am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Copy of the current Operating Agreement for WWD, LLC, a limited liability company, setting forth the name of the manager(s), and its members, and their respective powers.**

NOTE: The above requirement must be submitted to and approved by the Company, but need not be recorded.

NOTE: This Commitment may be subject to additional Requirements and/or Exceptions upon receipt of the documents described in the requirement above.

- (f) **Statement of authority for WWD, LLC evidencing the existence of the entity and authority of person authorized to execute instruments, conveying, encumbering or otherwise affecting title to real property on behalf of the entity, and containing the other information required by crs 38-30-172, evidencing the existence of said entity on or prior to its acquisition of title to the land herein.**
- (g) **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

*ALTA Commitment - Schedule B
- Section I*

NOTE: This commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages

- (h) **Release by the Public Trustee of the County of Weld of the Deed of Trust from WWD Limited Liability Company for the use of J. Stuart Horsfall to secure \$500,000.00, dated December 10, 2012 and recorded December 11, 2012 at Reception No. 3895217.**
- (i) **ALTA/ACSM Survey must be furnished to the company. Exception will be taken to adverse matters thereby disclosed.**
- (j) **Receipt by the company of the attached agreement indemnifying it against unfiled mechanic's and materialmen's liens.**

NOTE: Due to the liability amount of the policy to be issued hereunder, this commitment in it's entirety is subject to approval by this company's underwriter.

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II
EXCEPTIONS

Effective Date: July 17, 2014 at 8:00am

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN OIL AND GAS LEASE TO ENERGY OIL INC. DATED JANUARY 9, 1981 RECORDED FEBRUARY 11, 1981 IN BOOK 927 AT RECEPTION NO. 1849459 AND RE-RECORDED FEBRUARY 24, 1981 IN BOOK 928 AT RECEPTION NO. 1850427 AND ANY AND ALL ASSIGNMENTS THEREOF. AFFIDAVIT RECORDED SEPTEMBER 9, 1982 AT RECEPTION NO. 1903295; SEPTEMBER 16, 1982 AT RECEPTION NO. 1903873; DECEMBER 13, 1982 AT RECEPTION NO. 1911302; JANUARY 19, 1984 AT RECEPTION NO. 1953577; JULY 16, 1993 AT RECEPTION NO. 2341390 AND 2341391.**
10. **RIGHT OF WAY FOR COUNTY ROADS 30 FEET WIDE 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. **TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN WARRANTY DEED FROM THE UNION PACIFIC RAILWAY CO. DATED MAY 10, 1906 AND RECORDED MAY 31, 1906 IN BOOK 233 AT PAGE 42 CONVEYING TO DAVID J. MEACHEN AND OSCAR W. MEACHEN THE FOLLOWING RESERVATION RESERVES ALL OIL, COAL AND OTHER MINERALS WITHIN OR UNDERLYING SAID LANDS.**

12. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN RIGHT OF WAY DEED FROM THE ROCKY MOUNTAIN FUEL CO. TO CHICAGO BURLINGTON AND QUINCY RAILROAD COMPANY RECORDED DECEMBER 15, 1899 IN BOOK 541 AT PAGE 524.
13. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN RIGHT OF WAY EASEMENT DATED FEBRUARY 22, 1972 AND RECORDED SEPTEMBER 6, 1972 IN BOOK 675 AT RECEPTION NO. 1596965 WHICH GRANTS TO UNION RURAL ELECTRIC ASSOCIATION INC. A 10 FOOT EASEMENT PARALLEL TO NORTH LINE OF SEC 29 FOR INSTALLATION, REPAIR AND MAINTENANCE OF ELECTRIC LINES.
14. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN RIGHT OF WAY EASEMENT TO COORS ENERGY COMPANY FOR AN EASEMENT OVER AND ACROSS THE SOUTH 50 FEET OF SEC 29 FOR A HYDROCARBON PIPELINE, EASEMENT DATED OCTOBER 29, 1981 AND RECORDED NOVEMBER 8, 1981 IN BOOK 952 AT RECEPTION NO. 1873885.
15. RIGHT OF WAY FOR PUBLIC HIGHWAY GRANTED TO WELD COUNTY BY INSTRUMENT RECORDED APRIL 11, 1929 IN BOOK 868 AT PAGE 89 OF THE REAL PROPERTY RECORDS OF WELD COUNTY COLORADO.
16. SUBJECT TO RIGHT OF WAY FOR ELECTRIC FACILITIES AND APPURTENANCES GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC. BY INSTRUMENT RECORDED OCTOBER 31, 1979 IN BOOK 886 AT RECEPTION NO. 1808001 IN THE REAL PROPERTY RECORDS OF WELD COUNTY AS SHOWN HEREON.
17. RIGHT OF WAY FOR THE CHICAGO BURLINGTON, QUINCY RAILROAD AS SHOWN ON MAP AT NO. 545994.
18. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN QUIT CLAIM DEED BY AND BETWEEN WELD COUNTY AND THE PRESENT OWNERS FOR A 30 FOOT STRIP OF LAND ON EACH SIDE OF THE CENTERLINES RECORDED AUGUST 21, 1975 AT RECEPTION NO. 1667926.
19. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN RIGHT OF WAY GRANT BY AND BETWEEN KENNETH E. PRATT AND KAREN K. LANDERS AND PANHANDLE EASTERN PIPELINE COMPANY RECORDED FEBRUARY 10, 1982 AT RECEPTION NO. 1882627.
20. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN RIGHT OF WAY GRANT BY AND BETWEEN KENNETH E. PRATT AND KAREN K. LANDERS AND PANHANDLE EASTERN PIPELINE COMPANY RECORDED OCTOBER 12, 1982 AT RECEPTION NO. 1906199.
21. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN RESOLUTION RECORDED JULY 12, 1984 AT RECEPTION NO. 1973755.
22. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN QUIT CLAIM DEED BY AND BETWEEN KAREN K. KRAMER FKA KAREN K. LANDERS AND WWD LIMITED LIABILITY COMPANY RESERVING MINERALS RECORDED DECEMBER 1, 1992 AT RECEPTION NO. 2312716.
23. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN QUIT CLAIM DEED BY AND BETWEEN KENNETH E. PRATT AND WWD LIMITED LIABILITY

COMPANY RESERVING MINERALS RECORDED DECEMBER 1, 1992 AT RECEPTION NO. 2312717.

24. **TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN RIGHT OF WAY GRANT BY AND BETWEEN WWD LIMITED LIABILITY COMPANY AND K N FRONT RANGE GATHERING COMPANY RECORDED MAY 3, 1993 AT RECEPTION NO. 2331352 AND 2331353.**
25. **RESERVATION AS CONTAINED IN DEED FROM THE ROCKY MOUNTAIN FUEL COMPANY TO COLORADO LANDFILL, INC., A COLORADO CORPORATION RECORDED SEPTEMBER 17, 1979 IN BOOK 881 AT RECEPTION NO. 1803442, DESCRIBED AS FOLLOWS: "RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER MINERALS, EXCEPT THOSE CONSIDERED SALVAGE OR BY PRODUCTS FROM LANDFILL OPERATIONS AND RESERVING UNTO GRANTOR THE RIGHT OF INGRESS AND TO USE SO MUCH OF THE SURFACE OF THE PROPERTY AS IS NECESSARY TO PRODUCE SUCH OIL, GAS AND OTHER MINERALS ADDITIONALLY, GRANTEE SHALL HOLD HARMLESS THE GRANTOR FROM THE LIABILITY FOR DAMAGES FROM SUBSIDENCE OR PREVIOUS MINING OPERATIONS WHICH TOOK PLACE ON SAID PROPERTY.**
26. **TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF OIL AND GAS LEASE FROM THE ROCKY MOUNTAIN FUEL COMPANY AND ENERGY OIL RECORDED SEPTEMBER 11, 1981 IN BOOK 974 AS RECEPTION NO. 1868804, AFFIDAVIT OF PRODUCTION RECORDED JANUARY 6, 1983 AT RECEPTION NO. 1913630 AND AFFIDAVIT OF PRODUCTION RECORDED MARCH 31, 1983 AT RECEPTION NO. 1918859 AND ANY AND ALL SUBSEQUENT INSTRUMENTS RELATING THERETO.**
27. **NOTES AND DEVELOPMENT STANDARD AS SHOWN IN SOUTHWEST WELD COUNTY LANDFILL SITE MAP RECORDED OCTOBER 1979 IN BOOK 883 AT RECEPTION NO. 1805457.**
28. **TERMS AND CONDITIONS OF RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF WELD COUNTY COLORADO RECORDED DECEMBER 15, 1987 AT RECEPTION NO. 2124879.**
29. **ANY ASSESSMENT OR LIEN OF THE LEFT HAND WATER DISTRICT AS DISCLOSED BY THE INSTRUMENT RECORDED AUGUST 28, 1990 IN BOOK 1274 AT RECEPTION NO. 2224977.**
30. **NOTICE CONCERNING UNDERGROUND FACILITIES OF UNITED POWER INC., FORMERLY UNION RURAL ELECTRIC ASSOCIATION INC. RECORDED JANUARY 24, 1991 IN BOOK 1288 AT RECEPTION NO. 2239296.**
31. **TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN GRANT OF PERMANENT PUBLIC ROADWAY AND UTILITIES EASEMENT BY AND BETWEEN WWD LLC AND TOWN OF ERIE RECORDED OCTOBER 17, 2001 AT RECEPTION NO. 2892722 AND 2892723.**
32. **TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BY AND BETWEEN WWD LLC AND VISTA RIDGE METROPOLITAN DISTRICT RECORDED NOVEMBER 26, 2001 AT RECEPTION NO. 2903153.**
33. **TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN RESOLUTION RECORDED JULY 10, 1985 AT RECEPTION NO. 2016553.**

34. SUBJECT TO TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN WARRANTY DEED RECORDED JANUARY 9, 1988 AT RECEPTION NO. 2127500.
35. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN PUBLIC SERVICE EASEMENT RECORDED JANUARY 22, 1996 AT RECEPTION NO. 2472638.
36. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN MAP RECORDED MARCH 21, 1997 AT RECEPTION NO. 2539021.
37. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN RIGHT OF WAY GRANT BY AND BETWEEN WWD LIMITED LIABILITY COMPANY AND KN WATTENBERG TRANSMISSION LLC RECORDED SEPTEMBER 4, 1998 AT RECEPTION NO. 2638347 AND 2638348.
38. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN WARRANTY DEED BY AND BETWEEN WWD LIMITED LIABILITY COMPANY AND LAIDLAW WASTE RECORDED AT RECEPTION NO. 2360787.
39. MATTERS AS SET FORTH ON SURVEY, INCLUDING, BUT NOT LIMITED TO, FENCES NOT ON PROPERTY LINE AND DIRT ROAD CROSSING PROPERTY, ON SURVEY BY ASPEN SURVEYING INC. DATED MARCH 3, 2005 AT PROJECT NO. 2005-0039.
40. ANY AND ALL LEASES AND/OR TENANCIES.
41. WATER RIGHTS, CLAIMS OR TITLE TO WATER.
42. ANY AND ALL UNPAID TAXES AND ASSESSMENTS.
43. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED APRIL 21, 2006 AT RECEPTION NO. 3381091.
44. TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS AS SET FORTH IN PRATT 2 PROPERTY ANNEXATION AGREEMENT RECORDED MAY 14, 2007 AT RECEPTION NO. 3475773 FIRST AMENDMENT RECORDED JANUARY 12, 2010 AS RECEPTION NO. 3669785.
45. ALL NOTES, RESTRICTIONS AND EASEMENTS AS SET FORTH IN PRATT 2 ANNEXATION MAP RECORDED MAY 14, 2007 AT RECEPTION NO. 3475774.
46. ALL NOTES, RESTRICTIONS AND EASEMENTS AS SET FORTH IN PRATT 2 ZONING MAP RECORDED MAY 14, 2007 AT RECEPTION NO. 3475775.
47. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RIGHT-OF-WAY GRANT RECORDED NOVEMBER 17, 2011 AT RECEPTION NO. 3806190.
48. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN SURFACE USE AGREEMENT RECORDED JULY 15, 2011 AT RECEPTION NO. 3780264.
49. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RIGHT-OF-WAY AND EASEMENT AGREEMENT RECORDED APRIL 28, 2014 AT RECEPTION NO. 4011986.

Note: Colorado revised statutes 10-11-123 requires the following notice:

That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third part holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

~ WIRING INSTRUCTIONS ~

ON ALL WIRE TRANSFERS, PLEASE CREDIT OUR ACCOUNT AS FOLLOWS:

BANKERS BANK OF THE WEST
1099 18TH Street
Denver, CO 80202

ROUTING NUMBER/ABA: **102003743**

CREDIT TO: **FLATIRONS BANK**

ACCOUNT NUMBER: **1000983**

FOR FURTHER CREDIT TO: **COLORADO ESCROW**

ACCOUNT NUMBER: **01206432 (NEW ACCOUNT)**

PLEASE REFERENCE OUR FILE NUMBER: **23493CET**

AND THE BORROWER'S LAST NAME:

Colorado Escrow and Title Services, LLC
520 Main Street, Suite C
Longmont, Colorado 80501

Additional Documents

First American Title Insurance Company Title Commitment Jacket

Colorado Escrow & Title, LLC. Understanding Your Title Commitment

Colorado Escrow & Title, LLC. Conditions and Stipulation

Colorado Escrow & Title, LLC. Disclosures

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

Board Meeting Date: March 24, 2015

SUBJECT: **CONSENT - RESOLUTION**
Resolution 15 47: A Resolution Adopting The Memorandum of Understanding Between Weld County And The Town Of Erie for the collection of sales tax on all motor vehicle purchases

DEPARTMENT: Finance

PRESENTER: Steve Felten, Finance Director

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

STAFF RECOMMENDATION: Staff recommends approval of Resolution 15-47

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie and Weld County have a Memorandum of Understanding (MOU) that Weld County will collect all sales tax on motor vehicle purchases within the boundaries of Erie at the time of registration. Once Weld County collects the sales tax the County will forward the monies to the Town, which is done by the 15th of the month following the month of collection.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15 47
- b. MOU

RESOLUTION NO. 15-47

A RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN WELD COUNTY AND THE TOWN OF ERIE FOR THE COLLECTION OF MOTOR VEHICLE SALES TAX BY THE WELD COUNTY CLERK AND RECORDER; AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the Town of Erie charges a sales tax of 3.5% of the purchase price upon all motor vehicle purchases that occur within the boundaries of the Town of Erie (hereinafter “the Sales Tax”); and

WHEREAS, Town of Erie desires to have Weld County Clerk and Recorder collect the Sales Tax from persons who are in the process of licensing them through the Clerk and Recorder; and

WHEREAS, the parties hereto agree to said collection of the Sales Tax according to the terms and conditions set forth herein.

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

Section 1. The Memorandum of Understanding for Collection of Motor Vehicle Sales Tax between the Weld County Clerk and Recorder and the Town of Erie; a copy of which is attached hereto and incorporated herein by reference, is found to be reasonable and acceptable agreement.

Section 2. The appropriate Town representatives are authorized to sign said Memorandum of Understanding.

ADOPTED AND APPROVED THIS 24TH DAY OF MARCH, 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

MEMORANDUM OF UNDERSTANDING
COLLECTION OF SALES AND/OR USE TAX
BY WELD COUNTY CLERK AND RECORDER

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is by and between Carly Koppes, Weld County Clerk and Recorder (hereinafter “Clerk and Recorder”), whose address is 1402 N. 17th Avenue, Greeley, CO 80631; John Lefebvre, Weld County Treasurer (hereinafter “Treasurer”), whose address is 1400 N. 17th Avenue, Greeley, Colorado ; and _____ (hereinafter “Municipality”), whose address is _____

WITNESSETH:

WHEREAS, Municipality charges a sales tax of ____ % of the purchase price upon all motor vehicle purchases that occur within the boundaries of Municipality (hereinafter “the Sales Tax”), and

WHEREAS, Municipality charges a use tax of ____ % of the purchase price upon all motor vehicle purchased for use by Municipality’s residents (hereinafter “the Use Tax”), and

WHEREAS, Municipality desires to have Clerk and Recorder collect the Sales Tax and/or Use Tax from persons who are in the process of licensing them through the Clerk and Recorder, and

WHEREAS, the parties hereto agree to said collection of the Sales Tax and/or Use Tax according to the terms and conditions set forth herein.

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

1. COLLECTION OF TAXES. Clerk and Recorder shall collect the Sales Tax and/or Use Tax upon the registration of motor vehicles subject to such taxes. No registration or title shall be issued by the Clerk and Recorder unless either payment of the Sales Tax and/or Use Tax is made or evidence of exemption from such taxes is presented at the time of registration.
2. TRANSMITTAL OF FUNDS TO MUNICIPALITY. Clerk and Recorder shall transmit daily all funds collected to the Weld County Treasurer, who shall transmit 95% of the funds collected to Municipality by the 15th of the month following the month of collection thereof; retaining 5% as payment due for the aforementioned collection. Such retained payment shall be submitted into County’s General Fund.

3. ENTIRE MOU. This instrument embodies the entire MOU of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations, or MOUs, either verbal or written, between the parties hereto. No modification to this MOU shall be valid unless agreed to in writing by the parties hereto.

4. NO THIRD-PARTY ENFORCEMENT. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this MOU shall give or allow any claim or right of action whatsoever by any other person not included in this MOU. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this MOU shall be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this MOU the day and year first above written.

TREASURER:

CLERK AND RECORDER:

By: _____
 John Lefebvre
 Weld County Treasurer

By: _____
 Carly Koppes, Weld County
 Clerk and Recorder

MUNICIPALITY:

ATTEST:

_____, a
 municipal corporation of the STATE OF
 COLORADO

By: _____,
 Clerk

By: _____,
 Mayor



CARLY KOPPES
WELD COUNTY CLERK & RECORDER
1402 NORTH 17TH AVENUE
P.O. BOX 459
GREELEY, COLORADO 8063
WEBSITE: www.co.weld.co.us
PHONE: (970) 304-6530
FAX: (970) 353-1964

March 5, 2015

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

Dear Municipality,

I am attaching a Memorandum of Understanding Collecting of Sales and/or Use tax by Weld County Clerk and Recorder, to update and verify our information for your municipality for collection of Sales and/or Use tax on persons who are in the process of licensing and also update the Memorandum with myself as the new Weld County Clerk and Recorder.

Please fill in the areas and sign, also attach a copy of the Town Ordinances and return as soon as possible. Thank you for your time.

Sincerely,

A handwritten signature in cursive script that reads 'Carly Koppes'.

Carly Koppes
Weld County Clerk and Recorder

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

SUBJECT: **CONSENT: ORDINANCE 1ST Reading**
Ordinance No. 07-2015: An Ordinance Of The Town Of Erie, Colorado Vacating A Public Access Easement Located On Tract G Of Erie Highlands Filing No. 1 Final Plat; And, Setting Forth Details In Relation Thereto.

PURPOSE: To vacate the public access easement from Tract G of Erie Highlands Filing No. 1 Final Plat.

CODE REVIEW: Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: Deborah Bachelder AICP, Senior Planner

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

STAFF RECOMMENDATION: Staff has reviewed and found the application in compliance with Municipal Code 10.7.10 B.9. Approval Criteria for Vacation Applications. Staff recommends the Board of Trustees approve the vacation application by approving Ordinance No. 07-2015 at the second reading of the Ordinance on April 14, 2015.

PLANNING COMMISSION RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Applicant: Oakwood Homes, LLC
Chad Ellington
4908 Tower Road
Denver, CO 80249

Location:
Tract G of Erie Highlands Filing No. 1 Final Plat.

Requested Action:
The applicant requests vacation of a public access easement on Tract G so that they can plat the tract as a single family lot. Tract G, Erie Highlands Filing No. 1 was platted as a tract because it was thought that a coal mine shaft was located on the tract. The applicant had proposed a sitting area on the tract so a public access easement was granted. During construction of Filing No. 1, and mitigation of the mine shaft, the mine shaft was surveyed and found to actually be located in the road right-of-way adjacent to Tract G. After confirmation from the State of Colorado Geologic Survey that the site was safe for development of a single family dwelling unit, the applicant has made application to amend the Erie Highlands Filing No. 1 Final Plat to change Tract G into a residential lot. Before the Town can consider the plat amendment, we first have to review and approve the vacation of the public access easement. The plat

amendment will be on the April 14th Board of Trustee meeting agenda, with the second reading of the vacation ordinance so that you can make a final determination of the applications, together at the next meeting.

STAFF ANALYSIS AND FINDINGS:

Compliance with Town Standards:

Below are the Approval Criteria from Municipal Code 10.7.10 B.9. for review of the Vacation application. Staff finds the application in compliance with each of the criteria.

- a. The Vacation is generally consistent with the Town’s Comprehensive Plan, as amended.
Staff Comment: The application is consistent with the Comprehensive Plan.
- b. The right-of-way or easement will not be utilized in the short or long term or the Town receives conveyance or dedication of substituted easements or rights-of-way appropriate to satisfy the continuing municipal need;
Staff Comment: The public access easement will not be required when the location of the easement is platted as a residential lot.
- c. The Vacation does not create an irregular right-of-way or easement configuration which could create difficulty in the provision of services or installation of public improvements;
Staff Comment: The vacation does not create irregular right of way or easement configuration.
- d. The Vacation serves the interest of the Town by removing maintenance or liability risks;
Staff Comment: Not applicable to the easement.
- e. The public benefits and utility of the Vacation request outweigh any adverse impacts of the Vacation; and
Staff Comment: The vacation of the public access easement will not create any adverse impacts.
- f. The applicant will relocate, if necessary, any public facilities or utilities located within the right-of-way or easement, and grant and/or obtain an easement for relocation of said public facilities or utilities.
Staff Comment: Not applicable to the public access easement.

Staff Recommendation:

Staff has reviewed and found the application in compliance with Municipal Code 10.7.10 B.9. Approval Criteria for Vacation Applications. Staff recommends the Board of Trustees approve the vacation application by approving Ordinance No. 07-2015 at the second reading of the Ordinance on April 14, 2015.

Staff Review:

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

Approved by:


_____ **A.J. Krieger**
Town Administrator

ATTACHMENTS:

- a. Ordinance No. 07-2015
- b. Applicant Materials

ATTACHMENT A

ORDINANCE NO. 07-2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO VACATING A PUBLIC ACCESS EASEMENT LOCATED ON TRACT G OF ERIE HIGHLANDS FILING NO. 1 FINAL PLAT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, J. Gaz LLC, a Colorado limited liability company; The Jack Shell Family Trust; The Sonja Shell Family Trust; J. Dearmin LLC, a Colorado limited liability company; WY&K Holdings LLC, a Colorado limited liability company; and, Oakwood Homes LLC, a Colorado limited liability company (“Owners”) granted to the Town of Erie a public access easement on and across Tract G, Erie Highlands Filing No. 1 Final Plat pursuant to General Note 9 of the Erie Highlands Filing No. 1 Final Plat dated December 10, 2013 and recorded September 10, 2014 at Reception No. 4044915 in the real property records of the Clerk and Recorder of Weld County (the “Easement”); and

WHEREAS, the Owners of Tract G are platting the property as a residential lot for single family development and have requested that the Town vacate the Easement; and,

WHEREAS, the Town now desires to vacate the Easement.

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

Section 1. That the Easement be and is hereby vacated.

Section 2. That the Town hereby reserves any and all rights-of-way or easements for the continued use of existing utilities, sewer, gas, water, or similar pipelines and appurtenances, for ditches or canals and appurtenances, and for electric, telephone, and similar lines and appurtenances that may exist in the vacated area.

Section 3. That the Town of Erie be and is hereby authorized and directed to execute the necessary documents to evidence the vacation of the Easement, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Erie to said vacation documents.

Section 4. That this Ordinance vacating the Easement shall be recorded in the office of the Weld County Clerk and Recorder in which County such easement is located.

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

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

**INTRODUCED, PASSED, ADOPTED AND APPROVED, AND ORDER
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

ATTACHMENT B



TOWN OF ERIE

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

LAND USE APPLICATION

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

STAFF USE ONLY		
FILE NAME:		
FILE NO:	DATE SUBMITTED:	FEES PAID:

PROJECT/BUSINESS NAME: Erie Highlands Filing 1 Amendment No. 1, Vacation of Public Access Easement

PROJECT ADDRESS: Intersection of Peakview Place and Pear Lake Way

PROJECT DESCRIPTION: A vacation of the Public Access Easement in conjunction with the plat amendment changing Tract G, Erie Highlands Filing no. 1, to Lot 10.

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: Erie Highlands

Filing #: 1	Lot #: 10	Block #: 4	Section: 20	Township: 1N	Range: 68W
-------------	-----------	------------	-------------	--------------	------------

OWNER (attach separate sheets if multiple)

Name/Company: Oakwood Homes, LLC

Contact Person: Chad Ellington

Address: 4908 Tower Road

City/State/Zip: Denver, CO 80249

Phone: 303-486-8667 Fax:

E-mail: cellington@oakwoodhomesco.com

AUTHORIZED REPRESENTATIVE

Company/Firm: Oakwood Homes, LLC

Contact Person: Chad Ellington

Address: 4908 Tower Road

City/State/Zip: Denver, CO 80249

Phone: 303-486-8567 Fax:

E-mail: cellington@oakwoodhomesco.com

MINERAL RIGHTS OWNER (attach separate sheets if multiple)

Name/Company: William H Peltier / Boulder Valley Coal Co.

Address: 5503 S Franklin Lane

City/State/Zip: Littleton, CO 80121

MINERAL LEASE HOLDER (attach separate sheets if multiple)

Name/Company: Encana Oil & Gas Inc.

Address: 370 17th Street, Suite 1700

City/State/Zip: Denver, CO 80202

LAND-USE & SUMMARY INFORMATION

Present Zoning: LR

Proposed Zoning: LR

Gross Acreage: 0.148 AC

Gross Site Density (du/ac): n/a

Lots/Units Proposed: 1

Gross Floor Area: n/a

SERVICE PROVIDERS

Electric: United Power

Metro District: Erie Highlands Metro District No. 2

Water (if other than Town):

Gas: Xcel Energy

Fire District: Mountain View Fire District

Sewer (if other than Town):

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES

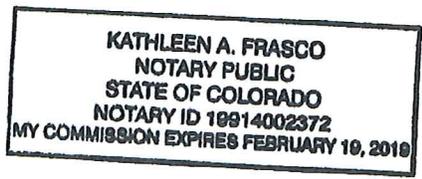
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<input type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		<input checked="" type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input 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
SPECIAL REVIEW USE		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
<input type="checkbox"/> Minor	\$ 400.00	VARIANCE	
<input type="checkbox"/> Oil & Gas	\$ 1200.00		\$ 600.00
		SERVICE PLAN	
			\$ 10,000.00

All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 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: Chad M. Ellington Date: 2/23/15
 Owner: _____ Date: _____
 Applicant: _____ Date: _____

STATE OF COLORADO)
 County of Denver) ss.
 The foregoing instrument, was acknowledged before
 me this 23rd day of February, 2015,
 by Chad M. Ellington.



My commission expires: 02-19-19
 Witness my hand and official seal.

Kathleen A. Frasco
 Notary Public

Erie Highlands Filing 1
Tract G – Public Access Easement Vacation
Narrative

This vacation application is a request for the vacation of the recorded public access easement on Tract G. This request is in conjunction with the Erie Highlands Filing 1, 1st Amendment, which is converting Tract G into a single-family dwelling lot. When this lot is changed to a lot, it will need to have the public access easement removed.

LEGEND
 U.L. UTILITY EASEMENT
 N.P. NON-PUBLIC
 R.O.W. RIGHT-OF-WAY

SEE SHEET 5 OF 8

ERIE HIGHLANDS FILING NO. 1

A PART OF THE NORTH HALF OF SECTION 20, TOWNSHIP 1 NORTH,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.
 303.214 ACRES - 86 LOTS, 13 TRACTS
 PP-13-00039
 SHEET 6 OF 8

SEE SHEET 3 OF 8

SEE SHEET 3 OF 8

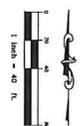


CLING TABLE

CLING	DELTA	RADIUS	LENGTH
C1	89.1507'	20.00'	13.25'
C2	153.9307'	20.00'	18.76'
C3	41.3023'	20.00'	14.49'

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°52'21"E	10.95'



AZTEC
 CONSULTANTS, INC.
 10000 E. 10th Avenue, Suite 100
 Denver, CO 80231
 Phone: (303) 751-1000
 Fax: (303) 751-1001
 Website: www.aztec.com

SEE SHEET 7 OF 8

REVISIONS

NO.	DATE	DESCRIPTION
1	10/10/13	ISSUED FOR PERMIT
2	10/10/13	REVISIONS TO PERMIT
3	10/10/13	REVISIONS TO PERMIT
4	10/10/13	REVISIONS TO PERMIT
5	10/10/13	REVISIONS TO PERMIT
6	10/10/13	REVISIONS TO PERMIT
7	10/10/13	REVISIONS TO PERMIT
8	10/10/13	REVISIONS TO PERMIT
9	10/10/13	REVISIONS TO PERMIT
10	10/10/13	REVISIONS TO PERMIT

DATE OF PREPARATION
 10/10/13

SCALE
 1" = 40'

SHEET 6 OF 8

SEE SHEET 3 OF 8

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

SUBJECT: PROCLAMATIONS
Arbor Day Proclamation

DEPARTMENT: Parks & Recreation Department

PRESENTER: Farrell Buller, Parks and Recreation Director

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

STAFF RECOMMENDATION: Accept Proclamation

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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

The Town of Erie plans to celebrate Arbor Day 2015 on Saturday, April 25th. The Town and the Erie Tree Board invite residents to share in the Arbor Day Celebration which will be held at Longs Peak Park from 10:00 am – 12:00 noon. Planned activities include: presentation of the Tree City USA plaque, hands-on tree plantings, activities for children, refreshments, drawings for gift certificates and prizes, free tree seedlings, and educational information.

On behalf of the Tree Board and the Parks & Recreation Department, we request that the Board proclaim April 25, 2015 as Arbor Day in the Town of Erie.

Staff Review:

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

Approved by:



A.J. Krieger F. DiEck
Acting Town Administrator

ATTACHMENTS:

- a. Proclamation
- b. 2015 Arbor Day/Earth Day Flyer



ARBOR DAY PROCLAMATION

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

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

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

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

NOW THEREFORE, I, Tina Harris, Mayor of the Town of Erie, do hereby proclaim April 25, 2015 as Arbor Day in the Town of Erie. Let all citizens celebrate efforts to care for our trees and woodlands and support our Town’s community forestry program. I urge all citizens to plant trees to gladden the heart and promote the well-being of present and future generations.

DATED THIS 24th DAY OF MARCH, 2015.

Tina Harris, Mayor of the Town of Erie

ATTEST:

Nancy J. Parker, Town Clerk

18th Annual
**Arbor Day & Earth Day
Celebration**

Presented by the Town of Erie & the Erie Tree Board

Saturday, April 25 • 10:00 am - 12:00 pm

Longs Peak Park
(311 Wheat Berry Drive)

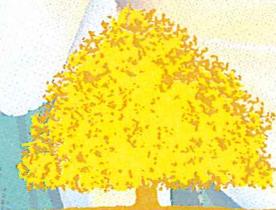
Activities Include:

- Free tree seedlings
- Free educational information
- Free refreshments
- Drawings for prizes
- Certified Arborist Q & A booth
- Hands-on tree plantings
- Flag ceremony
- Kids' craft area



Be sure to check out Erie's community forestry website: www.erieco.gov/trees

Chick-fil&
Larkridge

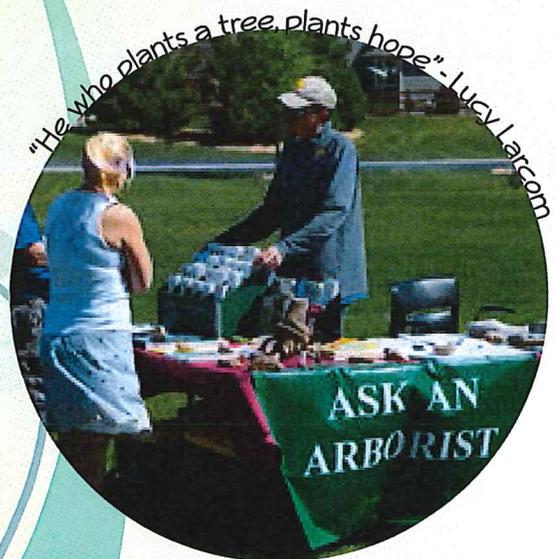


TOWN OF ERIE
1874



TREE CITY USA®

The Town of Erie is proud to be
a member of Tree City USA!



For additional event information,
please visit www.erieco.gov/specialevents
or call 303-926-2892

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

SUBJECT: PROCLAMATIONS
Earth Day Proclamation

DEPARTMENT: Parks & Recreation Department

PRESENTER: Farrell Buller, Parks and Recreation Director

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

STAFF RECOMMENDATION: Accept Proclamation

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Earth Day – April 22 – marks the anniversary of what many consider the birth of the modern environmental movement. The first Earth Day in 1970 capitalized on an emerging consciousness and public awareness of environmental concerns. For 45 years, Earth Day has inspired and mobilized individuals and organizations across the world to demonstrate their commitment to environmental protection and sustainability.

The first Earth Day inspired the creation of the US Environmental Protection Agency and the passage of the *Clean Air, Clear Water Act* and the *Endangered Species Act*. With this 45th anniversary of Earth Day, the theme “Our turn to lead” focuses on sustainable development and grassroots efforts to make a difference. Earth Day Network states “Earth Day’s 45th anniversary could be the most exciting year in environmental history. The year in which economic growth and sustainability join hands. It’s our turn to lead. So our world leaders can follow by example.” (For more information on the Earth Day and the Earth Day Network please visit: <http://www.earthday.org/>)

The Town of Erie plans to celebrate Earth Day for the fifth time in conjunction with the 2015 Arbor Day celebration on Saturday, April 25, 2015. We invite Erie residents to share in this celebration which will be held at Longs Peak Park in from 10:00 am – 12:00 noon. Educational information will be available from a variety of organizations. We are also offering children’s crafts and Earth Day contests.

The Parks & Recreation Department requests that the Board proclaim April 22, 2015 as Earth Day in the Town of Erie, with the local celebration following on April 25, 2015.

Staff Review:

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

Approved by:


_____ **A.J. Krieger F. DEK**
Acting **Town Administrator**

ATTACHMENTS:

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



EARTH DAY PROCLAMATION

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

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

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

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

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

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

NOW, THEREFORE, I, Tina Harris, the Mayor of the Town of Erie, do hereby proclaim April 22, 2015 as Earth Day in the Town of Erie. I urge our citizens to be mindful of local, state and national laws which aim to protect our environment, and to support environmental initiatives to preserve the beauty and wonder of our lands, skies and water.

DATED THIS 24th DAY OF MARCH, 2015.

Tina Harris, Mayor of the Town of Erie

ATTEST:

Nancy J. Parker, Town Clerk

18th Annual
**Arbor Day & Earth Day
Celebration**

Presented by the Town of Erie & the Erie Tree Board

Saturday, April 25 • 10:00 am - 12:00 pm

Longs Peak Park
(311 Wheat Berry Drive)

Activities Include:

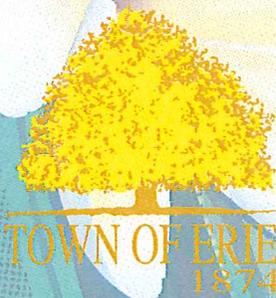
- Free tree seedlings
- Free educational information
- Free refreshments
- Drawings for prizes
- Certified Arborist Q & A booth
- Hands-on tree plantings
- Flag ceremony
- Kids' craft area



"To plant a tree is to give body and life to one's dream of a better world." - Russell Page

Be sure to check out Erie's community forestry website: www.erieco.gov/trees

Chick-fil-A
Larkridge

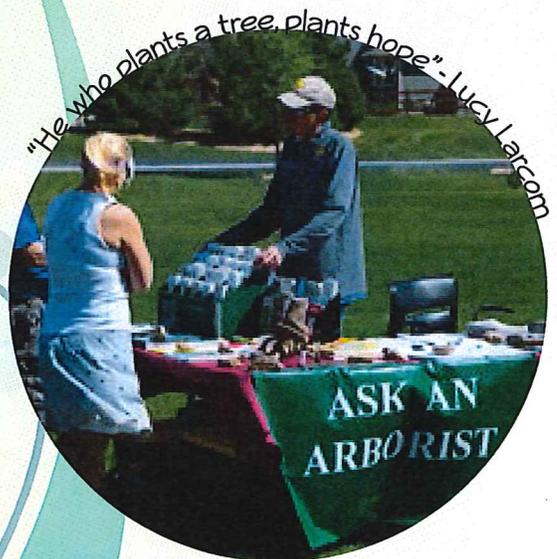


TOWN OF ERIE
1874



TREE CITY USA®

The Town of Erie is proud to be
a member of Tree City USA!



"He who plants a tree, plants hope." - Lucy Larcom

For additional event information,
please visit www.erieco.gov/specialevents
or call 303-926-2892

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

Board Meeting Date: March 24, 2015

SUBJECT: RESOLUTIONS

RESOLUTION 15 40 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO DESIGNATING AN HISTORIC LANDMARK PURSUANT TO THE PROVISIONS OF TITLE 3, "BOARDS AND COMMISSIONS," CHAPTER 3, "HISTORIC PRESERVATION ADVISORY BOARD," SECTION 3-3-8 B. OF THE TOWN OF ERIE MUNICIPAL CODE; SPECIFICALLY DESIGNATING THE LINCOLN SCHOOL, 645 HOLBROOK STREET, ERIE, COLORADO, AS A TOWN HISTORIC LANDMARK OF SPECIAL HISTORICAL, ARCHITECTURAL, CULTURAL, INTEREST AND VALUE OF A HISTORIC NATURE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

DEPARTMENT: Legislation

PRESENTER: Trustee Charles

FISCAL	Cost as	
	Recommended:	\$1,500.00
INFORMATION:	Balance Available:	
	Budget Line Item	
	Number:	
	New Appropriation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Required:	

STAFF None

RECOMMENDATION:

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Erie Municipal Code, Title 3, "Boards and Commissions, "Chapter 3 "Historic Preservation Advisory Board," Section 3-3-8B provides for the nomination and designation of structures and or sites of special historical or architectural value by the Board of Trustees. The Erie Historical Advisory Board has reviewed the application and is recommending approval subject to the Board of Trustee review and approval of the following site:

1. 645 Holbrook Street, Old Town Hall, application submitted by the EHAB on behalf of the Town

In addition the HPB is requesting \$1,500.00 to cover the cost of a plaque for the building which shows that this building is listed on the National Register of Historic Places. The cost maybe less but not to exceed the \$1,500.00.

