

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

STUDY SESSION 5:45 PM IN THE COMMUNITY ROOM

AGENDA FOR THE STUDY SESSION IS A DISCUSSION OF THE REGULAR MEETING AGENDA
BELOW

REGULAR MEETING 6:30 PM IN THE BOARD ROOM

I. CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

III. APPROVAL OF THE AGENDA

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

- a. Approval of the April 14, 2015 Meeting Minutes
- b. Resolution 15-59; A Resolution Approving a Treadmill Purchase For the Erie Community Center
- c. Resolution 15-60; A Resolution Approving a Stationary Bike Purchase for the Erie Community Center
- d. Resolution 15-61; A Resolution Approving the Eleventh Interim Participation Agreement between the Town of Erie and Northern Colorado Water Conservancy District for the Northern Integrated Supply Project
- e. Ordinance 12-2015; An Ordinance of the Town of Erie Colorado; Vacating Block 4, Lots 1, 2 & 3 of Canyon Creek Fling No. 9, Final Plat.

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

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

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

- a. Police Week
- b. Northern Colorado Water Conservancy District/NISP-Brian Werner-Public Information Officer

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

- a. Resolution 15-57; A Resolution of the Town of Erie Approving a Memorandum of Understanding and Easement agreement for the South Coal Creek Sanitary Sewer

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

- a. Ordinance 08-2015; An Ordinance of the Town of Erie, Colorado, Amending Title 6, "Police and Traffic Regulations," Chapter 4, "Offenses Against the Person," Sections 6-4-4.A.4. And C "Harassment," of the Municipal Code of the Town of Erie
- b. Ordinance 09-2015 An Ordinance of the Town of Erie, Colorado, Revising Title 6, "Police and Traffic Regulations," Chapter 9, "Offenses Related to Alcohol," of the Municipal Code of the Town of Erie; and Revising Title 6, "Police And Traffic Regulations," Chapter 10, .
- c. Ordinance 10-2015 An Ordinance of The Town of Erie, Colorado, Revising Title 6, "Police And Traffic Regulations," Chapter 6, "Offenses Involving Property," of the Municipal Code of The Town of Erie; and Revising Title 6, "Police And Traffic Regulations," Chapter 10, of the Municipal Code of the Town of Erie
- d. Ordinance 11-2015; An Ordinance Of The Town Of Erie, Colorado, Revising Title 6, "Police And Traffic Regulations," Chapter 3, "Offenses Involving Weapons," Of The Municipal Code Of The Town Of Erie And, Setting Forth Details In Relation Thereto.

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. Airport Master Plan Alternative

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. **EXECUTIVE SESSION**

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

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

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING 1
Tuesday, April 14, 2015
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

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

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

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

III. APPROVAL OF THE AGENDA

Action: Trustee Carroll moved to approve the April 14, 2015 agenda with the amendment of moving item g. from IV. Consent to item e. VII. Resolutions; the motion was seconded by Trustee Woog. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

- a. Approval of the March 24, 2015 Meeting Minutes
- b. 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
- c. Resolution 15-46; A Resolution Approving Erie Highlands Filing No. 1 First Amendment and Authorizing the Mayor to Sign the Development Agreement and Subdivision Plat
- d. Resolution 15-48; A Resolution Awarding a 2015 Mowing Contract for Open Space and Right of Ways
- e. Resolution 15-50; A Resolution Authorizing a Letter of Agreement for the Upsizing of Sidewalk in Candlelight Ridge Estates
- f. Resolution 15-51; A Resolution Approving Erie Highlands Filing No. 2 and Authorizing the Mayor to Sign the Development Agreement and Subdivision Plat

Action: Trustee Moore noted for the record that she was absent from the March 24, 2015 regular meeting but had reviewed the DVD and was able to vote on this item.

CONSENT AGENDA

Action: Trustee Charles moved to approve the April 14, 2015 Consent Agenda; the motion was seconded by Trustee Moore. The motion carried with the following Roll Call vote:

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

V. PROCLAMATIONS & PRESENTATIONS

- a. **St. Vrain Valley School District-Don Haddad, Superintendent**, updated the Board of Trustees on SVVSD future projects.
- b. **Mountain View Fire Protection District Presentation – Amy Tallent, Public Relations Director and Mark Lawley, Chief**, gave a presentation on the State of the District.

VII. RESOLUTIONS

- a. **Resolution 15-53; A Resolution by the Board of Trustees of the Town of Erie, Colorado, Accepting the Vista Ridge Master Final Plat, Amendment No. 1; With a Condition**

The Resolution, provided for consideration by the Board of Trustees, accepts the Vista Ridge Master Final Plat, Amendment 1. The Vista Ridge Master Final Plat, Amendment 1 creates three new tracts from two existing tracts. The purpose of creating the new tracts is that the three new tracts will be deeded to the Town so that the Town may construct sidewalks along State Highway 7 from the Blue Sky Condominiums to the Vista Ridge Commercial development; and construct a new access (3/4 movement) into the Vista Ridge Commercial development from State Highway 7. The Community Development Director and Public Works Director have conditionally approved the Vista Ridge Master Final Plat, Amendment 1, contingent upon the acceptance of the final plat by the Board of Trustees and the deeds transferring the tracts to the Town. Public Notice is not required. Staff recommended the Board of Trustees authorize the Mayor to accept the Vista Ridge Master Final Plat Amendment 1 with the condition the Vista Ridge Master Final Plat Amendment 1 shall be recorded concurrent with the deeds transferring Tracts 11-B, 12-B and 12-C, Vista Ridge Master Final Plat Amendment 1 to the Town of Erie.

Action: Mayor Pro Tem Gruber moved to approve Resolution 15-53; the motion was seconded by Trustee Schutt. The motion carried with all present voting in favor thereof.

RESOLUTIONS (continued)

b. Resolution 15-54; A Resolution Awarding a Construction Contract for the Vista Ridge Commercial Access Improvements and State Highway 7 Sidewalk

The Transportation Impact Fund Capital Improvement Budget includes funds for constructing a new commercial access from Vista Ridge Filing 11 (Vista Village) onto State Highway 7, and a new 8-foot sidewalk north of State Highway 7 between the new commercial access and the Blue Sky condominiums in Vista Ridge. The Board of Trustees awarded the design contract to JR Engineering, LLC, at the February 26, 2013 Board meeting. The design was complete in 2014. Due to delays in obtaining an access permit from the Colorado Department of Transportation (CDOT) for the new commercial access onto State Highway 7, the project was postponed. CDOT has approved the access permit which allows the Town to move forward on this project. The project included two bid schedules, Vista Ridge Commercial Access Improvements (Schedule A) and State Highway 7 Sidewalk Improvements (Schedule B). An Invitation to bid was posted on the Town's website on March 12, 2015 to ensure that local contractors were notified about this project. No Erie contractors submitted bids. A pre-bid meeting was held on March 19, 2015; the low bidder is Goodland Construction, Inc. They incorporated in Colorado in 1994 and they have been located at their present location for 15-years. Staff has reviewed the bids, contacted several references of Goodland Construction, Inc. and found them to be acceptable. Staff recommended awarding the construction contract for the Vista Ridge Commercial Access Improvements and the State Highway 7 Sidewalk Improvements to Goodland Construction, Inc. in the amount of \$334,178.00.

Action: Mayor Pro Tem Gruber moved to approve Resolution 15-54; the motion was seconded by Trustee Charles. The motion carried with the following roll call vote:

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

PUBLIC HEARINGS

c. Resolution 15-55; A Resolution Approving the Second Amended/Restated Service Plan for Sunset Metropolitan District

The Town has received a request to modify the Service Plan for the Sunset Parks Metropolitan District (District). The District is requesting an extension of the dissolution date for said District as outlined in Section VIII of the Service Plan. The District is requesting the dissolution date be amended from January 15, 2015 to January 15, 2017. The District encompasses approximately 156 acres of residential land located north and west of the intersection of WCR 5 and WCR 6. The Service Plan was originally approved on February 14, 2008 and later amended in January 2010 and February 2012. Approval of this amendment to the Service Plan does not constitute the Town's approval of any future development plan or zoning.

Action: Mayor Harris opened the Public Hearing for Resolution 15-55 at 7:37 pm.

RESOLUTIONS (continued)

Public Comment

Yvonne Seaman, Representative for FS Erie Estates and Brad Neiman, Attorney with Miller & Association were present on behalf of the Applicant and answered questions from the Board of Trustees.

Action: Hearing no further request to make public comment, Mayor Harris closed the Public Hearing for Resolution 15-55 at 7:50 p.m. Trustee Woog moved to approve Resolution 15-55; the motion was seconded by Trustee Schutt. The motion carried with a six (6) for and one (1) against vote, with Trustee Carroll voting no.

d. Resolution 15-56; A Resolution Approving the Second Amended/Restated Service Plan for Rex Ranch Metropolitan District

The Town has received a request to modify the Service Plan for the Rex Ranch Metropolitan District (District). The District is requesting an extension of the dissolution date for said District as outlined in Section VIII of the Service Plan. The District is requesting the dissolution date be amended from August 24, 2014, to August 24, 2016. The District encompasses approximately 52 acres of residential land at adjacent to North 119th Street and the Lynn R. Morgan Water Treatment Facility. The Service Plan was originally approved on August 24, 2010 and the first amendment to the Service Plan was approved in August 2012 extending the date to August 24, 2014. Approval of this amendment to the Service Plan does not constitute the Town's approval of any future development plan or zoning.

Action: Mayor Harris opened the Public Hearing for Resolution 15-56 at 7:55 pm.

Public Comment

Ryan Carlson, Representative for Price Partners LLC and Brad Neiman, Attorney with Miller & Association were present on behalf of the Applicant and answered questions from the Board of Trustees.

Action: Hearing no further request to make public comment, Mayor Harris closed the Public Hearing for Resolution 15-56 at 8:10 p.m. Trustee Woog moved to approve Resolution 15-56; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with all present voting in favor thereof.

e. Resolution 15-52; A Resolution Authorizing The Town Of Erie, Colorado, To Enter Into an Intergovernmental Agreement Between the Town Of Erie And the Morgan Hill Metropolitan District Ensuring Compliance With the Approved Service Plan and the Erie Municipal Code

The Town previously approved the Service Plan (Plan) for Morgan Hill Metropolitan District No. 1, 2 and 3 (Districts) in September 2008. The District encompasses approximately 215 acres of land located north and west of the intersection of Weld County Roads 3 and 10.5. 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.

Action: Mayor Pro Tem Gruber moved to approve Resolution 15-52; the motion was seconded by Trustee Schutt. The motion carried with a five (5) for and two (2) against vote, with Trustees Carroll and Moore voting no.

VIII. GENERAL BUSINESS

a. Vista Ridge Filing 1A Sketch Plan

The Owner/ Applicant is Mountain View Fire Protection District. The Plan is for 10 single-family dwelling units with one lot intended for the construction of a Fire Station. The application is in general compliance with the LDR – Low Density Residential land use designation identified on the Comprehensive Plan, Land Use Plan Map. The LDR designation allows for the residential uses that this application proposes and within the density range of 2-6 dwelling units per acre. The Vista Ridge PD Development Plan indicates that the proposed project areas lie within the Vista Ridge Low Density Single Family Detached Planning Area 2-2. The Development Plan has allocated a maximum of 15 dwelling units within the 2-2 Planning Area with a minimum lot size of 7,500 square feet. Town staff has reviewed the proposed Sketch Plan for compliance with the UDC and has provided the applicant with comments. The Town of Erie Natural Areas Inventory does not identify any natural areas within the proposed project area. The Sketch Plan is not part of a formal application for approval of a subdivision and any comments made by the Town in reaction to a Sketch Plan shall not be binding on the Town's consideration of any subsequent Preliminary or Final Plat application, nor result in a vested property right under this UDC or State Statute. Since the Sketch Plan is conceptual only, there are no lapse provisions applicable. The location of this property is east of the intersection of Bonanza Drive and Piper Drive.

IX. BOARD OF TRUSTEES REPORTS

Mayor Pro Tem Gruber asked if staff would look at the signage at County Line Road and Cheeseman because he observed cars running the stop sign. **Commander Mathis** said he would check on the visibility at that location.

Trustee Carroll reminded everyone that Arbor Day was coming up on the 25th of April.

X. EXECUTIVE SESSION

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

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

As required by the Open Meetings Law, this executive session was electronically recorded. Also present at this executive session are the following persons:

EXECUTIVE SESSION (continued)

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; and Town Attorney Mark Shapiro.

This is an executive session for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); specifically, to receive legal advice concerning litigation involving the Town; and, 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 10:11 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; and Town Attorney Mark Shapiro.