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

RESOLUTION 15-40

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO DESIGNATING AN HISTORIC LANDMARK PURSUANT TO THE PROVISIONS OF TITLE 3, "BOARDS AND COMMISSIONS," CHAPTER 3, "HISTORIC PRESERVATION ADVISORY BOARD," SECTION 3-3-8 B. OF THE TOWN OF ERIE MUNICIPAL CODE; SPECIFICALLY DESIGNATING THE LINCOLN SCHOOL, 645 HOLBROOK STREET, ERIE, COLORADO, AS A TOWN HISTORIC LANDMARK OF SPECIAL HISTORICAL, ARCHITECTURAL, CULTURAL, INTEREST AND VALUE OF A HISTORIC NATURE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

Whereas, Title 3, "Boards and Commissions," Chapter 3, "Historic Preservation Advisory board," Section 3-3-8 B. of the Erie Municipal Code provides for the nomination and designation of structures and/or sites of special historical or architectural value by the Board of Trustees of the Town of Erie; and

Whereas, Section 3-3-8 B. provides that a historic property can be nominated for designation by the Town of Erie Historic Preservation Board by an application submitted by the owner of authorized representative of the property for which designation is requested; and

Whereas, the Erie Historic Preservation Board, upon application of the owner of the property, initiated proceedings pursuant to Section 3-3-8 B. has recommended the designation of these sites as Historic Landmarks; and

Whereas, the subject property is all that real property described in "Exhibit A" which is attached hereto and made a part hereof by reference as if fully set forth herein.

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

Section 1. In accordance with the provisions of Title 3, "Boards and Commissions," Chapter 3, "Historic Preservation Advisory board," Section 3-3-8 B. of the Erie Municipal Code, the Board of Trustees of the Town of Erie does hereby designate the hereinafter described Lincoln School Building, 645 Holbrook Street, Erie, Colorado as a landmark of special historic and architectural value.

INTRODUCED, READ, SIGNED AND APPROVED THIS 24th DAY OF MARCH, 2015

TOWN OF ERIE, a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

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

EXHIBIT A
Resolution 15 40
Historic Landmark Designation
Lincoln School
645 Holbrook Street
Erie, Colorado

Legal Description:

ERI 24517-A L21 THRU 32 BLK23

Site No. 1



Your Future is Here

**HISTORIC LANDMARK PROPERTIES
NOMINATION FORM**

PLEASE NOTE: If this (Site) property was included in the survey of potential historic sites conducted by Front Range Research Associates for the Town of Erie in 2008-2010, most if not all the information is in the HISTORIC BUILDINGS SURVEY (2009/2010) FINAL SURVEY REPORT. Use the information in the report for this form. Attach a copy of the report to this form. If the (site) property was **not** included in the survey, use reliable newspaper clippings, brochures, copies of photographs, etc. All materials submitted may not be returned.

Owner(s) of (Site) Property Town of Erie

(Only the owner(s) of properties can nominate the property. If there are multiple owners, list the principal owner first for contact purposes. List all owners of interests in the property and use the exact name(s) as it appears on the recorded Title.)

Address of contact person Nancy Parker
(Street, City, State, Zip)

Phone 303 926 2731 Fax 303 926 2706 Email nparker@erieco.gov

Historic Name of Property (if applicable) Lincoln School

Address of Property 645 Holbrook St.

Structure(s) on the Property being nominated School Building
(List all that are applicable: i.e., house, commercial building, church, etc. Exclude structures not part of the nominated structure but are now located on the (site) property.)

Use of Property:

Historic Lincoln School

Current Town Hall

Sources(s) of information Colorado Cultural Resource Survey -
Preservation Office

Year of Construction 1906

Years(s) of Exterior Remodeling (if known) 1920 - 1999

Historic Narrative:

Use a separate sheet for the present history of the structure(s) and attach it to the form. Be as detailed as possible as to construction, use, persons who were/are associated with the structure through time, significant events involving the structure(s), etc.

Description:

Describe the structure(s) in detail and attach it to the form.

1. General characteristics: number and use of interior rooms, number of stories, construction materials (brick, wood, etc.) roof shape and structural system.
2. Specific features: porches, windows and doors, walls, chimney, dormers, etc.
3. Important decorative elements: finials, pilasters, bargeboards, brackets, half-timbering, sculptural relief, balustrades, corbelling, cartouches, murals, mosaics, etc.
4. Major alterations with dates, if known.
5. Any serious deterioration from neglect, lack of use, weather, age, etc.
6. If the structure was moved, when, why and how was it moved? Did changes take place in the structure as a result of the move?
7. If the structure was restored or reconstructed, when was it done? How accurately was it historically restored?

Photos:

Submit black/white or color photos from all four (4) sides of the structure.

Description of Property:

1. Legal: Lot 27-32 Block 23 Subdivision West Addition
(If applicable, attach a separate sheet with a metes and bounds description)
2. Describe fences, ground features, streams, wells, septic tanks, drainage ditch, leech field, swale, etc. Date any manmade features.

Nomination Criteria: (Check as many as apply)

A. Architectural Criteria. The property or structure has distinctive characteristics of a type, period, and method of construction or artisan.

X **B. Social/Historic Criteria:** The property or structure is associated with events or persons that have made a significant contribution to history.

 X **C. Geographic Criteria:** The property has geographic significance.

Statement of Significance:

Explain the historic significance of the structure or property. Use the attached **STATEMENT OF HISTORIC SIGNIFICANCE CRITERIA** to guide your narrative. Tie the narrative specifically to as many of the various criteria found in the **STATEMENT** that are helpful in describing the structure or property being nominated.

Bibliography:

On separate sheet(s), list books, articles, websites and other materials used in preparing this form.

Optional Information:

You may submit any other information which might be helpful in considering the eligibility of this property. However, this material is not a substitute for providing information on the form requested. Optional materials may include newspaper clippings, brochures and copies of historic photographs. All materials submitted will be part of this nomination form and may not be returned.

Submit completed form and supporting information to:

Town of Erie
Community/Planning Department
645 Holbrook
Erie, CO 80516

Historic Narrative

The Lincoln School an irregular structure built in 1906 on a hill overlooking Coal Creek. The two-story building is constructed of local red sandstone and brick. A cupola tower contained the original school bell, until the 1999 remodel and is located at the south entrance facade. The south facade has 7 bays, the west 13, the east 11, and the north 1. The roof is a bellcast hip. There are two chimneys, both offset to the east, one plain and one with a linked top.

The details of the building give the structure its characteristic early twentieth century appearance. The foundation consists of massive blocks of local red sandstone. Supporting the upper two stories made of brick laid in a common bond. Red sandstone forms the lugsills on the first and second story windows. Radiating voussoirs with a carved keystone and jamb quoins are found on the more recent main entrance which was created by an addition to the north side of the building in 1920. The basement windows are set in blocks of red sandstone. All of the windows are double hung sash windows. The roof eave is a plain boxed cornice with a plain frieze.

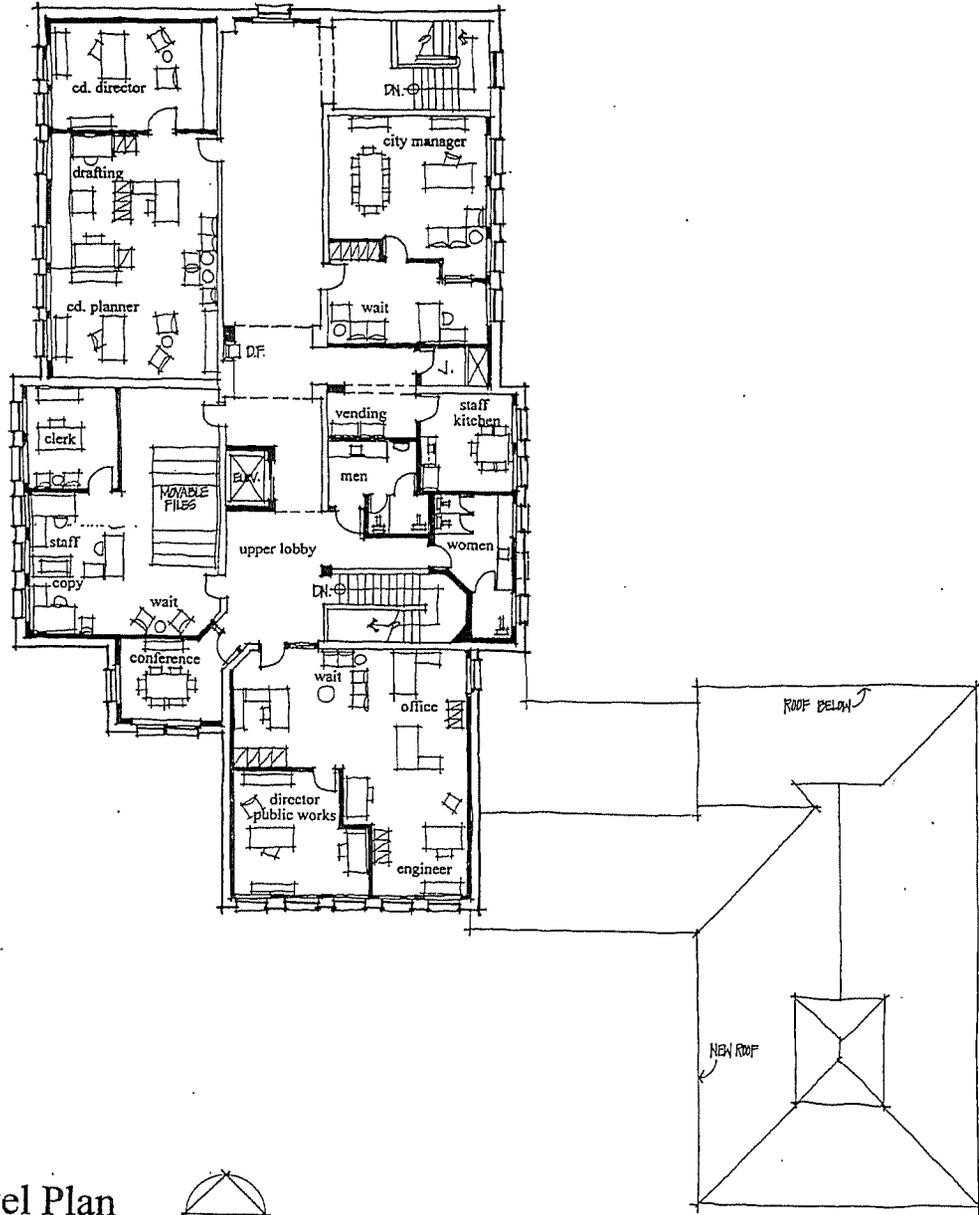
Prior to the 1920 remodel the interior was is spacious and airy. The entry stairs lead up to a wide entry hall. At the end of the entry hall is a set of stairs which connects to the basement and second story. Prior to the 1999 remodel, the first floor, were the town of Erie has offices for the Town Council, the Town Clerk, the Court, the Police Department, and the Town Library. The second floor and basement were vacant, but were developed for further use by the community. There is an exterior fire escape on the east side of the building, from the second story to the ground level. The original coal boiler for the building is located in the basement, and is still in operation although it has been converted to gas.

The Lincoln School is significant for its role in public education in Erie and for its architectural features which reflect the characteristic elements of early twentieth century schools. The structure is also a local landmark and is the major significant public structure in an area important to the history of Colorado coal mining. The town of Erie was incorporated in 1874, and grew as a result of the local coal mining industry.

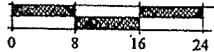
School was first held in Erie in the 1870 s in the first Town Hall building and in a house nearby. The first structure built specifically to serve school needs in Erie, Lincoln School, was a four room frame building constructed in 1881 on the site of the present school. When the number of students outgrew this building, it was moved from the site so that a new, larger school could be built. The new Lincoln School, the subject of this nomination, was completed in 1906 and attendance started in 1907. The building capacity was enlarged in 1920 with the addition of four rooms built on the north side of the building. The building served all twelve grades until 1929 when grades 7~12 moved to the new high school built a few blocks away. In 1930, due to the peak of the coal industry, Erie was one of the largest and most prosperous towns in Weld County. The population was just over one thousand, but with a new high school and a large elementary school, the town was noted for its splendidly equipped public school system. In 1966, after fifty-four years as a school, the Lincoln School building was abandoned for the new Erie Elementary School and given to the Town by the school district for community uses.

An extensive remodel of the interior of the building was completed in 1999, as well as a new roof and extensive repair to the exterior. The architecture of the Lincoln School reflects the typical features of schools built in the early twentieth century denoted by the height, the massing, the red brick, and the classical elements. In addition to being a local landmark, the building is one of the few distinctive examples of such a school remaining in this area. The Lincoln School was entered into the National Register of Historic Places on July 22, 2981.





Upper Level Plan



Erie Town Hall

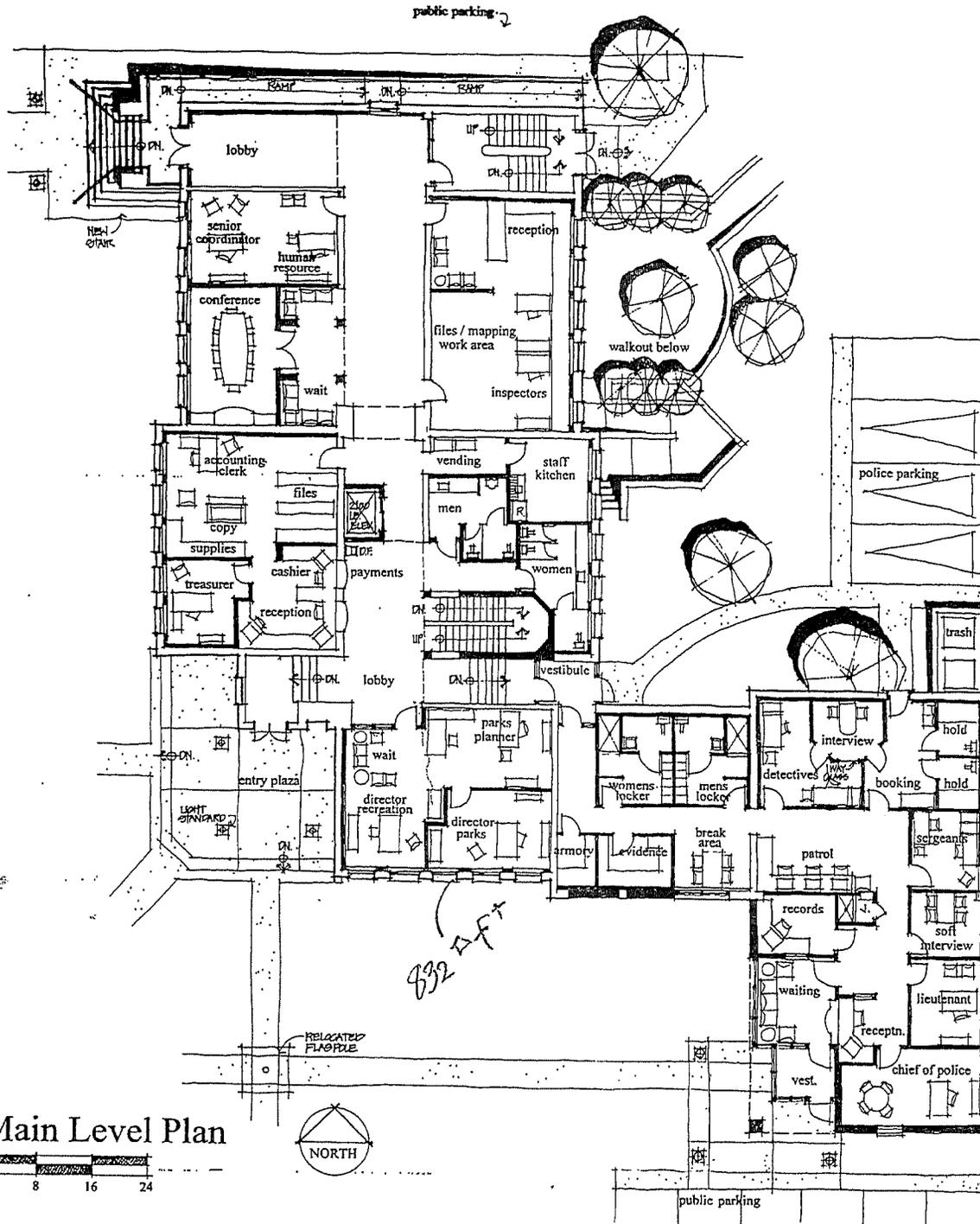
knudson goss

architects and planners

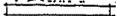
4820 riverbend road

boulder, colorado 80301

OCTOBER 13, 1976



Areas	
Lower Floor	5419 sf.
Main Floor	
Existing	8234 sf.
Proposed	1065 sf.
Upper	6258 sf.
Total	20976 sf.

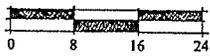
 existing construction to remain / renovated
 new construction

 existing construction to be renovated
 new construction

1885 sq ft

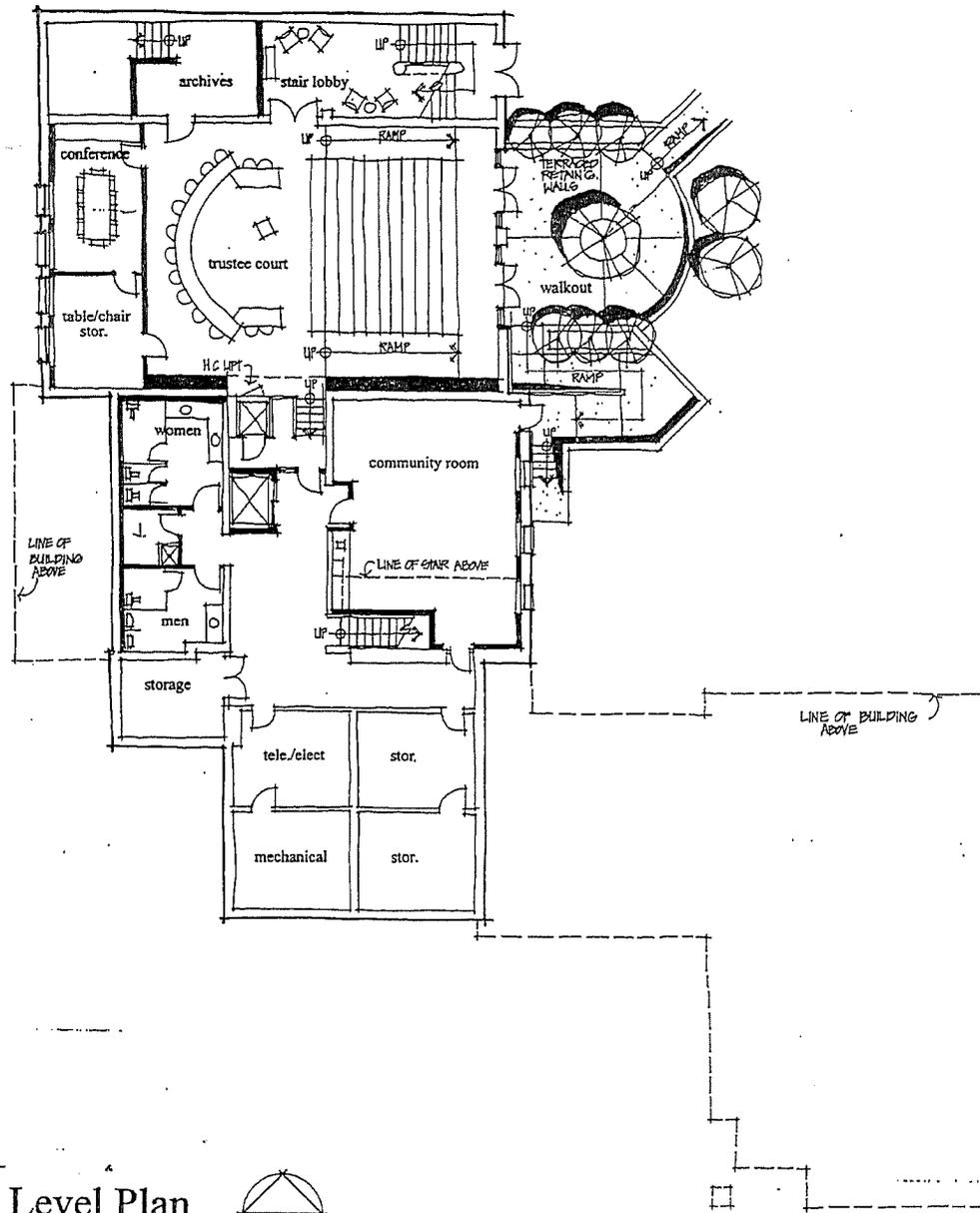
1065 sq ft

Main Level Plan

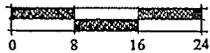


Erie Town Hall

knudson gloss
 architects and planners
 4820 riverbend road
 boulder, colorado 80301
 OCTOBER 13, 1996



Basement Level Plan



Erie Town Hall

knudson gloss
 architects and planners
 4820 riverbend road
 boulder, colorado 80301

OCTOBER 12, 1996

NOTES

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART GRIFFIN & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON, SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- BASIS OF BEARINGS: N 80°47'20" W, 300.11' (ASSUMED), ALONG THE WEST LINE OF THE SUBJECT PROPERTY, MONUMENTS BEING AS SHOWN HEREON.
- BENCHMARK: U.S. SOIL CONSERVATION SERVICE ALUMINUM CAP MONUMENT LOCATED 37 FEET NW OF THE INTERSECTION OF PIERCE AND PERCY STREETS, 13 FEET SW OF ELEVATION = 5029.93 (U.S.S. 1929 DATUM) SITE BENCHMARK: "MULLER" DOWNY BOLT ON FIRE HYDRANT AT SOUTHWEST CORNER OF WELLS AND HOLBROOK STREETS ELEVATION = 5029.80
- UTILITY LOCATIONS SHOWN ARE FROM THE BEST INFORMATION AVAILABLE FROM UTILITY COMPANIES AND MUNICIPALITIES, AND THIS OFFICE CAN NOT ACCEPT RESPONSIBILITY FOR THEIR ACCURACY. UNDISCOVERED UTILITY CONNECTIONS FOR WHICH THERE ARE NO PUBLIC RECORDS READILY AVAILABLE ARE NOT SHOWN FOR SPECIFIC LOCATIONS OF COLORADO AT 1-800-922-1976.
- THE LOCATION OF THE SANITARY SEWER AND THE SANITARY MANHOLE IN THE ALLEY IS APPROXIMATE. A SANITARY SEWER MAIN ALSO EXISTS IN HOLBROOK STREET, THE MANHOLES FOR THE SEWERS ARE COVERED BY THE STREETS. ARRANGEMENTS CAN BE MADE WITH THE TOWN TO UNCOVER MANHOLES IN ORDER TO OBTAIN MORE ACCURATE INFORMATION.

LEGAL DESCRIPTION

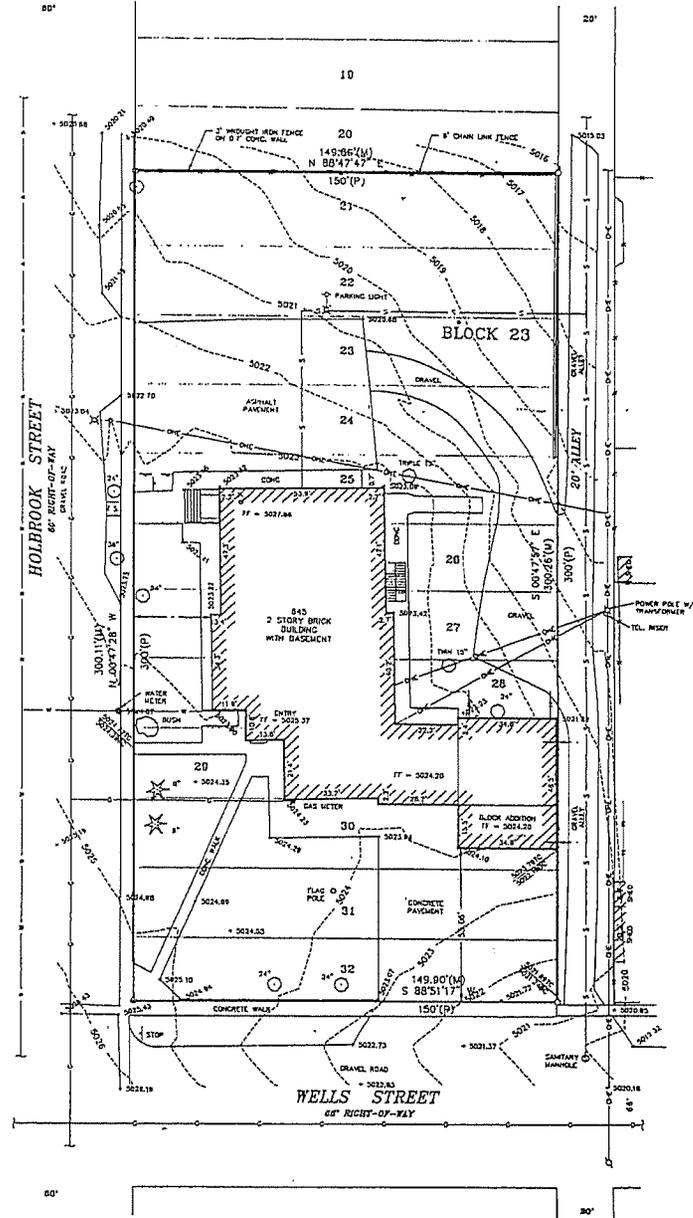
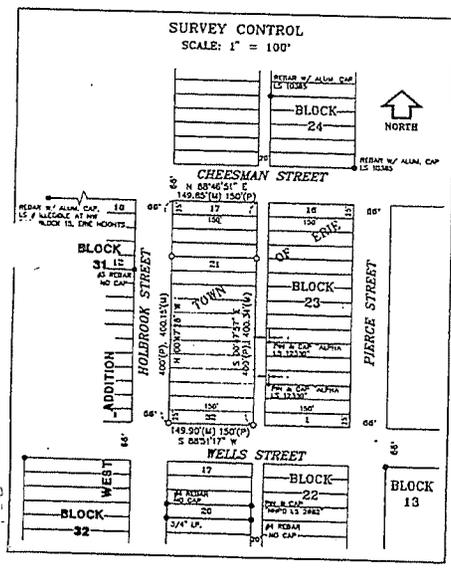
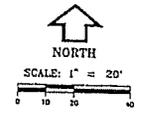
LOTS 21 THROUGH 32, INCLUSIVE, BLOCK 23, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, CONTAINING 44,892 SQUARE FEET OR 1.033 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT

I, JOHN P. EHRHART, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF EHRHART GRIFFIN & ASSOCIATES, INC., TO THE TOWN OF ERIE AND WILSON GLOSS ARCHITECTS THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING ON OR AROUND AUGUST 17, 1998, THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-100.1 (2) "IMPROVEMENT SURVEY PLAT".

JOHN P. EHRHART DATE _____
 COLORADO P.L.S. #29414
 PRESIDENT, EHRHART GRIFFIN & ASSOCIATES, INC.

- LEGEND**
- FOUND REBAR W/ CAP FREEZE, L.S. 4392 U.N.O.
 - SET #5 REBAR W/ CAP L.S. 29414
 - SET PLUG AND TAG IN CONC. L.S. 29414
 - (P) PLATED DISTANCE
 - (M) MEASURED DISTANCE
 - OHC- OVERHEAD ELECTRIC
 - W- WATER LINE
 - S- SANITARY SEWER
 - G- GAS LINE
 - IC - TOP OF CONCRETE
 - BC - BOTTOM OF CONCRETE
 - X- FENCE
 - SIGN-
 - STREET LIGHT W/ P.P.
 - POWER POLE
 - DECIDUOUS TREE (DIA.)
 - CONIFEROUS TREE (DIA.)
 - SPOT ELEVATION



PROJECT NO.
965043

REVISIONS

NO.	DATE	BY

EHRHART GRIFFIN & ASSOCIATES

P.O. Box 510
 575 Pierce Street
 Erie, Colorado 80516
 (303) 828-5112

- LAND SURVEYING
- CAD DRAFTING

IMPROVEMENT SURVEY PLAT
ERIE TOWN HALL
 SW 1/4 OF SECTION 18, T1N, R68W OF THE 6TH P.M.
 645 HOLBROOK STREET, ERIE, COLORADO 80516

DATE: 9/3/98
 DESIGNED BY:
 DRAWN BY: JPC
 CHECKED BY: MAUR

SHEET NO.
 1 OF 1

1999





PRIOR TO 1920

THE ERIE NEWS.

Vol. 4, No. 88

ERIE, WELD COUNTY, COLORADO, JANUARY 18, 1907

\$1.50 Per Year



FREE

With every purchase amounting to Twenty-five dollars during our special sale January 23 to 26, inclusive, we will give

ONE PRESSCUT WATER SET

worth \$4.50, hard to tell from a real cut glass \$25 set.

Yours for business,
The STATE MERCANTILE COMPANY,
 M. L. YOUMANS, Manager.
ERIE, COLORADO

Tylers' Cash Store

Longmont's Busy Trading Place

JANUARY SPECIALS

Children's Coats at half price.
 Ladies Suits at half price.
 Furs, Ladies' Scarfs, and Stuffs at half price.
 Men's warm lined gloves at one-third off.
 Remnant wool dress goods half price.
 Men's shoes, odd lots, one-third off.
 Ladies' shoes, odd pairs, one-third off.
 Children's shoes, odd pairs, one-third off.

NEW GOODS

Muslin Underwear. Embroideries. Zephyrs. Gingham.
 Men's Fine Shoes and Oxfords. Ladies' Fine Shoes and Oxfords.

STILL SELLING

Coal oil 14c per gallon, 5 for 65c.
 Bananas, per dozen, 20c.
 Arm and Hammer Soda, 6c.
 Or any other item for less than other stores ask for the same quality.
 Always first to cut prices.

MYRON F. TYLER
 Longmont, Colo.

Gleanings From Erie

Bon Florance, sheriff of Weld County, was in Erie on business Tuesday.
 Little Minnie Robertson is quite sick with scarlet fever.
 Lillie Cook was initiated into the Rebekah lodge Wednesday evening.
 The McAnally's have moved into the house recently vacated by Mr. Carpenter.
 Rev. J. Kendrick Roberts, of Denver, was calling on friends in Erie Monday morning.
 Dr. Holden was over from Brush renewing acquaintances in Erie last Saturday.
 Mr. J. L. Wilson went to Greeley Tuesday of this week to attend the trial of Alaux & Bodhains.
 Wesley Richards, of Breckenridge, Colorado, is spending a few weeks visiting relatives in Erie.
 Little Pauline Brown who was burned badly about the face three weeks ago is getting along nicely now.
 Miss Schwartze, a graduate of the Wisconsin State Normal school, is the new teacher in the school here.
 Rev. Frank Dametz, of Lincoln, former pastor of the Presbyterian church, was in Erie on business Wednesday.

Dr. W. B. Hogart has been reappointed as Erie health officer by the board of county commissioners for Weld County.
 Tony Konantz returned from Colorado Springs Tuesday morning where he went to attend the funeral of Joseph Cook.

Mr. L. H. Harrison, of Greeley, county superintendent of schools, was visiting the public schools of Erie Wednesday.

The small pox quarantine was removed from the Egnew hotel last Saturday. All other patients have about recovered.

Rev. Henry B. Childs, of Valverde, Colo., is expected to occupy the pulpit of the Presbyterian church Sunday evening, January 20.

The new school house has been completed and school began Monday in the new building. Another teacher has been added to the faculty.

Mr. and Mrs. Frank Konantz, B. P. Hershey and daughter Irene, spent Sunday at the McFisack mine visiting with Mr. and Mrs. William Whites.

R. R. Powell, Lafayette's new undertaker, was in town last Saturday afternoon. He expects to put in a stock of undertaking supplies here. Dave Jenkins will be his local agent.

Mr. Henry Miller died last Saturday and was buried Monday morning at 11 a. m., Rev. Arthur officiating. Mr. Miller leaves an aged mother and other relatives. They have been residents of Erie about two months.

Mr. and Mrs. P. W. Phinnah and Theophilus Cook, attended the Welsh church services at the I. O. O. F. hall in Lafayette Sunday evening. J. Kendrick Roberts the Welsh minister of Denver who is a friend of the Phinnah family, returned to Erie with them that night.

The following is an extract of a letter from Mr. E. K. Whitehead to Mr. Seth Francis, Erie, Colo.: Dear Sir—Your resignation as an agent of the Bureau of child and animal protection was never accepted, you have been an officer all the time. Will return your badge and commission at once.—E. K. Whitehead Denver Colo.

Mr. Francis was appointed Police magistrate by the Town Councilmen of Erie last April and he sent in his resignation as Human agent soon after as he thought there might be some objection to his holding two offices at the same time. He had a legal right to do so however, and is now as will be seen by the above extract an acting officer of the Bureau of Child and Animal Protection.

FOR SALE—Doyle cream separator

SILVER TIP FLOUR

Try a sack and you will use no other.
 Corn, Bran and Feed always on hand.

The Lafayette-Louisville Milling & Grain Co.
 GEORGE GOUGER, Lessee.

Erie Lodge Directory
PIERCEFRANCIS CAMP No. 122, W. O. W. meets 1st and 3rd Monday nights of each month in Richards Hall. Visitors welcome. Thomas Richards, C. C. Willis Park, Clerk.
ROSE OF SHARON KLUKKKAI LODGE No. 23, I. O. O. F. meets 1st and 3rd Wednesdays of each month. Mrs. Rita Morgan, M. G. Hivira Phillips, V. G.
CHIEF CIRCLE No. 23, Women of Woodcraft meets 1st Tuesday of each month at Richards' hall. Rachel Hunter, G. H. Bisy stoncker, clerk.
Erie Lodge No. 48, I. O. O. F. meets on every Tuesday night. Wm. Clark, Jr., H. G. J. Peter Pleasant, Secretary.
J. O. W. W. W. E. Lodge No. 1, 1st in class second and fourth Wednesday at Odd Fellows' hall. James Brunner, H. W. J. Auster, Recorder; Max Greenfield, Financier.
Garfield Lodge No. 20, A. F. & A. M. meets first and third Wednesdays in each month. William Whites, W. M. J. Auster, Secretary.
Local Union No. 111, U. M. W. of A. meets the first and third Thursday of every month. Chas. Knopke, President; Geo. Brown, Secretary; J. W. Norton, Treasurer.

The New School House
 School opened in the new building Monday morning. If this edifice may be taken as a criterion of the public spirit and enterprise of the people of the community, there is surely a better day not very far ahead for Erie, for a finer building in a town of Erie's size is not to be found anywhere else.
 From basement to roof, both inside and out, it is a model of neatness. The rooms are large, light and airy and arranged to suit the needs of both teacher and pupil. A steam heating plant makes it possible to warm the building properly throughout. Electric lights and a telephone will also be put in soon.
 We always have held that the boys and girls of Erie were entitled to better school facilities than were possible to give them before the new building was completed and we wish to congratulate them now that they have all that could be desired. We trust that with the passing of the "cotton house" the strap that used to be in evidence there may also be relegated to the past and that our young friends may resolve to grasp every opportunity that will tend to make them better men and women, better citizens, and an honor to the community which through the school board has given them a school home of which every man or woman, boy or girl, in Erie may justly be proud.

Davidson
 George Myers is on the sick list. A few of the young people enjoyed a party at the home of Ligo Shellenbourn last Friday evening.
 Mrs. Leggett was at Boulder Friday having some dentistry work done.
 Mrs. Anthony Collins is enjoying a few days visit with her sister of Borthoud.
 Arthur Hunter left Saturday for Wyoming where he will work for his uncle, Isaac Pratt. He intends making the trip on horseback.
 Mrs. Fred Church visited her sister, Mrs. Grace Leggett the last of the week.
Bad Stomach Trouble Cured
 Having been sick for the past two weeks with a bad stomach trouble, a friend gave me a box of White's Cream

The
Egnew Hotel
 H. H. WILLISTON, Proprietor
 Erie, Colo.
 Three blocks east, one block south of Burlington depot
Rates: \$1.00 per Day and up
 Newly Furnished Rooms
 First Class Table and Best Accommodations for Transients.

ERIE BANK,
 ERIE, COLO.
 J. K. MILLER, President
 J. P. MILLER, Cashier
 WILLIAM NICHOLSON, Manager.

Responsibility, \$100,000.
 Represents general banking business. Deposits in the principal cities of America and Europe.

Steamship Tickets for Sale
 Fire, Life, Accident and Burglar Insurance, Agents for the U. S. Fidelity & Guaranty Co., which furnishes bonds in both criminal and civil actions; also official bonds and bonds of all kinds.
ALSO INSURES AGAINST BURGLARY.
 Office hours from 9:00 a. m. till 12:00 p. m. on pay days from 7:00 a. m. till 8 p. m.
 Phone 13 Drib.
 MILLER & DAHND, Attorneys for the Bank

JNO. MARSHALL
 Keeps a First-Class Livery and Feed Stable
 Transfer Business a Specialty.
 Reasonable Terms, Erie, Colo.

W. S. Bogart, M. D.
 Phone 122 Purple
 Hours: 1 to 3 and 7 to 9 P. M.
 Office at Boulkinn's Drugstore.

Why should your baby suffer? When he is fretful and restless, don't experience on him and use any old thing your neighbor recommends. Buy a bottle of White's Cream Vermifuge, the greatest known worm medicine and cure for all children's diseases. It is mild in its action, builds up the system, makes thin, puny babies fat. Mrs. J. C. Smith Tampa, Fla. writes: "My baby was thin and sickly, could not retain its food and cried all night. I used one bottle of White's Cream Vermifuge and in a few days baby was laughing, happy and

istrict No. 81, Adams County
 Robinson Bros. have a force of men teams at work on a large reservoir which will when completed and filled to them against any probable short-water. Truly the reservoir system has been and will continue to be the salvation of Colorado farmers.
 surveying party has just completed her, and they say final survey of an Erie railroad from Denver northeast to the big dry. If this road is built it is a hope and believe it will be a great blessing to the farmers for miles around.
 in Miller, of Lafayette, has leased

Miss Cole, our efficient school teacher, is having splendid success with her school and with several new pupils since the holidays. Everything connected with the school has taken on new life.
 We look for another wet spring and if February is good we intend to sow every acre of wheat in that month if possible, for with spring wheat we believe the early bird catches the worm.
 Mr. and Mrs. Jess Harris were visiting with the Gooden family last Sunday and we note with pleasure the great improvement in their baby boy that was so seriously sick a short time since.
 The frost is almost out of the ground,

1951
United States
Post Office Building
Home of the
Casa Grande Dispatch since 1963

Casa Grande's ninth United States Post Office building opened with much anticipation in 1951. Contractor Elbert L. Kinley supervised the construction of the building, which was originally 1,460 sq. ft. Additional space in the new building was rented to McNally's Book Store (now the Dispatch's newsstand) and Central-Peters Construction Co.

Ironically, in 1952, Casa Grande Dispatch Publisher Carlos W. Cleary wrote, "The building is a real beauty... The other day I offered [Postmaster N. Ben Parker] to trade the Dispatch building for the new Post Office building... I wasn't serious, but I was to my office... Anyway, it sure would be a lovely place for our newspaper office and plant." At the time, the Dispatch was located down the street at 109 E. Second St.

In 1962, shortly after the post office moved to 115 E. First St., Ruth and Deborah M. Kramer Sr. purchased the weekly Casa Grande Dispatch. With plans to expand the newspaper's frequency, circulation and staff, the Kramers leased the former post office the following year.

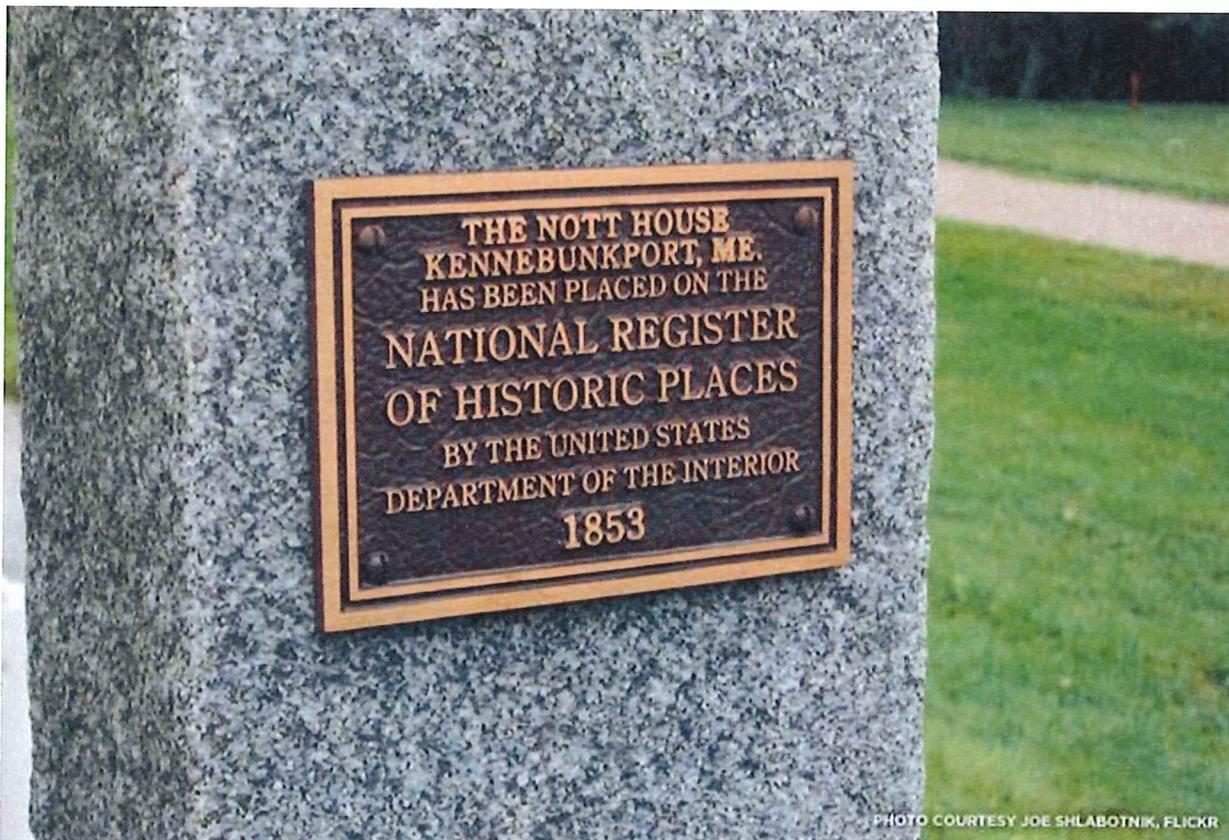
Over the years, the Kramers purchased and expanded the building and purchased nearby buildings in the town downtown to house various departments of Casa Grande Valley Newspapers Inc.



CASA GRANDE HISTORIC
PRESERVATION COMMISSION

THIS PROPERTY HAS BEEN
PLACED ON THE
NATIONAL REGISTER
OF
HISTORIC PLACES

BY THE UNITED STATES
DEPARTMENT OF THE INTERIOR



TOWN OF ERIE
BOARD OF TRUSTEES AGENDA ITEM
Board Meeting Date: March 24, 2015

SUBJECT: RESOLUTIONS

RESOLUTION 15-41; A RESOLUTION OF THE TOWN OF ERIE AUTHORIZING THE TOWN TO APPLY FOR A GRANT FROM THE COLORADO HISTORICAL FUND ACCEPTING \$8,340.00 FOR THE CULTURAL SURVEY OF VARIOUS HISTORICAL AND ARCHITECTURAL BUILDINGS IN ERIE, COLORADO; AUTHORIZING THE TOWN TO PROVIDE MATCHING FUNDS OF \$2,085.00 FROM THE HISTORIC PRESERVATION BUDGET TO COMPLETE THE PROJECT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

DEPARTMENT: Legislation

PRESENTER: Trustee Charles

FISCAL	Cost as	
	Recommended:	\$2,085.00
INFORMATION:	Balance Available:	
	Budget Line Item	
	Number:	
	New Appropriation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Required:	

STAFF None

RECOMMENDATION:

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie Historic Preservation Board would like to have the Board of Trustees approval to apply to the Colorado Historical Fund for a grant to survey thirteen potentially historically significant buildings and structures including the Mount Pleasant Cemetery, which the Town has owned and operated since 1881.

The total cost for the survey is \$8,340.00; the matching funds required from the Town would be 25% or \$2,085.00. This would be a new appropriation to the Budget.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS: Resolution 15-41
Draft Grant Application

RESOLUTION NO. 15-41

A RESOLUTION OF THE TOWN OF ERIE AUTHORIZING THE TOWN TO APPLY FOR A GRANT FROM THE COLORADO STATE HISTORICAL FUND ACCEPTING \$8,340.00 FOR THE CULTURAL SURVEY OF VARIOUS HISTORICAL AND ARCHITECTURAL BUILDINGS IN ERIE, COLORADO; AUTHORIZING THE TOWN TO PROVIDE MATCHING FUNDS OF \$2,085.00 FROM THE HISTORIC PRESERVATION BUDGET TO COMPLETE THE PROJECT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie Historic Preservation Board has identified at potentially significant structures in Erie; and

WHEREAS, the goal of the Historic Preservation Board is to determine the significance of the buildings and/or structures by conducting an intensive survey of these buildings and/or structures as a first step to preserve and publicize historic places within Erie; and

WHEREAS, the Town of Erie wishes to apply for a Grant from the Colorado State Historical Fund to assist in the Cultural Survey of Various Historical and Architectural Buildings and/or Structures Project (the "Grant"); and,

WHEREAS, the Town of Erie desires to authorize the balance of the matching funds necessary to complete construction of the Project; and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to apply for a Grant from the Colorado State Historical Fund in order to receive such grant funds and to authorize the matching funds necessary to complete the Project.

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

Section 1. That the Grant Application between the Town of Erie and the Colorado State Historical Fund in the Amount of \$8,340.00, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable application for a Grant.

Section 2. That the Town of Erie be and is hereby authorized and directed to apply for the Grant, and the appropriate Town officers are hereby authorized and directed to sign the Town of Erie to said Application.

Section 3. That the Town of Erie be and is hereby authorized and directed to provide matching funds in the amount of \$2,085.00 from the Historic Preservation Budget, necessary to complete the construction of the Project.

Section 4. That entering into the Grant Agreement and providing the matching funds necessary to complete the construction of the Project is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

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

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker C.M.C., Town Clerk



HISTORY Colorado

STATE HISTORICAL FUND

Competitive Grant Application – April 1, 2015

Complete this application form in conjunction with the directions found on the accompanying SHF Competitive Grant Application Instructions (found online at http://www.historycolorado.org/grants/application-forms). For assistance, contact SHF Outreach Staff at (303) 866-2825 or toll free at (877) 788-3780.

1. Applicant Organization

Organization Name: Town of Erie
Mailing Address: P.O. Box 750, 645 Holbrook Street
City: Erie State: CO Zip Code: 80516
Telephone Number: 303-926-2700
Federal Tax ID Number: 84-0198350



Signature of Legally Authorized Representative Title Date
Please sign in blue ink

Print Name

2. Grant Recipient Contact Person

Contact Last Name: Parker Contact First Name: Nancy
Title: Town Clerk
Organization (if different from applicant organization):
Mailing or FedEx Address: P.O. Box 750, 645 Holbrook Street
City: Erie State: CO Zip Code: 80516
Telephone Number: 303-926-2731 Fax:
E-mail Address (Required): nparker@erieco.gov

3. Grant Type Choose one: Competitive Grant - Up to \$35,000 [] Competitive Grant - \$35,001 or More
Is this a repeat application? (Indicate if you are reapplying for all or any part of a previously declined grant.) Yes [] No []

4. Project Type (choose one that reflects the majority of the proposed project):

- [] Acquisition & Development Those projects that involve excavation, stabilization, restoration, rehabilitation, reconstruction, or acquisition of a designated property or site.
[] Survey & Planning Those projects that involve identification, recording, evaluation, designation and planning for the protection of significant historic buildings, structures, sites and districts.
[] Education Those projects that provide historic preservation information or information about historic sites to the public.

5. Project Title: Erie Selective Intensive Historic Resources Survey, 2015-16

6. Brief Summary of Project (suitable for a press release):

The 2015-16 selective intensive historic resources survey of Erie builds upon a 2009-10 survey to document more historic resources possessing historic and/or architectural significance. The 13 resources included in the proposed project include dwellings, a barn, a commercial building, and the town cemetery. Documenting the resources will add to our understanding of the town's history and architecture and guide future preservation efforts.

7. Grant Request and Cash Match

Grant Request: \$ 6,255.00 Cash Match: \$ 2,085.00 Total Project Budget: \$ 8,340.00 (total calculated automatically)
* Cash Match Percentage of Total Budget: 25.00 % (= cash match amount ÷ total project budget; match percentage not calculated automatically)
* NOTE: Cash Match percentage must be calculated to two decimal points (example: 25.66%)

7. *continued*

We will be ready to provide cash match at the time we sign our SHF contract (1-2 months after the award date.) Yes No

Indicate if you are requesting a waiver for the Cash Match requirement. Yes No
If Yes, what is your justification for requesting a cash match waiver?:

8. Geographic Information

County in which property/project is located: Weld

Colorado Legislative District Numbers *House:* 63 *Senate:* 23

U.S. Congressional District: 4

you can look up district numbers at <http://www.colorado.gov/esri/webmaps/my-hood.html?webmap-id=0bbbd4450154b1c9a9827d21c862dad>

9. Property Information

Property Historic Name (*as listed on the historic designation*):

N/A

Historic Designation (*check all that apply*) or N/A (*see Instructions for information on applicability*)
Local (with verification attached) *Colorado State Register of Historic Properties* *National Register of Historic Places*

Designation Area (*check one*): Building Footprint Only Building and Surrounding Property Acreage only
Historic District

Property Street Address:

Property City:

Property State:

Property Zip Code:

Property Site Number:

example: 5DV.123; call 303-866-3395 if you do not know the site number.

Property Legal Description:

Property Period(s) of Significance:

County Assessor's Contact Information (for verification purposes):

(URL for County Assessors at Colorado Assessor's Assn.: [http://e-caa.com/home-page/county-information/colorado-assessors.](http://e-caa.com/home-page/county-information/colorado-assessors))

10. Property Owner Information *if different than Applicant Organization* or N/A (*see Instructions for information on applicability*)

Owner Name:

Street Address:

City:

State:

Zip Code:

Phone number:

Federal Employer Identification Number (*please, no Social Security numbers*):

I acknowledge that I give permission for the work proposed in this grant application to be carried out.



Signature of Legal Property Owner

Date

Please sign in blue ink

Print Name

11. Section 106 Compliance (see Instructions for information on applicability) or N/A

Please indicate which Federal agency is involved in your project and the nature of the collaboration:

Federal Agency Contact Name and Telephone Number:

12. Acknowledgement of Support by Government Official (see Instructions for applicability) or N/A

I support the project outlined in this grant application.

Name:

Title:

Governmental Entity: Town of Erie

Signature: _____ Date: _____

Please sign in blue ink

Print Name

13. Acknowledgment of Award Conditions

I understand and agree with the following conditions associated with State Historical Fund grants if awarded (initial each in blue ink):

___ I understand my organization will enter into a contract with the State Historical Fund (SHF). My organization will become a state contractor and cannot "pass through" fiscal or project responsibility to another organization.

___ I understand that SHF contracts contain non-negotiable terms, and it is my responsibility to review the SHF grant templates (found online at <http://www.historycolorado.org/grants/state-historical-fund-grants>) prior to application to assure that my organization is willing to go under contract with those terms.

___ I understand the proposed cash match must be available before my organization signs the SHF contract.

___ I understand SHF funds will be paid only for work taking place within the SHF contract period.

___ I understand my organization cannot use funds in a manner that may result in an actual or perceived conflict of interest. (See SHF Handbook)

___ I understand property restrictions may be required as a result of an acquisition and development project. For architectural survey projects, I will adhere to the current Colorado Cultural Resource Manual.

___ I understand that once under contract, I will work in partnership with the State Historical Fund to meet the Secretary of the Interior's Standards. I will comply with review expectations and refrain from carrying out work until I have the approval of SHF historic preservation specialists to proceed.

___ I understand that my performance as a state contractor will be evaluated and made available to the public.

___ I understand that indirect costs need to be justified at the time of request for reimbursement. I am encouraged to use the SHF Indirect Cost Worksheet (found online at <http://www.historycolorado.org/grants/application-forms>) for planning purposes.

___ I understand that state regulations requires me to certify that my organization carries Worker's Compensation, Employer's Liability, General Liability, and Automobile Insurance, if applicable.

___ I understand that my organization is solely responsible for determining if my cash match resources are eligible for use with SHF grant programs.

14. Narrative – see the Instructions for specific tips and directions on how to answer each narrative section.

A. *Applicant Capacity:* Write a brief introduction to the applicant organization and its experience with similar projects. This category demonstrates the applicant's ability and commitment to successfully complete the proposed project (0-10 points).

The Town of Erie, founded in 1871, today covers 19.5 square miles and has a population of some 22,000 persons. The Town provides a full range of municipal services, including administration and finance; planning and building; police protection; public works, engineering, and street maintenance; and parks, trails, open space, and recreational activities. The Town also operates the municipal airport and provides water, sewer, and storm drainage utilities. Erie is governed by an elected Board of Trustees and supported by an administrative staff. The Town Clerk will serve as the grant manager and point of contact for the Town. Nancy Parker, the current Town Clerk, filled the same role for an earlier SHF survey project.

The Town has demonstrated its commitment to historic preservation in several ways. In 1998, we adaptively rehabilitated Lincoln School as our Town Hall, and the 1906 building is now listed in the National Register of Historic Places. The Town enacted a local historic preservation ordinance and has landmarked a mid-19th century farm house, a barn, and an earlier Town Hall. The Board of Trustees established by ordinance a Historic Preservation Advisory Board whose duties include advising the Trustees on issues pertaining to Erie's history. In 2009 we received a State Historical Fund grant (2009-M2-011) for a similar selective intensive survey of 23 buildings throughout the older part of town that was successfully completed. In addition, Erie is a Certified Local Government. These accomplishments amply demonstrate the ability of the Town government to accomplish the project with State Historical Fund assistance. By its cash match, the Town government further demonstrates its commitment to continuing and advancing its historic preservation program.

B. *Property or Project History:* Write a brief history and description of the property or a description of the project and its relationship to historic preservation. If applicable, include justification of the period of significance as it relates to this project. *This category tells us why this preservation or archaeological project is important* (0-10 points).

This project will complete a selective intensive survey of 13 scattered resources within the Town of Erie. Founded in 1871, Erie played an important role in Colorado's historic coal mining industry and in Weld County's agricultural history, as well as serving as a center of services and supplies. The small town filled with dwellings, churches, a school, businesses, a town hall, and other facilities, while larger tracts along its periphery held farms. After coal mining ceased in the vicinity Erie remained a small town with a cohesive collection of historic buildings from its heyday. Major expansion of its population in the 1990s resulted in alteration and removal of some historic buildings and increased concern for those remaining. Erie began identifying, designating, reusing, and protecting its important historic resources, including its 1906 National Register-listed Lincoln School (now the Town offices), and locally landmarking a farmhouse, a barn, and an earlier town hall. Receiving a 2009 State Historical Fund grant (2009-M2-011), Erie accomplished an intensive survey of 23 buildings scattered throughout town. The project documented the buildings' importance to our historical and architectural heritage and stimulated interest in further preservation efforts. The town is now a Certified Local Government. Continuing growth and development make it imperative for Erie to identify, document, and evaluate our remaining significant historic buildings.

In 2014-15 representatives of the Town, Historic Preservation Advisory Board, and a professional historic preservation consultant conferred to compile a list of 13 historic properties deemed most significant for their historic physical integrity, architectural significance, and/or history based on comparison with other remaining historic properties. The resources include dwellings associated with early residents, a large barn and outbuildings representing the town's agricultural past, an intact commercial building, and Erie's Mount Pleasant Cemetery. Containing more than 900 graves representing burials from the early 1870s to the present, the burial ground includes a wide variety of monuments styles, materials, and types representing graves associated with town founders and leaders, fraternal organizations, ethnic groups, veterans, and others who made Erie home. A survey of these resources will enable Erie to learn more about its past; identify its significant architecture; educate citizens and visitors about its history and buildings; and target properties for designation, preservation, and reuse.

Our survey priorities are informed by an August 2013 workshop led by Patrick Eidman and Liz Blackwell of History Colorado with the Erie Historic Preservation Board. The workshop focused on future preservation planning priorities. The proposed survey list includes several single family dwellings because the workshop participants "found, overwhelmingly, that historic residential architecture in Erie is facing the most threat and is in the most immediate need of documentation and evaluation." Participants evaluated commercial buildings as "the second most threatened resource type in Erie," and one intact commercial building is included in the survey list. An abandoned barn and outbuildings on the southern end of Old Town is also proposed for survey based on the workshop's identification of agricultural properties as the third most threatened resource type. We recommended inclusion of Mount Pleasant Cemetery to formally document this important town-owned resource.

*C. Project Description: Provide a detailed description of the project.
This section demonstrates the appropriateness of the project and your knowledge of what is needed to complete it (0-20 points).*

This proposal is for a selective intensive survey of 13 resources within the Town of Erie in Weld County. The resources include several dwellings, a commercial building, a barn and outbuildings, and Mount Pleasant Cemetery. The proposed survey list was developed by the Erie Historic Preservation Board and a professional historic preservation consulting firm (Front Range Research Associates, Inc., of Denver), who were guided by the recommendations of a 2013 workshop for the Erie Historic Preservation Board conducted by Patrick Eidman and Liz Blackwell. A map showing the distribution of the resources proposed for survey is attached, as well as photographs of selected resources. A bid provided by Front Range is also included. The survey will be conducted in accordance with the requirements and guidelines of History Colorado (HC) as set forth in the Colorado Cultural Resource Survey Manual (2007). All work will be conducted by historic preservation contractors meeting the Secretary of the Interior's Professional Qualifications Standards. Regular consultations between the Town, consultant, and History Colorado will take place throughout the project. A detailed description of the project by task appears below.

Task 1: Kickoff Teleconference and Fieldwork Preparation

The project will begin with a kickoff teleconference with the Erie Town Clerk, History Colorado (HC) staff, and the consultant. Pre-fieldwork preparation will include: file search of the OAHP COMPASS database to determine previous survey work within Erie; setting up project GIS database; obtaining current Assessor data; and setting up the survey form database

Task 2: Conduct Fieldwork

The consultant will conduct fieldwork, mapping, and photography for the 13 resources. Work will be completed from the public right of way and will include taking notes on all visible sides of the buildings and the landscape features and setting. The photography will be color digital with an average of three to four photos of each resource and will include outbuildings.

Task 3: Prepare Draft Survey Forms and Report

The consultant will research the historical background of each of the properties, using such sources as directories, manuscript census returns, maps, old Assessor appraisal cards, property abstracts (if available), newspaper articles, published books, interviews, and other materials. HC staff will be consulted on National and State eligibility of the surveyed resources. The consultant will complete draft Architectural Inventory forms (form 1403) for 13 properties, including forms, maps, and labeled photographs. The consultant will also prepare a draft survey report, including the historic overview of the town, a survey area map, a USGS location map, and other required elements. The draft forms and survey report will be submitted to Town and HC staff for review (one bound copy each and PDF versions).

Task 4: Prepare Final Survey Forms and Report

The consultant will incorporate comments on the draft surveys forms and survey report received from the Town and HC and produce final Architectural Inventory forms (form 1403) for 13 properties (two original sets with photographs plus PDF versions). A final survey report will also be produced (five bound copies plus PDF version).

Task 5: Public Presentation

The consultant will present the survey results using PowerPoint to the Town Board of Trustees and answer questions at a public meeting in Erie.

D. *Urgency:* Explain why it is urgent to complete the work in your application NOW. (0-15 points)

The survey of significant historic resources in Erie is urgent at this time due to:

- * Continued development pressures associated with increasing population and business activity currently threatening historic residential and commercial architecture, farmsteads, and other important historic properties
- * Perceived lack of interest in preservation among some Erie residents, demonstrating the importance of educating them about the significance of Erie's architecture and history and the varied benefits of preserving its sense of place
- * Continued importance of identifying, documenting, and evaluating all historic properties, with only a small percentage surveyed thus far
- * Continued importance of survey efforts providing data for Erie's long term planning efforts
- * Continued importance of maintaining properties needing rehabilitation and stabilization rather than allowing them to fall into decay and ruin
- * Continued importance of preserving outbuildings, irrigation structures, transportation-related resources as integral components of the community's historic development
- * Potential loss of information associated with historic properties due to relocation or demise of longtime residents

The Town of Erie understands the importance of continuing its survey of historic properties to identify and document all significant resources, both for current planning efforts and to provide data for future generations of residents. In August 2013 Patrick Eidman and Liz Blackwell of History Colorado met with the Erie Historic Preservation Board and assisted them in identifying urgent preservation issues. The Town and its Historic Preservation Advisory Board agree that the time is right for such a project, which would be the second survey undertaken in Erie (the first was successfully completed in 2010). Due to continuing population growth providing demand for housing and businesses, it is likely that significant historic buildings will continue be altered, expanded, or demolished if they are not identified and evaluated. Without funding from the SHF, the survey of historic buildings cannot continue, which will result in potential for significant alteration and loss. With information produced by the survey, Erie will be able to continue its multi-year effort to survey all historic resources, understand the significance of the properties documented and acknowledge them in future planning efforts, take a step toward obtaining assistance in designating and maintaining some of them, and educate local residents and visitors about the importance of protecting them. By publicizing the project among property owners, town officials, and local residents; holding a public meeting to present the results; and discussing the effort in other local forums, increased awareness of the benefits of preservation will be achieved.

E. *Timeline:* Create a list with key project milestones and corresponding month/year showing how your project will be carried out. *This category shows you have adequately considered how to complete your project within the 24-month contract period, including outside factors that may affect the project.* (0-5 points)

APPROXIMATE COMPLETION DATE	TASK
1 August 2015	Contract between Town and SHF fully executed
15 August 2015	Consultant under contract with city and receipt of notice to proceed
30 August 2015	Task 1. Completion of pre-fieldwork preparation and kickoff meeting
15 November 2015	Task 2. Completion of intensive survey fieldwork and photography
15 February 2016	Task 3. Submission of draft intensive survey forms and survey report
15 April 2016	Task 4. Submission of final intensive survey forms and survey report
15 May 2016	Task 5. Presentation of project results at public meeting of Town Board

NOTE: This schedule assumes a fully executed contract by 1 August 2015.

F. *Public Benefit* Tell us how/why the community supports and benefits from this project. In addition, describe how you will publicize the benefits of this particular project as well as historic preservation and the History Colorado State Historical Fund. For instance, will you be holding any workshops that demonstrate trade techniques or methods reflecting the application of *The Secretary of the Interior's Standards and Guidelines*?

This category shows the overall benefit of the project to the community. (0-15 points)

The Town of Erie and its residents are proud of its history and the integral part it played in contributing to the state's coal resources and county's food production, as well as its role as one of Weld County's long-lived and well-loved small service and supply towns. The project will build on this pride to educate and inform the public about Erie's history and architecture through examination of 13 specific properties that stand as well-preserved direct and tangible links to that history. Through research and examination of the historic resources their significant attributes and histories will be documented, adding to our understanding of the town's development and the factors that continue to shape it today. This new understanding for our history and architecture will benefit all sectors of town, from individual homeowners who develop a new appreciation for the architectural elements of their dwellings, to newcomers who learn about the town's early residents, to schoolchildren who study the agricultural past of the community.

A support letter for the 2009-10 SHF survey grant from the local library district noted: "There are many new families in this growing town, but once they are settled, it is clear that they long to connect with the town's history. Events that are held in the historic area of town are increasingly popular." By preserving its sense of place, Erie will reap economic benefits from those who are attracted by its visible ties to historic coal mining, agriculture, and small town life. The project will also help to preserve information about ethnic groups that have influenced Erie's history through survey of our cemetery, which contains the graves of persons from many countries and backgrounds, including those of Latino heritage.

The Town of Erie fully supports the survey and is committed to providing a 25 percent cash match for the project if it receives a SHF grant. Erie is fully aware of the demands required by such a survey, having successfully completed a similar project in 2009-10 and having discussed potential survey efforts with History Colorado's Patrick Eidman and Liz Blackwell. The proposed second phase of the survey will build on the information assembled in the earlier effort and expand upon it with examination of two new property types, agricultural buildings and a cemetery, as well as documenting new architectural styles and ownership histories. During the previous survey project, sources of information about Erie's history, residents with knowledge of its buildings, and persons supporting and desiring more information about historic preservation were identified. It is anticipated that the second phase will result in similar benefits.

Letters of support attached to this application demonstrate the community's enthusiasm for the project and its importance for local residents and officials. Without receiving a grant the second phase of surveying Erie's historic properties could not proceed, planning efforts would lack adequate information, and this opportunity to further enhance the town's and visitors' appreciation of its history and architecture would be lost. Because the historic portion of Erie encompasses a relatively small area, any further losses of historic architecture will have a major impact.

G. *State Preservation Plan* Describe how this project relates to one or more of the six overarching goals of the State Preservation Plan. See a Summary of the Plan and its goals at <http://www.historycolorado.org/archaeologists/state-preservation-plan>. (0-5 points)

The 2015-16 selective intensive survey of Erie supports the Colorado State Preservation Plan goal "to expand the number of resources surveyed and centralized in the [OAHN] database." Specifically, the proposed survey contributes to Goal A, "Preserving Places That Matter," Objective A3, "Conduct Survey, Inventory, and Designation Proactively," and strategies b) identify underrepresented and threatened resources and c) identify key resources in need of intensive survey. The survey will record resources on Architectural Inventory forms (form 1403) which will be transmitted to History Colorado for incorporation into the statewide database.

The project results will be reported at a public meeting of the Erie Town Board, thus furthering Objective A4, "Disseminate Historic and Cultural Resource Information Broadly" and strategy a) showcase survey results through local meetings. In addition, at the outset of the project Erie citizens will be informed of the planned survey through a press release to local media and a description the survey goals on the Town website.

H. *Combined Scope of Work and Budget:* Write a detailed outline of the work you propose to accomplish in this grant, with corresponding costs for each task. Please see sample Scope & Budgets referred to in the Instructions.
This category indicates your knowledge of the work that needs to be done and how much it will cost. (0-20 points)

If this is a construction project, please break out:
 -Overhead & Profit
 -A & E
 -General Conditions (including bonding and permits)
Please remember contingency.

This budget is derived from (check all that apply):
 Attached bids (derived from construction documents detailing the specific scope of work)
 Attached proposals (estimates of cost for the general scope from consultants, contractors, etc.)
 Other (explain):

TASK	BUDGET
A. Task 1: Kickoff Teleconference and Fieldwork Preparation	\$ 715
B. Task 2: Conduct Fieldwork	\$2,893
C. Task 3: Prepare Draft Survey Forms and Report	\$2,893
D. Task 4: Prepare Final Survey Forms and Report	\$1,020
E. Task 5: Public Presentation	\$ 536
F. Reimbursable Expenses	\$ 283
1. Mileage (@\$.52/mile) and Parking	\$131
2. Copies and Supplies	\$ 80
3. Photographic Prints	\$ 52
4. Postage/Shipping	\$ 20
PROJECT TOTAL	\$8,340

H. *Combined Scope of Work and Budget* – continued.

15. Application Checklist: *Use this checklist to ensure you have included necessary copies and attachments*

- Original, completed application with seven (7) copies, including all attachments. Double-sided is acceptable, but please ensure the original, signed application is single-sided only.
- No cover letter attached; no binding, notebooks, or folders used.
- Attachments (provided for each copy):
 - o W-9 for grant applicant (**required**); blank form available online at <http://www.historycolorado.org/grants/application-forms>.
 - o Clear, readable photographs with informative captions (color recommended). **Include at least one photograph of the entire resource that can be used by SHF staff for presentations or publicity purposes.** No matter what the project type, photographs aid the reviewer in understanding the resource(s) under consideration. Photos should show current views of the resource, both overall and in detail, and should demonstrate the need for the proposed work and its urgency. Historic photos are also helpful.
 - o Bids or estimates to show how you determined your costs.
 - o Proof of local designation, if not designated on the State or National Register and are performing physical work on a building. If you are requesting any physical work around the foundation or on the site, please be certain the designation extends to that area.
 - o Maps, site plans, or enlightening drawings as needed.
 - o Applicable excerpts from Historic Structure or Archaeological Assessments.
 - o Five or more letters of support from users of the building, public officials and those who will benefit from or support the proposed project. Thoughtful letters that reflect an awareness of the project's impact are more persuasive than numerous general letters. Please be judicious in the number of letters you attach.
 - o If this is a large-scale archaeological investigation, attach a research design. If you require more information, call Staff Archaeologist Tom Carr at (303) 866-3498.
 - o Once your application has been received, no additional attachments will be allowed.

Mailing Address

The History Colorado State Historical Fund
History Colorado Center
1200 Broadway
Denver, CO 80203

Questions: Contact History Colorado SHF Outreach Staff at (303) 866-2825 or toll free at (877) 788-3780

Deadline: April 1, 2015. Envelope **MUST BE** postmarked by the application deadline. If you hand-deliver your application, it must be dropped off in our office by 5:00 pm on the application deadline date.

The History Colorado State Historical Fund provides public outreach and application assistance at no charge to all applicants. Application advice is available to:

- Assist with project planning
- Review and make suggestions on draft applications
- Provide assistance throughout the application process

It is very important for every applicant to contact the History Colorado State Historical Fund outreach staff for assistance as soon as possible to avoid spending time preparing an application that may not meet this program's basic requirements. Applicants should contact the History Colorado State Historical Fund outreach staff as early as possible during the planning stages of a preservation project, preferably months before an application is submitted. **Drafts for review are accepted until February 13, 2015.** Contact the History Colorado State Historical Fund outreach staff at (303) 866-2825 or toll free at (877) 788-3780.

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) VERIFICATION

Do NOT send to IRS

PRINT OR TYPE

RETURN TO ADDRESS BELOW

Legal Name (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SOCIAL SECURITY ADMINISTRATION RECORDS)

DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE - See Reverse for Important Information

Town of Erie

Trade Name -- complete only if doing business as (D/B/A)

Remit Address (Include City, State & Zip Code)

P.O. Box 750, 645 Holbrook Street, Erie, Colorado 80516

Purchase Order Address -- Optional

Mail to:

State Historical Fund
1560 Broadway, Suite 400
Denver, CO 80202
ATTN: Contracts

Fax to:

(303) 866-2041

PART II See Part II Instructions on Back of Form

Check legal entity type and enter 9 digit Taxpayer Identification Number (TIN) below:

(SSN = Social Security Number EIN = Employer Identification Number)

Do Not enter an SSN or EIN that was not assigned to the legal name entered above

Individual (Individual's SSN) NOTE: If no name is circled on a Joint Account when there is more than one name, the number will be considered to be that of the first name listed

Sole Proprietorship (Owner's SSN or Business EIN) Note: Enter both the owner's SSN and the business EIN (if you are required to have one)

Partnership General Limited (Partnership's EIN)

Estate/Trust (Legal Entity's EIN) NOTE: Do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title. List and circle the name of the legal trust, estate, or pension trust.

Other Limited Liability Company, Joint Venture, Club, etc. (Entity's EIN)

Corporation Do you provide legal or medical services? Yes No (Corp's EIN) Includes corporations providing medical billing services

Government (or Government Operated) Entity (Entity's EIN) 84 -- 0198350

Organization Exempt from Tax under Section 501(a) Do you provide medical services? Yes No (Org's EIN)

Check Here if you do not have a SSN or EIN, but have applied for one. See reverse for information on How to Obtain A TIN Licensed Real Estate Broker? Yes No

Under Penalties of Perjury, I certify that:

- (1) The number listed on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me) AND
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secure property, contribution to an individual retirement arrangement (IRA), and payment other than interest and dividends).

CERTIFICATION INSTRUCTIONS -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. (See Signing the Certification on the reverse of this form.)

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

NAME (Print or Type) TITLE (Print or Type)

AUTHORIZED SIGNATURE DATE PHONE (303) 926-2700

DO NOT WRITE BELOW THIS LINE

RETURN BOTH COPIES TO ADDRESS ABOVE

AGENCY USE ONLY

Agency Approved by Date
1099: Yes No Action Completed by Date
VENDOR: Addition Change 615-82-50-7093 (R 4/97)

SUBSTITUTE FORM 1099 INSTRUCTIONS

NAME AND TAX IDENTIFICATION NUMBER (TIN)	
PART I	INDIVIDUALS: Enter First and Last name EXACTLY as it appears on your Social Security Card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name and both the last name shown on your social security card and your new last name (IN THAT ORDER). For your TIN, enter your Social Security Number (SSN).
	SOLE PROPRIETORSHIPS: Enter the owner's name on the first line; on the second name line you may enter the business name. YOU MAY NOT ENTER ONLY THE BUSINESS NAME. For the TIN, enter both the owner's Social Security Number and the Federal Employer Tax Identification Number (EIN) if you are required to have one.
	ALL OTHER ENTITY'S: Enter the name of the owner of the EIN or SSN exactly as originally registered with the IRS. The correct TIN is the Employer Identification Number (EIN).
DO NOT ENTER AN SSN OR EIN THAT WAS NOT ASSIGNED TO THE LEGAL NAME OF THIS FORM	

HOW TO OBTAIN A TIN

If you do not have a TIN, you should apply for one immediately. To apply for the number, obtain Form SS-05, Application for a Social Security Number Card (for individuals), or Form SS-4, Application of Employer Identification Number (for businesses and all other entities), at your local office of the Social Security Administration or the Internal Revenue Service. Complete and file the appropriate form according to its instructions.

To complete Form W-9 if you do not have a TIN, check "Applied For" box in the space indicated in front, sign and date the form, and give it to the requester. For payments that could be subject to backup withholding, you will then have 60 days to obtain a TIN and furnish it to the requester. During the 60-day period, the payments you receive will not be subject to the 31% backup withholding, unless you make a withdrawal. However if the requester does not receive your TIN from you within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN to the requester.

Note: *Writing "Applied For" on the form means that you have already applied for a TIN OR that you intend to apply for one in the near future.*

As soon as you receive your TIN, complete another Form W-9, include your new TIN, sign and date the form, and give it to the requester.

FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING	
PART II	Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.
	If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.
	If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8, Certificate of Foreign Status.
CERTIFICATION	
PART III	(1) Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts That Were Considered Active During 1983. - You are not required to sign the certification; however, you may do so. You are required to provide your correct TIN.
	(2) Interest, Dividend, Broker and Barter Exchange Accounts Opened After 1983 and Broker Accounts That Were Considered Inactive During 1983. - You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item (2) in the certification before signing the form.
	(3) Real Estate Transactions - You must sign the certification. You may cross out item (2) of the certification if you wish.
	(4) Other Payments - You are required to furnish your correct TIN, but you are not required to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.
	(5) Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, or IRA Contribution - You are required to furnish your correct TIN, but you are not required to sign the certification.
OTHER	Signature - The signature should be an authorized signature, generally the person whose name is on the top line of the form, a partner in the partnership, or an officer of the corporation. For a joint account, only the person whose TIN is shown in LEGAL BUSINESS DESIGNATION should sign the form.
	Privacy Act Notice - Section 6109 requires you to furnish your correct taxpayer identification number (TIN) to persons who must file information returns with IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an individual retirement arrangement (IRA). IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain other penalties may also apply.

**Erie Selective Intensive Survey, 2015-16:
Photographs of Selected Resources to be Surveyed**



785 Main Street



575 Cheesman Street



300 Holbrook Street



784 Main Street



404 Holbrook Street



526 Briggs Street



Mt. Pleasant Cemetery, 3500 Weld County Road 3

Memorandum



Front Range Research Associates, Inc. 3635 West 46th Avenue Denver, Colorado 80211
303-477-7597 frraden@msn.com www.frhistory.com

To: Mark Mavrogianes, Erie Historic Preservation Advisory Board
From: R. Laurie and Thomas H. Simmons, Architectural Historians
Subject: Selective Intensive Survey of Erie, 2015-16: Scope of Work, Cost, and Timeline and Payment Schedule
Date: 16 March 2015 *Via Email*

Scope of Work

This proposal is for a selective survey of 13 resources within the Town of Erie in Weld County. The resources include dwellings, a barn and outbuildings, and Mt. Pleasant Cemetery. This survey will be conducted in accordance with the requirements and guidelines of History Colorado (HC) as set forth in the *Colorado Cultural Resource Survey Manual (2007)*. All work will be conducted by historic preservation contractors meeting the Secretary of the Interior's Professional Qualifications Standards. Regular consultations between the Town and History Colorado will take place throughout the project. Front Range Research Associates, Inc., offers to undertake the described scope of work for a flat, fixed fee of **\$8,340**.