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

XI. ADJOURNMENT

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

Action: Mayor Harris adjourned the April 14, 2015 Regular Meeting of the Town of Erie Board of Trustees at 10:12 p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Tina Harris, Mayo

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

SUBJECT: **CONSENT AGENDA:**
 Consideration of Resolution 15-59: A Resolution Approving the Purchase of Treadmills from Sport & Fitness for the Erie Community Center; And Setting Forth Details In Relation Thereto

DEPARTMENT: Parks & Recreation

PRESENTER: Farrell Buller, Parks & Recreation Director

FISCAL INFORMATION:	Cost as Recommended:	\$18,835.00
	Balance Available:	\$45,500.00
	Budget Line Item Number:	100 . 50 . 820 . 600120 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Staff recommends approval of Resolution 15-59 Authorizing Town staff to prepare a Purchase Order to Sport & Fitness in the amount of \$18,835.00 for the purchase of Treadmills for the Erie Community Center.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In the 2015 budget the Board of Trustees authorized \$45,500.00 for the purchase of new and replacement fitness equipment for the Erie Community Center (ECC). Staff has determined that three Nautilus treadmills are in need of replacement based on the following criteria:

- Age – the treadmills to be replaced are 7+ years old, standard commercial fitness equipment life span is 5-10 years
- Mileage – the mileage on the treadmills is higher than the normal useful life span due to the high usage experienced at the Erie Community Center
- Repairs – repair parts are becoming obsolete, and cost of he estimated repairs in 2015 will exceed the current depreciated value of approximately \$1,000

After consulting other agencies and fitness facilities staff recommends purchasing StarTrac treadmills with a 5 horsepower (hp) motor, which have proven to be extremely durable and are recommended by municipalities and private fitness clubs alike (treadmills to be replaced are Nautilus and have a 3hp motor). Purchasing the StarTrac brand will treadmills provide additional variety for ECC guests, offering a treadmill fleet of 3 Nautilus, 2 Life Fitness and 3 Star Trac.

The StarTrac treadmills come with 2 year preventative maintenance and the following warranty:

- Parts and Labor – 3 year
- Deck and Belt – 1 year

Once the approval to proceed has been received staff will prepare a purchase order and commence the process of replacement. Total time to delivery is approximately four weeks with installation planned during the maintenance week August 31 – September 6.

These units are manufactured by Star Trac Fitness of Vancouver, Washington and Sport & Fitness of Fort Collins, Colorado is the sole source provider of Star Trac Fitness products. Per the 2006 Town of Erie purchasing policy a sole source provider letter has been provided by Star Trac Fitness.

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

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

Attachments:

- a. Resolution 15-59
- b. Price Quote from Sport & Fitness
- c. Star Trac Fitness Sole Source Provider Letter
- d. Specification Sheet for E-TRxi Treadmill

RESOLUTION NO. 15-59

A RESOLUTION OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE PURCHASE OF TREADMILLS FROM SPORT & FITNESS FOR THE ERIE COMMUNITY CENTER IN THE AMOUNT OF \$18,835.00; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the 2015 Board approved budget includes funds for the purchase of new and replacement fitness equipment for the Erie Community Center; and

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

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

Section 1. That the purchase of 3 replacement treadmills, is found to be a reasonable and acceptable purchase.

Section 2. That the Town of Erie be and is hereby authorized and directed to purchase the fitness equipment from Sports & Fitness and appropriate Town Officers are hereby authorized and directed to execute the purchase and expenditures of funds in the amount of \$18,835.00.

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

ADOPTED AND APPROVED THIS 28TH DAY OF APRIL, 2015 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By _____
Tina Harris, Mayor

ATTEST:

Nancy J. Parker, CMC, Town Clerk

Sport & Fitness

Commercial Exercise Equipment and Service

1409 Pikes Peak Ave.
Fort Collins, CO 80524

Quote

Date	Quote #
3/13/2015	1053

Name / Address
Town of Erie 150 Bonnell Ave. Erie, co. 80516

P.O. No.	Terms

Description	Qty	Cost	Total
Star Trac E-TRxi treadmill w/PVS	3	6,095.00	18,285.00T
		0.00	0.00
Freight	1	550.00	550.00
FREE INSTALLATION	1	0.00	0.00
COMMERCIAL DISCOUNT = \$9,055.00			0.00
3 YEAR PARTS/LABOR 1 YEAR DECK AND BELT			0.00
		Subtotal	\$18,835.00
		Sales Tax (0.0%)	\$0.00
		Total	\$18,835.00



Core Industries, LLC DBA Star Trac®
4400 NL 77th Avenue, Suite 300
Vancouver, WA 98663
Main: 1-877-STAR TRAC
Fax: 1-509-334-2865
www.StarTrac.com

March 9, 2015

To whom it may concern;

On behalf of Star Trac, Sport & Fitness is the sole source provider of Star Trac fitness equipment in northern Colorado, from Denver and north.

We would like to thank you for doing business with Star Trac. If you have any concerns, please do not hesitate to contact me directly.

Yours in health,

A handwritten signature in blue ink that reads "Tom Dawson".

Tom Dawson
Star Trac US Dealer Manager
Star Trac Fitness
(412) 854-0455 Work
(412) 953-1105 Mobile
tdawson@startrac.com

E-TRxi TREADMILL

Model E-TRxi



- Integrated 15.6" (39.6 cm) HD Personal Viewing Screen with dedicated intuitively-placed channel and volume controls provides a personalized viewing experience
- Integrated iPod® connectivity with music and video allows users to display personal content
- Easily accessible Hot Bar® is located closer to the user with one-finger speed and elevation controls, integrated stop button and contact heart rate grips
- Soft Trac® triple cell cushioning system provides maximum shock absorption
- Centered dual-adjustable personal fans create a more rewarding workout
- 20% max incline
- 21.5" wide belt
- User weight capacity 500 lbs (227 kg)



Nike + iPod

OVERALL WEIGHT	RUNNING SURFACE	WIDTH	LENGTH	HEIGHT
490 lbs (222kg)	60" x 21.5" (152 x 55 cm)	36" (91 cm)	85" (215 cm)	78.5" (199 cm)
FEATURES AND SPECIFICATIONS				
<p>STEP-UP HEIGHT: 10" (25.5 cm)</p> <p>FRAME: Custom aluminum uniframe</p> <p>MOTOR DRIVE: 5 HP AC</p> <p>ELECTRICAL: 110 volt, dedicated NEMA 5-20 cord; 220 volt, dedicated NEMA 6-15 cord (optional)*</p> <p>CERTIFICATION: UL/CSA, CE, FCC, or CISPR</p> <p>SUSPENSION: Soft Trac® triple cell neoprene rubber, Deck System: Reversible 1" (2.5 cm) composite fiberboard, waxing not required</p> <p>ROLLERS: 3.5" (Ø cm) sealed bearings</p> <p>COLORS: Frame: Star Trac Silver, Shrouds: Slate Gray, Accents: Black</p> <p>INCLINE RANGE: 0 to 20% in 0.5% increments</p> <p>SPEED RANGE: 0.5 to 15mph** (0.8 to 24 km/h**) in 0.1 mph (0.1 km/h) increments</p> <p>HR MONITORING: Polar® Telemetry and Contact Heart Rate System</p> <p>DISPLAY: Intuitive, tactile response keypad with LED technology</p>		<p>READOUTS: 20-character message window; Dedicated: Speed and incline, time elapsed, calories, distance, course profile, heart rate; Scrolling: Time remaining, vertical distance traveled, laps completed, pace (min/mile or km), calories/hour, 1/4-mile motivational track</p> <p>PROGRAMS: 12 programs including Dynamic Heart Rate Control®, Constant Heart Control, Fitness Test (Modified Balke Ware), Firefighter Test (Modified Gerkin Protocol), ARMY Protocol, USMC Protocol, USAF Protocol and NAVY Protocol</p> <p>STANDARD FEATURES: Hot Bar controls, personal entertainment system, personal cooling fans, wrap-around Aero Bar, dedicated heart rate display, safety lockout control, FitLinxx® certified</p> <p>ENTERTAINMENT: E Series PVS entertainment system which includes 15.6" (39.6 cm) High Definition LCD screen, NTSC/ATSC/QAM digital tuner or PAL/SECAM tuner, integrated iPod® connector, USB power port, coaxial cable connector at base</p> <p>WARRANTY: Motor & MCB—5-year parts and labor; Other parts—2-year parts, 1-year labor; Wear items—1-year parts and labor; Headphone jack, iPod connector, and USB port — 90 day parts, no labor (USA and Canada only) (Light Commercial warranty for all non dues paying facilities 3 years parts/labor)</p>		



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

SUBJECT: **CONSENT AGENDA:**
 Consideration of Resolution 15-60: A Resolution Approving the Purchase of Stationary Bikes from Push Pedal Pull for the Erie Community Center; And Setting Forth Details In Relation Thereto

DEPARTMENT: Parks & Recreation

PRESENTER: Farrell Buller, Parks & Recreation Director

FISCAL INFORMATION: Cost as Recommended: **\$22,530.00**
 Balance Available: \$45,500.00
 Budget Line Item Number: 100 . 50 . 820 . 600120 . 000000
 New Appropriation Required: Yes No

STAFF RECOMMENDATION: Staff recommends approval of Resolution 15-60 authorizing Town staff to prepare a Purchase Order to Push Pedal Pull in the amount of \$22,530.00 for the purchase of Stationary Bikes for the Erie Community Center.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In the 2015 budget the Board of Trustees authorized \$45,500.00 for the purchase of new and replacement fitness equipment for the Erie Community Center (ECC). Staff has determined that 7 stationary bikes are in need of replacement based on the following criteria:

- Age – the bikes being replaced are 7+ years old, standard commercial fitness equipment life span is 5-10 years
- Mileage – the mileage on the equipment is higher than the normal useful life span due to the high usage experienced at the Erie Community Center
- Repairs – repair parts are becoming obsolete, if parts can be found the cost of repairs will begin to exceed the current depreciated value (approximately \$735 - \$800)

Staff reviewed three different brands and suppliers of upright and recumbent stationery bikes:

<u>Manufacturer</u>	<u>Vendor</u>
Life Fitness	Advanced Exercise Equipment
Cybex	Commercial Fitness Solutions
Precor	Push Pedal Pull

Analysis completed by staff determined that the Precor bikes were the best overall selection. Some of the deciding factors:

- Life Fitness bikes are ergonomically different than the current Nautilus bikes that our guests prefer
- Matrix bikes do not appear to be durable enough to hold up to the constant use experienced at ECC
- Cybex bikes are more expensive when including the personal viewing screen on each unit.

Additional information and feedback from other fitness facilities (public and private) regarding guest satisfaction, ease of use and durability further supports staff recommendation to purchase the Precor bikes.

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

Currently the ECC has 4 other pieces of cardio equipment and staff has been pleased with the overall quality and durability.

The Precor bikes come with the following warranty:

- Frame – 7 year
- Parts, console and screen – 2 year
- Labor – 1 year

Once the approval to proceed has been received staff will prepare a purchase order and commence the process of replacement. Total time to delivery is approximately four weeks with installation planned during the maintenance week August 31 – September 6.

These units are manufactured by Precor Incorporated of Woodinville, Washington and Push Pedal Pull of Denver, Colorado has been designated as the 2015 Colorado authorized dealer of Precor Incorporated commercial products. Per the 2006 Town of Erie purchasing policy a sole source provider letter has been provided by Precor Incorporated.

Staff Review:

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

Approved by:


A.J. Krieger
Town Administrator

Attachments:

- a. Resolution 15-60
- b. Price Quote from Push Pedal Pull
- c. Precor Incorporated Colorado Authorized Commercial Provider Letter
- d. Bike Specification Sheets for Precor UBK 815 Bikes

RESOLUTION NO. 15-60

A RESOLUTION OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE PURCHASE OF STATIONARY BIKES FROM PUSH PEDAL PULL FOR THE ERIE COMMUNITY CENTER IN THE AMOUNT OF \$22,530.00; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the 2015 Board approved budget includes funds for the purchase of new and replacement fitness equipment for the Erie Community Center; and

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

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

Section 1. That the purchase of 7 replacement stationary bikes, is found to be a reasonable and acceptable purchase.

Section 2. That the Town of Erie be and is hereby authorized and directed to purchase the fitness equipment from Push Pedal Pull and appropriate Town Officers are hereby authorized and directed to execute the purchase and expenditures of funds in the amount of \$22,530.00.

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

ADOPTED AND APPROVED THIS 28TH DAY OF APRIL, 2015 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By _____
Tina Harris, Mayor

ATTEST:

Nancy J. Parker, CMC, Town Clerk



Purchase Recommendation

Prepared by: Tyler C Pedersen

Cell / Text: (515) 851-2177
 tpedersen@pushpedalpull.com

Quote Date	Quote #
3/5/2015	7727

Billing Address	Shipping Address
ERIE REC CENTER Attn: Accounts Payable 450 Powers Street Erie CO 80516	ERIE REC CENTER Shondra Frogge (303)926-2542 450 POWERS STREET ERIE CO 80516

Account No.	Customer Email
3606734 ERIE REC CENTER	pmoya@erieco.gov

Item #	MFR	MODEL	Description	Qty	MSRP	Price	Extended
70638	PRECOR	PHRCB8153690	UBK 815 UPRIGHT BIKE W/15" PVS	4	4,854.00	3,095.00	12,380.00
70725	PRECOR	PHRCB8153670...	RBK 815 RECUMBENT BIKE-P10 W/15"PVS	3	5,164.00	3,295.00	9,885.00
9938		TR	NAUTILUS UPRIGHT BIKE TRADE (4)	1		-600.00	-600.00
9938		TR	NAUTILUS RECUMBENT BIKE TRADE (3)	1		-600.00	-600.00
9901		FC	FREIGHT COMMERCIAL	1		670.00	670.00
9977		DEL	DELIVERY/INSTALLATION	1		795.00	795.00
Comme...			Pricing includes extraction of existing equipment.				