A. Task 1: Kickoff Teleconference and Fieldwork Preparation

1. Kickoff teleconference with Erie Town Clerk, History Colorado (HC) staff, and the consultant.
2. Pre-fieldwork preparation including: file search of the OAHP COMPASS database to determine previous survey work within Erie; setting up project GIS; obtaining current Assessor data; and setting up survey form database

B. Task 2: Conduct Fieldwork

1. Conduct fieldwork, mapping, and photography for the 13 resources (work will be completed from the public right of way)
2. Photography will be color digital with an average of three to four photos of each resource and will include outbuildings

C. Task 3: Prepare Draft Survey Forms and Report

1. Research the historical background of each of the properties, using such sources as directories, manuscript census returns, maps, old Assessor appraisal cards, property abstracts (if available), newspaper articles, published books, interviews, and other materials

2. Conduct background research into history of town to supplement that done in 2009-10 survey
3. Consult with HC staff on National and State eligibility of surveyed resources
4. Complete draft Architectural Inventory forms (form 1403) for 13 properties, including forms, maps, and labeled photographs
5. Prepare draft survey report, including the historic overview of the town, a survey area map, a USGS location map, and other required elements
6. Submit draft forms and survey report to Town and HC staff for review (one bound copy each and PDF versions of both)

D. Task 4: Prepare Final Survey Forms and Report

1. Incorporate comments on the draft surveys forms and survey report received from Town and HC
2. Produce final Architectural Inventory forms (form 1403) for 13 properties, including forms, maps, and labeled photographs (two original sets with photographs plus PDF versions)
3. Produce final survey report, including the historic overview of the town, a survey area map, a USGS location map, and other required elements (five bound copies plus PDF version)

E. Task 5: Public Presentation

1. Present survey results using PowerPoint to the Town Board of Trustees at a public meeting in Erie

Prepared 16 March 2015

Front Range Research Associates, Inc.
Erie, Colorado Selective Intensive Historic Buildings Survey
Cost Proposal

Project Budget

ITEM		AMOUNT
Labor		\$8,057
Historian @\$89.41/hr. for 90 hrs (rounded)	\$8,057	
Task 1. Kickoff teleconference with Erie Town Clerk and HC staff. Pre-fieldwork preparation.	\$715	
Task 2. Fieldwork, mapping, and photography research	\$2,893	
Task 3. Prepare draft 1403 survey forms and survey report	\$2,893	
Task 4. Prepare final 1403 survey forms and survey report	\$1,020	
Task 5. Present results of survey to public meeting of the Town Board	\$536	
Expenses		\$283
Mileage (240 mis. @\$0.52 mi.; 3 roundtrips from Denver to Erie, mileage in the Erie area, and mileage in Denver for research at Denver Public Library and HC and meetings at HC) and Parking \$6	\$131	
Copies (research copies and copies of draft and final forms and reports) and Supplies (CDs/DVDs, archival photo labels, and archival storage sheets for photos)	\$80	
Photographic prints (2 sets of 4"x6" prints for each resource)	\$52	
Postage/shipping (survey forms and reports to Erie)	\$20	
TOTAL		\$8,340

NOTE: Labor amounts are rounded. Mileage uses SHF rates.

Prepared 16 March 2015

**Front Range Research Associates, Inc.
Erie, Colorado, Selective Intensive Historic Buildings Survey
Timeline and Payment Schedule**

APPROXIMATE TIME TO COMPLETE	TASK OR SUBTASK	APPROXIMATE PAYMENT AMOUNT
15 August 2015	Consultant under contract with city and receipt of notice to proceed	--
30 August 2015	Task 1. Completion of pre-fieldwork preparation and kickoff meeting	\$715
15 November 2015	B. Completion of intensive survey fieldwork and photography	\$2,997
15 February 2016	C. Submission of draft intensive survey forms and survey report	\$3,024
15 April 2016	D. Submission of final intensive survey forms and survey report	\$1,041
15 May 2016	E. Public meeting presentation of results of project	\$563

This schedule assumes a fully executed contract and notice to proceed by 15 August 2015. The payment amounts include labor and an estimated allocation of expenses by task. *Prepared 15 March 2015*

**Erie Selective Intensive Survey, 2015-16:
List of Selected Resources to be Surveyed**

Street Number	Street Name	Notes
305	Briggs St.	One-and-a-half-story frame Craftsman-style house, 1933
340	Briggs St.	One-and-a-half-story frame Craftsman-style house with stone porch and detached garage, 1933
526	Briggs St.	One-story brick two-storefront commercial building (Gateway Building), 1940
575	Cheesman St.	One-story red brick house with spindled porch supports and shingled gable faces, 1947 (according to Assessor but seems older)
585	Evans St.	One-story frame Bungalow-style house, 1927
	High St.	Abandoned barn and associated outbuildings in field 240' south of 300 High St. (Goat Hill Barn)
300	Holbrook St.	Small one-story frame house, 1890
404	Holbrook St.	One-and-a-half-story red brick house with shingled gable faces, 1891
504	Holbrook St.	One-story frame Bungalow-style house, 1930
585	Main St.	One-and-a-half-story frame house and detached garage, 1928
784	Main St.	Two-story frame house (Morgan House #2), 1899
785	Main St.	One-and-a-half-story Craftsman-style house, 1922
3500	Weld County Road 3	Mt. Pleasant Cemetery, 1880s (more than 900 graves on about 14.6 acres)

The source for year-built information is the Weld County Assessor. If for some reason one of the proposed resources in the table cannot be surveyed, it will be replaced with a comparable property.

**Erie Selective Intensive Survey, 2015-16:
Map Showing Locations of Selected Resources to be Surveyed**



The white stars show the locations of the resources in the previous table that will be surveyed. All are located in the Old Town section of Erie with the exception of Mount Pleasant Cemetery at the extreme right.



Scott Charles
Trustee
Town of Erie Board of Trustees
P.O. Box 750
Erie, CO 80516

March 24, 2015

Director Steve Turner
Colorado State Historical Fund
History Colorado Center
1200 Broadway
Denver, CO 80203

Dear Mr. Turner:

On behalf of the Town of Erie Board of Trustees, please accept this letter of support for the Town of Erie's request for funding from the State Historical Fund for the purpose of conducting an intensive survey of potentially historically significant buildings and/or structures within town limits.

Founded in the 1860's as a coal-mining town, Erie has evolved from a mixed agricultural/mining economy to an era of new subdivisions housing employees pursuing a variety of careers: technological, educational, retail commercial service and yes a few still in the agricultural businesses. Erie's small town traditions and values service as the foundation for its development into a modern, full service community.

In 2009 the Town received grant funding for the survey of Twenty Three significant structures within our community. This current grant would enable the Town to conduct a survey of thirteen more potentially historic buildings and or structures within our town.

The Board of Trustees has passed an ordinance creating the Town of Erie Historic Preservation Board and Erie is a Certified Local Government. We enacted a local historic preservation ordinance and have landmarked the Wise Homestead and an earlier Town Hall building. In 1998 the Town began and completed a renovation on the Lincoln School which was built in 1906 and is now used as the current Town Hall and is listed on the National Register of Historic Places.

The Board of Trustees recognizes the importance of preserving the buildings that played so prominently a role in the early day so Erie. Your assistance with this application will be deeply appreciated.

Thank you for your consideration.

Sincerely,

Scott Charles
Trustee
Liaison to the Erie Historic Preservation Board.



Erie Community Library • 400 Powers Street • Erie, CO 80516

March 9, 2015

Director Steve Turner
State Historical Fund
History Colorado Center
1200 Broadway
Denver, CO 80203

Dear Director Turner,

I am writing to show my support for a grant application being submitted by the Erie Historic Preservation Board. Like many former pioneer towns on the Colorado plains, Erie's historical roots are in homesteading, agriculture, and soft coal mining. It would be devastating to lose this history to urban renewal and the frenzy of new development.

Erie is a fast-growing community of young families and professionals who commute to Denver, Boulder and other larger metro areas. It could be easy to overlook older structures as new, developments and central amenities like the library are built. However, as families settle into their new town, they develop an interest in its history. History-focused events like Biscuit Day are growing in attendees every year. Last year, attendees outpaced the supply of biscuits!

Here at Erie Community Library, we collaborate with the Erie Historic Preservation Board and the Erie Historical Society to present a history series of speakers every year. And every year, the best attended programs are those that focus on Erie specifically.

We regularly receive requests at our library for information on the history of Erie and the books on the subject are always checked out. Clearly, a historical sense of place is valued in this community.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Steph Myers", with a long horizontal line extending to the right.

Steph Myers
Adult Services Librarian
Erie Community Library
400 Powers St.
Erie, CO 80516

720.685.5222
smyers@highplains.us

Carbon Valley Regional Library • Centennial Park Library • Eaton Public Library • Erie Community Library
Farr Regional Library • Fort Lupton Public & School Library • Glenn A. Jones, M.D. Memorial Library
Hudson Public Library • Kersey Library • Lincoln Park Library • Northern Plains Public Library • Outreach
Platteville Public Library • Riverside Library & Cultural Center

1-888-861-READ (7323) • www.MyLibrary.us



Your Future is Here

Erie Historic Preservation Advisory Board
645 Holbrook Street
P.O. Box 750
Erie, Colorado 80516

March 9, 2015

Mr. Patrick Eidman
Preservation Planner
Office of Archaeology and Historic Preservation
1200 Broadway, Denver, Co 80203

Dr Mr. Eidman

The Erie Historic Preservation Advisory Board would like to express our strong support for the Town of Erie's request for a matching grant from the State Historic Fund to continue the process of surveying and protecting the historic properties of Erie.

As a Board, we have made a commitment to develop our expertise and to champion the value of protecting irreplaceable properties for future generations. We believe that our community benefits from protecting the past, and have dedicated our efforts to create a positive, cooperative attitude toward preservation. We believe that conducting intensive survey on the properties identified in this grant, will significantly contribute to our ability to ultimately achieve this goal.

Our community is growing rapidly and the development pressure is great. Many of the new residents have little knowledge of Erie's 140 years of history. Fortunately our Board of Trustees is supportive of our efforts to save the heritage of our community. Please help us develop the information necessary to advance our common goal.

Thank you for your consideration of our application.

Sincerely,

Erie Historic Preservation Advisory Board



**THE ERIE HISTORICAL
SOCIETY
P.O. BOX 156
ERIE, COLORADO, 80516**

March 12, 23015

Director, Colorado State Historical Fund
1200 Boadway St.
Denver, CO 80203

Dear Director,

The Erie Historical Society supports the historical survey of the properties on the enclosed list. These were reviewed by a previous team who recommended they be surveyed in detail. This is part of a project of the Erie Historical Preservation Board to continue to preserve the unique characteristics of this small town.

The Erie Historical Society encourages the granting of the money for this survey.

Sincerely

Allan C. Wise

Erie Historical Society
Allan C. Wise, President.

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

SUBJECT: **CONSENT AGENDA**
 Consideration of Resolution 15-44: A Resolution Authorizing Award Of A Design Contract To JVA, Incorporated, for the County Line Road – Bonnell to Telleen Design Project, In The Amount Of \$92,800.00; And Setting Forth Details In Relation Thereto.

DEPARTMENT: Public Works

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

FISCAL	Cost as Recommended:	\$111,500
INFORMATION:	Balance Available:	\$1,035,000 (with rollover appropriation of 2014 funds)
	Budget Line Item Number:	300 . 70 . 110 . 605000 . 100094
	Fund:	Transportation Impact Fund
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Approving Resolution 15-44 awarding said contract, authorizing the Mayor to execute said contract, authorizing Staff to expend contracted funds and contingency funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In an effort to prioritize the use of Transportation Impact Funds, Public Works Staff met with the Town’s Economic Development Coordinator to determine which transportation improvement projects would best benefit economic development and improve safety and operations in Erie. One of the top priorities identified was County Line Road from Bonnell Avenue to Telleen Avenue.

The 2015 Capital Budget includes funds to design improvements to County Line Road from Bonnell Ave. to Telleen Ave. The design will be similar to Erie Parkway which includes;

- Two through lanes each direction.
- An on street bike lane each direction.
- A center median with left turning movements at intersections.
- An 8-foot walk completed on each side.
- Signing, lighting and striping.
- Drainage improvements.
- A traffic signal warrant study and design for the intersection of County Line Road and Austin Avenue.

The southwest corner of Erie Parkway and County Line Road has submitted a sketch plan for a commercial and multifamily development called Four Corners. As part of this design, the chosen consultant will coordinate the design of access locations onto County Line Road with this new development.

A Request for Proposal was posted on the Town's website on February 9, 2015 to ensure that local consultants were notified about this project. No local consultant submitted proposals, however two of the consultants have staff that live in Erie. The Town residents are employees of Loris and Associates and JVA, Incorporated.

The following schedule was used for consultant selection:

Request for Proposal Issued	February 9, 2015
Pre-Proposal Meeting	February 19, 2015
Proposals Due	March 5, 2015
Consultant Selected	March 12, 2015

Staff reviewed 8 proposals. Three of the proposals were determined to not meet the requirements of the Request for Proposal. The following are the fee proposals for the five firms that did meet the requirements of the RFP for design:

Fee Proposal Information

JVA, Incorporated	\$92,800.00
JR Engineering	\$104,475.00
Bowman Consulting	\$131,442.00
Martin/Martin	\$189,000.00
Loris & Associates	\$191,700.00

Staff has met with JVA, Incorporated (JVA) to ensure their project understanding meets Staff's expectations. Staff is recommending awarding JVA this project based on their qualifications, approach to the project, and design cost. JVA has experience with this type of project in Boulder, Granby, Jefferson County, Aurora and Berthoud. JVA has also completed the following design projects for Erie: Arapahoe Ridge Drainage Improvements, Erie Lake By-Pass Waterline and the civil design for Erie Community Park.

Project Budget Summary

Contract	\$92,800.00
<u>Contingency (20%)</u>	<u>\$18,700.00</u>
Total	\$111,500.00

Remaining funds will be used for the construction of the project. The 2015 5-year transportation budget anticipated phasing the construction of the roadway improvements. Staff anticipates constructing the improvements from Bonnell Ave to Erie Parkway in 2016, and the improvements from Erie Parkway to Telleen in 2017. Once a preliminary design and construction cost estimate is complete, the need for phasing will be reevaluated.

RESOLUTION NO. 15-44

A RESOLUTION OF THE TOWN OF ERIE, AWARDING A DESIGN CONTRACT TO JVA, INCORPORATED, FOR THE COUNTY LINE ROAD – BONNELL TO TELLEEN IMPROVEMENT PROJECT IN THE AMOUNT OF \$92,800.00; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to award a Design Contract to JVA, Incorporated for the County Line Road – Bonnell to Telleen Improvement Project in the amount of \$92,800.00; and

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

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

Section 1. That the contract between the Town of Erie and JVA, Incorporated is found to be a reasonable and acceptable contract for the County Line Road – Bonnell to Telleen Improvement Project.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the contract with JVA, Incorporated, for the County Line Road – Bonnell to Telleen Improvement Project in the amount of \$92,800.00 with a contingency not to exceed \$18,700.00

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

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

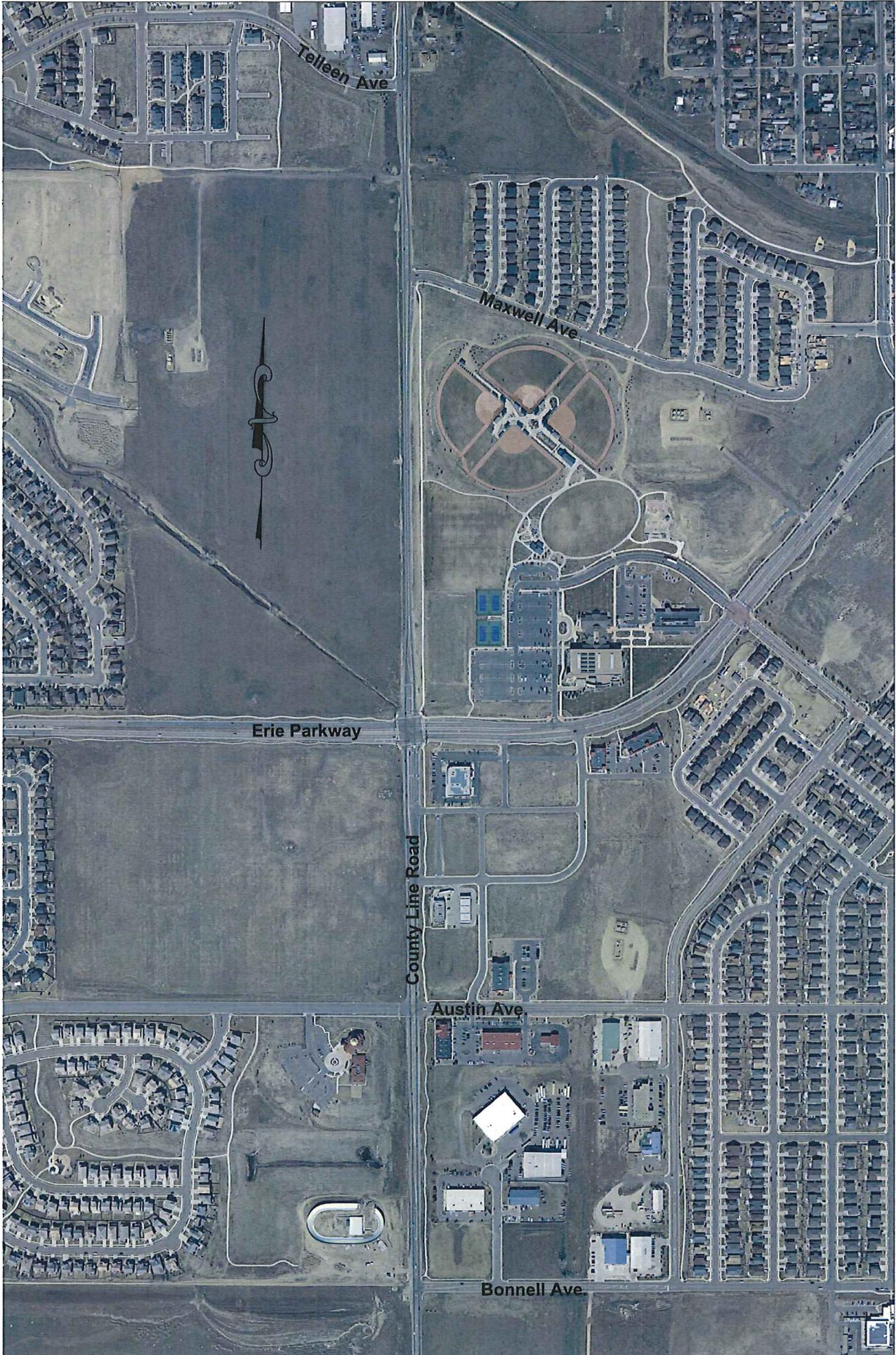
TOWN OF ERIE,
a Colorado municipal corporation

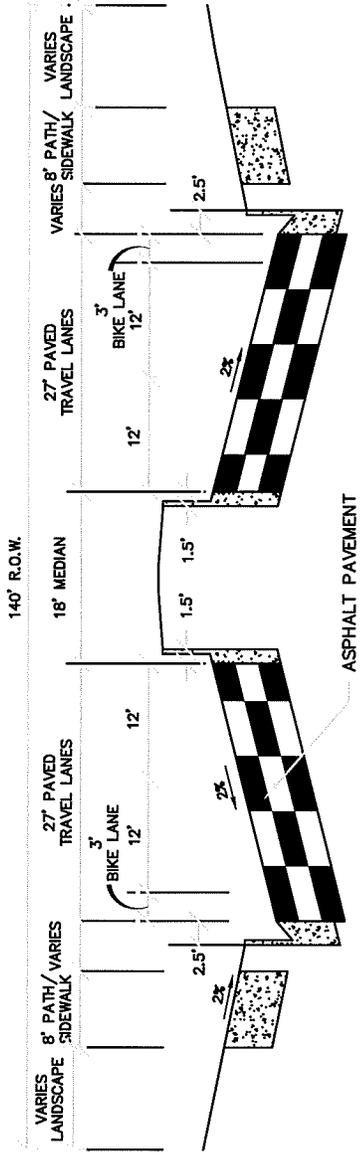
By: _____
Tina Harris, Mayor

ATTEST:

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

County Line Road Bonnell to Telleen





TYPICAL SECTION
FROM BONNELL AVE TO TELLEEN AVE

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

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 15-45: A Resolution for Payment Pursuant to Settlement Agreement for the Windy Gap Project

DEPARTMENT: Public Works

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

FISCAL INFORMATION:

Cost as Recommended:	\$ 88,704.62
Balance Available:	\$ 843,900.00
Budget Line Item Number:	500 . 70 . 110 . 605000 . 100005
New Appropriation Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No

STAFF RECOMMENDATION: Approving Resolution 15-45, authorizing the Staff to expend funds pursuant to Settlement Agreement.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Northern Colorado Water Conservancy District ("NCWCD"), the Municipal Subdistrict, which operates the Windy Gap Project and all of the participants in the Windy Gap Firing Project ("WGFP") approved a Settlement Agreement with downstream ranchers on May 21, 2013. The agreement was entered into to avoid a costly delay to the WGFP that could have resulted from a complaint to the Grand County Board of Commissioners alleging that the Municipal Subdistrict was in violation of its 1041 Permit and Special Use Permit. The Settlement Agreement also protected the NCWCD, Municipal Subdistrict and WGFP participants from future potential lawsuits by the ranchers under the original Windy Gap Agreement, the legislature authorizing the Colorado-Big Thompson ("CBT") Project, and the Colorado Water Conservancy Act.

The settlement was discussed at length and after all factors were considered, it was agreed that a \$4 million payment would be made to the downstream ranchers to avoid the costs and uncertainty of a lawsuit would have delayed the WGFP for a significant amount of time. The money will be used to replace and repair irrigation systems and for stream restoration. The settlement represented 1.5% of the total cost of the Windy Gap Firing Project. The Settlement Agreement also replaced the language in the authorizing legislation for the CBT Project, Senate Document 80, which was ambiguous as to the requirements to maintain downstream irrigation pumps and systems.

The settlement benefitted NCWCD, the Municipal Subdistrict and the Windy Gap Firing Project participants. Based upon respective benefits, NCWCD agreed to pay \$1 million, Windy Gap participants agreed to pay \$1 million and the WGFP participants agreed to pay \$2 million, since it received the most benefit from the Settlement Agreement. This is the last of three payments made by the Town of Erie and the other participants.

The attached invoice has two line items based upon the Town of Erie's pro-rata ownership in the Windy Gap Project and the WGFP. The total amount was also included in the Town of Erie's 2015 budget.

Staff recommends the Board of Trustees authorize the payment of \$88,704.62 due and owing under the Settlement Agreement.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-45
- b. Settlement Agreement
- c. Municipal Subdistrict Invoice

**RESOLUTION NO. 15-45
TOWN OF ERIE, COLORADO**

A RESOLUTION OF THE TOWN OF ERIE, COLORADO, APPROVING A PAYMENT OF \$88,704.62 PURSUANT TO THE SETTLEMENT AGREEMENT BY AND BETWEEN THE MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY DISTRICT (“SUBDISTRICT “) RAYMOND C. AND CAROL J. PETERSEN; CHARLES EUGENE PETERSEN TRUST; PENNY LYNN PETERSEN TRUST; SHEPARDSBEND COLORADO, LLC; MARTHA SHEPARD REVOCABLE TRUST; COLORADO RIVER CATTLE RANCH, LLC; RIVERSIDE RANCH COMPANY, LLLP; MCELROY RANCH, LLC; GRAND COLORADO RANCH, LLC; AND BRUCHEZ & SONS LLC (INDIVIDUALLY AND COLLECTIVELY REFERRED TO IN THE AGREEMENT AS “RANCHERS”); AND SETTING FORTH DETAILS IN RELATION THERETO.

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

WHEREAS, the settlement was discussed at length and after all factors were considered, it was agreed that a \$4 million payment would be made to the downstream “Ranchers” to avoid the costs and uncertainty of a lawsuit would have delayed the WGFP for a significant amount of time; and

WHEREAS, the settlement benefitted NCWCD, the Municipal Subdistrict and the Windy Gap FIRMING Project participants and based upon respective benefits, NCWCD agreed to pay \$1 million, Windy Gap participants agreed to pay \$1 million and the WGFP participants agreed to pay \$2 million, since it received the most benefit from the Settlement Agreement. This is the last of three payments made by the Town of Erie and the other participants; and

WHEREAS the payment of \$88,704.62 is the Town of Erie’s pro-rata ownership in the Windy Gap Project and the WGFP. The total amount was also included in the Town of Erie’s 2015 budget; and

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

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

- Section 1.** The payment of the Town of Erie’s portion of the Settlement Agreement by and between the “Subdistrict” and the “Ranchers” in the amount of \$88,704.62 is hereby approved.
- Section 2.** The appropriate Town officers are hereby authorized and directed to authorize this payment.
- Section 3.** Staff is authorized to expend the payment due under said Settlement Agreement.

ADOPTED AND APPROVED THIS 24TH DAY OF MARCH, 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

RECEPTION#: 2013004683, 05/29/2013 at
10:55:01 AM,
1 OF 38, R \$196.00 , Additional Names
Fee: Doc Code:AGR
Sara L. Rosene, Grand County Clerk,
Colorado

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement"), is entered into by and between the Municipal Subdistrict, Northern Colorado Water Conservancy District ("Subdistrict") and Raymond C. and Carol J. Petersen; Charles Eugene Petersen Trust; Penny Lynn Petersen Trust; Shepardsbend Colorado, LLC; Martha Shepard Revocable Trust; Colorado River Cattle Ranch, LLC; Riverside Ranch Company, LLLP; McElroy Ranch, LLC; Grand Colorado Ranch, LLC; and Bruchez & Sons, LLC (individually and collectively referred to in this Agreement as "Ranchers"). For purposes of this Agreement, the Subdistrict and the Ranchers may be collectively referred to herein as the "Parties."

The Parties enter into this Agreement in order to avoid future litigation relating to the Systems and System Lands as defined in paragraph 1(b) and 1(c) below. In consideration of the mutual promises, conditions, covenants, and agreements below, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged and confessed, the Parties hereby agree as follows:

1. Definitions.

- (a) "1980 Agreement" refers to the "Agreement Concerning the Windy Gap Project and the Azure Reservoir and Power Project" dated April 30, 1980 (attached as **Exhibit A**).
- (b) "Systems" are the physical infrastructure necessary to irrigate the lands historically and/or presently irrigated by the following twelve pumps and/or diversion structures, including replacements at the existing or an alternate location:
- (1) Ennis Pump & Ditch System with a capacity of 8 cfs;
 - (2) Orr Pump No. 1 with a capacity of 4 cfs;
 - (3) Petersen Pump with a capacity of 1 cfs;¹
 - (4) Orr Pump No. 2 with a capacity of 8 cfs;
 - (5) McElroy State Pump with a capacity of 8 cfs;
 - (6) Thompson No. 1 with a capacity of 13.84 cfs;
 - (7) TA Engle Ditch No. 1 with a capacity of 10 cfs;
 - (8) TA Engle Ditch No. 2 with a capacity of 2 cfs;
 - (9) TA Engle Ditch No. 4 (aka TA Engle Ditch No. 1 in District 50) with a capacity of 4 cfs;
 - (10) McElroy Ditch No. 1 with a capacity of 12 cfs;
 - (11) McElroy Ditch No. 2 with a capacity of 12 cfs; and
 - (12) Martin Pump No. 1 with a capacity of 6 cfs.
- (c) "System Lands" are the parcels of land historically and/or presently irrigated by the Systems, more particularly described in the attached **Exhibit B**. System Lands are included within the description of "lands in the vicinity of Kremmling" as used in Senate Document No. 80 and are located within the natural basin of the Colorado

¹ The Petersen Pump was historically part of the Orr Pump No. 1, which originally had a capacity of 5 cfs.

River for purposes of § 37-45-118(1)(b)(II), C.R.S. (2012). System Lands do not include lands irrigated by any other water rights and/or diversion structures owned by the Ranchers that do not utilize the Systems. To the extent there are lands owned by the Ranchers that are irrigated by both the Systems and other water rights and/or diversion structures, those lands are included within the defined term of System Lands. System Lands are only included in this Agreement as expressly referenced herein.

- (d) "Stream Restoration Work" means (i) any work associated with the Systems at their existing or any future locations; (ii) any work related to historic or future impacts of the rock and/or check structures identified in paragraph 1(d)(iii) below; or (iii) any work needed to replace, correct, restore or otherwise repair the five rock and/or check structures at the following locations:

	Longitude*	Latitude*
Structure No. 1	-106.327323	40.045188
Structure No. 2	-106.374941	40.043467
Structure No. 3A	-106.373689	40.045191
Structure No. 3B	-106.372809	40.045895
Structure No. 4	-106.395253	40.043987

*North American Datum 1983 (NAD83)

- (e) The "Ranchers' Authorized Representative." William H. Thompson, Jr. shall be the sole authorized representative of the Ranchers for purposes of this Agreement. The Ranchers may, by written notice to the Subdistrict executed by each Rancher, designate a different sole representative of the Ranchers for the purposes of this Agreement.

2. **Payments.**

- (a) In consideration of the release set forth below and the other consideration described herein, the Subdistrict hereby agrees to pay Ranchers the sum of FOUR MILLION and 00/100 Dollars (\$4,000,000.00), the receipt and sufficiency of which is hereby acknowledged by the Ranchers (the "Payment"). This Payment shall be made as follows: (i) a cash payment of \$100,000 is due five business days after the date the Subdistrict has received from Ranchers an original of this Agreement executed by each Rancher and their legal counsel; and (ii) the remainder of the Payment shall be made in three equal installments with the first installment due 30 days after the delivery of the fully executed Agreement pursuant to paragraph 2(a)(i) above and each installment thereafter due on April 15th of each subsequent year. Except for compliance with the express requirements of paragraphs 3, 9 and 10 of this Agreement, the Payment shall not be contingent on anything, including, but not limited to, whether the Subdistrict receives all necessary permits, decrees, and/or other approvals to move forward with its proposed Windy Gap Firing Project.
- (b) The Payment due under this Agreement shall be made by the Subdistrict by wire transfer to the account identified in writing by the Ranchers' Authorized Representative.

3. Account.

The Payment shall be made to the account established by the Ranchers pursuant to paragraph 2 above. The obligation of the Subdistrict with respect to a Payment shall be fully discharged upon the transfer of the funds required for a Payment to the account, and the Subdistrict shall have no obligation or liability for administration of the account or the disbursement of funds from the account to the Ranchers. Funds from the account shall only be used for payment and/or reimbursement of expenses incurred for the replacement, repair, and other costs, including legal fees, associated with the Systems, Stream Restoration Work, or other expenses or expenditures that will enable the Systems to operate more efficiently. The Municipal Subdistrict shall not be in breach of this Agreement for failure to make a Payment if there is no authorized account at the time of a Payment.

4. Release.

In consideration of the Payment, the Ranchers, both individually and collectively, agree to release, forgive, and discharge the Subdistrict and Northern Colorado Water Conservancy District ("Northern Water") from any and all past, present, or future liability or claim of liability or causes of action regarding the operation of or the obligation to provide, maintain, repair, or replace the Systems, regardless of whether any such claim is brought pursuant to or relying on (a) the first and third sentences of paragraph (j) of the Manner of Operation of Project Facilities and Auxiliary Features of Senate Document Number 80, Seventy-fifth Congress, 1st Session; (b) Part V, paragraph 16 of the 1980 Agreement, along with the individual contracts entered into in order to meet the requirements of said paragraph; (c) the statutory provision set forth in §37-45-118(1)(b)(II), C.R.S. (2012) of the Colorado Water Conservancy Act on the basis that the Systems are required in order to not impair or increase in cost the diversion of water by the Ranchers; (d) any Grand County 1041 Permit and/or Special Use Permit or other authorization for the Windy Gap Project or Windy Gap Firming Project; (e) the Stream Restoration Work; (f) any other agreement, regulatory requirement, or statute; or (g) the allegations relating to the Systems contained in the letters and accompanying affidavits dated August 21 2012, from the Ranchers to the Grand County Commissioners and Grand County Manager, and September 6, 2012, from the Ranchers to the Grand County Planning Director. The Ranchers also agree to not sue the Subdistrict or Northern Water regarding claims within the scope of this Release. To the extent that any of the Ranchers or any related or affiliated entity acquires or leases the TA Engle Ditch No. 3 and/or the Thompson No. 2 pump or diversion structures, these facilities shall also be included within the scope of this Release.

5. Water Rights.

Nothing in this Agreement alters, amends, or modifies the priority of or right to enforce the use of the water rights associated with the Systems or the language contained in the second sentence of paragraph (j) of the Manner of Operation of Project Facilities and Auxiliary Features of Senate Document No. 80, which provides that "the rights to the use of water for the irrigation of lands in the vicinity of Kremmling shall be considered to have a date of priority earlier than that of the rights to the use of water to be diverted through the works of this project

to the eastern slope.” Moreover, the water rights which have not been historically diverted by the Systems are not a part of this Agreement.

6. Amendment of the 1980 Agreement.

This Agreement amends and supersedes only Part V, paragraph 16 of the 1980 Agreement with regard to the Systems, along with the individual contracts entered into in order to meet the requirements of said paragraph 16, and extinguishes any and all rights, claims, complaints, demands, or causes of action under Part V, paragraph 16 of the 1980 Agreement, along with the individual contracts entered into in order to meet the requirements of said paragraph. This Agreement does not modify, supersede, or otherwise alter paragraphs 13, 14, 18, 20, 24, 26, 34, 38, and 42 of the 1980 Agreement and these paragraphs remain valid and enforceable.

7. Compliance with Senate Document No. 80.

Except as expressly provided in paragraph 4(a) of this Agreement, nothing in this Agreement (a) allows the Subdistrict to change its obligations to operate the Windy Gap Project and/or the Windy Gap Firing Project in compliance with the provisions of Senate Document No. 80, or (b) allows Northern Water to change its obligations to operate the Colorado-Big Thompson Project in compliance with the provisions of Senate Document No. 80.

8. Taxes.

The Ranchers agree that the Subdistrict is not responsible for any taxes associated with the Payment.

9. No Opposition.

The Ranchers agree to not file a statement of opposition to or otherwise oppose the Subdistrict's application to water court that seeks to incorporate the terms of the Intergovernmental Agreement among the Subdistrict, Grand County, Middle Park Water Conservancy District, Colorado River Water Conservation District, and the Northwest Colorado Council of Governments, as executed by Grand County on December 4, 2012, into the decrees for the Windy Gap water rights. The Ranchers agree to not file comments regarding, request the inclusion of conditions in, or oppose the granting or issuance of federal, state or local permits or authorizations for the Windy Gap Firing Project. The Ranchers will not be required to provide any other assistance to the Subdistrict with regard to the Windy Gap Project or the Windy Gap Firing Project.

10. Dismissal of Action.

Upon the execution of this Agreement by the Parties, the Ranchers also agree to withdraw, with prejudice, and not refile their complaint to the Grand County Board of Commissioners alleging that the Subdistrict is in violation of its 1041 Permit and Special Use Permit associated with the Windy Gap Project with regard to the Systems.

11. No Admission of Liability.

Nothing in this Agreement is an admission of liability, or waiver, or relinquishment of any legal or factual claim or defense on the part of the Subdistrict or Northern Colorado Water Conservancy District with respect to the Systems or System Lands, or pursuant to any existing federal, state, or local statutory, regulatory, or contractual obligations or requirements related to the Windy Gap Project, Windy Gap Firing Project, or Colorado-Big Thompson Project.

12. Perpetual Agreement and Release.

This Agreement shall be perpetual in nature and constitute a covenant running with the Systems and System Lands, and shall inure to the benefit of and be binding on the heirs, successors, administrators, and assigns of the Ranchers, irrespective of any change in ownership of the Systems or System Lands. This Agreement shall be recorded in the real property records in Grand County, Colorado.

13. Warranty of Capacity to Execute Agreement.

- (a) The Parties expressly warrant and represent that they are legally competent and authorized to execute this Agreement. The Parties further expressly warrant and represent that, before executing this Agreement, they have been fully informed of its terms, contents, conditions, and effect of this Agreement.
- (b) The Parties hereto acknowledge that the Parties have, through their respective counsel, participated in the preparation of this Agreement and it is understood that no provision hereof shall be construed against any party by virtue of the activities of such party or such party's counsel in the preparation of this Agreement.

14. Entire Agreement.

This Agreement embodies the entire agreement among the Parties and may be amended only by an instrument in writing executed jointly by the Parties hereto. The Parties agree that signatures on facsimile or other copies of this Agreement shall be treated as if they were the original signature for all purposes. This Agreement may be executed in counterparts.

15. Specific Performance.

The terms of this Agreement are specifically enforceable. The obligations of the Ranchers are only enforceable against them severally, not jointly.

16. Construction.

This Agreement was negotiated and drafted with the assistance of counsel for all of the Parties. The Parties agree that the prior drafts of this Agreement are not relevant to the construction or implementation of this Agreement.

17. Governing Law.

This Agreement is intended to be performed in the State of Colorado and the substantive law of the State of Colorado shall govern the validity, construction, enforcement, and interpretation of this Agreement.

18. Notice.

If to the Subdistrict:

Municipal Subdistrict, Northern Colorado Water Conservancy District
220 Water Avenue
Berthoud, Colorado 80513
Telephone: 1-800-369-7246
Fax: 970-532-0942
Attention: General Manager

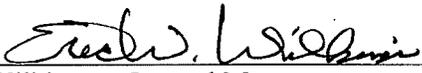
If to the Ranchers' Authorized Representative:

William H. Thompson, Jr.
P.O. Box 826
Kremmling, CO 80459
Telephone: 970-724-3853

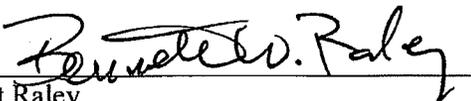
THIS AGREEMENT shall inure to and be binding upon the Parties, their successors, and assigns.

Dated and signed this 21 day of May, 2013.

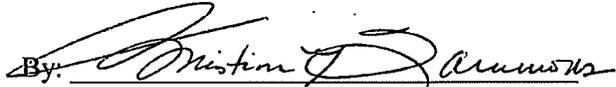
MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

By: 
Eric Wilkinson, General Manager .

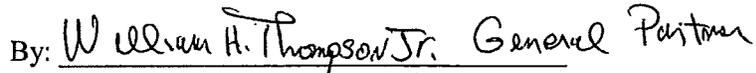
TROUT, RALEY, MONTAÑO, WITWER & FREEMAN, PC

By: 
Bennett Raley
Peggy Montaña
Attorneys for the Municipal Subdistrict

MCELROY RANCH, LLC

By: 
Christina M. Sammons, Member & Manager
McElroy State Pump and McElroy Ditch Nos. 1 and 2

RIVERSIDE RANCH COMPANY, LLLP

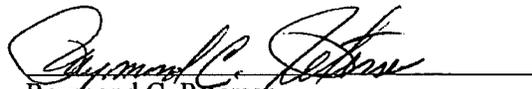
By: 
William H. Thompson, Jr., General Partner
Thompson No. 1 and TA Engle Ditch Nos. 1, 2, and 4

SHEPARDSBEND COLORADO, LLC

By: _____
Martha C. Shepard, Sole Member
Orr Pump No. 1 (aka Holdcroft Pump No. 1)

MARTHA SHEPARD REVOCABLE TRUST

By: _____
Martha C. Shepard, Trustee
Orr Pump No. 2 (aka Holdcroft Pump No. 2)


Raymond C. Petersen


Carol J. Petersen
Petersen Pump and 6 cfs of the Ennis Pump & Ditch System

MCELROY RANCH, LLC

By: _____
Christina M. Sammons, Member & Manager
McElroy State Pump and McElroy Ditch Nos. 1 and 2

RIVERSIDE RANCH COMPANY, LLLP

By: _____
William H. Thompson, Jr., General Partner
Thompson No. 1 and TA Engle Ditch Nos. 1, 2, and 4

SHEPARDSBEND COLORADO, LLC

By: 
Martha C. Shepard, Sole Member
Orr Pump No. 1 (aka Holdcroft Pump No. 1)

MARTHA SHEPARD REVOCABLE TRUST

By: 
Martha C. Shepard, Trustee
Orr Pump No. 2 (aka Holdcroft Pump No. 2)

Raymond C. Petersen

Carol J. Petersen
Petersen Pump and 6 cfs of the Ennis Pump & Ditch System

CHARLES EUGENE PETERSEN TRUST

(aka Charles Eugene Petersen Trust Under Agreement dated December 29, 1988)

By: Carol J. Petersen, Trustee
Carol J. Petersen, Trustee
Petersen Pump and 6 cfs of the Ennis Pump & Ditch System

PENNY LYNN PETERSEN TRUST

(aka Penny Lynn Petersen Trust Under Agreement dated December 29, 1988)

By: Carol J. Petersen, Trustee
Carol J. Petersen, Trustee
Petersen Pump and 6 cfs of the Ennis Pump & Ditch System

COLORADO RIVER CATTLE RANCH, LLC

By: Robert G. Young, Manager
Robert G. Young, Manager
Martin Pump No. 1

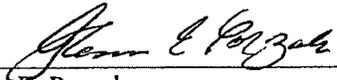
GRAND COLORADO RANCH, LLC

By: Arthur L. Bruchez, Manager
Bruchez & Sons, LLC, Manager
By Arthur L. Bruchez, Its Manager
2 cfs of the Ennis Pump & Ditch System

BRUCHEZ & SONS, LLC

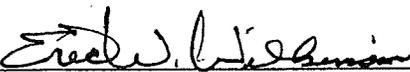
By: Arthur L. Bruchez, Manager
Arthur L. Bruchez, Manager
2 cfs of the Ennis Pump & Ditch System

PORZAK BROWNING & BUSHONG LLP

By: 
Glenn E. Porzak
Karen L. Henderson
Attorneys for the Ranchers

Accepted and agreed to this 21 day of May, 2013.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By: 
Eric Wilkinson, General Manager

AGREEMENT CONCERNING THE WINDY GAP PROJECT
AND THE AZURE RESERVOIR AND POWER PROJECT

PART I

MAY 2 1980

PARTIESCOLORADO RIVER WATER
CONSERVATION DISTRICT

The following named entities and persons are the Parties to this Agreement:

A. Municipal Subdistrict, Northern Colorado Water Conservancy District, herein designated as "Subdistrict" is a political subdivision of the State of Colorado, created under the provisions of C.R.S. 1973, 37-45-101, et seq., for the purposes stated therein, and by Order of the Weld County District Court, pursuant to said statute, on July 6, 1970.

B. Colorado River Water Conservation District, herein designated as "River District," is a political subdivision of and a body corporate under the laws of Colorado, created by the provisions of C.R.S. 1973, 37-46-101, et seq., for the purposes stated therein. The River District was the only protestant in the hereinafter referred to proceedings in Civil Action No. 1768.

C. Northwest Colorado Council of Governments, herein designated as "NWCCOG," is a regional planning commission organized pursuant to C.R.S. 1973, 30-28-105, and an association of local governments contracting pursuant to Article XIV, Section 18 of the Constitution of Colorado and C.R.S. 1973, 29-1-201 et seq., encompassing the Colorado counties of Grand, Eagle, Summit, Jackson, Routt and Pitkin.

D. Grand County is a county of the State of Colorado created by Article XIV of the Colorado Constitution and C.R.S. 1973, 30-5-128, for the purposes stated therein.

E. Middle Park Water Conservancy District, herein designated as "Middle Park" is a political subdivision of the State of Colorado, created under the provisions of C.R.S. 1973, 37-45-101, et seq. for the purposes stated therein.

F. Three Lakes Water and Sanitation District, herein designated as "Three Lakes" is a special district created under the provisions of and for the purposes set forth in C.R.S. 1973, 32-10-101, et seq.

G. Ritschard Cattle Co., Inc.; Joseph McElroy; Isabel McElroy; Olga Hill; Clayton Hill; Howard K. Schmuck, Jr.; Richard P. Doucette; Christine O. Doucette; Jacques Ranch I and Jacques Ranch II, Illinois limited partnerships; Gene Ritschard; David Mayhoffer; John H. McElroy; Mary K. McElroy; Edna L. Palmer; Lloyd A. Palmer; Leo Marte; Eunice Marte; Jessie Joyce Thompson; David Howard Thompson; John Sheriff; Ida L. Sheriff; H. Grady Culbreath; J. Gail Culbreath; John L. Kemp; Crockett C. Kemp; William Henry Thompson; Anita Lewis Thompson; Skylark Ranch Company, a Colorado corporation; Charles G. Broady; Phyllis Broady; Blanche Cowperthwaite dba Gore Canyon, Ltd.; Colorado River Land Corporation; Sunset Associates, a partnership; (herein designated as "Ranchers,"), their successors and assigns, are, among others, owners of ranches on the Colorado River below its confluence with the Fraser River and above its confluence with the Blue River, which in some manner may be affected injuriously by the construction of the Subdistrict's Windy Gap Project.

H. The Town of Granby, the Town of Hot Sulphur Springs, Stanley Broome, Richard P. Doucette and Winter Park Water and Sanitation District and several of the Ranchers are objectors or have entered their appearance in Case No. W-4001, Water Division 5.

PART II

DEFINITIONS

A. Windy Gap Project. A water diversion storage and conveyance system commencing at a point on the Colorado River just below its confluence with the Fraser River and

terminating at Lake Granby, which lake is a part of the Colorado - Big Thompson Project.

B. Azure Reservoir and Power Project. A proposed water storage and hydroelectric power project located on the main stem of the Colorado River approximately 8-1/2 miles west of the Town of Kremmling.

C. Una Reservoir. A proposed water storage and hydroelectric project on the mainstem of the Colorado River located in DeBeque Canyon near the Town of DeBeque.

PART III

RECITALS

A. In 1968, Ralph H. Price, as trustee for the cities of Boulder, Longmont, Estes Park, Loveland, Fort Collins, and Greeley filed claims for certain conditional water rights for the Windy Gap Water System, hereinafter termed the "Windy Gap Project" in the District Court for Grand County in a supplemental water adjudication, Civil Action No. 1768, and under the provisions of the 1943 Adjudication Act. The claims were subsequently assigned and deeded to Subdistrict upon its creation.

B. In April, 1972, hearings on the claims were held by Michael D. White, a Referee, appropriately appointed to conduct such hearings. On April 8, 1974, Referee White entered his findings, conclusions of law and recommendations, and subsequently, after several additional hearings before both Charles F. Stewart and George E. Lohr, Water Judges for Water Division 5, Judge Lohr by Order dated February 23, 1978, granted the conditional decrees sought by Subdistrict.

C. Upon the granting of the conditional decrees for Subdistrict's Windy Gap Project, River District appealed Judge Lohr's decision to the Supreme Court of Colorado, Docket No. 28417, where on September 14, 1979, the Supreme Court reversed Judge Lohr's decision and remanded the action

to the Water Court of Water Division 5 for further proceedings. Upon Petition of the Parties, the Supreme Court has now extended the time for filing petitions for rehearing to May 1, 1980.

D. Since the decision of the Supreme Court on September 14, 1979, representatives of Subdistrict, River District, NWCCOG, Grand County, Middle Park, and the Ranchers have met upon numerous occasions to resolve the differences existing between the Parties in an effort to reach an agreement which would permit Subdistrict to construct its Windy Gap Project by devising a plan for the design, construction and operation of the Project which would comply with the provisions of C.R.S. 1973, 37-45-118(1)(b)(IV) and to mitigate any and all adverse impacts thereof.

E. On December 12, 1978, Subdistrict filed an application for water right in the Water Court for Water Division 5 (Case No. W-4001) seeking an enlargement of its conditional decree for the Windy Gap Pump, Pipeline and Canal by 100 cubic feet per second. This application has been objected to or entries of appearance made, by NWCCOG, River District, Middle Park, Town of Granby, Jacques Ranch I and Jacques Ranch II, Richard P. Doucette, Town of Hot Sulphur Springs, Winter Park Water and Sanitation District, Board of Grand County Commissioners for Grand County, Ritschard Cattle Co., Inc. and Stanley Broome. The application is presently pending in Water Division 5.

F. The Parties have reached an agreement as a result of such meetings and discussions referred to above in Part III, paragraph D, and now wish to execute this Agreement specifying the terms and conditions thereof.

THEREFORE, in view of the foregoing, the Parties hereby agree as follows:

PART IV

PURPOSE OF AGREEMENT

1. The purpose of this Agreement is (1) to permit the Subdistrict immediately to commence and complete the construction of its Windy Gap Project, as evidenced by its decrees, and (2) to permit the immediate planning of the Azure Reservoir and its power features, herein designated as the "Azure Reservoir and Power Project," in order that the Project may be under construction within fifteen (15) years from the date hereof or sooner.

2. Implementation of the provisions of this Agreement satisfies and constitutes compliance by Subdistrict of its obligations under C.R.S. 1973, 37-45-118(1)(b)(IV), insofar as the Parties hereto are concerned, and is in compliance with all requirements for obtaining valid conditional water rights for all components of the Windy Gap Project.

3. Implementation of the provisions of this Agreement will constitute compliance with all objections to the Draft Environmental Impact Statement for the Windy Gap Project by any Party hereto, furnishes satisfactory mitigation measures for the development of the Windy Gap Project and following a hearing and decision of the Grand County Commissioners under paragraph 36 (assuming the decision is favorable) will constitute compliance with all valid permitting requirements imposed by any of the Parties.

4. Implementation of the provisions of this Agreement, specifically Part V, paragraph 16, is to insure that Subdistrict will plan, design and construct such facilities as are necessary to allow Ranchers to continue to divert their existing senior decrees at no additional cost other than that which would have occurred had the Windy Gap Project not have been constructed.

5. The Agreement constitutes a desirable and practical method and approach for the financing and construction

of the Azure Reservoir and Power Project for the benefit of the prospective users of Colorado River water for irrigation and other beneficial consumptive uses, and, further implementation of this Agreement by all Parties is a further step in providing continued cooperation of both the East and West Slopes of Colorado in the development of all of Colorado's water resources for the beneficial use of all citizens of the State of Colorado.

PART V

AGREEMENTS OF SUBDISTRICT

6. Subdistrict, as expeditiously as reasonably possible, will use its best efforts to cause the Azure Reservoir and Power Project to be constructed at or near its decreed location on the Colorado River to its maximum feasible capacity at the Subdistrict's sole cost and at no cost to the River District, except as hereinafter provided, or to any citizen or entity of Colorado West of the Continental Divide, including Jackson County. Provided, however, that determination of the maximum feasible capacity of Azure Reservoir (estimated to be 28,000 to 30,000 acre feet) shall include an evaluation of the cost effectiveness of protective works and facilities required to prevent interference with the maintenance and use of the Denver and Rio Grande Railroad. In determining cost effectiveness, if the incremental value (over the life of the Azure Project) of the gain in storage capacity and power production by construction of protective works exceeds the cost of such works, such protective works shall be included as part of the Project. All necessary Federal, State or local permits and licenses required by law shall be obtained by Subdistrict at its sole cost. River District will cooperate and aid, including participation as a joint applicant, Subdistrict in obtaining such permits and licenses. Costs incurred by the River District in cooperating, aiding, or as a joint applicant, in the obtaining of necessary permits or licenses shall be borne by River District.

7. All water released from Azure Reservoir shall, unless impracticable, be released through the power plant, and all power produced from Azure Power Plant shall be marketed upon terms and conditions mutually satisfactory to the Subdistrict and River District by an entity to be selected by the Subdistrict and River District. Revenues produced from the marketing of said power shall be applied in the following order:

First: To payment of all annual operation and maintenance costs associated with Azure Reservoir and Power Project including the maintenance of adequate contingency funds.

Second: To payment of annualized debt service (including therein preconstruction costs and those costs incurred by Subdistrict pursuant to paragraph 16) incurred by the Subdistrict in the construction of Azure Reservoir and Power Plant for the repayment period of any bonds issued to finance the Azure Reservoir and Power Project.

Third: To payment to Middle Park for hydroelectric power produced from Middle Park water released pursuant to paragraph 9, subparagraph First.

Fourth: All sums remaining after the payments contemplated in subparagraphs First, Second and Third (or after retirement of all debt described in subparagraph Second) shall be divided equally between Subdistrict and River District to be utilized as they may individually determine; or, Subdistrict may elect to receive its one half of the revenues in electrical energy or to have its one half of any such revenues applied to the payment of its power costs for the Windy Gap Project.

8. Title to the Azure Reservoir and Power Project facilities or alternate facilities contemplated hereunder will be transferred by Subdistrict to River District upon

repayment of all advance costs incurred by Subdistrict following the date of this Agreement in the development of said Project or as may be provided for or required by any bond covenants entered into by Subdistrict for the financing of the Azure Reservoir and Power Project.

9. The capacity of Azure Reservoir, with due regard being given to Project hydroelectric capabilities, shall be allocated as follows:

First: An amount not to exceed 2000 acre feet of water to Middle Park to be marketed by that entity within the geographic area of Middle Park or as may be authorized by statute. On or before the first day of each water year Middle Park shall notify the entity operating Azure Reservoir and Power Plant, the Subdistrict and the River District, of the quantity of water to be allocated to Middle Park for which Middle Park has or expects contracts for the use thereof in the coming water year. Such quantity of water will be retained to Middle Park's account, to be released as directed by Middle Park. The volume of water, if any, not disposed of by Middle Park up to said 2000 acre feet shall be disposed of pursuant to the provisions of subparagraph Third of this paragraph 9, provided, however, that all power revenues produced from said 2000 acre feet shall be credited to the account of Middle Park pursuant to paragraph 7, subparagraph Third. In the event Middle Park exercises its option upon completion of Azure Reservoir to utilize its additional 1000 acre feet of water in Azure Reservoir as set forth in paragraph 17, then the figure of 2000 acre feet herein shall be changed to 3000 acre feet.

Second: An amount not to exceed 3000 acre feet of water to Subdistrict to be used as replacement for out-of-priority diversions of the Windy Gap Project;

provided, if not so needed on an annual basis on or before October 31 of each year, then such water will be subject to the provisions of subparagraph Third of this paragraph 9. The amount of water herein allocated to Subdistrict may be reduced to 2000 acre feet depending on the election of Middle Park as provided in Paragraph 17.

Third: The balance of the water yield of Azure Reservoir shall be marketed by River District in Colorado for the benefit of western Colorado on terms and conditions to be determined by River District. All revenues derived from the marketing of this water shall be the property of River District. Provided, the allocations herein made shall be subject to the operational priorities established in paragraph 10 hereof. Should a dispute arise between the Parties hereto concerning any conflict between the operating priorities described in paragraph 10 and a specific contract for disposition of Azure water, it shall be resolved by the Water Judge for Water Division 5, subject to appeal as provided by law. The Ranchers to the extent of their interest, if any, shall be represented in any such proceeding by Middle Park and River District pursuant to said District's statutory obligations at no cost to the Ranchers.

10. Azure Reservoir and Power Project shall be operated by an entity to be selected by mutual agreement between Subdistrict and River District. The reservoir shall be operated by the selected entity as nearly as practicable according to the following priorities:

First: To comply with and satisfy the terms and provisions of C.R.S. 1973, 37-45-118(1)(b)(IV):

Second: To satisfy future beneficial consumptive uses of water in Colorado for the benefit of western Colorado and to replace out-of-priority Windy Gap Project diversions as set forth in paragraph 9, subparagraph Second hereof.

Third: To generate hydroelectric power.

Fourth: To the extent compatible with the foregoing primary priorities, for aesthetic, recreational and other nonconsumptive uses, provided, that the operational integrity of the Azure Reservoir and Power Project is maintained and the safety of the public is protected. The governmental entity making use of the Project for these purposes shall assume in a separate agreement with Subdistrict and River District all resulting operational and maintenance costs and all liability of any nature arising from the use of the Project for such public purposes.

11. During preconstruction, design and construction activities, it may be necessary to modify project design or relocate project features. Should such situation arise, decisions related thereto will be made by mutual agreement of Subdistrict and River District with advice of all such changes to Middle Park.

12. At any time during a period of 15 years, or of any extended time mutually agreed upon by Subdistrict and River District, from the date of initiation of construction of the Windy Gap Project, the Subdistrict and the River District may by mutual agreement determine that it is no longer feasible to pursue the construction of Azure Reservoir and Power Project for engineering or other reasons. Should Subdistrict and River District so mutually agree, then likewise by mutual agreement of such parties, an alternate facility shall be selected for construction at the cost of the Subdistrict, which facility shall be located, if practicable, within the geographic area of Middle Park. Said alternate facility shall be comparable to Azure Reservoir in the sense that it can provide substantially similar benefits to the Parties hereto; provided, the hydroelectric features may be omitted if not feasible and the costs and benefits related

thereto likewise may be omitted from the alternate selected. If hydroelectric features are constructed as a part of such alternate facility, the power revenues therefrom shall be distributed and allocated as set forth in paragraph 7. The nonreimbursable costs of construction of such alternate facility shall not exceed, so far as the obligation of Subdistrict is concerned, excluding the costs of compliance with paragraph 16, the sum of \$10,000,000 escalated or deescalated from the date of this Agreement in accordance with the ENR (Engineering News Record) "Irrigation and Hydro Cost Index for the West" to the date of award of contract for the construction of the alternate facility. If said alternate facility has included therein hydroelectric features, Subdistrict shall include in said \$10,000,000 the previously incurred costs relating to the Azure Reservoir and Power Project and the costs of compliance with paragraph 16.

Should construction of the Azure Reservoir and Power Project not be initiated within 15 years from the date of initiation of construction of the Windy Gap Project, or in the case of an alternate facility, within 20 years of said date, and any extension thereof mutually agreed to by River District and Subdistrict, then the Subdistrict shall have the right to apply to the Water Judge for Water Division 5, subject to the right of appeal, for a determination that under the then extant conditions, the Subdistrict's actions hereunder, other than construction of the Azure Project or the alternate facility, constitute adequate compliance with C.R.S. 1973, 37-45-118(1)(b)(IV) to the end that Subdistrict shall be relieved from any further duty in relation to its Windy Gap Project diversions and said statute.

Should the parties hereto agree to forego additional work toward construction of the Azure Reservoir and Power Project or the alternate facility contemplated hereunder, and/or the Water Court should relieve the Subdistrict from any further duty, the Subdistrict shall forthwith assign to

the River District all permits, licenses, engineering plans, drawings, specifications and other material acquired or produced by the Subdistrict or others in connection with the Azure Project or said alternate facility. River District shall have the right to proceed with said Project(s) free of the obligations of this Agreement with respect thereto. To the extent the failure to initiate construction within the periods herein contemplated for Azure Reservoir and Power Plant, or the alternate facility, is due to reasonably avoidable fault or delay on the part of Subdistrict, the time within which construction was to have been initiated shall be extended a like period. For the purposes of this Agreement, the initiation of construction shall be deemed to have occurred on the date construction contracts are signed which result in physical onsite work on the facilities contemplated hereunder. All lands and rights-of-way, if any, acquired by Subdistrict for said Project may be acquired by River District at cost, plus interest thereon at the rate being paid by Subdistrict thereon, if notice of River District's desire to obtain said lands and rights-of-way is given to Subdistrict in writing within six months after any agreement to forego said additional work.

13. Windy Gap Project diversions will be made strictly under the priority system (including exchanges), thus protecting all conditional and absolute water rights senior in priority, unless specifically subordinated to Windy Gap decrees.

14. Subdistrict will comply with all terms and provisions of Senate Document 80 in the design, construction and operation of the Windy Gap Project.

15. The Parties acknowledge and agree that Subdistrict may initiate immediately the construction of its Windy Gap Project prior to the construction of Azure Reservoir and Power Project, which latter facility is intended to comply with the provisions of C.R.S. 1973, 37-45-118(1)(b)(IV);

provided that no water may be diverted from the western slope of Colorado (from streams west of the Continental Divide) through said Windy Gap Project facilities prior to the initiation of construction of such facilities contemplated in paragraphs 6 and 12 hereof, or it is determined that such facilities will not be constructed pursuant to the provisions of paragraph 12; provided, however, that in the event of actual requirements by any or all of the Windy Gap Project participants for water for initial domestic, municipal or power purposes within the boundaries of the Subdistrict, directly or by exchange, diversions to the extent of such requirements may be made with the prior consent of River District and such consent shall not be unreasonably withheld.

Subdistrict shall have the right to make the maximum diversion necessary or possible, pursuant to paragraph 3(d) of that Carriage Contract, Contract No. 14-06-700-7497, between the Northern Colorado Conservancy District, United States of America and Subdistrict, dated October 3, 1973, in any one year only and when the diversion will not interfere with any beneficial consumptive use of water from the Colorado River and its tributaries in western Colorado.

Diversions by the Windy Gap Project prior to completion of adequate facilities for diversion of water by Ranchers shall not interfere with the delivery into Ranchers' diversion facilities of their presently decreed prior rights to water.

16. Subdistrict within one year after initiation of the construction of the Windy Gap Project is under construction, will advance a sum sufficient for the following purposes:

(1) payment of \$25,000 to Grand County for salinity studies of the Colorado River (the results thereof to be made available without cost to all other parties hereto), (2) payment to the Town of Hot Sulphur Springs of \$150,000 for assistance in improving its water treatment facility and \$270,000 for assistance in improving its waste water treatment facility,

and (3) such additional sums as needed for Subdistrict to plan, design and construct facilities needed by the Ranchers for the diversion and delivery of the Ranchers' senior decreed water rights from the Colorado River. Said sums, when paid by the Subdistrict and expended or obligated, shall not be recoverable in the event the Subdistrict voids this Agreement under the terms of paragraph 41 below. Subdistrict shall design and construct such facilities in accordance with specifications approved by the State Engineer. Ranchers agree that the design of any such facility when approved by the State Engineer, constitutes compliance of the design requirements by Subdistrict. Subdistrict agrees to replace and reconstruct such facilities at its own cost if the same prove to be defective at any time within seven (7) years after completion of the Windy Gap Project. If the efficiency or purpose of such facility is rendered ineffective or defective for delivery of existing decreed water to a Rancher because of any action by or operation of Subdistrict, the Subdistrict agrees to correct such defect at its own cost. Subdistrict agrees to process and obtain such permits as necessary to permit construction of Ranchers' facilities.

Individual contracts shall be negotiated with each Rancher in order to meet the requirements of this paragraph, including necessary construction easements, subject, however, to the limitations contained in this Agreement. The contracts for construction of such facilities shall be finalized within 90 days after the Windy Gap Project is under construction, and if not finalized within said period, Subdistrict may proceed to construct said facilities as designed by Subdistrict and approved by the State Engineer.

17. Subdistrict will dedicate and set aside annually, but noncumulatively, the following amounts of water produced from the Windy Gap water supplies to be stored as follows:

(a) Prior to the construction of Azure Reservoir and Power Project, or alternate facility, the Subdistrict will place 3000 acre feet of water in Granby Reservoir for beneficial use, without waste, in Middle Park and will release 2000 acre feet thereof for all beneficial uses, except for instream uses and industrial uses (unless the industrial use is within a municipality and through its municipal water system), and the additional 1000 acre feet of such water for municipal and domestic uses in Middle Park. The release of this 1000 acre feet shall be made only if domestic and municipal uses in Middle Park have not been met adequately from the 2000 acre feet of water previously released.

(b) After the Azure Reservoir and Power Project, or alternate facility, has been constructed, the Subdistrict will place 2000 acre feet of water in Granby Reservoir for beneficial use, without waste, in Middle Park and will release said 2000 acre feet for all beneficial uses, except for instream uses and industrial uses (unless the industrial use is within a municipality and through its municipal water system). Subdistrict will additionally place, at the direction of Middle Park, 1000 acre feet of water in either (1) Azure Reservoir, or the alternate facility, for all beneficial uses in Middle Park and thereby reduce the 3000 acre foot capacity reserved to Subdistrict in paragraphs 9 Second and 29 to 2000 acre feet, or (2) Granby Reservoir for municipal and domestic uses in Middle Park. If said 1000 acre feet is placed in Granby Reservoir, all pumping costs incurred by Subdistrict to store said water in Granby Reservoir shall be reimbursed annually to Subdistrict by Middle Park.

These waters shall be released by Subdistrict, upon request of Middle Park and subject to operational criteria

established by the United States. Any water so stored in Granby Reservoir shall be the last of any Subdistrict water to be spilled from Granby Reservoir, if such spill is required.

18. Subdistrict will not claim the use of Green Mountain Reservoir for replacement purposes for the Windy Gap Project operation.

19. Subdistrict will apply for an NPDES permit for diversion and carriage of water to Granby Reservoir if the same is required by law.

20. Subdistrict will pay its proportionate share of any direct mitigation costs attributable to salinity on the Colorado River which legally may be imposed at a future date by any competent authority and which is proportionately required of all users in Colorado of Colorado River water.

21. Subdistrict agrees to a water classification for Granby Reservoir, Shadow Mountain Reservoir and Grand Lake which will permit all present beneficial uses of these reservoirs or lakes, but reserves its right to contest imposition of water quality regulations on its activities.

22. Subdistrict will not oppose the dredging of Shadow Mountain Reservoir for water quality purposes, provided that such work is scheduled in such a manner as to not interfere with the essential operations of the Colorado-Big Thompson Project and the Windy Gap Project.

23. Subdistrict shall withdraw its opposition to any present River District Water Court proceedings in Water Division 5 and 6. As long as Subdistrict is proceeding diligently in the planning and construction of the Azure Reservoir and Power Project, or its alternate, or the same is constructed, River District agrees not to make a call on Subdistrict water rights for the benefit of any of its present conditional decrees with diversion points on the main stem of the Colorado River above the confluence of the Colorado and Roaring Fork Rivers, nor as to storage below such point on the Colorado

River to the extent the same will probably fill from other sources as determined by mutual agreement between the River District and Subdistrict. In the event of disagreement, such determination shall be made by the Division Engineer, Water Division No. 5. Provided, further, however, that to the extent that vacant capacity in Una Reservoir is created by power releases only, and the water so released not beneficially consumptively used in Colorado, that capacity shall be subordinated to the Windy Gap Project. This Agreement not to call shall become ineffective, except as to the capacity in Una Reservoir created by water releases for power purposes only, in the event of release by the Water Court of Subdistrict's duty to construct Azure Reservoir and Power Project, or its alternate facility. Further, Subdistrict will not oppose any present or future applications of River District in Water Division 5 and 6 unless the same may affect the administration of the Subdistrict's Windy Gap water rights on the main stem of the Colorado River.

24. Subdistrict agrees to bypass at the Windy Gap Reservoir diversion site at all times the lesser of the following: (1) Such amount as may be necessary to satisfy all senior decrees of the Ranchers and to provide such minimum stream flow in that stream segment of the Colorado River below the Windy Gap Project and above the confluence of the Blue River and the Colorado River as may be determined by the Colorado Division of Wildlife and subsequently decreed to the Colorado Water Conservation Board pursuant to C.R.S. 1973, 37-92-102(3), or (2) the natural flow of the river at the Windy Gap Reservoir diversion site if the natural flow is less than (1) hereof. It is the intent of the Parties that the amount of bypass by Subdistrict contemplated herein is based upon valid existing decrees and shall not be increased by future changes in stream regimen caused by changes in point of diversion, changes in type, place or extent of use, or

future junior decrees on this segment of the River, including tributaries thereto. Further, it is not the intent of this provision to preclude Ranchers from exercising their senior rights against any or all junior existing conditional or future rights on the Colorado River or its tributaries or to supersede those rights guaranteed to Ranchers by C.R.S. 1973, 37-86-113.

Further, Subdistrict agrees not to oppose the application for minimum stream flow made by the Colorado Water Conservation Board for this purpose if the same is not in conflict with the provisions hereof, and to assist in supporting the integrity thereof, if necessary.

Subdistrict agrees to the installation, at no cost to Ranchers, of a stream gaging station on the Colorado River in the vicinity of the present diversion structure of the Kinney-Barriger Ditch, and at such other points on the Colorado River as may be necessary as determined by State Engineer and the Colorado Water Conservation Board, to adequately monitor the minimum stream flows as set forth in this paragraph.

25. Subdistrict agrees to subordinate its Windy Gap decrees to all present and future in-basin irrigation, domestic and municipal uses, excluding industrial uses, on the Colorado and Fraser Rivers and their tributaries above the Windy Gap Reservoir site.

26. Subdistrict agrees that no additional water or water supplies will be carried through the Windy Gap facilities unless such conveyance complies with the provisions of C.R.S. 1973, 37-45-118(1)(b)(IV).

27. Subdistrict will cooperate with all parties in permitting public use for recreational purposes of the land owned by Subdistrict at the Windy Gap Reservoir site upstream of the diversion dam, provided that the operational integrity of the Windy Gap Project is maintained and the safety of the public is protected. Grand County, or other responsible

governmental agency, in a separate agreement with Subdistrict shall assume all operation and maintenance costs and all liability of any nature for use of the facility by the public for recreational purposes. Subdistrict will maintain the Windy Gap Reservoir full at all times following the termination of diversions in the fall and prior to the start of diversions in the spring, provided, however, that the reservoir may be temporarily drained during this period for any maintenance or improvements.

28. Three Lakes intends to construct a sewer project that will collect sewage effluent presently discharging into Grand Lake, Shadow Mountain Reservoir and Lake Granby and will carry such effluent to new treatment facilities to be constructed in the Willow Creek drainage. At the request of the Northern Colorado Water Conservancy District, Three Lakes has agreed to construct such ditches and related facilities as are necessary to allow the effluent from its proposed new treatment facilities to flow by gravity to a point on Willow Creek above the headgate of the Bunte Highline Ditch in order to reduce the quantity of water required to be released from Willow Creek Reservoir to meet the call of said ditch. Northern Colorado Water Conservancy District has agreed that the construction of such facilities will satisfy any obligation of Three Lakes that might be asserted to arise because of depletions to Colorado-Big Thompson Project water rights and storage facilities resulting from construction of the Three Lakes project. Except for the costs of the initial construction of the treatment facilities, the ditches and related facilities, and maintenance of them, Subdistrict shall pay any and all costs required to implement the exchange, or incurred as a result of such exchange, of Three Lakes sewage effluent for water that would otherwise be required to be released from Willow Creek Reservoir to meet the call of the Bunte Highline Ditch, including all costs incurred to

obtain any permits or other approvals required by law in order to implement such exchange.

PART VI

AGREEMENTS OF RIVER DISTRICT

29. River District and Middle Park agree to provide for the purpose and subject to the limitation contained in paragraph 9, subparagraph Second, 3,000 acre feet of capacity in Azure Reservoir or substitute facility built pursuant to this Agreement for the use and benefit of the Subdistrict, thereby reducing the entitlement of Middle Park in Azure Reservoir to 2000 acre feet.

30. River District will make satisfactory arrangements to permit joint or other appropriate use by Subdistrict of its pending Federal Energy Regulatory Commission (FERC) application for a preliminary permit for the Azure Reservoir power features or for such other appropriate arrangement as may be agreed upon by River District and Subdistrict.

31. For the purposes of this Agreement the following decrees for Azure Reservoir and Power Plant shall be utilized:

<u>Structure</u>	<u>Water District</u>	<u>Case No.</u>	<u>Adjudicated Date</u>
a. The Azure Reservoir	53	1277	10-19-62
b. First Enlargement of Azure Reservoir	53	1416	9-13-67
c. Azure Reservoir Power Conduit and Power Plant, First Enlargement	Division 5	W-3991	-
d. Such other decrees as may be necessary to operate the Azure Project in accordance with this Agreement.			

<u>Appropriation Date</u>	<u>Priority No.</u>	<u>Amt. Decreed</u>
a. 7-21-58	433	25,583.6 a.f.
b. 7-21-58	482	63,803.5 a.f.
c. 9-29-78	-	1,000 c.f.s.

PART VII

MUTUAL AGREEMENTS OF ALL PARTIES

32. Each Party to this Agreement agrees not to object to the Subdistrict obtaining any and all licenses, permits, rights-of-way or other approvals required to permit the immediate construction of the Windy Gap Project. All such Parties agree to withdraw any former opposition to any such licenses, permits, rights-of-way or other approvals and further to not make any further objections or adverse comments concerning the granting thereof.

33. Each Party to this Agreement will cooperate in obtaining all licenses, permits, rights-of-way, or other approvals necessary or required to permit the construction of the Azure Reservoir and Power Project. If any person or entity not a party to this Agreement should oppose the construction of the Azure Reservoir and Power Project in such a manner that said Project cannot be under construction within 15 years, each Party, to the best of its ability, will do everything possible to encourage the withdrawal of any such objections so as to permit the construction of the Azure Reservoir and Power Project as expeditiously as possible.

34. Each Party hereto will not oppose the granting of Subdistrict's 1967 and 1978 appropriation dates for the various features of the Windy Gap Project and for a new appropriation of not to exceed 200 c.f.s. if such enlargement is necessitated by reason of a need for a bypass imposed by virtue of the provisions of paragraph 24 hereof. Subdistrict may divert under its decrees an amount of water not in excess of 90,000 acre feet in any one year, and not to exceed an average of 65,000 acre feet per year in any consecutive ten year period. It is anticipated by the Parties that the long term annual yield of water to the Subdistrict will be approximately 54,000 acre feet.

35. All Parties agree that Subdistrict may proceed immediately to construct the Windy Gap Project upon filing of a final Environmental Impact Statement by the Water and Power Resources Service (formerly United States Bureau of Reclamation) for the Windy Gap Project and after the appropriate 30 day waiting period has expired, and each agrees to not request or require that a draft Environmental Impact Statement simultaneously be prepared for the Azure Reservoir and Power Project as each Project is a separate and distinct Project which is not dependent upon any other Project for construction. The Parties recognize that if Azure Reservoir and Power Project cannot be built for any reason, an appropriate alternative project may then be selected under the terms of this Agreement and it is impossible now to determine which project, if any, will be built. The Subdistrict and River District agree that the Subdistrict will furnish all data and information necessary to enable the appropriate federal entity to comply with NEPA requirements for the Azure Reservoir and Power Project, or alternative thereto, as a separate project. All environmental concerns among the Parties regarding the Windy Gap Project have been resolved by this Agreement regardless of whether none, all or only one facility is constructed and operated.

36. Grand County, NWCCOG, and Subdistrict further agree that this Agreement is an intergovernmental agreement pursuant to Article XIV, Sec. 18 of the Colorado Constitution and Sec. 29-1-201 to 203, inclusive, among all governmental entities hereto and contains all standards upon which Grand County will base any or all decisions for the Windy Gap Project, including 1041, zoning and environmental decisions. Each governmental entity, however, reserves the right to contest any 1041 and zoning regulations or actions which at any later time may be adopted or pursued by Grand County or others if such regulations or actions would in any manner affect the construction or operation of any such facility or

facilities. If the decision of Grand County is not in accord with this Agreement, it is understood and agreed to by all parties hereto that the Subdistrict reserves the right to contest the application of any or all Grand County requirements, including 1041, zoning or environmental application, permit or approval requirements as to Subdistrict activities pursuant to this Agreement.

37. Within the limits and conditions contained herein, Subdistrict may build and operate such facilities as needed to accomplish the purposes of this Agreement.

38. All Parties agree that this Agreement shall not bind Ranchers to any financial commitment for implementation thereof.

39. The Parties agree that upon request of any party to this Agreement they will join with Subdistrict, and other interested parties, in the defense of any litigation against the construction or operation of either the Windy Gap Project or Azure Reservoir and Power Project, or alternative project, by persons or entities who are not parties to this Agreement. However, this provision shall not be construed to require any financial participation of any type from Ranchers or Three Lakes.

40. Within 30 days after the issuance of a 1041 permit and any other necessary Grand County approvals pursuant to paragraph 36, Subdistrict and the Northern Colorado Water Conservancy District will withdraw from Civil Action 79CV173, Denver District Court, and from Civil Action 79CV5133, presently pending in the Denver District Court, Denver, Colorado by stipulation of the Northern Colorado Water Conservancy District and Subdistrict and all parties defendant to these actions, which stipulation shall embody the terms of this Agreement, and agree that the actions and claims represented thereby shall not be refiled except in accordance with the rights reserved to Subdistrict under the terms of this Agreement.

41. The Parties hereto agree that this Agreement shall be either void or extended in certain circumstances. Therefore, unless conditions (a) and (b) are met, this Agreement shall be void:

(a) All signatory parties identified herein have validly executed this Agreement by June 30, 1980 unless the necessity thereof has been specifically waived by Subdistrict.

(b) Approval of Agreement by all six of Subdistrict participants by June 30, 1980.

To the extent that the conditions in the following subparagraphs (c), (d), (e) and (f) delay beyond June 30, 1983 the initiation of construction of the Windy Gap Project and the implementation of this Agreement, all time periods provided for in paragraph 12 herein shall be extended for a time equal to the period of delay.

(c) A determination has been made that NEPA compliance for the Azure Reservoir and Power Project is not required as a condition precedent for NEPA compliance for the Windy Gap Project.

(d) Approval is given by Subdistrict Bond Counsel on the legality and appropriateness of Subdistrict issuing revenue bonds for the construction of the Windy Gap Project and Azure Reservoir and Power Project, all as set forth herein, and if necessary, confirmation of this Agreement by the District Court for Weld County, Colorado, pursuant to C.R.S. 1973, 37-45-143, and enactment of such legislation as may be needed to permit Subdistrict to accomplish the purpose and substance of this Agreement.