Standard Terms and Conditions: 1) 50% deposit and approve P.O. with order. Balance due upon delivery. 2) All unit prices are F.O.B. destination. 3) Prices are subject to change 30 days after the quote date. 4) There will be a 2% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts. 5) The above quotation is computed to be performed during regular business hours. Any special request by the buyer necessary to completework will be paid by the buyer 6) Clerical errors are subject to correction. 7) Buyer agrees to promptly file claim for all goods damaged in transit. 8) There will be a 20% restocking fee on merchandise ordered but not accepted. Delivery, Set-Up, and Freight will not be refunded. 9) A Preventative Maintenance Agreement is available for all equipment. 10) Equipment lease is available with approved credit.	Subtotal \$:	22,530.00
	Sales Tax \$:	0.00
	Total \$:	22,530.00
Acceptance of Proposal: These prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed with full understanding of the payment terms.		

Date:	Authorized Signature:
-------	-----------------------

P.O. Number:	Print Signature:
--------------	------------------



March 11, 2015

Shondra Frogge
Fitness and Wellness Coordinator
Town of Erie-Parks & Recreation Dept.
450 Powers Street
Erie, CO 80516
Phone: 303-926-2542
sfrogge@erieco.gov

Re: Authorized Dealership.

Push Pedal Pull has been authorized by Precor Incorporated to advertise, display and distribute Precor commercial products for 2015.

To ensure Precor customers receive the quality service they deserve, we select Authorized Dealers and Servicicers whom we believe share our vision of quality and service. Most of Precor's products are equipped with features that require proper installation and set-up. Precor provides training to its Authorized Dealers for proper installation and maintenance. We expect our Dealers to provide pre-delivery and post-delivery service and to maintain trained service personnel.

By purchasing Precor products from an Authorized Dealer, our customers can be secure that they will get the most from their investment. Please accept this letter as confirmation that Push Pedal Pull is our assigned Authorized Dealer of our commercial products for the state of Colorado.

Kind Regards,

A handwritten signature in blue ink, appearing to read "Sean Kearney". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sean Kearney
Director of Commercial Distribution

UBK 815

Upright Bike

EXPERIENCE™ SERIES

810 Line



The self-powered UBK 815 upright bike features custom-designed handlebars with integrated touch heart rate for maximum comfort and efficient workout experience. One-handed seat adjustment on or off the bike, redesigned saddle for riding comfort, and improved knee over pedal spindle (KOPS) geometry for efficient pedaling means a smooth, comfortable workout.

PRODUCT HIGHLIGHTS

- 1 Console**
Created to complement the entire Experience Series™ line, the P10 console features an LED-based console that focuses on the essential fitness stats that keep users moving.
- 2 Over-molded Handlebars**
Over-molded style adds comfort and durability while offering dual heart rate contacts and three ergonomic riding positions: upright, cruising and road.
- 3 Seat Adjustment and Improved Saddle Design**
The simple seat adjustment allows the user to change the position of the seat with one hand, either on or off the bike.
- 4 Dual-sided Pedals**
The dual-sided pedals allow the user to use the pedals with or without the integrated straps. The extra wide pedals comfortably accommodate feet of all sizes to ensure proper pedaling form.
- 5 Ease of Maintenance**
The easy to remove shroud ensures easy access to the belt-drive system for maintenance and servicing without removing the pedals or crank.



Optional wireless entertainment cap



P10 Console

P10 Console with optional 15" Personal Viewing System

PRODUCT SPECIFICATIONS

Dimensions (L x W x H): 48 x 21 x 57 inches / 122 x 53 x 146 cm
Product Height with PVS: 72 in / 183 cm
Weight: 160 lbs / 73 kg
Power: Self-powered

Total Workouts: 6
Resistance Levels: 25
Minimum Watts: 18 (level 1 at 20 RPM)
Maximum Watts: 750 (level 25 at 150 RPM)
Language Selection: English, Dutch, French, German, Italian, Portuguese, Romanized Russian, and Spanish

Entertainment: Optional - 15" Personal Viewing System (PVS)
Optional - Wireless entertainment cap

Accessories: Accessories holder
Reading rack
Optional - Cable management

Warranty: Frame - 7 years
Parts (Mechanical & Electronic) - 2 years
Labor - 1 year

PRECOR®

RBK 815

Recumbent Bike

EXPERIENCE SERIES™
810 Line



The self-powered RBK 815 recumbent bike features a step-through design to appeal to a wide range of exercisers of all ages. The simple seat adjustment allows the user to change the position of the seat with one hand, either on or off the bike. A ventilated air flex seat provides exceptional comfort.

PRODUCT HIGHLIGHTS

- 1 Console**
Created to complement the entire Experience Series™ line, the P10 console features an LED-based console that focuses on the essential fitness stats that keep users moving.
- 2 Step-through Design**
Designed for easy mounting by the rider, the recumbent has a step-through design (14 in / 36 cm wide) with a low step-over height (4 in / 10 cm).
- 3 Ultra Comfortable Recumbent Seat Back**
Custom-designed air flex seat, featuring a ventilated panel and unique suspension system for a cool, cushioned ride.
- 4 Seat Adjustment**
The simple seat adjustment allows the user to change the position of the seat with one hand, either on or off the bike.
- 5 Ease of Maintenance**
The easy to remove shroud ensures easy access to the belt-drive system for maintenance and servicing without removing the pedals or crank.
- 6 Dual-sided Pedals**
The dual-sided pedals allow the user to use the pedals with or without the integrated straps. The extra wide pedals comfortably accommodate feet of all sizes to ensure proper pedaling form.



Optional wireless entertainment cap



P10 Console

P10 Console with optional 15" Personal Viewing System

PRODUCT SPECIFICATIONS

Dimensions (L x W x H): 67 x 23 x 49 inches / 170 x 58 x 124 cm
Product Height with PVS: 63 in / 163 cm
Weight: 210 lbs / 95 kg
Power: Self-powered

Total Workouts: 6
Resistance Levels: 25
Minimum Watts: 18 (level 1 at 20 RPM)
Maximum Watts: 750 (level 25 at 150 RPM)
Language Selection: English, Dutch, French, German, Italian, Portuguese, Romanized Russian, and Spanish

Entertainment: Optional - 15" Personal Viewing System (PVS)
 Optional - Wireless entertainment cap

Accessories: Accessories holder
 Reading rack
 Optional - Cable management

Warranty: Frame - 7 years
 Parts (Mechanical & Electronic) - 2 years
 Labor - 1 year



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: April 28, 2015

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 15-61: A Resolution by the Town of Erie Acting By And Through Its Erie Water Activity Enterprise (“Erie”) To Continue Its Participation In The Northern Integrated Supply Project (NISP), Phase 4, In the Amount of \$162,500; and Setting Forth Details in Relation Thereto.

DEPARTMENT: Public Works

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

FISCAL INFORMATION:	Cost as Recommended:	\$162,500
	Balance Available:	\$ 406,300.00
	Budget Line Item Number:	500 . 70 . 110 . 603500 . 100007
	Fund:	Water
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Approving Resolution 15-61 authorizing the Town Administrator to execute the agreement and authorizing Staff to expend said funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Board of Trustees previously approved agreements with Northern Colorado Water Conservancy District, acting by and through its Northern Colorado Water Conservancy District Northern Supply Project Enterprise (NCWCD) to participate in the Northern Integrated Supply Project (NISP). The Town of Erie, acting by and through its Erie Water Activity Enterprise (“Erie”), is participating in the project for a permitted firm yield of 6,500-acre feet per year of water for future water demands.

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

Phase I of NISP investigated Poudre River and South Platte River water rights and potential reservoir sites in the Poudre Basin. Phase II evaluated the reservoir sites, analyzed the alternatives, environmental studies, and financial alternatives. Phase III has commenced the permitting activities with the US Army Corp of Engineers and other agencies and other National Environmental Policy Act (NEPA) compliance activities. Phase 3A (2010 – 2015) consists of additional time for the same activities noted in Phase III.

Phase 4 will consist of the preliminary design and the first phase of geotechnical investigations for Glade Reservoir and the associated appurtenant facilities. The work is anticipated to take place during the years 2015 and 2016. It is necessary that Phase 4 of the Project be pursued at this time in order to be able to complete the Project on the time schedule desired by the participants, including the Town of Erie.

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

Continued participation in NISP by Erie would be pursuant to the Eleventh Interim Agreement between NCWCD and Erie (attached). The participants' contributions for Phase 4 are shown in Exhibit B to the Agreement. Those funds were included in the Town's 2015 budget.

Staff recommends that the Board of Trustees authorize this Agreement, which commits Erie to contribute \$162,500 for its participation in Phase 4 of the NISP Project in 2015.

Staff Review:

Approved by:

_____ Town Attorney
_____ Town Clerk
_____ Community Development Director
 58 Finance Director
_____ Police Chief
 [Signature] Public Works Director

 [Signature]
A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-61
- b. Eleventh Interim Agreement with the Northern Colorado Water Conservancy District, Northern Integrated Supply Project Water Activity Enterprise for Participation in the Northern Integrated Supply Project.

**RESOLUTION NO. 15-61
TOWN OF ERIE, COLORADO**

A RESOLUTION OF THE TOWN OF ERIE, COLORADO ACTING BY AND THROUGH ITS ERIE WATER ACTIVITY ENTERPRISE ("ERIE") TO CONTINUE ITS PARTICIPATION IN THE NORTHERN INTEGRATED SUPPLY PROJECT ("NISP"), PHASE 4 IN THE AMOUNT OF \$162,500; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, acting by and through its Erie Water Activity Enterprise ("Erie"), entered into "Tenth" Interim Agreement" with the Northern Colorado Water Conservancy District, acting by and through its Northern Integrated Supply Project Water Activity Enterprise ("NCWCD") on December 9, 2014 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 Northern Integrated Supply Project ("NISP") is now beginning Phase 4, of the Project; and

WHEREAS, the Town of Erie Board of Trustees would like to approve continuing participation in the Eleventh Interim Agreement, Phase 4, which will consist of the preliminary design and the first phase of geotechnical investigations for Glade Reservoir and the associate appurtenant facilities; and

WHEREAS, continuation and completion of Phase 4 of NISP on behalf of the participants will require continued funding from the participants.

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

- Section 1.** That the Board of Trustees for the Town of Erie approve continued participation in Phase 4 by a payment in the amount of \$162,500.00 to NISP.
- Section 2.** The appropriate Town officers are hereby authorized to sign the Eleventh Interim Agreement with the Northern Colorado Water Conservancy District to expend said funds to continue participation in Phase 4 of NISP.
- Section 3.** That entering into the agreement is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

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

TOWN OF ERIE, ACTING BY AND THROUGH ITS ERIE WATER ACTIVITY ENTERPRISE,

A COLORADO MUNICIPAL CORPORATION

BY: _____
Tina Harris, Mayor

ATTEST

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

ELEVENTH INTERIM AGREEMENT WITH THE
NORTHERN COLORADO WATER CONSERVANCY DISTRICT,
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of _____, 2015, by and between the Northern Colorado Water Conservancy District (a quasi-municipal entity and political subdivision of the State of Colorado), acting by and through its Northern Integrated Supply Project Water Activity Enterprise (a government-owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq.), whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), and Town of Erie, acting by and through its Erie Water Activity Enterprise, whose address is PO Box 750, Erie, CO 80516-0750 ("Participant").

Recitals

- A. The NISP Enterprise is developing a water project (the "Project") for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First Phase of the Project consisted of preliminary studies to evaluate potential Poudre reservoir sites and the South Platte Water Conservation Project. The First Phase has been accomplished and there appear to be potential project configurations that may serve the needs of the Project.
- D. The Second Phase of the Project consisted of additional reservoir site evaluations, alternatives analysis, environmental studies, financial analyses, and related work. The Second Phase has been completed and the participants have selected alternatives that may serve the needs of the Project.
- E. The NISP Enterprise has commenced the Third Phase of the Project. The Third Phase, Years 1 and 2 (2004 and 2005), consisted of agency consultation, commencement of permitting with the U.S. Army Corps of Engineers and other agencies, commencement of compliance with the National Environmental Policy Act and other requirements for federal permitting, commencement of field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- F. The Third Phase, Year 3 through Year 6 (2006, 2007, 2008, and 2009), consisted of continuation of agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.