(e) A final Environmental Impact Statement and all necessary federal, state and local permits and clearances for the Windy Gap Project are issued, no litigation is pending, and the Subdistrict is able to proceed with completion and operation of the Windy Gap Project in accordance with the terms of this Agreement.

(f) Approval of this Agreement by the Water Judge, Water Division 5, State of Colorado in accord with the terms of this Agreement, and entry of final decrees to Subdistrict for a total of 600 c.f.s. of water for the Windy Gap Project.

42. This Agreement may be filed by any Party hereto in any court or administrative proceedings as a stipulation of and between the appropriate parties to any such proceedings.

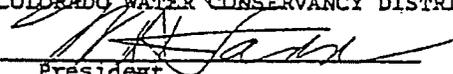
THIS AGREEMENT may be executed in counterparts, each of which must be executed by Subdistrict and River District, and shall inure to and be binding upon the Parties, their personal representatives, successors and assigns, as appropriate.

Dated and signed as of the 30th day of April, 1980.

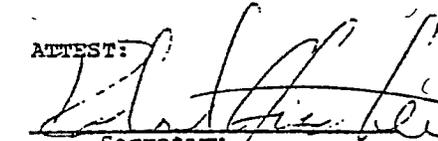
ATTEST:


Secretary

MUNICIPAL SUBDISTRICT, NORTHERN
COLORADO WATER CONSERVANCY DISTRICT

By 
President

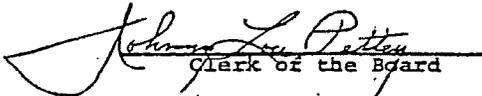
ATTEST:


Secretary

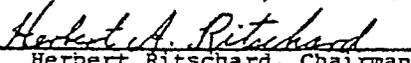
COLORADO RIVER WATER CONSERVATION
DISTRICT

By 
President

ATTEST:


Clark of the Board

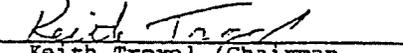
BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GRAND, COLORADO

By 
Herbert Ritschard, Chairman

ATTEST:


Tom Isaac,
Secretary/Treasurer

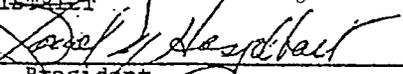
NORTHWEST COLORADO COUNCIL OF
GOVERNMENTS

By 
Keith Troxel, Chairman

ATTEST:

Secretary

THREE LAKES WATER AND SANITATION
DISTRICT

By 
President

ATTEST:


Secretary

WINTER PARK WATER AND SANITATION
DISTRICT

By 
President

ATTEST: Henry W. C. [Signature]
Secretary

MIDDLE PARK WATER CONSERVANCY DISTRICT
By Richard [Signature]
President

ATTEST: Sheley [Signature]
Town Clerk

TOWN OF HOT SULPHUR SPRINGS,
COLORADO
By D. L. Lantow
Mayor

ATTEST: Yonnie [Signature]
Town Clerk

TOWN OF GRANBY, COLORADO
By Jerry [Signature]
Mayor

ATTEST: Miriam [Signature]
Secretary

RITSCHARD CATTLE CO., INC.
By Gene [Signature]
President

ATTEST: _____
Secretary

SKYLARK RANCH COMPANY, a Colorado
corporation
By _____
President

ATTEST: _____
Secretary

GORE CANYON, LTD., a Colorado
corporation
By _____
President

ATTEST: John H. McElroy
Secretary

COLORADO RIVER LAND CORPORATION
By Robert A. [Signature]
President

David Mayhoffer

JACQUES RANCH I, a limited
partnership
By _____
General Partner

Lloyd A. Palmer
Lloyd A. Palmer

JACQUES RANCH II, a limited
partnership
By _____
General Partner

Edna L. Palmer
Edna L. Palmer

Joseph McElroy

Leo Marte
Leo Marte

Isabel McElroy

Eunice Marte
Eunice Marte

John H. McElroy

Jessie Joyce Thompson
Jessie Joyce Thompson

John H. McElroy

David Howard Thompson
David Howard Thompson

Mary K. McElroy
Mary K. McElroy

John Sperling
John Sperling

Olga Hill
Olga Hill

Ida L. Sheriff
Ida L. Sheriff

Howard K. Schmuck, Jr.
Howard K. Schmuck, Jr.

H. Graft Culbreath
H. Graft Culbreath

Richard P. Doucette
Richard P. Doucette

J. Gail Culbreath
J. Gail Culbreath

Christine O. Doucette
Christine O. Doucette

John L. Kemp
John L. Kemp

Gene Ritschard
Gene Ritschard

Crockett C. Kemp
Crockett C. Kemp

Charles G. Broady
Charles G. Broady

William Henry Thompson
William Henry Thompson

Phyllis Broady
Phyllis Broady

Anita Lewis Thompson
Anita Lewis Thompson

Stanley Broome
Stanley Broome

SUNSET ASSOCIATES, a partnership

Blanche Cowperthwaite

By General Partner

CORRAL CREEK RANCHES, INC.

John Taussig

By _____

RIGOR MARION SCHMUCK

By Howard K. Schmuck, Jr.
Her Attorney-in-Fact

EXHIBIT B

Grand Colorado Ranch, LLC

THAT PORTION OF THE NW $\frac{1}{4}$ OF SECTION 13 AND THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 14 LYING NORTH OR NORTHWEST OF THE COLORADO RIVER, ALL IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA A PORTION OF PARCEL NUMBER 1441-132-00-104.

Raymond & Carol Petersen; Charles Eugene Petersen Trust; & Penny Lynn Petersen Trust

THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, AND THE SOUTH $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ ALL IN SECTION 14, TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-141-00-103.

THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, THE N $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, AND THAT PORTION OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ LYING SOUTH OF THE RAILROAD IN SECTION 14, AS WELL AS THAT PORTION OF THE SOUTH $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ LYING SOUTH OF THE RAILROAD IN SECTION 11, ALL IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-141-00-105.

Shepardsbend Colorado, LLC

THAT PORTION OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ AND THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 14 LYING EAST OF THE COLORADO RIVER, IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-143-00-072.

Martha Shepard Revocable Trust

THAT PORTION OF THE SOUTH $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ AND THE NORTH $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SECTION 15, AND THE WEST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF SECTION 14, ALL LYING BETWEEN THE COLORADO RIVER AND THE RAILROAD, IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-154-00-179.

Riverside Ranch Company, LLLP

THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AS WELL AS THE SE $\frac{1}{4}$ LYING SOUTH OF THE RAILROAD IN SECTION 17, AND THAT PORTION OF THE NORTH $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ AND THE NORTH $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ IN SECTION 20 LYING WEST OF CO HWY 9, ALL IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-202-00-149.

McElroy Ranch, LLC

THAT PORTION OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ LYING SOUTH OF THE RAILROAD AND NORTH OF THE COLORADO RIVER IN SECTION 16, TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-163-00-077.

THAT PORTION OF THE SOUTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ LYING SOUTH OF THE RAILROAD, THE NORTH $\frac{1}{2}$ OF THE SW $\frac{1}{4}$, AND THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 17; THE SE $\frac{1}{4}$ AND THAT PORTION OF THE NE $\frac{1}{4}$ IN SECTION 18 LYING SOUTH OF THE RAILROAD AND NORTH OF THE COLORADO RIVER; AND THAT PORTION OF THE NORTH $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 19 LYING NORTH OF THE COLORADO RIVER, ALL IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-181-00-003 AND A PORTION OF PARCEL NUMBER 1441-184-00-160.

Colorado River Cattle Ranch, LLC

THAT PORTION OF THE SOUTH $\frac{1}{2}$ OF SECTION 13, THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 18, THE NORTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF SECTION 24, AND THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 19, ALL LYING SOUTH OF RAILROAD AND NORTH OF THE COLORADO RIVER ALL IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1437-134-04-001.

EXHIBIT B

Grand Colorado Ranch, LLC

THAT PORTION OF THE NW ¼ OF SECTION 13 AND THE NE ¼ OF THE SE ¼ OF THE NE ¼ OF SECTION 14 LYING NORTH OR NORTHWEST OF THE COLORADO RIVER, ALL IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA A PORTION OF PARCEL NUMBER 1441-132-00-104.

Raymond & Carol Petersen; Charles Eugene Petersen Trust; & Penny Lynn Petersen Trust

THE NW ¼ OF THE SE ¼, THE SW ¼ OF THE NE ¼, AND THE SOUTH ½ OF THE NW ¼ OF THE NE ¼ ALL IN SECTION 14, TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-141-00-103.

THE NE ¼ OF THE NE ¼, THE N ½ OF THE NW ¼ OF THE NE ¼, AND THAT PORTION OF THE NE ¼ OF THE NW ¼ LYING SOUTH OF THE RAILROAD IN SECTION 14, AS WELL AS THAT PORTION OF THE SOUTH ½ OF THE SE ¼ OF THE SE ¼ LYING SOUTH OF THE RAILROAD IN SECTION 11, ALL IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-141-00-105.

Shepardsbend Colorado, LLC

THAT PORTION OF THE SE ¼ OF THE NW ¼ AND THE NE ¼ OF THE SW ¼ OF SECTION 14 LYING EAST OF THE COLORADO RIVER, IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-143-00-072.

Martha Shepard Revocable Trust

THAT PORTION OF THE SOUTH ½ OF THE NE ¼ AND THE NORTH ½ OF THE SE ¼ OF SECTION 15, AND THE WEST ½ OF THE WEST ½ OF SECTION 14, ALL LYING BETWEEN THE COLORADO RIVER AND THE RAILROAD, IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-154-00-179.

Riverside Ranch Company, LLLP

THE SE ¼ OF THE SW ¼ AS WELL AS THE SE ¼ LYING SOUTH OF THE RAILROAD IN SECTION 17, AND THAT PORTION OF THE NORTH ½ OF THE NW ¼ AND THE NORTH ½ OF THE NE ¼ IN SECTION 20 LYING WEST OF CO HWY 9, ALL IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-202-00-149.

McElroy Ranch, LLC

THAT PORTION OF THE NORTH ½ OF THE SOUTH ½ LYING SOUTH OF THE RAILROAD AND NORTH OF THE COLORADO RIVER IN SECTION 16, TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-163-00-077.

THAT PORTION OF THE SOUTH ½ OF THE SOUTH ½ OF THE NW ¼ LYING SOUTH OF THE RAILROAD, THE NORTH ½ OF THE SW ¼, AND THE SW ¼ OF THE SW ¼ OF SECTION 17; THE SE ¼ AND THAT PORTION OF THE NE ¼ IN SECTION 18 LYING SOUTH OF THE RAILROAD AND NORTH OF THE COLORADO RIVER; AND THAT PORTION OF THE NORTH ½ OF THE NW ¼ OF THE NE ¼ OF SECTION 19 LYING NORTH OF THE COLORADO RIVER, ALL IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1441-181-00-003 AND A PORTION OF PARCEL NUMBER 1441-184-00-160.

Colorado River Cattle Ranch, LLC

THAT PORTION OF THE SOUTH ½ OF SECTION 13, THE SW ¼ OF THE SW ¼ OF SECTION 18, THE NORTH ½ OF THE NORTH ½ OF SECTION 24, AND THE NW ¼ OF THE NW ¼ OF SECTION 19, ALL LYING SOUTH OF RAILROAD AND NORTH OF THE COLORADO RIVER ALL IN TOWNSHIP 1 NORTH, RANGE 80 WEST, AKA PARCEL NUMBER 1437-134-04-001.

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

SUBJECT: **GENERAL BUSINESS**
Presenting the findings from the Town Hall Programing Plan Stage of the Town Hall Remodel Project.

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Raelynn Ferrera, Public Works Admin Coordinator

FISCAL Cost as Recommended: \$

INFORMATION: Balance Available: \$

Fund:

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

New Appropriation Required: Yes No

STAFF RECOMMENDATION:

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 replace the outdated workspace currently located in Town Hall.

On November 18, 2014, The Board of Trustees approved Resolution 14-133, Awarding the Consulting Contract To Oz Architecture for the Town Hall Needs Assessment and Programing Plan Stage of the Town Hall Remodel Project. The Town Hall Remodel project is a new project that will consist of multiple stages that include, evaluate the current space and current staff, evaluate parking needs, and determining how to use the vacated police station and municipal court space. The Town Hall needs assessment will provide a roadmap to use for evaluating the expansion to the current facility. The assessment will look to future needs, 10-20 years to support the services needs that will grow with the population of the Town.

The Needs Assessment and Programing Plan began by gathering information from the Departments that would be housed at Town Hall: Town Administration, Marketing & Economic Development, Communication and Information Systems, Community Development, Finance, Parks & Recreation, and Public Works. Each Department Head was asked to analyze the functionality of their current work space, how they interact with other departments, are there better ways to serve our residents seeking services and project future staffing needs to serve the projected 40,000 residents. Each Department Head met individually with Oz Architecture to discuss current and future needs.

Using the information gathered from the meetings as well as site investigations, Oz Architecture produced a program to address inefficacy of current work space, visitor confusion, and unusual confusing entrances and common areas. They also detailed the total sq/ft required to meet the current and future staffing, common area and parking needs.

Oz Architecture has produced two conceptual “bubble” floorplans and met again with each Department to present the two options. It was in these meeting that Option One became the preferred staff layout that met each department needs in the most efficient manner. Oz Architecture took Option One and developed the “bubble” plan into a more detailed plan.

The consultants also reviewed the mechanical, electrical, plumbing, fire protection, and structural system of the existing Town Hall. They then used this information to start developing probable cost ranges for the improvements.

The cost ranges for the improvements are as follows:

Project	Estimated Cost	Cost per SF	Notes
Existing Town Hall Renovation & Addition	\$13,545,000	\$302 / SF	20,588 Renovated SF 24,319 New SF = 44,907 Total SF
Minor Renovation of Existing Police Space	\$395,000	\$99 / SF	4,000 SF

Remodel Construction Cost	\$7-\$8 Million
Remodel Soft Cost	\$2-\$3 Million
Contingency 20%	\$1.8-\$2.2 Million
Estimated Total	\$10.8-13.2 Million

Next Steps:

If the Needs Assessment and Programing Plan are found to be reasonable by the Board of Trustees Town staff could proceed as follows:

- Request a proposal for Oz Architecture to complete the design of the current police station and municipal court space
- Request a proposal for Oz architecture to complete the Existing Town Hall Renovation & Addition
- Prepare a Request for Qualifications seeking contractors that are interested in the project then selecting up to five to participate in the Request for Proposal for pre-construction services and cost estimating.
- Prepare a funding plan to present to the Board of Trustees
- Begin Construction

Staff Review:

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

Approved by:

A.J. Krieger
 Town Administrator

ATTACHMENTS:

- a. none

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

SUBJECT: **GENERAL BUSINESS**
Implementation of The Town of Erie Wastewater Reclamation Facilities Capacity Increases Plan

DEPARTMENT: Public Works

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

FISCAL INFORMATION:	Cost as Recommended:	\$ N/A				
	Balance Available:	\$ 0				
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000				
	New Appropriation Required:	<input type="checkbox"/> Yes	<input type="checkbox"/> No			

STAFF RECOMMENDATION: **Implement the proposed capacity improvements plan at the North Water Reclamation Facility**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town owns two wastewater treatment facilities: the South Water Reclamation Facility (SWRF) and the North Water Reclamation Facility (NWRf), and currently operates only the newer NWRf. The SWRF was taken out of service in 2011 when the NWRf was constructed and became operational. The NWRf is designed with nutrient (nitrogen and phosphorous) removal capabilities to allow the Town to meet the upcoming Colorado Department of Public Health and Environment (CDPHE) new Regulation 85, which will be enforced in 2022. The NWRf was constructed to replace the older SWRF which was not designed to meet Regulation 85, and consequently would require major upgrades.

The NWRf is an Integrated Fixed-Film activated Sludge (IFAS) facility designed with biological nutrient removal (nitrogen and phosphorous) capability (3223 lbs. BOD/day). The hydraulic design capacity of the plant is 1.5 million gallons per day (MGD) see attachments a & b for NWRf aerial plan and NWRf yard piping plan. The SWRF is an Activated Sludge facility that was not designed with nutrient removal capability. The hydraulic design of the SWRF is (3870 lbs BOD/day) 1.6 MGD, however, based on past experience, the Town is not confident the SWRF would be able to treat this hydraulic and nutrient loading while maintaining permitted effluent quality.

Need for Expansion

The Town of Erie has been growing rapidly in the past four years and as expected the NWRf is approaching the rated capacity for its design organic loading. Since the startup of the NWRf the average annual influent organic loads concentration has increased. At this time we are at or over 100% of the biological rated capacity and at 71% of the hydraulic rated capacity. The State of Colorado mandates the Town of Erie to start design and construction to increase the capacity of the Treatment system see attachment c for NWRf Unit Process Capacity figure 4. This issue has prompted the Town to consider options for increasing the wastewater treatment capacity at one or both of the treatment facilities. The timing of this decision is important as the Town desires to be proactive and make the best decision in preparing to meet the upcoming Colorado Regulation 85 nutrient limits while providing sufficient capacity to treat influent flow and loading from the increasing Town population.

The Town hired Frachetti Engineering, Inc. (FEI) to evaluate alternate Water Reclamation Facility (WRF) upgrade options to provide reliable and compliant wastewater treatment capacity to prepare for future Town population growth. The purpose of this evaluation was to provide the Town with

information to help make decisions regarding near term facility upgrades and to use capital funds as effectively as possible. The Town desires to make short term Water Reclamation Facilities upgrades that can also be used in the long term to minimize capital fund spending on equipment and systems only to be later abandoned. The engineering analysis provides a basis for the reliable, cost effective, efficient, and compliant wastewater treatment capacity for the future Town of Erie population growth.

FEI completed a report entitled “Project Implementation Report for the Wastewater Reclamation Facilities” October 2014 (this report is available online <http://www.erieco.gov/1057/Water-Reclamation>). This report thus evaluates alternatives for improving the SWRF and NWRf (in various combinations) to provide a short term and long term capacity.

Summary of the Report and the Recommended Alternative

The short term capacity analysis basis was selected to be just under a rated capacity of 2 MGD to allow for deferral of State of Colorado Regulation 85 nutrient limits until 2022. If the analysis assumed a larger hydraulic capacity addition requirements and expense would be required in the expansion. The long term capacity was selected based on the maximum treatment capacity potential of the NWRf secondary treatment process at the observed higher influent BOD₅ concentrations.

Four short term technical alternatives and seven long term technical alternatives were analyzed to meet the Town of Erie needs. Capital and operations and maintenance (O&M) costs were developed for each alternative, along with the net present worth of each alternative based on a planning time period of 2015 to 2029 see attachment d for Alternative Combination Cost summary. The most cost effective option, from the alternative combination cost summary is improving the NWRf and not to use the SWRF for additional capacity. This solution also has favorable non cost factors as all wastewater treatment is conducted at one facility. The above costs assume the proposed Water Treatment Plant (WTP) improvements in 2018 will include additional processes to handle the sludge at the WTP, and sludge will no longer be sent to the NWRf.

The short term improvements includes items such as: upgrades to the grit system, install mixers in the second IFAS tank, install additional pumps, increase output of some existing pumps, install a third blower, and install additional Kruger IFAS media. Also construct a sludge load out systems, floating decanters, and sulfuric acid storage and pump system.

Based on population growth projections adopted in the Town of Erie Comprehensive Plan, the short term improvements will provide treatment capacity (1.99MGD, and 5372 lbs. BOD/day) until year 2023, and the long term improvements will provide treatment capacity (2.5MGD, and 6798 lbs. BOD/day) until year 2029. After 2029, the NWRf will require major upgrades to the headworks, secondary treatment process, solids stream process, and disinfection process to provide the anticipated capacity needs of 7.2 MGD at build out.

The costs budgeted for improving the NWRf were arranged in a Capital Improvements Plan (CIP) to be used in the Town’s CIP. These costs are summarized in the table below.

Project	Year 2014	Year 2015	Year 2016	Years 2017-2020	Year 2021	Year 2022	Year 2023
NWRf – Short Term	Design/Const \$1,120K	Design/Const \$1,026K	--	--	--	--	--
NWRf – Long Term	--	--	--	--	Design \$210K	Const \$942K	Const \$942K
Total	\$1,120K	\$1,026K	--	0	\$210K	\$942K	\$942K

Recommendation and Next Steps

Staff recommends moving forward with the recommendations in the Frachetti Engineering, Inc. report of October 2014 “Project Implementation Report for the Wastewater Reclamation Facilities” and to repurpose the SWRF.

1. Prepare a RFP for a design/build team to make improvement to the NWRF to meet the rated capacity of 1.99MGD and 5372 lbs. BOD/day. Estimated to start in March 2015.
2. Award a design/build contract to make the short term improvements to the NWRF to meet the Town of Erie needs as required by the State of Colorado. Estimated to be awarded May – June 2015, Construction starting in September 2015, completed Summer of 2016.
3. Prepare a RFP to design a sludge handling facility at the Water plant. Estimated to start April 2015.
4. Study the repurposing of the SWRF to be used as a Re-Use Water equalization and pump facility. Estimated to start in April 2015.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. NWRF aerial plan
- b. NWRF yard piping plan
- c. NWRF Unit Process Capacity figure 4
- d. Alternative Combination Cost summary



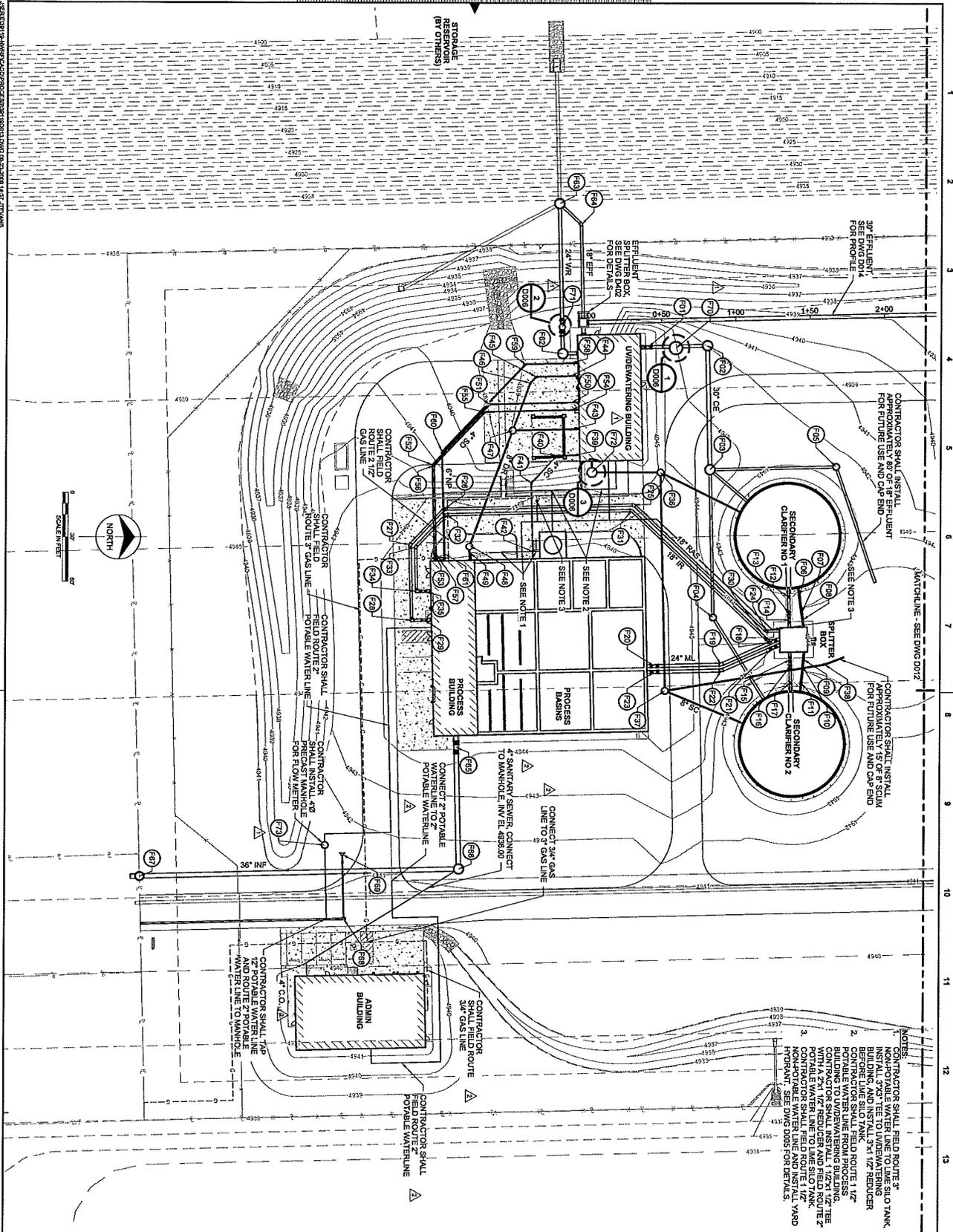
N

COUNTY LINE RD

HIGHWAY 52

COUNTY LINE RD

NORTH WATER
RECLAMATION
FACILITY



- NOTES:
- CONTRACTOR SHALL FIELD ROUTE 2" NON-POTABLE WATER LINE TO LINE S1.0 TANK BUILDING AND INSTALL 3/4" 1/2" REDUCER
 - POTABLE WATER LINE FROM PROCESS CONTRACTOR SHALL FIELD ROUTE 1 1/2" POTABLE WATER LINE TO LINE FIELD TANK CONTRACTOR SHALL INSTALL 3/4" 1/2" TE WITH A 2"x1 1/2" REDUCER AND FIELD ROUTE 2" NON-POTABLE WATER LINE AND INSTALL YARD HORIZONTAL. SEE DWG D005 FOR DETAILS.

Appendix P

no.	date	by	add	description
0	9/25/09	ALW	SAV	ISSUED FOR CONSTRUCTION
1	10/20/09	RWF	SAV	REVISED PER PER #11
2	1/21/10	ALW	SAV	ADDED PER ADMIN BUILDING
1/21/10	ALW	SAV	SAV	ISSUED FOR BLDG
2/18/10	ALW	SAV	SAV	REVISED FOR CONSTRUCTION TO RECORDS
1/8/12	RWF			CONSTRUCTION RECORDS

TOWN OF ERIE
1,874'

TOWN OF ERIE
NORTH WATER RECLAMATION FACILITY
YARD PIPING P

Project: 38119 Contract:
Drawing: **D013** of 198 sheets **2**

DATE: JANUARY 2012
DESIGNED BY: A. WADDOUPS
CHECKED BY: S. YONKER

DATE: R. FLUK
DESIGNED BY: S. YONKER

BURNS & MCDONNELL
ENGINEERS

Figure 4 NWRF Unit Process Capacity

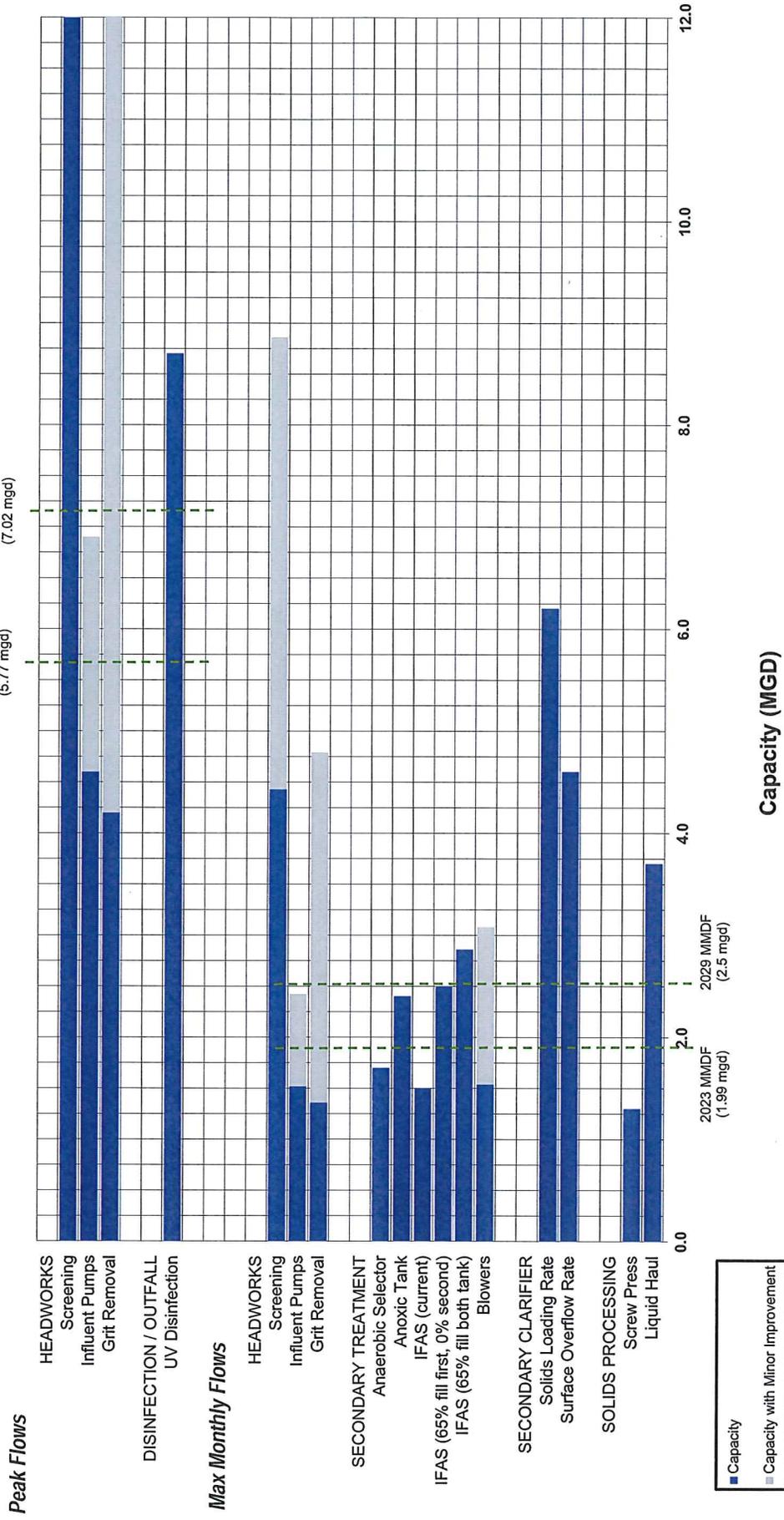


Table 56. Alternative Combination Cost Summary

	Alternative ST			Alternative ST 4
	Alternative ST 1	2	Alternative ST 3	
Alternative LT 1	\$ 6,862,540	\$ 6,862,540		
	\$ 29,706,647	\$ 30,624,484		
	\$ 36,569,187	\$ 37,487,024		
Alternative LT 2	\$ 6,862,540	\$ 6,862,540		
	\$ 30,766,833	\$ 31,684,671		
	\$ 37,629,373	\$ 38,547,211		
Alternative LT 3	\$ 4,160,385	\$ 4,160,385	\$ 4,239,935	\$ 4,239,935
	\$ 24,169,094	\$ 26,353,954	\$ 20,186,217	\$ 18,474,892
	\$ 28,329,479	\$ 30,514,339	\$ 24,426,152	\$ 22,714,827
Alternative LT 4	\$ 4,498,600	\$ 4,498,600	\$ 4,578,150	\$ 4,578,150
	\$ 25,731,145	\$ 26,648,983	\$ 20,481,246	\$ 18,769,921
	\$ 30,229,745	\$ 31,147,583	\$ 25,059,396	\$ 23,348,071
Alternative LT 5	\$ 3,147,465	\$ 3,147,465	\$ 3,227,015	\$ 3,227,015
	\$ 26,768,977	\$ 27,686,814	\$ 21,519,077	\$ 19,807,752
	\$ 29,916,442	\$ 30,834,279	\$ 24,746,092	\$ 23,034,767
Alternative LT 6	\$ 4,727,450	\$ 4,727,450	\$ 4,807,000	\$ 4,807,000
	\$ 26,447,622	\$ 27,365,460	\$ 21,197,722	\$ 19,486,397
	\$ 31,175,072	\$ 32,092,910	\$ 26,004,722	\$ 24,293,397

Based on the results shown above, the most cost effective option is Short Term Alternative 4 and Long Term Alternative 3 which expands the existing liquid and solid stream infrastructure at the NWRf. This assumes the water treatment plant (WTP) alum sludge is no longer sent to the WRF after 2018 which greatly reduces the lime and polymer costs.

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

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

DEPARTMENT: **Administration**

PRESENTER: Fred Diehl, Assistant to the Town Administrator

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

STAFF RECOMMENDATION: NA

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

COMMUNICATIONS CALENDAR: Attached is the monthly Communications Calendar for February 2015 which provides statistical information on the release and reach of Town of Erie News & Announcements, including the following details:

- 15 Unique Announcements Released via “Notify Me”
- 4,802 “Notify Me” Subscribers
- 8 Unique Calendar Notifications Released
- 522 Calendar Subscribers

FACEBOOK INSIGHTS:

- 11 Unique posts
- Reach of Facebook posts ranged from 510 (BOT Action Items for February 24, 2015) to over 2,600 (Welcoming Sweets, Halcyon Salon & Spa, and Sakura Sushi Express to Erie).