- G. The Third Phase, Years 7 through 12 (hereinafter referred to as “Phase 3A”), will consist of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- H. The Fourth Phase will consist of the Preliminary Design and phase I Geotechnical Investigation for Glade Reservoir
- I. It is necessary that the NISP Enterprise pursue Phase 4 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.
- I. This Fourth Phase of the Project on behalf of the participants will require continued funding from the participants.

Agreement

1. Participant agrees to participate in Phase 4 of the Project to begin the preliminary design and phase I geotechnical investigations for Glade Reservoir, under and pursuant to the terms and conditions of this Agreement. Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 4 is included in Exhibit A. Participation in Phase 4 of the Project in no way obligates Participant to subsequent phases of the Project or to continue involvement in the Project in any manner.
2. For the purposes of cost allocation in Phase 4, the cost is based upon the Participant’s base requested capacity divided by the total requested base Project yield. The Participant’s initial base requested capacity in the Project is 6,500 acre-feet of water yield. Attached hereto as Exhibit B is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of Phase 4 of the Project for 2015 for each Participant. The Participant may request a reduction, but not an increase, in base requested capacity, which will be implemented by the NISP Enterprise so long as any increased costs of design, environmental studies, permitting or other matters are paid by the Participant. If a reduction in Participant’s base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of Phase 4 costs of the Project after the change based on their final base requested capacity. For purposes of the environmental analysis for the Project, the Participant’s permitted capacity in the Project is 6,500 acre-feet of water yield. In the event that Participant’s base requested capacity is increased or decreased, Participant’s permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.
3. Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated 2015 costs necessary for Phase 4 of the Project. The NISP Enterprise estimates that Participant’s pro rata share of the costs of Phase 4 of the Project is

\$162,500 for 2015. Participant will pay the NISP Enterprise its pro rata share of Phase 4 2015 costs on or before June 15, 2015. These estimated costs will not be increased or exceeded without the prior written approval of Participant. Phase 4 will be continued in 2016. Any participant which joins the Project after this Agreement is executed and is not listed in Exhibit B will be charged the same cost per acre foot of Project yield for the Fourth Phase as all other participants. Participant funds that are not expended during Phase 4 will be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 4.

4. In the event that Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of Participant. The NISP Enterprise shall give Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for Participant's benefit under this paragraph. Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. Participant shall in any event be responsible for its pro rata share of the 2015 costs of Phase 4 of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.
5. The NISP Enterprise agrees to diligently pursue Phase 4 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant, that it will proceed with the Project beyond Phase 4 or that it will construct or operate the Project. At the end of the Fourth Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by sufficient participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs, in which case a pro rata refund will be made. In the event of such termination, Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of Participant, and NISP Enterprise shall convey to Participant, as a tenant in common with all other participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants.
7. Participant shall have the right to assign this Agreement and Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any person or entity that is eligible to receive water deliverable

through the Project and that is financially able to perform this Agreement.

8. In the event that this Agreement is terminated for any reason, Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project, and the NISP Enterprise shall have no further obligations to Participant, except as provided in Paragraphs 3 and 6 above for those participants who have not been terminated under paragraph 4 above.
9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of \$162,500 set forth in paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into, except that Participant shall be entitled to a return of funds paid to the NISP Enterprise as provided in paragraph 8 above.
10. In the event that additional costs must be incurred for Phase 4 in 2015, the parties may amend this Agreement in writing to provide for further payment by Participant of Phase 4 costs for 2015. However, Participant is not obligated under this Agreement to pay any costs for Phase 4 beyond the costs stated in paragraph 3 above.
11. This Agreement is the entire agreement between the NISP Enterprise and Participant regarding participation in Phase 4 of the Project and shall be modified by the parties only by a duly executed written instrument approved by Participant and the NISP Enterprise's Board of Directors.
12. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

TOWN OF ERIE, ACTING BY
AND THROUGH ITS ERIE WATER
ACTIVITY ENTERPRISE

By: _____

Name: _____

Title: _____

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT, ACTING BY AND THROUGH THE NORTHERN
INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE

By: _____

Name: _____

Title: _____

EXHIBIT A
DESCRIPTION OF PHASE 4
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 4 will consist of the preliminary design and phase I geotechnical investigations for Glade Reservoir and the associated appurtenant facilities. The work is anticipated to take place during the years 2015 and 2016.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 4

Participant Cost Allocation for 2015 Permitting \$1,000,000 Request

Participant	Project Yield (Acre-ft)	Percent of Project	Additional Budget Request
Central Weld Co. W.D.	3,500	8.75%	\$87,500
Dacono	1,000	2.50%	\$25,000
Firestone	1,300	3.25%	\$32,500
Frederick	2,600	6.50%	\$65,000
Eaton	1,300	3.25%	\$32,500
Erie	6,500	16.25%	\$162,500
Evans	1,600	4.00%	\$40,000
Fort Collins-Loveland. W.D.	3,000	7.50%	\$75,000
Fort Lupton	3,000	7.50%	\$75,000
Fort Morgan	3,600	9.00%	\$90,000
Lafayette	1,800	4.50%	\$45,000
Lefthand W.D.	4,900	12.25%	\$122,500
Morgan County Q.W.D.	1,300	3.25%	\$32,500
Severance	1,300	3.25%	\$32,500
Windsor	3,300	8.25%	\$82,500
Total	40,000	100.00%	\$1,000,000

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

SUBJECT: **CONSENT: ORDINANCE 1ST Reading**
Ordinance No. 12-2015: An Ordinance Of The Town Of Erie, Colorado Vacating Canyon Creek Filing No. 9, Block 4, Lots 1, 2 And 3 Final Plat; And, Setting Forth Details In Relation Thereto.

PURPOSE: To vacate the Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 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. 12-2015 at the second reading of the Ordinance on May 12, 2015.

PLANNING COMMISSION RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Applicant Boulder Creek Neighborhoods, LLC
712 Main Street
Louisville, Colorado, 80027

Owners Johnson Development Company; and,
H.E. Taggart; and, J.B. Telleen

Location
The southeast corner of Erie Parkway and 119th Street.

Requested Action
The applicant requests vacation of the Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Plat. There are no public improvements within the Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Plat; Brennan Street was platted but never constructed. The applicant will be replacing the Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Plat with a new final plat for the Boulder Creek Neighborhoods townhomes and single family patio homes. The Boulder Creek Neighborhoods final plat will be on the May 12th 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 Brennan Street right of way has not been constructed. New streets and easements will be dedicated on the new final plat for the townhomes and patio homes.
- 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.
- e. The public benefits and utility of the Vacation request outweigh any adverse impacts of the Vacation; and
Staff Comment: The vacation of the final plat 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.

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. 12-2015 at the second reading of the Ordinance on May 12, 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. 12-2015
- b. Applicant Materials

ATTACHMENT A

ORDINANCE NO. 12 - 2015
Series of 2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO VACATING CANYON CREEK FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3 FINAL PLAT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Subdivision Plat was recorded on March 13, 2003, at Reception No. 2411967, P-58, F-2, #38 & 39, in the real property records of the County of Boulder, Colorado (“Final Subdivision Plat”), which Final Subdivision Plat was recorded following Town of Erie subdivision approval contained in Resolution No. 02-47, adopted November 12, 2002; and,

WHEREAS, the owners of the Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Subdivision property now desired to vacate the Final Subdivision Plat in its entirety, in order to re-plat the property; and,

WHEREAS, it is in the best interest of the Town and its citizens to vacate the Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Subdivision Plat as specifically set forth herein below.

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

Section 1. That the Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Subdivision Plat be and is hereby vacated.

Section 2. That this Ordinance vacating the Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Subdivision Plat shall be recorded in the office of the Boulder County Clerk and Recorder in which County such property is located.

Section 3. Severance Clause. If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 4. Repeal. All other Ordinances, or parts of any Ordinances in conflict herewith are hereby repealed.

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

INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS ____ 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: Canyon Creek Filing No. 9
PROJECT ADDRESS: Southeast Corner of Erie Parkway and 119th Avenue
PROJECT DESCRIPTION: Platting of 64 Townhome lots and 66 Single Family detached lots

LEGAL DESCRIPTION *(attach legal description if Metes & Bounds)*

Subdivision Name: _____
 Filing #: 9 Lot #: 1, 2 & 3 Block #: 4 Section: SW 1/4 - 24 Township: 1 North Range: 69 West

OWNER *(attach separate sheets if multiple)*

Name/Company: TJT Erie, LLC by Johnson Development Co
 Contact Person: Con Gerdes / Howard Johnson
 Address: 10 Churchill Drive
 City/State/Zip: Englewood, CO 80113
 Phone: 303-748-2155 Fax: _____
 E-mail: cpgerdes@me.com

AUTHORIZED REPRESENTATIVE

Company/Firm: Boulder Creek Neighborhoods, LLC
 Contact Person: David Oyler / David Gregg
 Address: 712 Main Street
 City/State/Zip: Louisville, CO 80027
 Phone: 303-544-5857 Fax: 303-544-6099
 E-mail: doyer@liveboulder creek.com

MINERAL RIGHTS OWNER *(attach separate sheets if multiple)*

Name/Company: Johnson Development Company
 Address: 10 Churchill Drive
 City/State/Zip: Englewood, CO 80113

MINERAL LEASE HOLDER *(attach separate sheets if multiple)*

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

LAND-USE & SUMMARY INFORMATION

Present Zoning: Planned Development Residential	Gross Site Density (du/ac): 4.89
Proposed Zoning: Planned Development Residential	# Lots/Units Proposed: 130
Gross Acreage: 26.6	Gross Floor Area: NA

SERVICE PROVIDERS

Electric: Xcel Energy	Gas: Xcel Energy
Metro District:	Fire District: Mountain View Fire
Water (if other than Town):	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	\$ 600.00
<input type="checkbox"/> Oil & Gas	\$ 1200.00	SERVICE PLAN	\$ 10,000.00
All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 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: _____

Date: _____

Owner: _____

Date: _____

Applicant: David Gregg

Date: 11 DEC 14

STATE OF COLORADO)
County of Boulder) ss.

The foregoing instrument was acknowledged before me this 11th day of December, 2014, by David Gregg.

SHELLY ZISSIMOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134040948
MY COMMISSION EXPIRES 07/01/2017

My commission expires: 7-01-2017.
Witness my hand and official seal.

Shelly Zissimos
Notary Public



200 W. Hampden Ave.
Suite 200
Englewood, Colorado 80110
PH: 720.855.3859
FAX: 720.855.3860

**Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3
Plat Vacation**

Project Narrative

December 11, 2014

OBJECTIVE

The applicant proposes to vacate the Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 plat as recorded in Boulder County in 2003, Reception No. 2411967 (R582-38 and R582-39). See attached as Exhibit A. The Plat will revert back to Tract B, Canyon Creek Subdivision Filing No. 9 pending replat under separate submittal (PP-14-00014).

CONSULTANT CONTACT INFORMATION

Civil Engineer: Peak Civil Consultants

Peak Project Engineer: Jeffrey French, P.E.