TWITTER ANALYTICS

- 19 Unique Tweets
- 4,600 impressions over 18 days

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

- Total Page Visits by Month/Year: 32,537 /64,463
- Total Unique Visits by Month/Year: 40,551/97,497

ERIE GOVERNMENT TELEVISION STREAMING VIDEO:

- Total Page Views: 752
- Total Visits: 227

Staff Review:

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

Approved by:



Fred Diehl
Acting Town Administrator

ATTACHMENTS:

- Communications Calendar
- Facebook Insights
- Twitter Analytics
- Website Overview Report

Communication Calendar - February 2015

<u>NEWS & ANNOUNCEMENTS</u>		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		1,252		1,695	926
2/10: Sign-Up for Notify Me					
2/11: Erie Board of Trustees Action Items - February 10, 2015					
2/11: The Town of Erie Moves to New Technology for Job Applications					
2/12: 2015 Residential Tree Incentive Program					
2/13: Erie Police Investigating Marijuana Cultivation Operation at Site of this Morning's House Fire					
2/13: Welcoming Sweets, Halcyon Salon & Spa, and Sakura Sushi Express to Erie					
2/17: Town of Erie 9Health Fair – Saturday, April 18					
2/19: Tanks A Lot!					
2/20: Winter Storm Watch and Snow Removal Reminders					
2/25: Erie Board of Trustees Action Items - February 24, 2015					
2/26: Snow Removal Update - February 26, 2015					

<u>ECONOMIC DEVELOPMENT ANNOUNCEMENT</u>		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		771		1,695	926
2/2: Free Business Financing Seminar					
2/5: Free Business Start-Up Seminar – Thursday, February 26					
2/5: Get Your Business Plan Into Shape					

<u>PUBLIC WORKS ANNOUNCEMENT</u>		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		662		1,695	926
2/13: Non-Potable Waterline Construction Work Near Erie Lake					

<u>POLICE ANNOUNCEMENT</u>		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		975		1,695	926

<u>PARKS & RECREATION ANNOUNCEMENT</u>		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		1,142		1,695	926

<u>TOWN OF ERIE CALENDAR NOTIFICATION</u>		Notify Me Message	Notification Posted on Website	Twitter Post
Reach via Subscribers & Visitors:		522		926
2/6: Erie Community Showcase (2/11)				
2/6: Open Space & Trails Advisory Board Meeting (2/9)				
2/7: Board of Trustees Regular Meeting (2/10)				
2/8: Tree Board Meeting (2/11)				
2/14: Board of Trustees Study Session (2/17)				
2/15: Planning Commission Meeting (2/18)				
2/20: Historic Preservation Advisory Board Meeting (2/23)				
2/21: Board of Trustees Regular Meeting (2/24)				

<u>ENGAGE ERIE TOPICS</u>		Engage Erie Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Participants & Visitors:				1,695	926

<u>YOUTUBE CHANNEL</u>		Views Via YouTube	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:				1,695	926
2/19: Town of Erie 4 MG Water Tank					
		262	X	X	X

<u>UTILITY BILL INSERTS</u>		Mailed Bills	Emailed Bills		
Total:		6,800	875		
2015 Town of Erie Incentive Program / 2015 Town of Erie Water-Wise Programs					
		X	X		

updated: 3/18/2015

February 2015 – Facebook Insights

Town of Erie, Colorado – Government Page

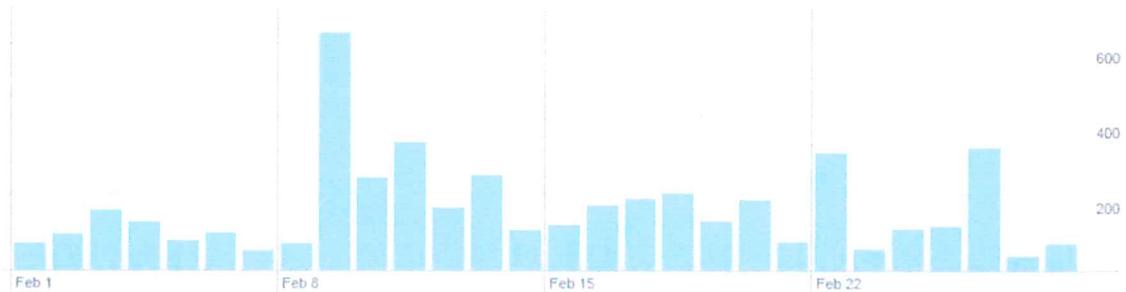
Reach: Organic / Paid
Post Clicks
Likes, Comments & Shares

Published	Post	Type	Targeting	Reach	Engagement	Promote
02/26/2015 6:19 am	Snow Removal Update - February 26, 2015 Town of Erie Department of Public Works crews report			972	151 52	Boost Post
02/25/2015 10:35 am	Erie Board of Trustees Action Items – February 24, 2015 In this Issue. Board Considers Nelson-Kuhl			510	36 0	Boost Post
02/20/2015 1:00 pm	The Town of Erie Department of Public Works is prepared for the snow storm that is expected to hit			1.4K	244 65	Boost Post
02/19/2015 10:34 am	Wonder what it's like to be inside a 4 million gallon water tank as it starts to be filled? Check			1K	58 20	Boost Post
02/17/2015 11:09 am	SAVE THE DATE! Town of Erie 9Health Fair on Saturday, April 18 at the Erie Community Center.			712	16 12	Boost Post
02/14/2015 11:00 am	The Town of Erie has launched a new software system to improve the hiring process for job			981	69 12	Boost Post
02/13/2015 3:48 pm	Erie Police Investigating Marijuana Cultivation Operation at Site of this Morning's House Fire			1.2K	321 24	Boost Post
02/13/2015 2:35 pm	The Town of Erie would like to welcome these businesses to Town! Sakura Sushi Express,			2.6K	1K 152	Boost Post
02/12/2015 10:51 am	2015 Residential Tree Incentive Program – Lottery Registration Now Open! The Town of Erie Parks &			1.1K	136 28	Boost Post
02/11/2015 9:05 am	Erie Board of Trustees Action Items – February 10, 2015 In this Issue: Board Approves Canyon Creek			693	106 2	Boost Post
02/10/2015 11:48 am	Are you signed up for news and announcement alerts from the Town of Erie? If you are, please			715	63 14	Boost Post

February 2015 – Twitter Analytics

@eriecolorado

Your Tweets earned **4.6K impressions** over this **28 day** period



Tweets Tweets and replies Promoted Impressions Engagements Engagement rate

Tweet Content	Impressions	Engagements	Engagement rate
Erie Colorado @eriecolorado · Feb 26 Snow Removal Update - February 26, 2015: Erie Town Hall and Erie Community Center Open for Business tinyurl.com/krvfyow View Tweet details	267	6	2.2%
Erie Colorado @eriecolorado · Feb 25 Erie Board of Trustees Action Items – February 24, 2015: In This Issue: Board Considers Nelson-Kuhl Annexation... tinyurl.com/leqm4wv View Tweet details	225	12	5.3%
Erie Colorado @eriecolorado · Feb 20 Winter Storm Watch and Snow Removal Reminders: With the potential for severe winter weather, the Town of Erie ... tinyurl.com/nwt8213 View Tweet details	227	6	2.6%
Erie Colorado @eriecolorado · Feb 19 Tanks A Lot! Wonder what it's like to be inside a 4 million gallon water tank as it starts to be filled? Chec... tinyurl.com/m8khpec View Tweet details	255	6	2.4%
Erie Colorado @eriecolorado · Feb 17 Town of Erie 9Health Fair: The opportunity for a comprehensive check of your health in a convenient setting is... tinyurl.com/mn2rtkr View Tweet details	258	2	0.8%

	Erie Colorado @ericolorado · Feb 17 Town of Erie 9Health Fair – Saturday, April 18: The opportunity for a comprehensive check of your health in a ... tinyurl.com/kshvdva View Tweet details	238	1	0.4%
	Erie Colorado @ericolorado · Feb 13 Erie Police Investigating Marijuana Cultivation Operation at Site of this Morning's House Fire: Preliminary in... tinyurl.com/q9h9xz7 View Tweet details	230	13	5.7%
	Erie Colorado @ericolorado · Feb 13 Non-Potable Waterline Construction Work Near Erie Lake: Beginning Monday, February 23, 2015 through Spring 201... tinyurl.com/n3kd42l View Tweet details	219	1	0.5%
	Erie Colorado @ericolorado · Feb 12 2015 Residential Tree Incentive Program – Lottery Registration Now Open! The Town of Erie Parks & Recreation ... tinyurl.com/mh78c5f View Tweet details	206	13	6.3%
	Erie Colorado @ericolorado · Feb 11 The Town of Erie Moves to New Technology for Job Applications: Job seekers can now easily apply with a new onl... tinyurl.com/m2pxa4n View Tweet details	216	2	0.9%
	Erie Colorado @ericolorado · Feb 11 Erie Board of Trustees Action Items – February 10, 2015: In This Issue: Board Approves Canyon Creek Comprehen... tinyurl.com/qewegsk View Tweet details	194	2	1.0%
	Erie Colorado @ericolorado · Feb 9 Historic Preservation Advisory Board Meeting: Event date: February 23, 2015 Event Time: 06:30 PM - 08:30 PMLoc... tinyurl.com/lwnwa2u View Tweet details	217	0	0.0%
	Erie Colorado @ericolorado · Feb 9 Tree Board Meeting: Event date: February 11, 2015 Event Time: 07:00 PM - 09:00 PMLocation: 645 Holbrook Street... tinyurl.com/kwgjc8b View Tweet details	216	0	0.0%
	Erie Colorado @ericolorado · Feb 9 Board of Trustees Study Session: Event date: February 17, 2015 Event Time: 06:00 PM - 09:00 PMLocation: 645 Ho... tinyurl.com/n534era View Tweet details	207	0	0.0%
	Erie Colorado @ericolorado · Feb 9 Planning Commission Meeting: Event date: February 18, 2015 Event Time: 06:30 PM - 08:30 PMLocation: 645 Holbro... tinyurl.com/keuzg5f View Tweet details	221	0	0.0%

	Erie Colorado @eriecolorado · Feb 9 Board of Trustees Regular Meeting: Event date: February 10, 2015 Event Time: 06:30 PM - 09:30 PM Location: 645 ... tinyurl.com/lc pwo3y	215	3	1.4%
View Tweet details				
	Erie Colorado @eriecolorado · Feb 9 Open Space and Trails Advisory Board Meeting: Event date: February 9, 2015 Event Time: 06:30 PM - 08:30 PM Loca... tinyurl.com/kyu554l	220	1	0.5%
View Tweet details				
	Erie Colorado @eriecolorado · Feb 2 Erie Community Showcase: Event date: February 11, 2015 Event Time: 03:00 PM - 06:00 PM Location: 450 Powers StP... tinyurl.com/q48d55p	173	1	0.6%
View Tweet details				
	Erie Colorado @eriecolorado · Feb 2 Free Business Financing Seminar: The Small Business Development Center (SBDC) will host a free Financing Semin... tinyurl.com/lkxbdto	167	0	0.0%
View Tweet details				

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

Total Unique Visits	For the Month: 32,537	Year to Date: 64,463
Total Page Visits	For the Month: 40,551	Year to Date: 97,497

Top 25 Web Pages Visited	# of Visits	Rank
Home Page	15,927	#1
Erie Community Center	3,538	#2
Utility Billing	1,350	#3
Parks and Recreation	700	#4
Recreation Activities	685	#5
Police Department	591	#6
Aquatics	573	#7
Construction Project	558	#8
2015 Town of Erie Special Events	504	#9
Youth Sports	488	#10
Maps	429	#11
Facility Information	405	#12
Fees & Membership	399	#13
Classes and Programs	391	#14
Building Division	390	#15
Tree Incentive Program	390	#16
Government	358	#17
Departments	355	#18
Group Fitness Classes& Schedule	335	#19
Residential Cost Share Program	333	#20
Board of Trustees	319	#21
Residential & Commercial Construction Map	300	#22
Public Works	292	#23
Fitness & Wellness	277	#24
Resident	267	#25

Erie Government Television Streaming Video via Website - OVERVIEW

OVERVIEW



WHAT MEDIA YOUR CITIZENS ARE VIEWING

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

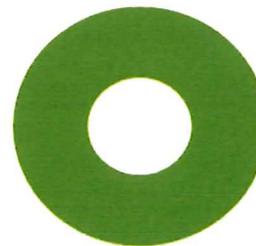
ALL MEDIA

Filter by title

Media Title	Type	Total Views
Erie Channel 8 Live Feed	Encoder	76
Board of Trustees - Jan 27th, 2015	Archive	58
Board of Trustees Study Session - Jul 16th, 2013	Archive	29
Board of Trustees - Feb 10th, 2015	Archive	29
Board of Trustees & Urban Renewal Authority Meeting - Jan 13th, 2015	Archive	21
Board of Trustees - Feb 10th, 2015	Live event	18
Board of Trustees Study Session - Feb 17th, 2015	Live event	18
Board of Trustees - Feb 24th, 2015	Archive	12
Board of Trustees Public Meeting, Study Session & Special Meeting - Jan 20th, 2015	Archive	12
Board of Trustees - Feb 24th, 2015	Live event	12

312

Total Media Stream Views



■ 312 External Views
 ■ 0 Internal Views

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: March 24, 2015

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

DEPARTMENT: Public Works

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

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

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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.

Consilium Partners and Town Staff are working to finalize furniture for the Police Station and Municipal Court.

Consilium Partners is working to finalize the low voltage and security aspects of the project.

Fransen Pittman was able to make great progress throughout February and March.

- Wall panels were poured and stood in early February.
- Steel structure was started which included the columns, roof joists, and roof decking.
- Wood elements of the structure were installed which include the structural insulated panels and glulam that make up the courtroom roof structure.
- Framing of the curved entry wall began in early March. Preparations for exterior paint began after the wall panels were stood.
- Xcel Energy installed the majority of the gas and electrical services for the building.

Construction Progress/ Schedule

Notice of Award & Notice to Proceed (Site Work)	August 27, 2014
Final Guaranteed Maximum Price Awarded	November 18, 2014
Building Dry In	Fourth Week of March
Interior Framing	First Week of April
Estimated Project Completion	Summer 2015

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



View of building with wall panels and structural steel.



View of courtroom.



View of wall panel being installed with crane.



Aerial Photograph of project site.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

a. None

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

SUBJECT: STAFF REPORT
2014 Public Works Annual Report

DEPARTMENT: Public Works

PRESENTER/PREPARER: Gary Behlen, Director of Public Works
Kris McDaniel, Public Works Coordinator

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

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Enclosed is the 2014 Public Works Annual Report, which tells of undertakings made in the Department of Public Works (DPW) for all divisions. DPW uses this report as an educational and reference tool both inside and outside Erie. It is a great opportunity to showcase Public Works, reference what the department does as a whole, use as a budgeting and forecasting tool, and highlight what have been accomplished in 2014.

Included in this newsletter are articles such as:

- **Letter to the Community** – A brief message from the Director relating the department’s overall purpose and highlighting some accomplishments.
- **Divisions** – Administration, Engineering, Erie Municipal Airport, Operations and Maintenance/Utilities (Facilities, Fleet, Streets, Meters, Distribution/Collection/Storm, Water Treatment, Wastewater Treatment) – A brief overview of each division, statistics, accomplishments, and performance measure information.
- **Capital Improvement & General Projects** – highlights active 2014 Capital Improvement and General Projects.
- **Community Outreach Events** – presents some of the public programs and events that DPW hosted including the Annual Open House, Clinics, Clean-Up Program, and Public Works Week.
- **Grants, Awards & Publications** – references grants and awards received.
- **Incentives for You** – features benefits available to our residents including the Adopt-A-Road Program, Clean-Up Program, High Efficiency Washing Machine Rebates, Do-It-Yourself/Indoor/Outdoor Audits, Waterwise Seminar, Notify Me via the Town’s website, and iPhone/Pod/Pad Citizen Request application and Reporting Street Light Outages.
- **Financial Snapshot** – reflects a quick snapshot of the 2014 financials for capital and operations.
- **Get to Know Us** – introduces DPW Staff and their years of service.
- **What’s Coming in 2015** – sneak peak of things to come in the new year.

Staff Review:

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

Approved by:

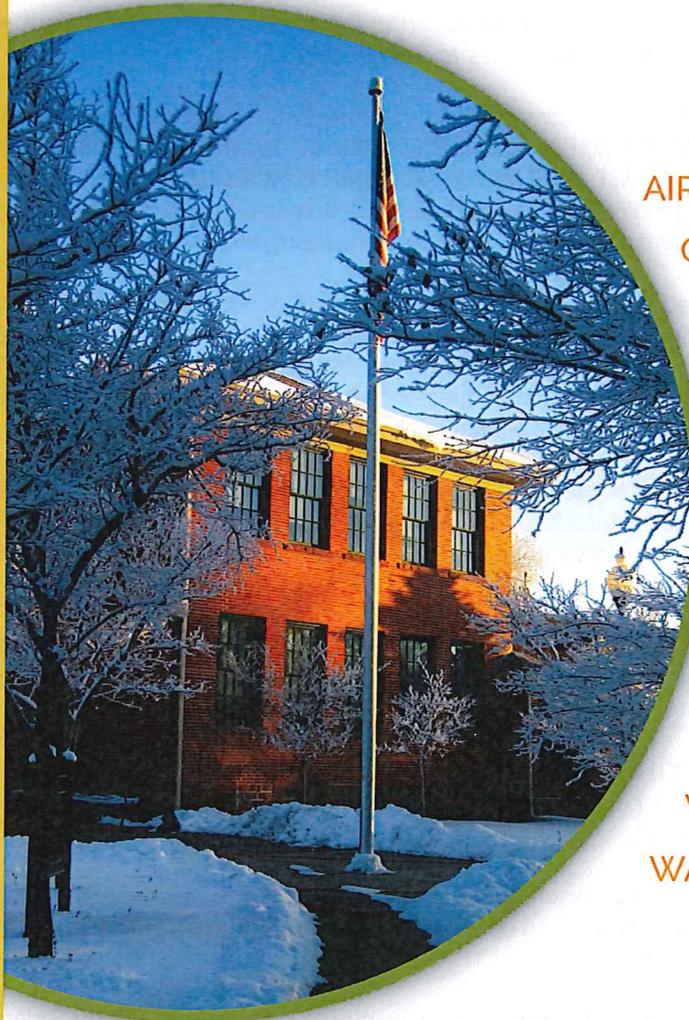


A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Annual Report

TOWN OF ERIE
DEPARTMENT OF PUBLIC WORKS
ANNUAL REPORT



- AIRPORT
- CONSTRUCTION
- MAINTENANCE
- PLANNING
- SEWER
- STORM
- STREETS
- TRAILS
- TRANSPORTATION
- WATER
- WATER RECLAMATION
- WATER TREATMENT

FOR THE YEAR 2014



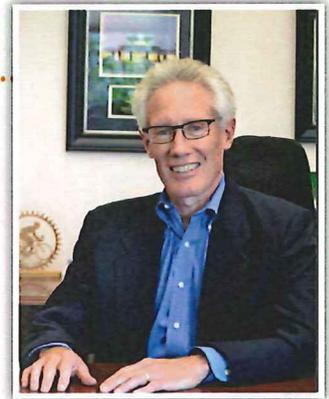
645 Holbrook Street | P.O. Box 750 | Erie, CO 80516
p: 303-926-2870 | www.erieco.gov/public_works

LETTER TO THE COMMUNITY

GARY W. BEHLEN | DIRECTOR OF PUBLIC WORKS

This Department of Public Works (DPW) Annual Report to the community highlights the key accomplishments of 2014 and a preview of what's to come in 2015.

The Department of Public Works (DPW) consists of 41 Full time Equivalents (FTE) employees in various divisions including: **ADMINISTRATION, ENGINEERING, FACILITIES MAINTENANCE, DISTRIBUTION/COLLECTION/STORM DRAINAGE MAINTENANCE, FLEET MAINTENANCE, STREETS MAINTENANCE, WATER METERS, WATER TREATMENT, and WASTEWATER TREATMENT.** I am proud of how we as a team have faced the changes and challenges of our growing community with enthusiasm and professionalism.



In April 2014, 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. Immediately following the election results, DPW staff, the project management team and contractors got to work. Foundations for the building began to be poured in November of last year and construction is expected to be completed by this summer.

Construction of the 4 million gallon treated water storage tank has been completed. The tank was constructed adjacent to the Town's existing 1.5-million gallon tank located northeast of Vista Ridge and Colorado National Golf Club. The \$3.8-million structure will hold potable water to serve the Town's Zone 3 customers that includes the following neighborhoods: Vista Ridge, Vista Pointe, Orchard Glen, Canyon Creek, Colliers Hill and Compass.

The section of South Coal Creek Trail damaged during the flood of 2013 was finally re-opened for use in September of 2014. Rehabilitation work along the trail included construction of a wooden boardwalk to keep bicyclists and pedestrians safe and dry.

Several other key projects in 2014 included: the High Service Pump Station generator (\$310,000); the Arapahoe Ridge Drainage project (\$215,000); the pedestrian bridge over Coal Creek (\$290,000) and the parking lot/trail head at the Leon A. Wurl Service Center (\$157,000).

During the 2013-2014 snow removal season, the Town experienced 13 snow events with a total of 30 inches of snow. DPW crews plowed 16,132 miles of road and used over 275 tons of ice slice. Our crews logged over 1,277 hours keeping Erie's streets clear and the traffic flowing.

The Water Treatment and Wastewater Treatment Divisions currently serve over 7,200 residential and over 130 commercial customers. We deliver these services 24 hours a day 365 days a year while protecting the environment, community and economic interests we all value.

I am proud of the DPW staff, honored to work with such a professional staff, and appreciative of all the services that the DPW staff provides to the Town of Erie residents every day.

Thank you for taking the time to review our annual report. If you have any additional questions, please visit our website at www.erieco.gov, send us an email, or give us a call at 303-926-2870.

Gary W, Behlen
Director of Public Works

ADMINISTRATION

Public Works Administration manages and coordinates the overall direction for the Public Works Department. This Division also administers Town policies, develops departmental policies and procedures, prepares and manages budgets, prepares Board agenda items, supports the Town Administrator and Board of Trustees, and ensures effective management and operational conditions of the department.

The team manages all of the Capital Improvement Projects (CIPs) undertaken by the water, storm drainage, and wastewater utilities as well as capital projects in the general, transportation, public facilities, and trails and natural areas funds.

SPECIFIC ACTIVITIES BUDGETED INCLUDE:

- Water Rights Acquisition
- Plans and Specifications Preparation
- Regulatory Compliance
- Required Consumer Reporting
- Regional Coordination and Planning
- Financial Plans and Rate Studies
- Water Conservation Program
- Capital Requirements
- Raw Water Storage
- Master Plans Oversight
- Contract Administration
- Water Planning

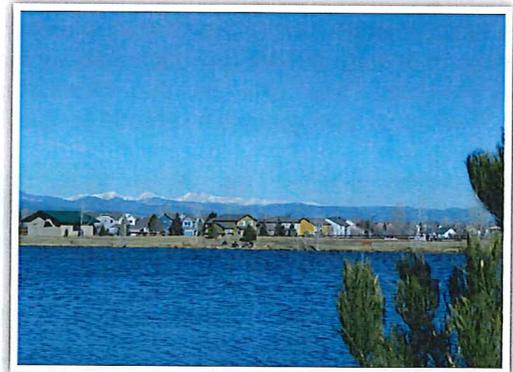


PERFORMANCE MEASURES

- Budget is “an estimation of the revenue and expenses over a specified future period of time”. Our acceptable range for actual expenditures is between 80% - 90% of the overall budget.
- Purchasing Policy states all expenditures over \$10,000 require Board of Trustees action. Our acceptable range is between 50 - 100 agenda items requiring action.

HOW WE MEASURED IN 2014:

- Spent 84% of the operational budget and 40% of the capital budget allocated.
- Presented 76 action agenda items and 40 staff items.



DIVISION FACTS

5.5 FTEs (incl O&M)

Board of Trustees Agenda Items:

- 116 items Total
 - » 51 Consent Items
 - » 1 Ordinance Items
 - » 3 Presentation Items
 - » 3 Proclamation Item
 - » 18 Resolution Items
 - » 40 Staff Items

ENGINEERING

Engineering has 7 FTEs which organizes, directs, implements and monitors the planning, contracting, designing and inspecting of all capital improvement and private development projects within the Town. DPW also maintains and updates the Geographic Information System (GIS). Engineering ensures all projects and developments meet Town construction standards and Board of Trustee's goals.

Engineering provides services to residents such as guidance with engineering and development issues, issues grading and stormwater quality permits, public improvement permits, general flood plain information, and coordinates with outside agencies, prepares various maps and updates to the Standards and Specifications annually.

CAPITAL IMPROVEMENT PROJECTS: Engineering is involved in all phases of capital improvement projects including conceptual planning, budgeting, design, contract bidding/management, construction supervision and inspection. Most capital improvement projects are identified in the master plans.

PRIVATE DEVELOPMENT: Engineering ensures public improvements associated with private developments are designed and constructed in accordance with Town Code. Construction plans and site plans are reviewed and accepted by Engineering. All public infrastructure improvements including roads, curb and gutter, sidewalks, water, sewer, and storm water facilities are inspected and accepted by the Town Inspectors.

GIS DEVELOPMENT: two CAD/GIS staff members maintain an AutoCAD and GIS system for the entire Town. Staff verifies data collected and provides/updates maps for all departments within the Town as well as produces maps for special events. Staff also uses this information for updating the annual Highway Users Tax Fund (HUTF) report for CDOT which in turn generates revenue for the Town to use on transportation projects.

PERFORMANCE MEASURES

- To assist with the workload, the Engineering Division may send a submittal out for an external review (reimbursed by the Developer). Our acceptable range for external review costs is between \$50,000 - \$75,000.

HOW WE MEASURED IN 2014:

- The DPW spent \$13,892 on external review.

ERIE MUNICIPAL AIRPORT

Erie Municipal Airport (identified as EIK) is owned by the Town of Erie and located on Colorado Highway 7, about 3 miles west of Interstate 25. Vector Air, LLC operates all aspects of the airport through a public/private partnership agreement. Services include the Fixed Based Operator (FBO), day-to-day maintenance and operation services, airfield maintenance, airport security, flight instruction, aircraft rental and repair, fuel sales, tenant relations, and lease management. Together, the Town and Vector Air manage the following activities at EIK: capital improvement planning, grant applications and management from the Federal Aviation Association and Colorado Division of Aeronautics, interaction with Federal and State aviation departments, and compliance with Federal and State aviation regulations.

DIVISION FACTS

0 FTEs

Runway 15/33 facts:

- 4,700 Foot Concrete Runway
- Runway Identifier Lighting
- 5 Runway/Taxiway Connectors
- Runway and Taxiway Lighting
- AWOS for real time weather info
- Precision Path Indicators (PAPI)
- Instrument approach
- Two 12,000 gallon fuel tanks serving Jet A and 100 LL Fuel



FACILITIES

Facilities Maintenance Division has 3.5 FTEs that provide general maintenance and custodial services for all Town-owned facilities. General maintenance duties are performed in-house, while specialized maintenance, such as elevator inspections/repairs, HVAC preventive maintenance/major repairs, pest control and annual state inspections are contracted out.

Facilities Maintenance Technicians provide maintenance for Town Hall (18,907 SF), Leon A. Wurl Service Center (60,000 SF), Water Treatment Facility (22,516 SF), North Water Reclamation Facility (24,328 SF), Erie Community Center (63,764 SF) and the Erie Community Park Plaza/Concession Stand Facility (120 SF).

Custodial Services for Leon A. Wurl Service Center, Town Hall and the Erie Community Center buildings are contracted out. Janitorial services for all other facilities are performed by one part-time custodian.

PERFORMANCE MEASURES

- Custodial services for LAWSC, Town Hall and ECC are contracted out. Janitorial services for all other facilities are performed by one part-time custodian. The acceptable range is \$0.75 to \$1.00.
- The cost of maintenance per square foot (SF) is used for future planning. The acceptable range is between \$5.00 to \$10.00 per SF.

HOW WE MEASURED IN 2014:

- The cost per square foot for custodial services was \$0.79.
- The cost for maintenance per square foot was \$5.73.

FLEET MAINTENANCE

PERFORMANCE MEASURES

- With one mechanic, the acceptable range for work orders completed in-house versus contracted is between 50%/50% to 60%/40% respectively.
- The acceptable range for overall replacement of the fleet is within 5% to 10%.
- The acceptable range for average maintenance cost per vehicle is between \$1,000 to \$2,000 and per equipment unit is \$2,000 to \$3,000 (not including fuel usage or fluids).

HOW WE MEASURED IN 2014:

- 78% of work orders were completed in house while 22% were contracted.
- 9% of the fleet was replaced.
- Average maintenance cost per vehicle was \$932.24 and equipment was \$2,083.27 (not including fuel).

Fleet Maintenance Division has 1 FTE who maintains the Town's fleet of 52 vehicles in the Administration, Community Development, Parks & Recreation, Police and Public Works departments. The division also maintains 36 pieces of heavy equipment for Public Works and Parks. Maintenance is provided through a combination of in-house and contract maintenance. There are 22 units that are snow plow capable. This includes five large dump trucks, five pickups with v-plows, three pickups with straight plows, one loader, one motor grader, two backhoes, three skidsteer type units, one 4-wheeler with plow, and one Toro mower with v-plow. Some units are only used on trails and sidewalks.

Fleet uses a tracking system for expenses incurred with any unit. This allows us to complete an analysis each year for replacement criteria. If a unit meets two of the three criteria (age, mileage/hours, maintenance cost) then the unit is requested to be replaced. In 2014, 9 units were replaced and 3 additional units were purchased.

Fleet is housed at the Leon A. Wurl Service Center and maintains a shop to perform preventative maintenance such as oil changes, fluid replacement, inspections and minor repairs for all Town units. Minor repairs to engine, brakes, electrical, tires, etc., are completed in-house. Major repairs such as transmission replacement, engine rebuild, body repairs, etc., are contracted out. There were 465 work orders processed in 2014. The Service Center also serves as a fueling station for Town vehicles and equipment.

STREET MAINTENANCE

Streets Division maintains all public paved and unpaved roads in the Town. Road maintenance activities include road blading, street sweeping, snow removal, asphalt maintenance, signs and marking, shoulder work, and concrete work.

SIGNAGE: Streets maintains all street sign blades and regulatory and warning signs in accordance with the MUTCD. If you notice a street sign missing, contact us for replacement.

STREET CLEANING: All Town streets are swept in the spring and fall. Additional sweeping is performed throughout the year as needed.

SIDEWALK MAINTENANCE: DPW works closely with the residents to ensure sidewalks remain safe. If a sidewalk is reported as having a hazard, an evaluation is performed and if criteria are met, repair is scheduled. This is accomplished through a cost-sharing program with the owner of the damaged area. Repairs for detached sidewalks are the homeowner's responsibility, per Municipal Code 7-1-4.

ASPHALT REPAIRS: DPW keeps the streets of the Town safe for motorists, bicyclists, pedestrians and commercial vehicles through its pothole, crack sealing and patching programs. Roads are patched/repared on a regular basis.

STREET RESURFACING: DPW uses a pavement management program to identify areas in need of resurfacing. Work identified is completed either through the Street Maintenance Services for smaller items such as patchwork or crack sealing, or the Street Maintenance Program for larger items such as seal-type treatment or reconstruction.

SNOW REMOVAL: DPW continually focuses on all primary routes (major arterials) providing critical access in and out of Erie during a snowstorm. Once the snowfall rate has decreased and all primary routes are clear, plowing begins on all secondary routes (minor arterials and collector streets) in neighborhoods. If the accumulation is 12-inches or more and expected to remain for several days, one center pass will be made on all tertiary routes (internal streets) once primary and secondary routes are clear. Property owners are responsible for clearing their sidewalks within 24 hours after each storm. Maps of all streets and their classifications are listed on the Town website at www.erieco.gov/snow.

PERFORMANCE MEASURES

- Each segment of roadway has a Remaining Service Life (RSL). The Pavement Management System tracks the current RSL rates for all categories of roads including: arterial (major), collector (minor), and locals (internal). The acceptable range is to have 80% of segments between 5 - 15 years.
- The average cost of street maintenance per mile is used for future planning. The acceptable range is \$3,000 to \$8,000.

HOW WE MEASURED IN 2014:

- RSL between 0-5 years is 4.2%; 5-10 years is 79.4%; 10-15 years is 8.9%; 15-20 years is 7.5%. Average is 9.41%
- The average cost of maintenance per mile was \$7,208.71
- The average cost of rehabilitation per mile was \$275,799.78

DIVISION FACTS

3 FTEs

- 122.42 Miles of Paved Streets
- 2.45 Miles of Roads Rehabilitated
- 2,407 LF of Curb & Gutter Replaced
- 3,206 SF of Combination Curb/Gutter/Sidewalk Replaced
- 638 Curb Miles Swept
- 4,350 signs maintained
- 367 Signs Installed
- 544,312 LF of Roads Striped
- 18,532 SF of Road Surfaces Asphalt Patched
- 41,455 lbs of Asphalt Used for Pothole Repairs
- 137,460 lbs of Crack Sealant Material Used
- 35 Miles of blading for dirt roads
- 425 tons of road base used for alley and shoulder maintenance
- 13 Snow Events Between Nov 2013 - Mar 2014 totalling 30.3"
- 275 Tons of Ice Slice Applied to Roadways
- 16,132 miles plowed at 17mph avg and 1,277 hours
- 400 Public Works Inspections

DISTRIBUTION, COLLECTION & STORM DRAINAGE MAINTENANCE

Distribution/Collection/Storm Drainage Division operates and maintains the water transmission, sanitary sewer and storm drainage collection systems. Staff performs routine preventive maintenance for all fire hydrants, valves, pressure relief valves, sanitary sewer cleaning, vacuuming of lines and emergency repairs. Each system is divided in to four quadrants and maintained on a rotating schedule.

HYDRANT MAINTENANCE: DPW flushes water main routinely in spring and fall as the demand for water tends to be lower. This process allows testing of hydrants for water flow and pressure, identifying maintenance or replacement needs, and exercising and maintaining valves. Most importantly, flushing enhances water quality helping any sediment in water mains to work its way out of the system. DPW also routinely contracts and/or repaints the hydrants.

LOCATES: If you are performing any work in your yard requiring you to dig, you should call **Colorado 811** at 811 at least 48 hours prior to digging. They will notify the appropriate utility companies in the area of work to come and locate them for you. This is a free service to you. DPW will locate the water services up to the meter pit.

MAIN LINE BREAKS: If there is a break in water or sanitary sewer lines, our crew inspects the situation to determine if the source is a main line or service line. DPW performs needed repairs on all main lines. Breaks in service lines are the responsibility of the homeowners although coordination with the Town is essential.

INSPECTIONS: Inspection programs determine current sewer conditions and aid in planning a maintenance strategy. Video inspections are the most cost efficient and most effective method to inspect the internal condition of a sewer. Visual inspections of manholes and pipelines are also vital in fully understanding the condition of a sewer system.

DIVISION FACTS 5.5 FTEs

- 137 Miles of Water Lines
- 988 Total Fire Hydrants
 - » 1% In-House Painted
 - » 0% Contract Painted
 - » 100% Flushed
- 3,653 Water Valves – 16% exercised
- 1 Water Line breaks
- 18 PRVs maintained monthly
- 5,077 Locates Requested
- 94 Miles of Sanitary Sewer Lines
 - » 29% Cleaned
 - » 10% Video Inspected
- 2,624 manholes – 22% inspected
- 0 main line breaks
- 47,765 LF of sanitary sewer video inspected
- 44 Miles of Storm Drainage Lines – 10% video inspected
- 940 storm drainage inlets – 1% maintained

PERFORMANCE MEASURES

- When a locate request is received, the Town has 72 hours to respond. Our acceptable range is within 24-36 hours.
- The acceptable range for leak detection of water lines each year is between 10% - 20%.
- The acceptable range for camera inspection of sanitary sewer each year is between 10% - 20%.
- The acceptable range for camera inspections of storm sewer lines each year is between 10% - 20%.
- The acceptable range for operational maintenance cost per mile of water lines is between \$1,000 to \$2,000.
- The acceptable range for operational maintenance cost per mile of sanitary sewer lines is \$1,000 to \$2,000.
- The acceptable range for operational maintenance cost per mile of storm sewer lines is between \$3,000 to \$4,000

HOW WE MEASURED IN 2014:

- 100% of locates were performed in the acceptable range.
- Leak detection was performed on 22% of the distribution system.
- Camera inspections were performed on 10% of the sanitary sewer system.
- Camera inspections were performed on 10% of the storm sewer system.
- The average operational cost of maintenance per mile of water line was \$1,106.
- The average operational cost of maintenance per mile of sanitary sewer line was \$1,851.
- The average operational cost of maintenance per mile of storm sewer line was \$3,607.

JETTING: During the spring and fall, a quadrant of the collection system is jetted and vacuumed. Jetting directs high velocities of water against pipe walls, removes debris and grease build-up, clears blockages, and cuts roots within small diameter pipes.

KEEP IT CLEAN PROGRAM: The Town actively participates in the Keep It Clean Partnership regarding storm water. The primary goal of the Keep it Clean Partnership is to implement a regional stormwater management program, not only to comply with the federal Phase II stormwater regulations, but to also address broader water quality watershed issues.

URBAN DRAINAGE: The Town collaborates with Urban Drainage and Flood Control District (UDFCD) for maintenance of stormwater areas located in Boulder County. As new drainage facilities are constructed, the Town ensures they meet the UDFCD criteria for maintenance eligibility. Weld County portions may be included in the future.

WATER TREATMENT

PERFORMANCE MEASURES

- The acceptable range for water taste/odor complaints is between 0 - 10.
- The acceptable range for treatment operating cost per thousand gallons is between \$0.75 and \$1.00.

HOW WE MEASURED IN 2014:

- 4 water taste/odor complaints were received.
- Average treatment operating cost per thousand gallons was \$1.09.

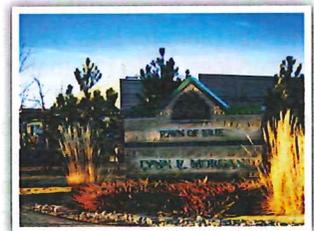
Water Treatment Division operates and maintains the 9.9 million gallons per day (mgd) Lynn Morgan Water Treatment Facility (WTF). The facility utilizes an advanced membrane process to produce a firm capacity of 9.9 MGD, with a peak capacity of 12.2 MGD. WTF staff also operates and maintains the pretreatment facility, pump stations, interconnects, water storage facilities, and local reservoirs. Staff monitors all

aspects of the water treatment process through the use of a Supervisory Control and Data Acquisition (SCADA) system.

The WTF staff's goal is to provide top quality, safe and dependable water in ample quantity at all times. Using submerged microfiltration membranes and pressure membrane system, the WTF is the only facility in the country to use both systems. This technology is so unique that the WTF staff hosts multiple tours and seminars for visitors from all over Colorado, the US, and other countries.

DPW provides a Consumer Confidence Report provides our water customers with information about the quality water and services the Erie delivers to you daily. This report is also available on the Town's website at www.erieco.gov.

The WTF laboratory conducts constant testing to ensure quality drinking water. Staff monitors drinking water according to federal and state laws. We are proud that Erie meets and exceeds all federal and state drinking water standards with no violations. Erie continues to meet increasingly high water quality standards in a cost-effective manner for the citizens of Erie. WTF Staff also monitors the reservoirs for water quality.



WTF staff work closely with Administration and Engineering on Capital Improvement Project needs. In 2014, two of the major projects included starting a cyclical replacement and upgrade of the 15 year old membrane treatment and a replacement and upgrade of the Zone 3 generator, and starting construction of a new 4 million gallon finished water storage tanks to be completed in 2015.

The WTF continually works on optimizing the treatment process and reducing treatment costs. Due to previous year's improvement, optimizations and pump replacements, electrical costs have been significantly reduced to below 2010 costs. That results in the 2014 year end electrical costs being 28% lower than 2010 year end costs. A \$72,000 per year savings results in a cost reduction of 7 cents per thousand gallons produced.

In September 2013, Staff attended the joint Rocky Mountain section of American Water Works Association (RMSAWWA) and the Rocky Mountain Water Environment Association (RMWEA) in Keystone, Colorado. The Town of Erie unanimously won a "Landslide Victory" in the blind taste test for the Best Water in Colorado competition! As the winner of this competition, they competed in the national "Best of the Best" taste test in Boston, Massachusetts in June 2014.

DIVISION FACTS

5.5 FTEs

- 9.9 MGD Water Treatment Capacity
- 2.63 MGD Average Daily Flow
- 6.43 MGD Average Peak Flow
- 960.6 MG Treated
- 7,195 Water Taps
- 133,509 Gallons Treated Per Tap

WASTEWATER TREATMENT



Wastewater Treatment Division operates and maintains a multi-awarded 1.5 million gallons per day (mgd) North Water Reclamation Facility (NWRf). All of the wastewater from residential and commercial customers is treated using the Integrated Film Activated Sludge (IFAS) technology.

Our goal is to operate the NWRf as a good neighbor, minimize odors, and return the treated effluent to the creeks while meeting all state and federal standards. Many tours have been given to various entities since this award-winning facility has been in operation.

The NWRf utilizes various physical and biological processes to remove organic and inorganic constituents from wastewater. Influent pumping, screening, grit removal, activated sludge, sedimentation and ultraviolet disinfection are some components making up the facility. Laboratory staff conducts testing to monitor compliance with Colorado Department of Public Health and Environment (CDPHE) and United States Environmental Protection Agency (USEPA) discharge requirements as well as meeting discharge permit limits.

The NWRf produces Class A Biosolids using lime stabilization. The biosolids are available for public use. Look for more information soon.

Also a 1,000 AF (326 million gallons) reuse water reservoir serves reuse water for irrigation of Town parks, golf course areas and future areas.

DIVISION FACTS

5 FTEs

- 1.2 MGD South Wastewater Treatment Capacity
- 1.5 MGD North Wastewater Treatment Capacity
- 1.19 MGD Average Daily Flow
- 1.61 MGD Average Peak Flow
- 432.6 MG Treated
- 6,912 Sewer Taps
- 62,587 Gallons Treated Per Tap

PERFORMANCE MEASURES

- The acceptable range for odor complaints is between 0 - 2.
- The acceptable range for treatment operating cost per thousand gallons is between \$1.00 and \$5.00.

HOW WE MEASURED IN 2014:

- 1 odor complaints were received.
- Average treatment operating cost per thousand gallons was \$2.64.

METERS

Meters Division is responsible for installing, repairing, reading, changing out, turning on and off, and re-reading water meters throughout the Town.

Meters works closely with the Utility Billing (Finance) to ensure that meter reads received are accurate. The crews use a laptop and hand held devices that receives a wireless signal put out by the transmitter located by wire to the water meter. Meters are generally read the last week of the month. Utility bills are generally mailed out within the first two weeks of the month. Prior to reading activities, notifications are posted for disconnection of services.

If you call in a concern to Utility Billing (303.926.2752), they issue a work order to the tech. While most meters are located in their yard in a meter pit, some residents have meters in their house, generally in the basement. Those homeowners will be sent a letter requesting to schedule a time for access. Techs communicate results with the residents through action cards if the resident is not available at the time the work order is completed. A blue card will be posted if the meter pit is not accessible (i.e. landscaping, etc) and a yellow card is posted with the results of an investigation requested for usage.

Staff completed multi-year mass change out project for all water meters. In 2014, replacements were completed on an as-needed basis.



PERFORMANCE MEASURES

- The life expectancy of water meters is approximately 10 years. Each year, the crew replaces a percentage of the meters. Our acceptable range is between 5% to 10%.
- The DPW tries to minimize the request for re reads of water meters. The acceptable range is between 1% to 1.5% monthly.

HOW WE MEASURED IN 2014:

- 0.044% of the existing meters were replaced.
- An average of 0.310% of re-reads were performed each month.