Address: 200 W. Hampden Ave., Suite 200, Englewood, CO 80110

Planner/Landscape Architect: The Karen Henry Design Group

Project Planner/Landscape Architect: Karen Z. Henry, PLA

Address: 1501 Wazee Street, Suite 1-C, Denver, CO 80202

Applicant/Property Owner: Boulder Creek Neighborhoods

Contact: David Gregg AIA, CAPS

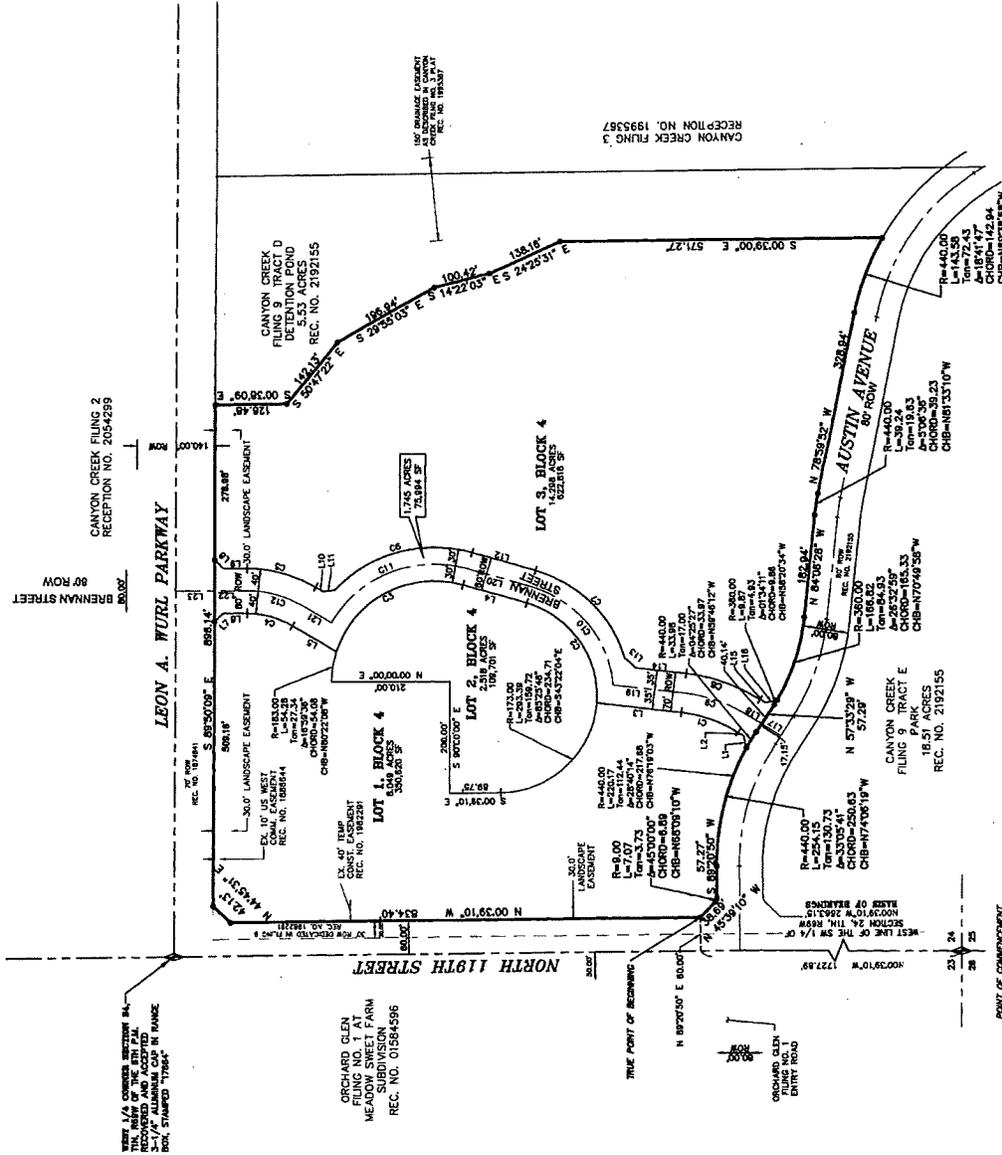
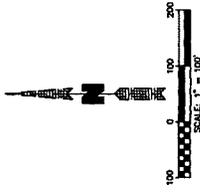
Address: 712 Main Street, Louisville, CO 80027

CANYON CREEK FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3

R582-39

A REPLAT OF TRACT B, CANYON CREEK SUBDIVISION FILING NO. 9
 A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.
 TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

2/2



THESE LOTS, TOGETHER WITH THE
 TOWN OF ERIE, COUNTY OF BOULDER,
 STATE OF COLORADO, ARE
 HEREBY OFFERED FOR SALE
 BY THE STATE OF COLORADO
 DEPARTMENT OF REVENUE
 IN THE MANNER PROVIDED
 BY SECTION 18-1-101, C.R.S.
 1973, AS AMENDED.

ORCHARD GLEN
 FILING NO. 1 AT
 MEADOW SWEET FARM
 SUBDIVISION
 REC. NO. 01584966

TRUE POINT OF BEGINNING

ORCHARD GLEN
 ENTRY ROAD

POINT OF COMMENCEMENT
 OF COURSE BEING THE
 POINT OF BEGINNING
 OF THE SECTION 24
 TOWNSHIP 1 NORTH
 RANGE 69 WEST
 OF THE 6TH P.M.
 TOWN OF ERIE,
 COUNTY OF BOULDER,
 STATE OF COLORADO

LEGEND
 SF SQUARE FEET
 ROW RIGHT-OF-WAY
 SECTION CORNER
 POINT OF BEGINNING WITH A
 CURVED ARROW AND A
 DIMENSION PLS. 20114

BASIS OF BEARINGS
 MAGNETIC DECLINATION
 1983.00
 1984.00
 1985.00
 1986.00
 1987.00
 1988.00
 1989.00
 1990.00
 1991.00
 1992.00
 1993.00
 1994.00
 1995.00
 1996.00
 1997.00
 1998.00
 1999.00
 2000.00

LINE	LENGTH	BEARING
L1	21.84	S72°44'49"W
L2	11.26	N24°24'31"E
L3	151.08	N06°27'24"E
L4	118.54	N15°34'27"E
L5	41.38	S07°08'17"W
L6	265.43	S24°30'17"W
L7	21.21	N44°50'09"W
L8	21.21	N45°09'51"E
L9	41.38	S07°08'17"W
L10	14.65	N07°45'17"E
L11	11.65	N15°34'27"E
L12	11.65	N15°34'27"E
L13	26.42	S41°03'30"W
L14	88.38	N06°27'24"E
L15	10.91	N22°28'31"E
L16	21.72	S17°48'07"E
L17	25.91	N22°28'31"E
L18	25.91	N22°28'31"E
L19	12.42	N06°27'24"E
L20	116.54	N15°34'27"E
L21	56.53	N29°45'12"E
L22	56.53	S07°08'17"W
L23	79.69	S00°08'51"W

CURVE	LENGTH	RADIUS
C1	108.83	240.00
C2	235.48	173.00
C3	260.44	183.00
C4	85.42	160.00
C5	265.43	243.00
C6	232.17	233.00
C7	140.59	310.00
C8	124.72	275.00
C9	242.39	203.00
C10	242.39	203.00
C11	106.78	200.00

FAHRHART & GRIFFIN ASSOCIATES
 LAND SURVEYORS
 1000 14th Street, Suite 100
 Boulder, Colorado 80502
 (303) 440-3340

CANYON CREEK FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3
 DATE: 7 FEBRUARY 03
 P-58 F-a #39 (2 of 2)



***Honorary Proclamation
Police Week and Peace Officers' Memorial Day
May 2015***

Whereas, the Congress and President of the United States have designated May 15th, 2015 as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police week; and

Whereas, the International Association of Chiefs of Police has declared law enforcement officer safety and wellness a top propriety, and the IACP's Center for Office Safety and Wellness promotes the importance of individual agency, family, and community safety and wellness awareness; and

Whereas, the members of the law enforcement agency of the Town of Erie, Colorado play an essential role in safeguarding the rights and freedoms of the Town of Erie; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

Whereas, the men and women of the law enforcement agency of Erie, Colorado unceasingly provide a vital public service;

Now Therefore I, Mayor Tina Harris of Erie, Colorado, call upon all citizens of The Town of Erie and upon all patriotic, civic and educational organizations to observe the week of May 12th, 2015 as ***Police Week*** with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Erie, Colorado to observe 12th May, 2015 as Peace ***Officers' Memorial Day*** in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Erie, Colorado to be affixed

Proclaimed this 28th day of April 2015.

ATTEST:

Tina Harris, Mayor

Nancy J. Parker, Town Clerk

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

SUBJECT: CONSENT AGENDA
Consideration of Resolution 15-57: A Resolution For The Purpose Of Acquiring A Permeant Easement and Temporary Construction Easement for Construction of the South Coal Creek Sanitary Sewer, 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 INFORMATION: Cost as Recommended: \$ 14,660
Balance Available: \$ 2,733,839
Budget Line Item Number: 510 . 70 . 110 . 605000 . 100042
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 15-57 Authorizing the Mayor to sign a memorandum of agreement and execute said easements.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Sierra Vista Annexation Agreement dated June 25, 2012, provides for the Town to design and construct a sanitary sewer to extend sewer service to the Sierra Vista development. The design of the sanitary sewer is complete. In order to extend the sanitary sewer, easements are required across two properties. Easement negotiations are complete with Reynolds Erie Property LLC which is of the property owners. The easement negotiations are nearing completion with the second property owner. An agreement will be brought before the Board for the second property once it is complete.

Before you tonight is a memorandum of agreement, a grant of permanent access and utilities easement agreement, and a grant of temporary construction easement agreement.

Staff is recommending approving the acquisition of the easements and authorizing the Mayor to sign the Memorandum of Agreement and execute said easements.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-57
- b. Memorandum of agreement
- c. Permanent access and utilities easement
- d. Temporary construction easement agreement
- e. Vicinity Map

RESOLUTION NO. 15-57

A RESOLUTION OF THE TOWN OF ERIE, COLORADO FOR THE PURPOSE OF ACQUIRING A PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF THE SOUTH COAL CREEK SANITARY SEWER; AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the Sierra Vista Annexation Agreement dated June 25, 2012 provides for the Town to design and construct a sanitary sewer to extend sewer service to the Sierra Vista development; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to acquire such a Permanent Easement and Temporary Construction Easement.

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

Section 1. That the easement from Reynolds Erie Property LLC for the purpose of extending sanitary sewer service to the Sierra Vista development, is found to be a reasonable and acceptable acquirement.

Section 2. That the Town of Erie be, and is hereby authorized and directed to acquire the easement.

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

ADOPTED AND APPROVED THIS 28th DAY OF APRIL, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado Municipal Corporation

By:

Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, CMC, Town Clerk

Town Of Erie MEMORANDUM OF AGREEMENT	Project Code:	Parcel No: 146731005017
	Project Name: South Coal Creek Sanitary Sewer and Water Line	
	Location: Hwy 7 and Erie Airpark	
	Permanent Easement as depicted on Exhibit B and Temporary Easement as depicted on Exhibit B	REYNOLDS ERIE PROPERTY LLC, a Colorado limited liability company

This agreement made on 4/15/15 (date) is between the **TOWN OF ERIE**, a Colorado municipal corporation (Grantee) and **REYNOLDS ERIE PROPERTY LLC**, a Colorado limited liability company (Grantor) for the purchase of the Permanent Easement and Temporary Easement listed above.

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Permanent Easement (described in attached exhibit B)	Sq.ft 12,793	\$12,793.00
Temporary Easement (described in attached exhibit B)	Sq.ft 9,329	\$ 1,865.00
Gross Total		\$14,658.00
Net Total		\$14,660.00 (r)

Other conditions: Other conditions:

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;

Post-It™ brand fax transmittal memo 7671 # of pages > 2

To: <u>Val Kindgren</u>	FROM: <u>Jack Feuer</u>
Co. <u>West State</u>	Co.
Dept.	Phone # <u>303-877-5858</u>
Fax # <u>970-667-6586</u>	Fax # <u>602-954-8961</u>

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

General Warranty Deed

Access Deed

Full Release(s) Book/Page:

Partial Release(s) Reception No: N/A

Utility Easement

Permanent Easement

Slope Easement

Temporary Easement

Or (specify)

Title Company to prepare documents except

Order Warrant \$ 14,660.00	Payable to: REYNOLDS ERIE PROPERTY LLC, a Colorado limited liability company	
Real Estate Specialist	GRANTOR signature <i>Jack Feuer</i> Jack Feuer	Attach form W-9
	AS: <u>Manager</u> For REYNOLDS ERIE PROPERTY LLC, a Colorado limited liability company	
Town of Erie (Manager/Supervisor)	GRANTEE signature	

GRANT OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2015, by and between **REYNOLDS ERIE PROPERTY LLC, a Colorado limited liability company**, whose address is 3874 S. Peach Way, Denver, Colorado 80237-1256, hereinafter referred to as the "Grantor," and the **TOWN OF ERIE**, a Colorado municipal corporation, whose address is 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as the "Grantee."

WITNESSETH:

WHEREAS, Grantor owns the real property (the "Property") on which the Grantee wishes to acquire a Temporary Construction Easement (as defined in paragraph 1, below) for the construction and installation of the Improvements, defined and described in paragraph 1, below; and,

WHEREAS, the Improvements defined and described in paragraph 1, below, are being constructed by the Grantee, and once completed such Improvements shall become the property of the Grantee; and,

WHEREAS, the Grantor and the Grantee have agreed to terms and conditions for the grant of the Temporary Construction Easement to the Grantee and the Grantee's use and operation on the Property and within the Temporary Construction Easement; and,

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

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the foregoing recitals and the obligations, covenants and agreements herein set forth, the legal sufficiency of which the parties do hereby acknowledge, the parties hereto agree as follows:

1. *Grant of Temporary Construction Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a Temporary Construction Easement to enter, occupy, locate, construct, and install one or more water lines, sanitary sewer lines, storm drainage facilities, pipelines, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances and all necessary appurtenances thereto (the "Improvements") in, through, over, across, under and above the Property in the locations as set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Temporary Construction Easement").

2. *Ingress and Egress.* The Grantee, its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Property for access to and from the Temporary Construction Easement in order to perform construction and installation of the Improvements.

3. *Term of Temporary Construction Easement.* The Temporary Construction Easement granted herein shall expire and be of no further force or effect one (1) year from the date of construction acceptance by the Town of Erie commencing on the subject property

4. *No Structures or Buildings to interfere with the Temporary Construction Easement.* The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Temporary Construction Easement or the Property that will interfere with or obstruct the access or Temporary Construction Easement granted herein. Any such structure or item placed on the Temporary Construction Easement or Property may be removed by the Grantee without liability for damages arising there from. Grantor shall retain the right to make use of the servient property of the Temporary Construction Easement, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the Temporary Construction Easement. If Grantor constructs or places any structure or building or item prohibited herein on the Temporary Construction Easement or Property, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Temporary Construction Easement or Property.

5. *Grantor's Warranty.* Grantor warrants that it has full right and lawful authority to make the grant of the Temporary Construction Easement herein contained, and promises and agrees to defend against any defect in title to the Property or the right to make the grant of the Temporary Construction Easement as herein contained.

6. *Damage, Maintenance of Grantor's Improvements.* The Grantor, at its expense, shall be solely responsible for the maintenance of all Grantor improvements which may be located within the Temporary Construction Easement. In the event said Grantor improvements are damaged due solely to Grantee's negligence, the Grantee will repair and or replace the said improvements at Grantee's expense.

7. *Ownership, Maintenance of Grantee's Improvements, Damage.* Following completion of the construction and installation of the Improvements, the Improvements shall be the property of the Grantee and shall be owned by the Grantee. The Grantee, at its expense, shall be solely responsible for the maintenance and repair of the Improvements, once installed by the Grantee. Repair and or replacement of the said Improvements shall be at Grantee's sole expense.

8. *Inurement.* Each and everyone of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, executors, administrators, successors and assigns of the parties hereto.

9. *Complete Agreement.* This Agreement represents the complete agreement between the parties hereto, and supersedes any and all other prior agreements, written and oral, between the parties.

10. *Headings for Convenience Only.* The paragraph headings of this Agreement are for convenience only and the substantive portions hereof control without regard to the headings.

11. *Cooperation.* The Grantor shall cooperate with the Grantee and shall not impair the Grantee's construction of the Improvements.

12. *Modification.* This Agreement shall be modified by a writing only, which writing must be only executed by the parties hereto in order to be effective.

13. *Controlling Law.* This Agreement shall be governed under, and construed pursuant to, the laws of the State of Colorado, and the parties hereto agree to jurisdiction in the Courts of Weld County, Colorado.

14. *Terms of Agreement Shall Survive Termination.* The terms of this Agreement and the provisions herein shall survive the Termination of the Temporary Construction Easement as provided for herein.

15. *Recordation of Agreement.* This Agreement shall be recorded by the Grantee in the real property records of the County of Weld, State of Colorado.

Signatures on next page

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
BY AND BETWEEN THE TOWN OF ERIE
AND THE PERSONAL REPRESENTATIVE OF
THE ESTATE OF H. SOL CERONSKY, DECEASED AND JACK D. FEUER

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 2

A TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PORTION OF TRACT D OF THE ERIE AIRPARK SUBDIVISION DESCRIBED IN THE RECORDS OF WELD COUNTY AT RECEPTION NO. 1752380, DATED MAY 3, 1978, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF LOT 7, BLOCK 6, AND TRACT H OF SAID SUBDIVISION TO BEAR NORTH 89°41'31" EAST, A DISTANCE OF 612.80 FEET BETWEEN A FOUND NO. 4 REBAR WITH A YELLOW PLASTIC CAP AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 6, ERIE AIRPARK SUBDIVISION AND A FOUND NO. 6 REBAR WITH A 2" ALUMINUM CAP STAMPED "LS14083", BEING THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 31, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 31, THENCE ALONG THE EAST LINE OF SAID TRACT D, SOUTH 00°01'01" EAST, A DISTANCE OF 99.69 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 00°01'01" EAST, A DISTANCE OF 20.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89°41'31" WEST, A DISTANCE OF 285.30 FEET; THENCE NORTH 13°00'23" WEST, A DISTANCE OF 122.69 FEET, TO A POINT ON THE SOUTH LINE OF SAID TRACT D;

THENCE ALONG SAID SOUTH LINE, NORTH 89°41'31" EAST, A DISTANCE OF 35.88 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 13°00'23" EAST, A DISTANCE OF 102.19 FEET; THENCE NORTH 89°41'31" EAST, A DISTANCE OF 254.04 FEET, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 9,329 SQ.FT. OR 0.21 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.

FSI JOB NO. 13-62,073



JOB NUMBER: 13-62,073 (B)
DRAWN BY: T. HENDERSON
DATE: JULY 25, 2013
REVISION: MAY 8, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

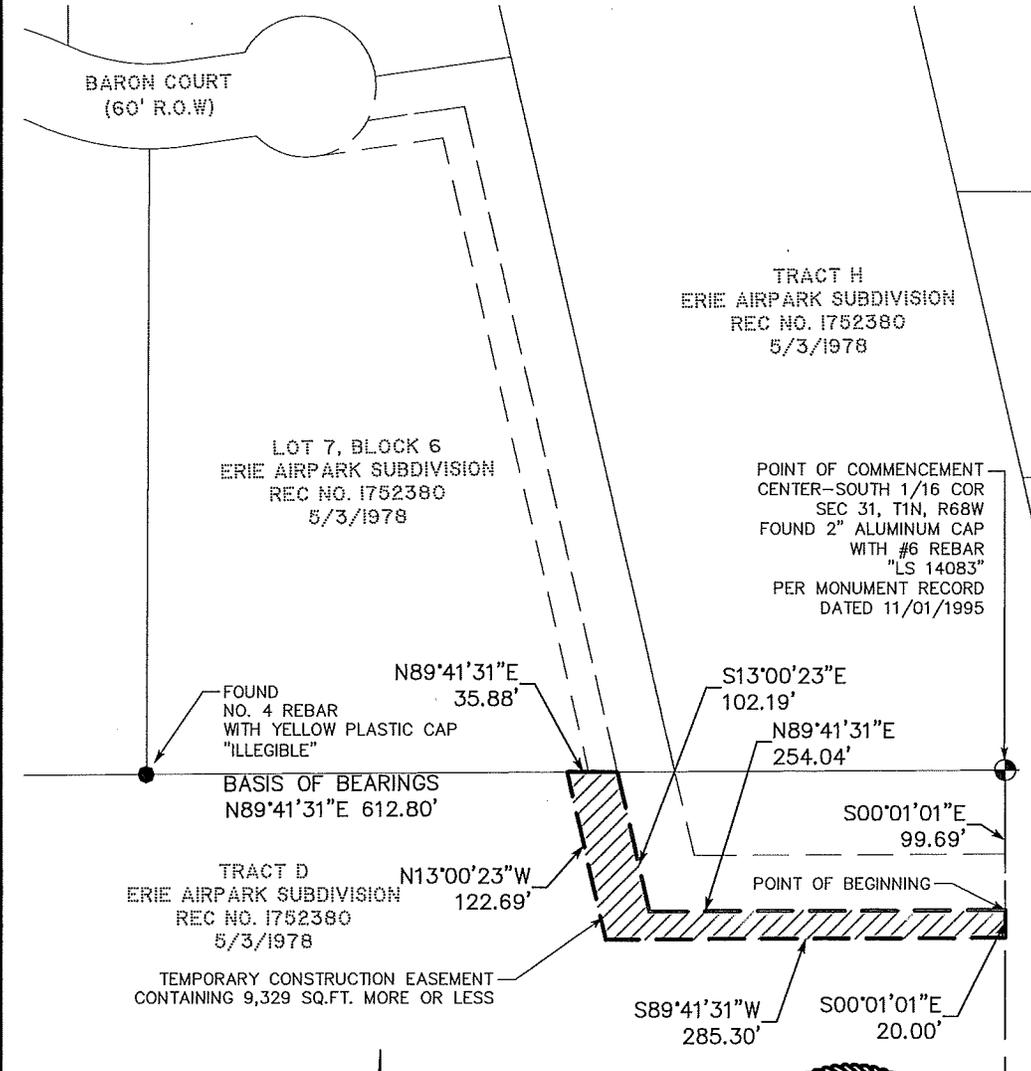
Flatirons, Inc.
Surveying, Engineering & Geomatics
3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
www.FlatironsInc.com

The logo for Flatirons, Inc. features a stylized mountain range with three peaks, enclosed within a circular border.

EXHIBIT B
 TEMPORARY CONSTRUCTION EASEMENT
 BY AND BETWEEN THE TOWN OF ERIE
 AND THE PERSONAL REPRESENTATIVE OF
 THE ESTATE OF H. SOL CERONSKY, DECEASED AND JACK D. FEUER

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH,
 RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2



BY:TENDERSON FILE:62073-DESC.DWG DATE:5/8/2014 2:59 PM

GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.



JOB NUMBER: 13-62,073 (B)
 DRAWN BY: T. HENDERSON
 DATE: JULY 25, 2013
 REVISION: MAY 8, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

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**GRANT OF PERMANENT ACCESS
AND UTILITIES EASEMENT AGREEMENT**

THIS GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT, ("Agreement") made and entered into this __ day of _____, 2015, by and between **REYNOLDS ERIE PROPERTY LLC, a Colorado limited liability company**, whose address is 3874 S. Peach Way, Denver, Colorado 80237-1256, hereinafter referred to as the "Grantor," and the **TOWN OF ERIE**, a Colorado Municipal Corporation, whose address is P.O. Box 750, 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as the "Grantee," collectively, the "Parties".

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in Weld County, State of Colorado, (the "Property").

WHEREAS, the Parties desire to provide for a permanent access and utilities easement across a portion of the Property in the location more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the foregoing recitals and the obligations, covenants and agreements herein set forth, the legal sufficiency of which the Parties do hereby acknowledge, the Parties hereto agree as follows:

1. *Grant of Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent, perpetual non-exclusive easement to enter, occupy and use the Easement Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove one or more water lines, sanitary sewer lines, storm drainage facilities, pipelines, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances (the "Improvements") in, through, over, across, under and above the Easement Property (the "Easement").

2. *Ingress and Egress.* The Grantee, its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Property for access to and from the Easement Property in order to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Improvements.

3. *No Structures or Buildings to interfere with the Easement.* The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Easement Property that will interfere with or obstruct the access or Easement granted herein. Any such structure or item

placed on the Easement Property may be removed by the Grantee without liability for damages arising there from. Grantor shall retain the right to make use of the servient property of the Easement Property, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the Easement. If Grantor constructs or places any structure or building or item prohibited herein on the Easement Property, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Easement Property.

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

5. *Non-exclusive Use.* The Grantee agrees, following written request to and approval by Grantor, that public utilities such as water, sanitary sewer, storm sewer, gas, electric lines, and other appropriate utilities may be installed in the Easement Property as long as such utilities do not interfere with the Grantee's rights as herein granted or the Grantee's use of the Easement and the Easement Property. All surface and subsurface uses of the Easement Property, including fences, must be approved in writing by the Grantor prior to installation.

6. *Damage, Maintenance of Grantor's Improvements.* The Grantor, at its expense, shall be solely responsible for the maintenance of all Grantor improvements which may be located within the Easement Property. In the event said Grantor improvements within the Easement Property are damaged due solely to Grantee's negligence, the Grantee will repair and or replace the said improvements at Grantee's expense.

7. *Ownership, Maintenance of Grantee's Improvements, Damage.* Following completion of the construction and installation of the Improvements, the Improvements shall be the property of the Grantee and shall be owned by the Grantee. The Grantee, at its expense, shall be solely responsible for the maintenance and repair of the Improvements, once installed by the Grantee. Repair and or replacement of the said Improvements shall be at Grantee's sole expense.

8. *Protection of Easement.* The Grantee is acquiring the Easement in order to ensure to the Grantee a dominant easement for the exercise of Grantee's functions, and the exercise of any rights in the subject Easement other than those retained by the Grantor shall be within the discretion of the Grantee.

9. *Inurement.* Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

10. *Complete Agreement.* This Agreement represents the complete agreement between the parties hereto, and supersedes any and all other prior agreements, written and oral, between the parties.

11. *Headings for Convenience Only.* The paragraph headings of this Agreement are

for convenience only and the substantive portions hereof control without regard to the headings.

12. *Subjacent and Lateral Support.* The Grantor shall not impair the lateral or subjacent support for the Easement or the Improvements located therein.

13. *Cooperation.* The Grantor shall cooperate with the Grantee and shall not impair the Grantee's use of the Easement or the Improvements located therein.

14. *Modification.* This Agreement shall be modified in writing only, which writing must be executed by the parties hereto in order to be effective.

15. *Controlling Law.* This Agreement shall be governed under, and construed pursuant to, the laws of the State of Colorado, and the parties hereto agree to jurisdiction in the Courts of Weld County, Colorado.

16. *Annual Appropriations.* All financial obligations of Grantee set forth in this Agreement are subject to annual appropriation pursuant to C.R.S. § 29-1-110, as amended.

17. *Recordation of Agreement.* This Agreement shall be recorded by the Grantee in the real property records of the County of Weld, State of Colorado.