DIVISION FACTS

2 FTEs

- 7,195 Water Taps (Meters) read each month
- 261 New Meter Installations
- 10 In-house Meter Replacements
- 28 Outside Meter Replacements
- 854 Final Reads Performed
- 185 Turn On/offs Performed
- 634 Disconnection Notices Posted
- 268 Re-reads Performed
- 1,718 service work orders
- 93 hydrant meter check out/in
- 84 In-house water monitor meters used

CAPITAL IMPROVEMENT & GENERAL PROJECTS

Some of the active projects in 2014 included:

- **4MG WATER STORAGE TANK:** Construction of an additional above-ground treated water storage tank for Zone 3.
- **COAL CREEK TRAIL – BONNELL CONNECTION:** This project includes the design and construction of a trail and pedestrian bridge to connect the existing trail on the east side of Coal Creek with the trail and sidewalk system on the west side of Coal Creek. Project will be complete in February of 2015.
- **EAST PARKING LOT AT THE LEON A. WURL SERVICE CENTER:** Design and constructed a new parking lot on the east side of the Leon A. Wurl Service Center to provide parking for employees, visitors and trail users.
- **TAXIWAY LIGHTING AND GUIDANCE SIGNS:** With grant monies from Colorado Division of Aeronautics, installation of taxiway lighting and new guidance signs along the main taxiway to provide operational safety for aircraft operating at night.
- **ERIE LAKE BY-PASS:** This project will connect the existing 36-inch non-potable waterline on the west side of State Highway 287 with existing 24-inch and 16-inch non-potable waterlines, and provide a direct connection to Erie Lake, bypassing the pre-pond. The design was complete in 2014, and will bid and start construction early in 2015.
- **SOUTH COAL CREEK TRAIL EXTENSION:** Flood Recovery work which includes; pedestrian bridge and drop structure repair, debris and sediment removal and crusher fine trail repair.
- **GRANDVIEW DRAINAGE IMPROVEMENTS:** The design of improvements within Grandview was done after the August 2013 rain storm. The improvements included areas that the Town is responsible for and areas that the HOA are responsible for. The Town's improvements have been completed.

MORE 2014 ACTIVE PROJECTS...

- 111th Street Storm Improvements
- 4MG Water Storage Tank
- Airport Drainage Improvements
- Airport Drive Waterline Replacement
- Airport Master Plan Update
- Arapahoe Ridge Drainage Improvements
- Boulder Creek Improvements
- Cemetery Fence Installation
- Coal Creek Improvements
- Coal Creek Reuse Waterline
- Coal Creek/Rock Creek Master Plan
- Coal Creek Trail – Bonnell Connection
- Collection System Assessment
- Concrete Maintenance Program
- County Line Road Sidewalk (Erie Parkway north)
- Drainage Channel Improvements
- Drought Mitigation Plan
- East Connector Drainage Improvements
- East Parking Lot at LAWSC
- Erie Lake ByPass
- Erie Lake Dam Stabilization
- Erie Parkway/Meller Street Stop Light
- Fleet Replacements
- GIS Development Project
- Grandview Drainage Improvements
- HSPS Generator Upgrade
- Locate Fiber to NWRP
- Mag Chloride Tank Purchase
- Membrane Unit Replacement
- New Water Supply Reservoir
- Non-Potable Water Master Plan
- Northern Integrated Supply Project (NISP)
- Outfall Systems Plan West of Coal Creek Update
- Powered Activated Carbon Unit
- Public Safety Facility
- Pump Station Upgrades
- Raw/Reuse Water Reservoir
- Transportation Safety Plan
- Thomas Reservoir Drainage Channel Improvements
- South Coal Creek Sanitary Sewer Line
- South Coal Creek Trail Extension
- South Water Reclamation Facility Modifications
- State Highway 7 Sidewalk
- Street Maintenance Program
- Storage Facility for Rec Equipment
- Taxiway Lighting System & Guidance Signs
- Town Hall Remodel
- Vista Ridge Commercial Access Improvements
- Vista Ridge Drainage Repair
- Water Conservation Plan Update
- Water Meters & Yokes
- Weld County Road 5 Bridge Repair
- Wind Sock and Segmented Circle
- Windy Gap Firming Project

COMMUNITY OUTREACH EVENTS

Our goals are to continually educate the public about what DPW is all about as well as keep everyone informed of events and construction that will affect our community. With this, DPW posts regular Newsflashes on happenings in the Town as well as hosting some special events throughout the year.

FEBRUARY 6, 2014 • ANNUAL PROJECTS & DEVELOPMENT OPEN HOUSE

Annual open house for all residents to come and see what developments and CIPs that are planned for the current year. This event is held at the Erie Community Center, with staff on-hand to answer any questions.

FEBRUARY 11, 2014 • COAL CREEK/ROCK CREEK MASTER DRAINAGE WAY PLAN PUBLIC INFORMATION MEETING

Public information meeting reviewing the Coal Creek/Rock Creek Master Drainage Way plan.

APRIL 9, 2014 • WATER-WISE LANDSCAPE SEMINAR

The Water-Wise Landscaping Seminar presented by The Center for ReSource Conservation was a free seminar that explored various techniques to use in designing and maintaining your landscape that will promote the conservation of our natural resources. Through a little planning and the use of some innovative methods, you can learn how to use your landscape to help reduce energy and water use.

MAY 3, 2014 • 9TH ANNUAL SPRING CLEAN-UP

This event is offered as a service to the Town of Erie residents allowing free disposal of large items at the landfill, donate gently used or unwanted items through Goodwill, disposal of tree limbs, electronic items, document shredding and paint disposal.

MAY 18-24, 2014 • NATIONAL PUBLIC WORKS WEEK

The APWA hosts a National Public Works Week to recognize staff and educate residents on the services Public Works Departments provide. DPW provided tours of the Water Treatment Facility, North Water Reclamation Facility and Leon A. Wurl Service Center for all to learn the processes through each facility. Tours were available to residents, Town Staff and Board Members. An employee appreciation picnic was also held.

JULY 9, 2014 • COAL CREEK TRAIL-BONNELL CONNECTION OPEN HOUSE

Public Information meeting reviewing the options for the Coal Creek Trail - Bonnell Connection.

SEPTEMBER 6, 2014 • ANNUAL STORMWATER QUALITY BOOTH AT THE GREAT ERIE OUTDOOR ADVENTURE

Information booth reviewing annual stormwater quality at the Great Erie Outdoor Adventure held at the Erie Community Park.

SEPTEMBER 13, 2014 • 9TH ANNUAL FALL CLEAN-UP

This event is offered as a service to the Town of Erie residents allowing free disposal of large items at the landfill, donate gently used or unwanted items through Goodwill, document shredding, recycling of metal items and more.

GRANTS, AWARDS & PUBLICATIONS

ORGANIZATION	PROJECT	GRANT RECEIVED
Federal Aviation Administration (FAA)	East Connector Drainage Repair	\$30,000
Colorado Division of Aeronautics (CDOA)	Snow Plow, Sweeper and Mower Purchases; Windsock and Segmented Circle; East Connector Drainage Repair	\$301,667
Office of Water Conservation, Drought and Planning	Drought Mitigation	\$33,087
Colorado Water Conservation Board	Flood Recovery (2nd Disbursement)	\$25,000
CDOT	Weld County Road 5 Bridge Repair	\$159,000
TOTAL		\$548,754

ORGANIZATION	PROJECT	AWARD DESCRIPTION
American Water Works Association		Best Tasting Water in the Rocky Mountain Region
Design Build Institute of America	North Water Reclamation Facility	National Honors

INCENTIVES FOR YOU

ADOPT A ROAD PROGRAM: a partnership between the Town and residents/ businesses to keep the roadways clean. This program is simple: groups of individuals adopt a portion of a road and keep it clean of litter, graffiti and illegal dumping. DPW provides free cleaning supplies, trash pickup, and support for neighborhood clean ups and public recognition. For more information on how you can join this program, contact George Hubert at 303-926-2889.

CLEAN UP PROGRAM: Generally offered to residents one day in both the Spring (May) and Fall (September).

- Free Disposal: Residents may take loads to the Front Range Landfill for free
- Donate Gently Used Home Supplies and Building Materials to Goodwill
- Document Shredding: Dispose of you unwanted documents to be shredded.

CONNECT WITH US!

INTERACTIVE WEBSITE

Visit www.erieco.gov and select Notify Me to sign up to receive emails and/or text messages for project information. Select the "Service Request" button to report maintenance issues you notice around town.

IPHONE/POD/PAD APP

Download the Citizen Request Tracker application and you can report items you see needing attention. This app uses GPS and the camera to collect all the information quickly.

REPORT A STREET LIGHT OUTAGE

Street lights are owned and maintained by the power companies. The best way to get a street light outage repaired is for you to report it to the power company that you pay your bill to (United Power or Xcel Energy). To expedite the process, you should have the pole number and nearest intersection/street or cul-de-sac. You can call or submit the request via their website:

United Power
303-659-055

<http://unitedpower.com/mainNav/outageInfo/streetLight.aspx>

Xcel Energy
1-800-895-4999
<http://www1.xcelenergy.com/ODL/OUTAGEREPORT/>

HIGH EFFICIENCY WASHING MACHINE REBATES: DPW offered \$50 rebates for the purchase of a high efficiency washing machine. Just bring your license, original receipt, and most recent water bill along with a brief application to receive your rebate check in the mail. In 2014, the Town processed 60 rebates. The program will continue in 2015.

IRRIGATION AUDITS: Ever wonder if your using your water efficiently? There are a few ways for you to find out. Center for ReSource Conservation provides a FREE sprinkler inspection to residents from June-August. During the inspection you will receive a customized watering schedule, learn do-it yourself sprinkler maintenance and be give tips on how to improve the efficiency of you sprinkler system to save water and money. Space is limited and appointments will be scheduled on a first come first serve basis. Sign up today to reserve your spot in this popular program by calling 303-999-3824, or register on line at www.conservationcenter.org at any time.

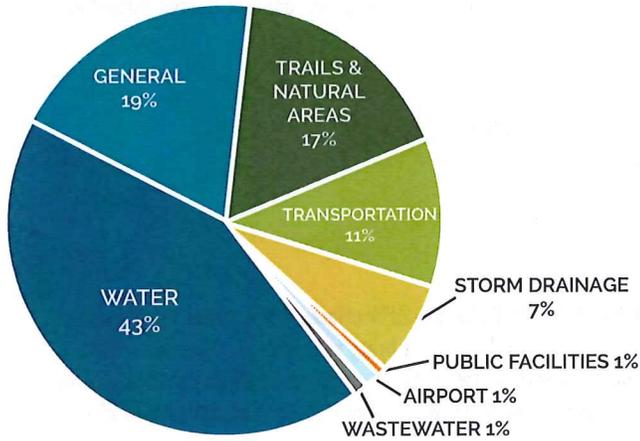
DPW has a "Do-It-Yourself" kit. This kit allows a resident to check out the kit at no cost and perform an audit on their current system. Kits are easy to check out and come with complete instructions. No experience required. Sign up by calling 303-926-2870 or visit the Public Works Office at Town Hall (645 Holbrook Street).

INDOOR WATER CHECK-UPS: Center for ReSource Conservation provides FREE indoor water check-ups from March to May, then September to December. The indoor water check-ups includes evaluation of inside water use and water fixtures in each home, and an offer to install at least two aerators and one low-flow showerhead. Sign up today to reserve your spot in this popular program by calling 303-999-3824, or register on line at www.conservationcenter.org at any time.

WATERWISE SEMINAR: A FREE Water-Wise Landscaping Seminar presented by the Center for ReSource Conservation to explore various techniques to use in designing and maintaining your landscape that will promote the conservation of our natural resources. Through a little planning and the use of some innovative methods, you can learn how to use your landscape to help reduce energy and water use.

FINANCIAL SNAPSHOT

2014 CAPITAL IMPROVEMENT PROJECTS



2014 CAPITAL IMPROVEMENT PROJECTS				
FUND	BUDGETED		ACTIVE/SPENT	
	# OF PROJECTS	AMOUNT	# OF PROJECTS	AMOUNT
General	9	\$8,089,100	8	\$2,520,338
Water	26	\$10,783,300	20	\$5,850,063
Transportation	13	\$4,316,100	8	\$1,489,158
Public Facilities	5	\$323,300	5	\$178,857
Storm Drainage	15	\$4,966,400	8	\$976,016
Airport	5	\$463,400	2	\$72,776
Wastewater	7	\$2,435,100	4	\$147,937
Trails	12	\$2,664,200	8	\$2,329,253
TOTAL	92	\$34,040,900	62	\$13,564,399

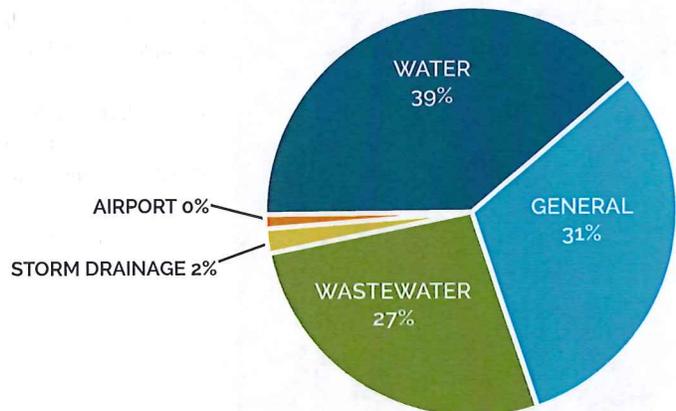
40% of the capital budget expended

When the Town budgets for a capital project, we must include all costs related to that project in the beginning. Those cost estimates include design, construction, land acquisition/easements, etc. For a multi-year project, the money not spent in year 1 of the project is reallocated to the next year until the project is complete. Most capital projects average two to three years from conception to completion.

Operationally, the Town budgets for all known expenses based on known actual costs and projected work along with a little additional expenses for unforeseen items, i.e. a major water or irrigation break, new events, mass snow storm, major equipment malfunction, and cost increases.

2014 OPERATIONAL EXPENDITURES

2014 PUBLIC WORKS BUDGET SUMMARY OPERATIONS		
FUND	BUDGETED	SPENT
General Fund	\$2,965,300	\$2,665,819
Water	\$4,083,000	\$3,340,367
Storm Drainage	\$321,800	\$198,163
Airport	\$43,400	\$31,408
Wastewater	\$2,825,700	\$2,325,710
TOTAL	\$10,239,200	\$8,561,466



84% of the operational budget expended

GET TO KNOW US...

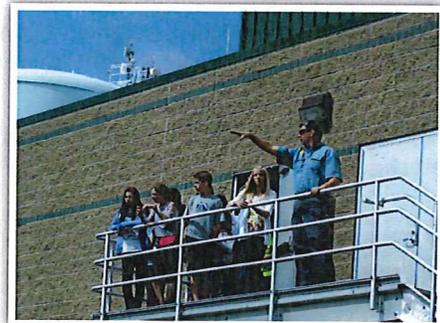
ADMINISTRATION, ENGINEERING, AND FACILITIES STAFF (15.5 FTES)

Gary Behlen – Public Works Director: 10 years
Robyn Fulton – Custodian: 21 years
Wendi Palmer, P.E. – Civil Engineer: 16 years
Deb Jenkins – CAD/GIS Technician: 14 years
Raelynn Ferrera – Administrative Coordinator: 14 years
Dave Moratelli – Senior Construction Inspector: 11 years
Russell Pennington – Deputy Director of Public Works: 6 years
Paul Shea – Facilities Maintenance Tech: 6 years
Ed Mestas - Facilities Maintenance Division Manager: 5 years
Bethany Peer – Administrative Technician: 3 years
Scott Hickman – Facilities Maintenance Tech: 2 year
Matt Wiederspahn – Development Engineer: 1 year
Jason Mraz – Construction Inspector: 1 year
Chris Holland – Facilities Maintenance Technician: 1 year
Jason Vigil – Facilities Maintenance Technician: 7 months
Starla Elkins – GIS Coordinator: 4 months



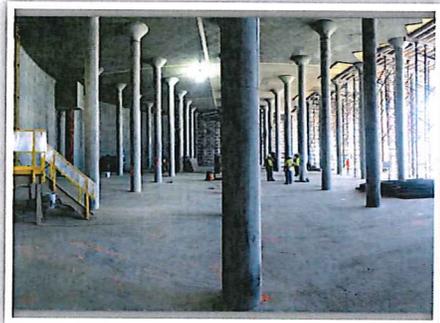
OPERATION & MAINTENANCE STAFF (15 FTES)

Jody Lambert – Operations & Maintenance Division Manager: 25 years
Frank McIlwain – Operations and Maintenance Crew Leader: 19 years
Chris "George" Hubert – Streets Supervisor: 18 years
Barb Dankowski – Meter Maintenance Tech: 16 years
Kris McDaniel – Administrative Coordinator: 16 years
Amber Rehfeld – Streets Maintenance Tech: 11 years
Mike Dallas – Streets Maintenance Tech: 9 years
Rich Lucas – Fleet Mechanic: 9 years
Dave Maples – Distribution & Collection Maintenance Tech: 3 years
Joey Carranco – Distribution & Collection Maintenance Tech: 3 years
Sarah Troy – Distribution & Collection Maintenance Tech: 3 years
Tyler Hitchcock – Distribution & Collection Maintenance Tech: 2 year
Larry Nelson - Meter Maintenance Tech: 1 year
Scott Satak – Distribution & Collection Maintenance Supervisor: 1 year
Mike Soukup - Maintenance Technician: 1 month



WATER/WASTEWATER FACILITIES STAFF (11 FTES)

Jon Mays – Water & Wastewater Division Manager: 8 years
Deb Langerak – Water Reclamation Facility Technician: 18 years
Evelyn Crocfer – Water Treatment Facility Technician: 16 years
Elliott Fulton – Water Treatment Facility Technician: 11 years
Troy Vilhauer – Water Reclamation Facility Technician: 10 years
Bruce Chameroy – Chief Water Treatment Facility Operator: 3 years
Dave Smoljan – Chief Water Reclamation Facility Operator: 2 years
Jon Coyle – Water Reclamation Facility Technician: 2 years
John Taylor – Utility Mechanic: 2 years
Zach Gilbert – Water Treatment Facility Technician: 1 year
David Burke – Water Treatment Technician: 1 year



WHAT'S COMING IN 2015...

NATIONAL PUBLIC WORKS WEEK: Observed annually the third week of May each year, NPWW is a celebration of the men and women who provide and maintain the infrastructure and services collectively known as Public Works. Since 1960, American Public Works Association (APWA) has sponsored National Public Works Week. Across the nation, the 29,000 members use this week to energize and educate the public on the importance of the contribution of public works to their daily lives: planning, building, managing and operating the heart of our local communities and building the quality of life.

CLEAN UP DAYS: DPW to host the 10th annual Clean Up Days at the Denver Regional Landfill and the Leon A. Wurl Service Center in May and September. These events are offered as a FREE service to Town of Erie residents allowing disposal of large items at no expense at the landfill and donate gently used unwanted items and shredding at the Service Center. DPW Staff will assist residents with directions, confirming residency and ensuring compliance with landfill regulations.

2015 CAPITAL IMPROVEMENT PROJECTS:

- **AUSTIN AVENUE CONNECTION:** Design and construction of a new water line that will provide direction connection to Erie Commons that is currently served using pressure reducing valves (PRVs).
- **ZONE 3 WATERLINE EXTENSION (PHASE I):** Design and construction of a new waterline to connect to the existing waterline at County Line Road east of Vista Pointe.
- **REPAIR & UPGRADE 1.5 MG WATER TANK:** With the 4 MG tank online, the existing tank will be taken offline for inspection and maintenance.
- **COUNTY LINE ROAD - BONNELL TO TELLEEN:** Design of improvements to County Line Road between Bonnell to Erie Parkway as Phase I.
- **ERIE LAKE BYPASS:** Construction to connect the existing 36-inch non-potable waterline on the west side of State Highway 287 with existing 24-inch and 16-inch non-potable waterlines. This will also provide a direct connection to Erie Lake, bypassing the pre-pond.
- **COLLECTION SYSTEM REHAB - HISTORIC DOWNTOWN - PHASE III:** The rehabilitation of existing sanitary sewer in Historic Erie with cast in place pipe.
- **COUNTY LINE & AUSTIN INTERSECTION:** Design of improvements to the County Line Road/Austin Avenue intersection in conjunction with CLR improvements design.
- **AIRPORT ROAD ACCESS STUDY:** Study of Airport Road for access improvements.
- **BRIDGE MAINTENANCE:** Improvements to the Vista Ridge Parkway bridge.



Lynn R Morgan Water
Treatment Facility
2901 N 119th Street
Erie, CO 80516
303-926-2860

South Water
Reclamation Facility
1000 Briggs Street
Erie, CO 80516
303-926-2897

Town of Erie | Town Hall
Department of Public Works
645 Holbrook Street | PO Box 750
Erie, CO 80516
303-926-2870
www.erieco.gov

North Water
Reclamation Facility
501 State Highway 52
Erie, CO 80516
303-926-2876

Leon A Wurl
Service Center
150 Bonnell Avenue
Erie, CO 80516
303-926-2872

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

SUBJECT: **STAFF REPORT**
Water Treatment and Water Reclamation Report

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**
Jon Mays, Water and Wastewater Divisions Manager

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

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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

Water Treatment Facility:

Annual Daily average flow:

•2012~ 2.914 million gallons •2013~ 2.642 million gallons •2014~ 2.623 million gallons •2015~ 1.158 million gallons (YTD)

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

Annual Daily average gallons per capita usage:

•2012~ 146 gallons per capita •2013~ 132 gallons per capita •2014~ 122 gallons per capita •2015~ 56 gallons per capita (YTD)

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

Water Reclamation Facility:

Annual Daily average flow:

•2012~ 1.090 million gallons •2013~ 1.216 million gallons •2014~ 1.297 million gallons •2015~ 1.2 million gallons (YTD)

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

Annual Daily average per capita usage:

•2012~ 54 gallons per capita •2013~ 61 gallons per capita •2014~ 62 gallons per capita •2015~ 57 gallons per capita (YTD)

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

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

Staff Review:

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

Approved by:

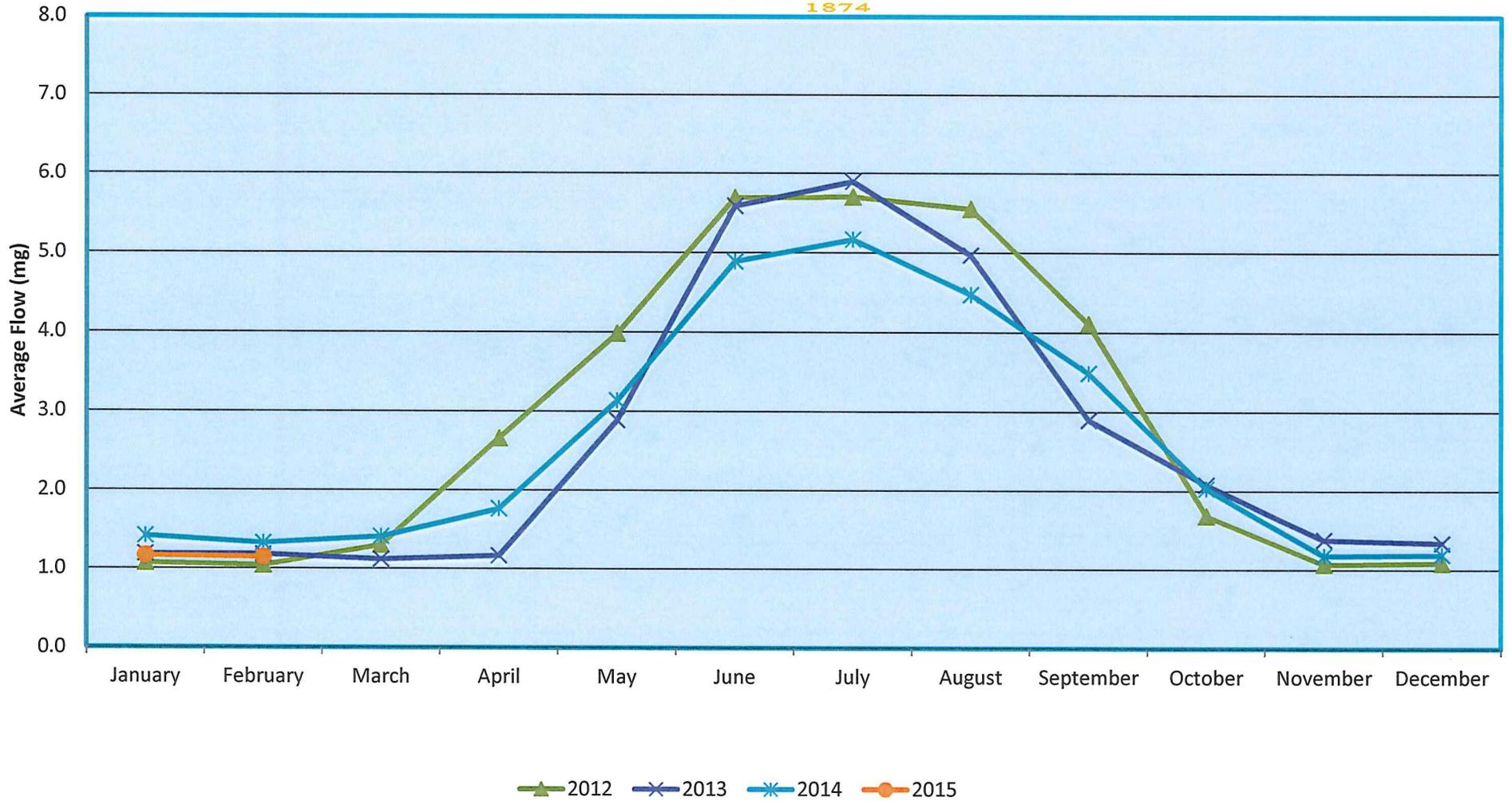


A.J. Krieger
Town Administrator

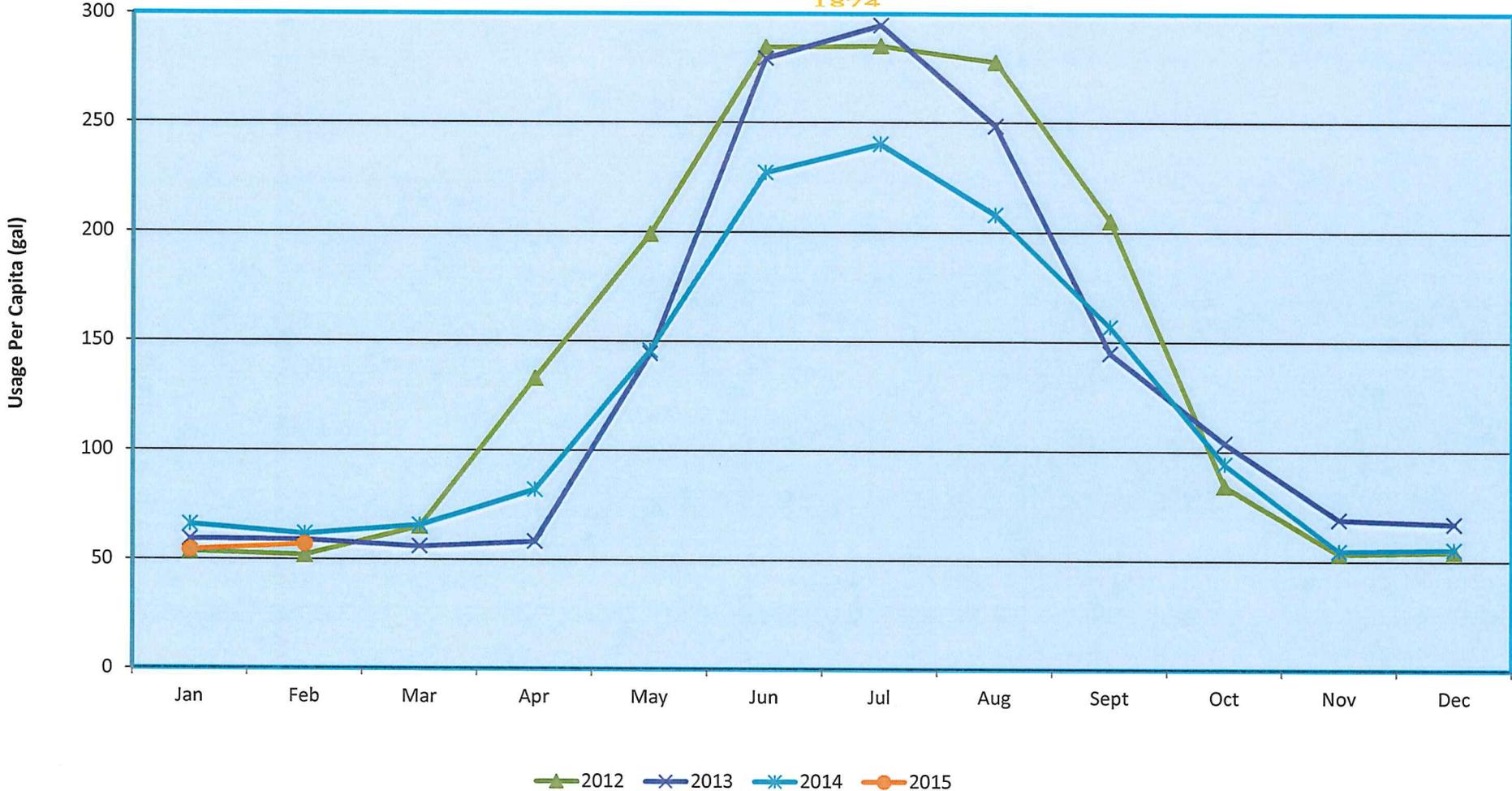
ATTACHMENTS:

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

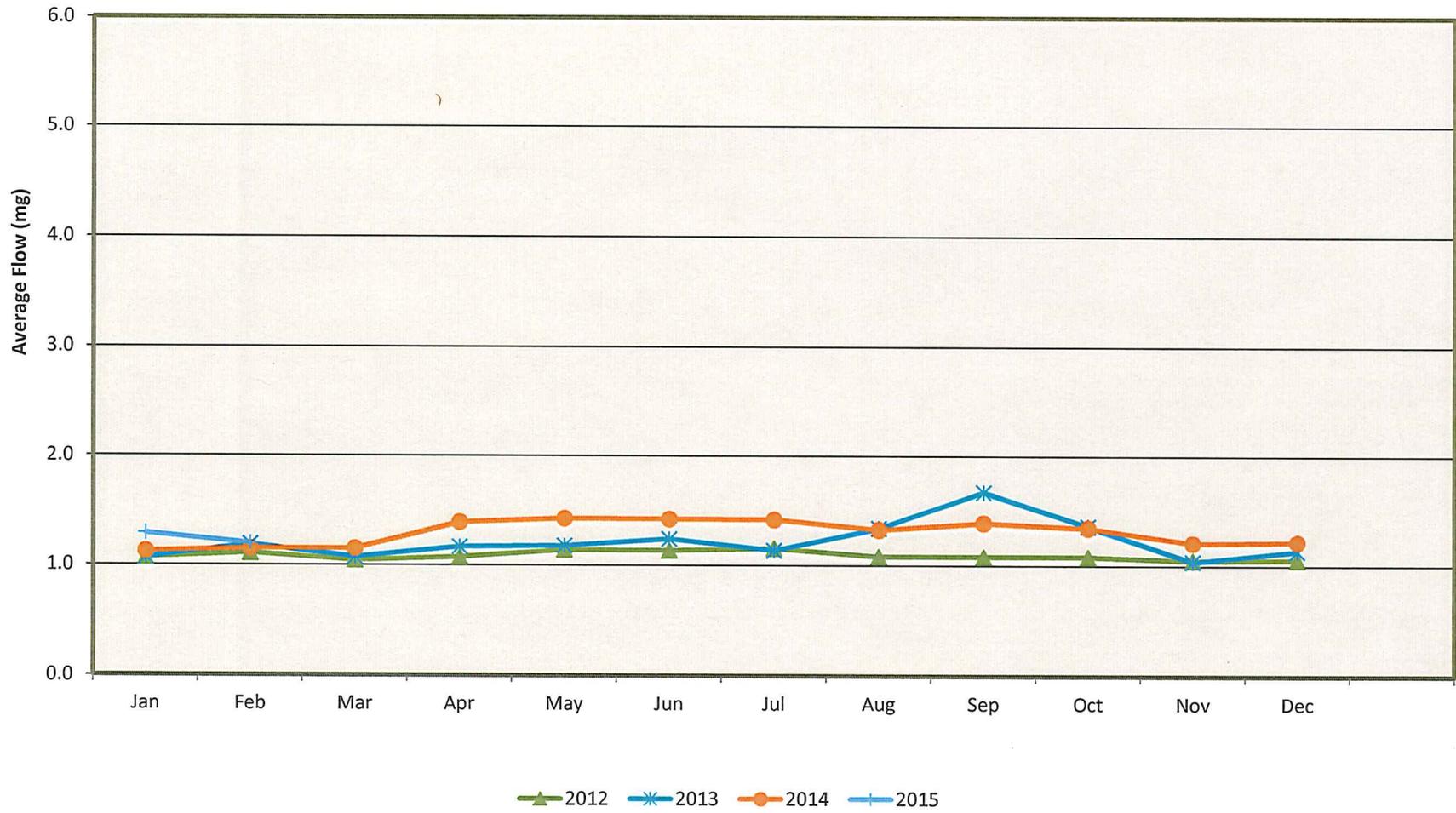
Water Treatment Facility Average Monthly Production



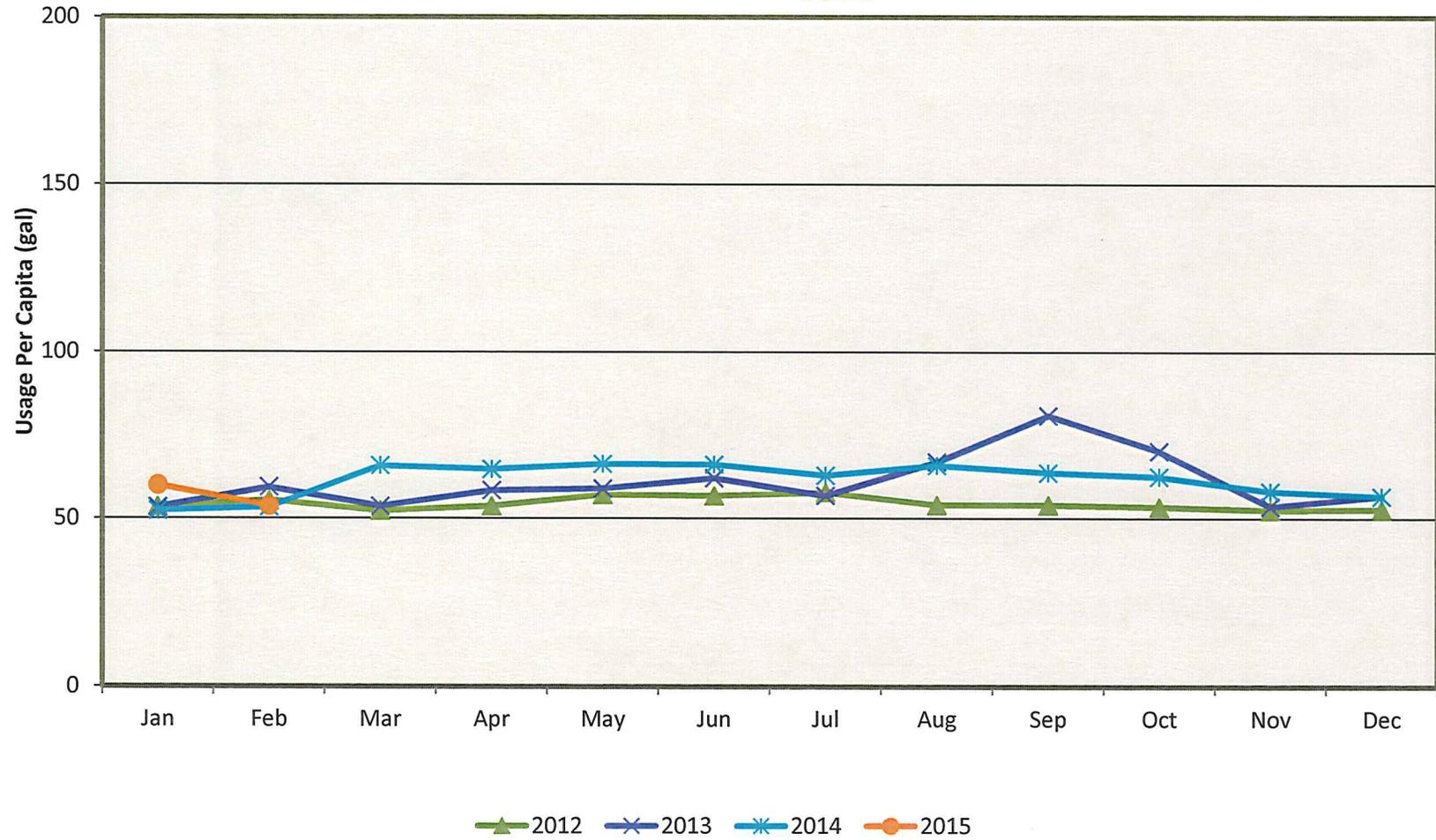
Water Treatment Facility Average Daily Usage Per Capita



Water Reclamation Facility Average Monthly Flows



Water Reclamation Facility Ave. Daily Usage Per Capita





February 2015 Erie Police Department Monthly Report



Crimes of Interest

February Crimes	2014	2015
Burglary	0	2
Theft	7	4
Simple Assaults	1	3
Criminal Mischief	5	7
DUI	6	13
Domestic Violence	2	2

February Activities	2014	2015
Foot Patrols	236	211
Open Doors	24	11
Citizen Assists	38	74
Felony Arrests	1	9
Misdemeanor Arrests	23	6

Directed Activities

Month	Calls for Service	Case Reports Completed	Assigned Cases
January	558	254	38
February	495	243	54
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total	1053	497	92

February Traffic Accidents	2014	2015
Property Damage	19	16
Injury	0	1
Total	19	17

- February 3rd, 2015, Erie PD hosted Marijuana 101 training for surrounding agencies as well as Erie PD personnel. Training was held at the Erie Community center and taught by a representative from the Colorado Attorney General's office.
- February 5th, 2015 department conducted a Sergeant's selection process to identify the officer who would be promoted in July 2015. All participants performed well, but in the end Corporal Aaron Haddox was selected as the next Sergeant for the Erie Police Department.
- February 19th – 20th Chief Vasquez, Commander Stewart and Commander Mathis attended the Colorado Association of Chiefs of Police semi-annual conference in Evans Colorado.

Monthly Traffic Enforcement

Month	2014 Warnings	2014 Citations	2015 Warnings	2015 Citations
January	269	85	219	118
February	300	118	182	87
March	257	114		
April	245	136		
May	221	106		
June	288	89		
July	289	111		
August	310	132		
September	282	108		
October	247	119		
November	265	67		
December	218	64		
Total	3191	1249	401	205