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

Signatures on next page

EXHIBIT B
PERMANENT EASEMENT BY AND BETWEEN
THE TOWN OF ERIE AND THE
PERSONAL REPRESENTATIVE OF THE ESTATE OF H. SOL CERONSKY, DECEASED AND JACK D. FEUER

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 2

A PERMANENT EASEMENT FOR UTILITY PURPOSES OVER AND ACROSS A PORTION OF TRACT D OF THE ERIE AIRPARK SUBDIVISION DESCRIBED IN THE RECORDS OF WELD COUNTY AT RECEPTION NO. 1752380, DATED MAY 3, 1978, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF LOT 7, BLOCK 6, AND TRACT H OF SAID SUBDIVISION TO BEAR NORTH 89°41'31" EAST, A DISTANCE OF 612.80 FEET BETWEEN A FOUND NO. 4 REBAR WITH A YELLOW PLASTIC CAP AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 6, ERIE AIRPARK SUBDIVISION AND A FOUND NO. 6 REBAR WITH A 2" ALUMINUM CAP STAMPED "LS14083", BEING THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 31, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 31, THENCE ALONG THE EAST LINE OF SAID TRACT D, SOUTH 00°01'01" EAST, A DISTANCE OF 59.69 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 00°01'01" EAST, A DISTANCE OF 40.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89°41'31" WEST, A DISTANCE OF 254.04 FEET; THENCE NORTH 13°00'23" WEST, A DISTANCE OF 102.19 FEET, TO A POINT ON THE NORTH LINE OF SAID TRACT D;

THENCE ALONG SAID NORTH LINE, NORTH 89°41'31" EAST, A DISTANCE OF 41.00 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 13°00'23" EAST, A DISTANCE OF 61.19 FEET; THENCE NORTH 89°41'31" EAST, A DISTANCE OF 222.25 FEET, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 12,793 SQ.FT. OR 0.29 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.

FSI JOB NO. 13-62,073

JOB NUMBER: 13-62,073 (A)
DRAWN BY: T. HENDERSON
DATE: JULY 25, 2013
REVISION: MAY 8, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



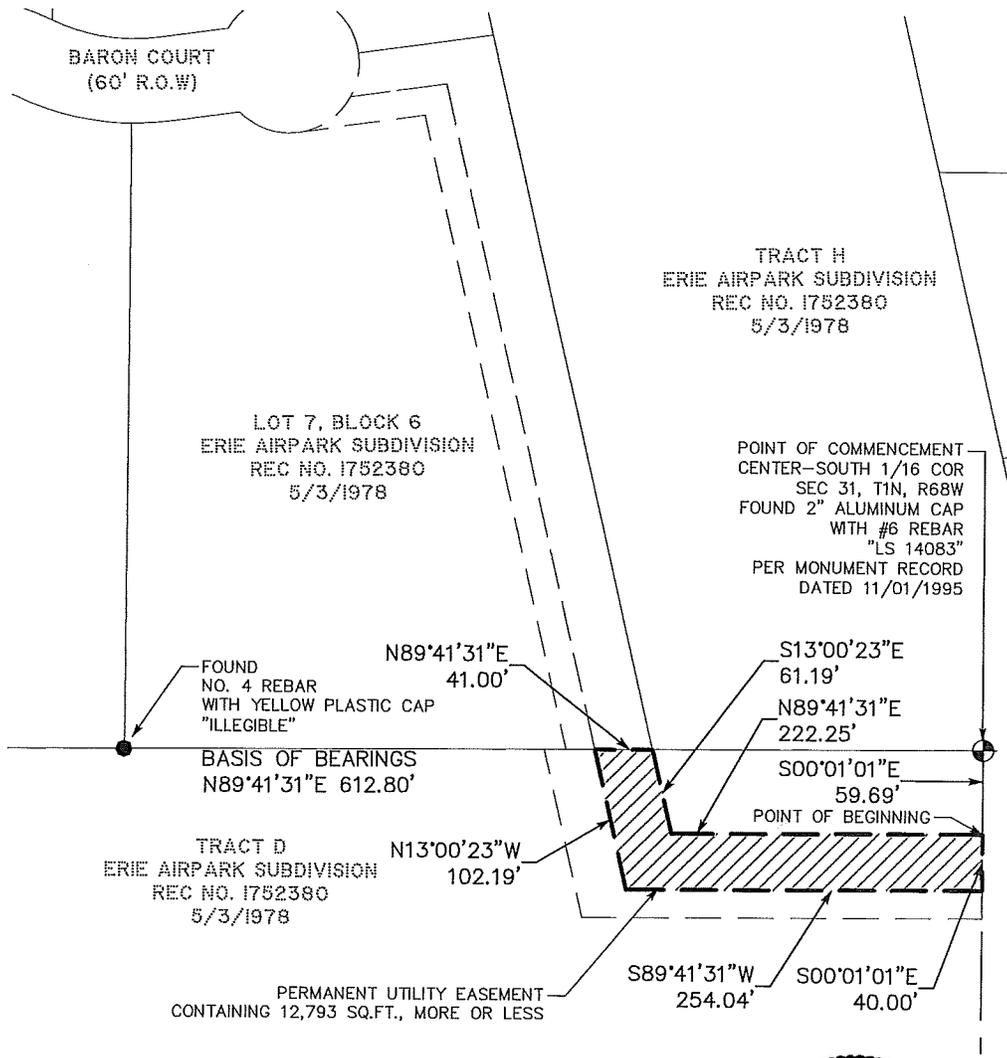
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EXHIBIT B
 PERMANENT EASEMENT BY AND BETWEEN
 THE TOWN OF ERIE AND THE
 PERSONAL REPRESENTATIVE OF THE ESTATE OF H. SOL CERONSKY, DECEASED AND JACK D. FEUER

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH,
 RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2



GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.



JOB NUMBER: 13-62,073 (A)
 DRAWN BY: T. HENDERSON
 DATE: JULY 25, 2013
 REVISION: MAY 8, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
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3825 IRIS AVE, STE 395
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BY:T.HENDERSON FILE:62073-DESC.DWG DATE:5/8/2014 2:59 PM

Vicinity Map



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

SUBJECT: **ORDINANCES**
ORDINANCE 08-2015; AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, AMENDING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 4, "OFFENSES AGAINST THE PERSON," SECTIONS 6-4-4.A.4. AND C, "HARASSMENT," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE AND, SETTING FORTH DETAILS IN RELATION THERETO.

DEPARTMENT: Legislative
PRESENTER: Town Prosecutor, Kristin N. Brown

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

STAFF RECOMMENDATION: **Approval of Ordinance 08-2015**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The state statutory provisions related to the crime of harassment contain provisions that prohibit harassment via electronic means (ie: text message, instant message, etc). The local provision on harassment does not contain such prohibition. It is not infrequent that a harassment case involves harassment via electronic means. The attached ordinance adds language that will allow the prosecution for such violation in the municipal court.

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 08-2015

ORDINANCE NO. 08-2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, AMENDING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 4, "OFFENSES AGAINST THE PERSON," SECTIONS 6-4-4.A.4. AND C, "HARRASSMENT," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to amend the Town of Erie Municipal Code as set forth herein below, and that such an amendment is necessary to the preservation of the public property, health, safety, and welfare of the Town.

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

Section 1. Title 6, "Police and Traffic Regulations," Chapter 4, "Offenses Against the Person," Section 6-4-4.A.4. and C. of the Municipal Code of the Town of Erie, entitled "Harassment," is hereby repealed and re-enacted to read as follows:

6-4-4: HARRASSMENT

A. A person commits harassment if, with intent to harass, annoy or alarm another person, he or she:

4. Initiates communication with a person, anonymously or otherwise, by telephone, telephone network, data network, text message, instant message, computer, computer network or computer system in a manner intended to harass or threaten bodily injury or property damage, or makes any comment, request, suggestion, or proposal by telephone, computer, computer network, or computer system that is obscene;

C. Any act prohibited by subsection A.4 of this section may be deemed to have occurred or to have been committed at the place at which the telephone call, electronic mail, or other electronic communication was either made or received.

Section 2. Severance Clause. If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 3. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 4. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS ____ DAY OF _____, 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

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

SUBJECT: **ORDINANCES**
ORDINANCE 09-2015; AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, REVISING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 9, "OFFENSES RELATED TO ALCOHOL," SECTION 6-9-3 "UNDERAGE POSSESSION, CONSUMPTION OR SALE OF ALCOHOL," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE; AND REVISING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 10, "MISCELLANEOUS OFFENSES," SECTION 6-10-3 "POSSESSION OF MARIJUANA," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE, AND SETTING FORTH DETAILS IN RELATION THERETO.

DEPARTMENT: Legislative
PRESENTER: Town Prosecutor, Kristin N. Brown

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

STAFF RECOMMENDATION: **Approval of Ordinance 09-2015**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

House Bill 14-129 modified several provisions of Title 18, C.R.S. related to illegal possession of alcohol by an underage person (under 21 years of age) and illegal possession of marijuana by an underage person, to create an affirmative defense to such crimes. The affirmative defense exempts an underage person from criminal liability if the person reports to authorities that another underage person is in need of medical assistance due to alcohol or marijuana consumption. The intent behind the legislation is to encourage underage persons to call for medical help when necessary without the fear of criminal charges. The ordinance incorporates the affirmative defense into the municipal code provisions.

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 09-2015

ORDINANCE NO. 09- 2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, REVISING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 9, "OFFENSES RELATED TO ALCOHOL," SECTION 6-9-3 "UNDERAGE POSSESSION, CONSUMPTION OR SALE OF ALCOHOL," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE; AND REVISING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 10, "MISCELLANEOUS OFFENSES," SECTION 6-10-3 "POSSESSION OF MARIJUANA," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE, AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, House Bill 14-129 modified various provisions of C.R.S., Title 18, Article 13, related to illegal possession or consumption of alcohol and marijuana by an underage person, and Article 18, related to possession of marijuana; and

WHEREAS, the Board of Trustees of the Town of Erie deems it appropriate and necessary to revise Erie Municipal Code provisions related to underage possession, consumption or sale of alcohol and underage possession or consumption of marijuana, consistent with the recent statutory changes; and

WHEREAS, the Board of Trustees of the Town of Erie determines that such enactment is necessary for the preservation of the public health, safety, and welfare.

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

Section 1. Title 6, "Police and Traffic Regulations," Article 9, "Offenses Related to Alcohol," Section 6-9-3, of the Municipal Code of the Town of Erie, entitled "Underage Possession, Consumption or Sale of Alcohol," is hereby revised to read as follows:

6-9-3: UNDERAGE POSSESSION, CONSUMPTION OR SALE OF ALCOHOL:

- A. Prohibitions Enumerated: It is unlawful for any person:
 - 1. – 4. (remain unchanged)
 - 5. Illegal possession or consumption of alcohol beverage by an underage person is a strict liability offense.
- B. (remain unchanged)
- C. (remain unchanged)
- D. (remain unchanged)

E. An underage person shall be immune from criminal prosecution under this Section if he or she establishes the following:

1. The underage person called 911 and reported in good faith that another underage person was in need of medical assistance due to alcohol consumption;
2. The underage person who called 911 provided his or her name to the 911 operator;
3. The underage person was the first person to make the 911 report;
4. The underage person who made the 911 call remained on the scene with the underage person in need of medical assistance until assistance arrived and cooperated with medical assistance or law enforcement personnel on scene.

Section 2. Title 6, "Police and Traffic Regulations," Article 9, "Miscellaneous Offenses," Section 6-10-3, of the Municipal Code of the Town of Erie, entitled "Possession of Marijuana," is hereby revised with the addition of subsections "I" and "J" to read as follows:

6-10-3: POSSESSION OF MARIJUANA:

I. Illegal possession or consumption of marijuana by a person under the age of twenty one (21) years of age is a strict liability offense.

J. An underage person shall be immune from criminal prosecution under this Section if he or she establishes the following:

1. The underage person called 911 and reported in good faith that another underage person was in need of medical assistance due to marijuana consumption;
2. The underage person who called 911 provided his or her name to the 911 operator;
3. The underage person was the first person to make the 911 report;
4. The underage person who made the 911 call remained on the scene with the underage person in need of medical assistance until assistance arrived and cooperated with medical assistance or law enforcement personnel on scene.

Section 3. Severance Clause. If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 4. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

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

INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS ____ 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

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

SUBJECT: **ORDINANCES**
ORDINANCE 10-2015; AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, REVISING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 6, "OFFENSES INVOLVING PROPERTY," SECTION 6-6-4 "DAMAGE TO PROPERTY," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE; AND REVISING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 10, "OFFENSES INVOLVING PROPERTY," SECTION 6-6-2 "FRAUD BY CHECK," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE, AND SETTING FORTH DETAILS IN RELATION THERETO.

DEPARTMENT: Legislative
PRESENTER: Town Prosecutor, Kristin N. Brown

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

STAFF RECOMMENDATION: Approval of Ordinance 10-2015

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

House Bill 14-1266 enacted changes to the statutory provisions related to the crimes of damage to property and fraud by check. The ordinance amends Erie Municipal Code 6-6-4, Damage to Property, to increase the value of the aggregate damage to \$750. The ordinance also amends Erie Municipal Code 6-6-2, Fraud by Check, to increase the value of the fraudulent check to \$750. The changes are consistent with the revised statutory provisions.

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 10-2015

ORDINANCE NO. 10-2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, REVISING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 6, "OFFENSES INVOLVING PROPERTY," SECTION 6-6-4 "DAMAGE TO PROPERTY," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE; AND REVISING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 10, "OFFENSES INVOLVING PROPERTY," SECTION 6-6-2 "FRAUD BY CHECK," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE, AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, House Bill 14-1266 modified various provisions of C.R.S., Title 18, Article 4, related to offenses against property, and Article 5, related to offenses involving fraud; and

WHEREAS, the Board of Trustees of the Town of Erie deems it appropriate and necessary to revise Erie Municipal Code related to these provisions, consistent with the recent statutory changes; and

WHEREAS, the Board of Trustees of the Town of Erie determines that such enactment is necessary for the preservation of the public health, safety, and welfare.

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

Section 1. Title 6, "Police and Traffic Regulations," Article 6, "Offenses Involving Property," Section 6-6-4.A., of the Municipal Code of the Town of Erie, entitled "Criminal Mischief," is hereby revised to read as follows:

6-6-4: DAMAGE TO PROPERTY:

A. Criminal Mischief: It shall be unlawful for any person to knowingly damage the real or personal property of one or more persons, including property owned by the person jointly with another person or property owned by the person in which another person has possessory or proprietary interest, in the course of a single criminal episode, where the aggregate damage to the real or personal property is less than seven hundred and fifty dollars (\$750.00).

Section 2. Title 6, "Police and Traffic Regulations," Article 6, "Offenses Involving Property," Section 6-6-2.B., of the Municipal Code of the Town of Erie, entitled "Fraud by Check," is hereby revised to read as follows:

6-6-2: FRAUD BY CHECK:

B. Fraud by Check Prohibited: It shall be unlawful for any person, knowing he or she has insufficient funds with the drawee, who, with intent to defraud, issue a check for payment of services, wages, salary, commissions, labor, rent, money, property or other thing of value, where the fraudulent check issued is less than seven hundred and fifty dollars (\$750.00).

Section 3. Severance Clause. If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 4. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

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

INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS ____ 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

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

SUBJECT: **ORDINANCES**
ORDINANCE 11-2015: AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, REPEALING AND RE-ENACTING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 3, "OFFENSES INVOLVING WEAPONS," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE AND, SETTING FORTH DETAILS IN RELATION THERETO.

DEPARTMENT: Legislative
PRESENTER: **Town Prosecutor, Kristin N. Brown**

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

STAFF **Approval of Ordinance 11-2015**
RECOMMENDATION:

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The proposed ordinance revises Title 6, Chapter 3 related to weapons violations. A definitions section has been added. The section addressing prohibited use of weapons has been streamlined and now addresses discharge of such items as pellet guns and airsoft guns. The provisions related to the carrying of a concealed weapon have not been amended, and are consistent with the relevant statutory provisions.

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 11-2015

ORDINANCE NO. 11-2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, REPEALING AND RE-ENACTING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 3, "OFFENSES INVOLVING WEAPONS," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to amend the Town of Erie Municipal Code as set forth herein below, and that such an amendment is necessary to the preservation of the public property, health, safety, and welfare of the Town.

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

Section 1. Title 6, "Police and Traffic Regulations," Chapter 1, "Definitions," Section 6-1-1 of the Municipal Code of the Town of Erie is hereby revised to read as follows:

6-1-1: DEFINITIONS

As used in this Chapter, the following definitions shall apply:

Firearm means any handgun, automatic, revolver, pistol, rifle, shotgun or other instrument or device capable or intended to be capable of discharging bullets, cartridges or other explosive charges, but does not include a BB gun or an air-soft gun.

Gas or mechanically operated gun means an air, gas, or spring operated gun or blow gun that discharges pellets, BB shots, arrows, or darts, including, without limitation, BB guns, spring guns, and similarly operated guns or weapons.

Knife means any dagger, dirk, knife or stiletto with a blade over three and one-half (3 ½) inches in length, or any other dangerous instrument capable of inflicting cutting, stabbing or tearing wounds, but does not include a hunting or fishing knife carried for sports use. The issue that a knife is a hunting or fishing knife must be raised as an affirmative defense.

[Note: the remaining definitions set forth at Sec. 6-1-1 shall remain as originally enacted.]

Section 2. Title 6, "Police and Traffic Regulations," Chapter 3, "Offenses Involving Weapons," of the Municipal Code of the Town of Erie is hereby repealed in its entirety and re-enacted with a new Chapter 3, to read as follows:

**CHAPTER 3
OFFENSES INVOLVING WEAPONS**

6-3-1: DEFINITIONS

6-3-2: PEACE OFFICER AFFIRMATIVE DEFENSE

6-3-3: CARRYING A CONCEALED WEAPON

6-3-4: PROHIBITED USE OF WEAPONS

6-3-5: SEIZURE AND FORFEITURE OF FIREARMS

6-3-1: DEFINITIONS

As used in this Chapter, the following definitions shall apply:

Ballistic knife means any knife that has a blade which is forcefully projected from the handle by means of a spring loaded device or explosive charge.

Blackjack includes any billy, sand club, sandbag or other hand-operated striking weapon consisting, at the striking end, of an encased piece of lead or other heavy substance and, at the handle end, a strap or springy shaft which increases the force of impact.

Firearm means any handgun, automatic, revolver, pistol, rifle, shotgun or other instrument or device capable or intended to be capable of discharging bullets, cartridges or other explosive charges, but does not include a BB gun or an air-soft gun.

Gas or mechanically operated gun means an air, gas, or spring operated gun or blow gun that discharges pellets, BB shots, arrows, or darts, including, without limitation, BB guns, spring guns, and similarly operated guns or weapons.

Handgun means a pistol, revolver or other firearm of any description, loaded or unloaded, from which any shot, bullet or other missile can be discharged, the length of the barrel of which, not including any revolving, detachable, or magazine breech, does not exceed twelve (12) inches.

Knife means any dagger, dirk, knife or stiletto with a blade over three and one-half (3 ½) inches in length, or any other dangerous instrument capable of inflicting cutting, stabbing or tearing wounds, but does not include a hunting or fishing knife carried for sports use. The issue that a knife is a hunting or fishing knife must be raised as an affirmative defense.

Nunchaku means an instrument consisting of two (2) sticks, clubs, bars or rods to be used as handles, connected by a rope, cord, wire or chain, which is in the design of a weapon used in connection with the practice of a system of self-defense.

Throwing star means a disk having sharp radiating points or any disk-shaped bladed object which is hand-held, and thrown and which is in the design of a weapon used in connection with the practice of a system of self-defense.

6-3-2: PEACE OFFICER AFFIRMATIVE DEFENSE.

It shall be an affirmative defense to any provision of this Chapter that the act was committed by a peace officer in the lawful discharge of his or her duties.

6-3-3: CARRYING A CONCEALED WEAPON.

A. It is unlawful for any person to knowingly:

1. Carry a knife concealed on or about his or her person; or
2. Carry a firearm concealed on or about his or her person.

B. It shall be an affirmative defense if the defendant was:

1. A person in his or her own dwelling or place of business or on property owned or under his or her control at the time of the act of carrying; or
2. A person in a private automobile or other private means of conveyance who carries a weapon for lawful protection of such person's or another's person or property while traveling; or
3. A person who, at the time of carrying a concealed weapon, held a valid written permit to carry a concealed weapon issued pursuant to C.R.S. 18-12-105.1, as it existed prior to its repeal, or, if the weapon involved a handgun, held a valid permit to carry a concealed handgun or a temporary emergency permit issued pursuant to the provisions of Title 18, Article 12, Part 2, C.R.S., as amended; except that it shall be an offense under this section if the person was carrying a concealed handgun in violation of C.R.S. 18-12-214, as amended;
4. A peace officer, as defined at C.R.S. 16-2.5-101, as amended, when carrying a weapon in conformance with the policy of the employing agency as provided at C.R.S. 16-2.5-101(2), as amended;
5. A United States probation officer or United States probation pretrial services officer while on duty and serving in the state of Colorado under the authority of rules and regulations promulgated by the judicial conference of the United States.

6-3-4: PROHIBITED USE OF WEAPONS.

A. It is unlawful to:

1. Knowingly and unlawfully aim or point a firearm at or in the direction of another person; or
2. Knowingly or recklessly display or flourish a firearm in a manner calculated to alarm another person; or
3. Knowingly, recklessly or with criminal negligence discharge a firearm within the jurisdictional limits of the Town; or

4. Knowingly, recklessly or with criminal negligence discharge any gas or mechanically operated gun on any public property within the jurisdictional limits of the Town; or
5. Recklessly or with criminal negligence discharge any gas or mechanically operated gun on private property within the jurisdictional limits of the Town;
6. Knowingly or recklessly set a loaded gun, trap or device designed to cause an explosion upon being tripped or approached, and leave it unattended by a competent person immediately present;
7. Have in one's possession a firearm while the person is under the influence of intoxicating liquor or of a controlled substance, as defined at C.R.S. 18-18-102(5), as amended. Possession of a permit issued under C.R.S. 18-12-105.1, as it existed prior to its repeal, or possession of a permit or a temporary permit issued pursuant to the provisions of Title 18, Article 12, Part 2, C.R.S., as amended, is no defense to a violation of this section; or
8. Knowingly aim, swing or throw a throwing star or nunchaku as defined in this Chapter at another person, or knowingly possess a throwing star or nunchaku in a public place except for the purpose of presenting an authorized public demonstration or exhibition. When transporting throwing stars or nunchaku for a public demonstration or exhibition, they shall be transported in a closed, nonaccessible container.

B. This section is declared to be a criminal violation. Upon conviction, the penalties set forth at Section 1-4-4.B shall apply.

6-3-5: SEIZURE AND FORFEITURE OF FIREARMS.

A. Any police officer, for probable cause for a violation of this Chapter, may, in addition to taking any other appropriate action, seize the weapon or item(s) used in the course of a criminal episode. Any weapon or item(s) seized shall be secured by the police officer in accordance with the applicable police policy.

B. Upon motion of the prosecuting attorney after the conviction of a defendant, the court may order the forfeiture of any firearms or other weapons which were used by the defendant during the course of the criminal episode which gave rise to said conviction as an element of sentencing or as a condition of probation or a deferred sentence. Firearms forfeited under this section shall be disposed of pursuant to C.R.S. 16-13-311, as amended.

Section 3. Severance Clause. If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees of the Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 4. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

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

INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS ____ 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

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

SUBJECT: AIRPORT MASTER PLAN
 GENERAL BUSINESS

DEPARTMENT: Public Works
 Gary Behlen, Director of Public Works
PRESENTER: Russell Pennington, Deputy Director of Public Works
 Jason Hurd, Airport Manager
 Steve Marshall, Airport Development Group

FISCAL INFORMATION:	Cost as Recommended:	\$ 0								
	Balance Available:	\$ 0								
	Budget Line Item									
	Number:	000	.	00	.	000	.	000000	.	000000
	New Appropriation Required:			<input type="checkbox"/> Yes			<input checked="" type="checkbox"/> No			

STAFF RECOMMENDATION: Board of Trustee To Provide Policy and Direction To The Consultant To Complete The Airport Master Plan.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

An Airport Master Plan is a comprehensive study of an airport that describes the short-, medium-, and long-term development plans needed to meet future aviation demand. The Federal Aviation Administration (FAA) requires the Town of Erie to maintain an up-to-date Airport Master Plan (Plan) to remain eligible for federal grant funds. The current plan was developed in 2002. The FAA and the Colorado Department of Transportation (CDOT) determined that an update to the plan would be beneficial given current activity and economic conditions.

An airport master plan guides the physical growth of the airport to coordinate with the future demand for services, available funding and environmental considerations. The airport master plan uses text and drawings to explain plans for future development both on and around the airport.

The goal of a master plan is to provide the framework needed to guide future airport development that will cost-effectively satisfy aviation demand, while considering potential environmental and socioeconomic impacts. The guiding principle of the airport master planning process is the development of a safe and efficient airport that is responsive to area-wide comprehensive transportation planning.

The Erie Municipal Airport (EIK) Master Plan study has been underway for some time now. The Town of Erie was provided grants from both the FAA and CDOT to complete the master plan. Airport Development Group (ADG) was hired to help the Town in the development of the plan. An introductory meeting for the general public was held in November, 2012. Working Paper No. 1 and 2 have been presented to this Board of Trustees.

Working Paper No. 1 includes an introduction, airport inventory, and Forecast of Aviation

Demand. Working Paper No. 1 has been submitted to and has been approved by the FAA.

Working Paper No. 2 was introduced to the Board in January, 2015. Working Paper No. 2 included Facility Requirements and Alternatives Analysis.

On April 2, 2015, an Open House was held for the general public. A paper survey was handed to each open house attendee with a request to fill out and leave behind prior to leaving.

Tonight, Steve Marshall with ADG, will give an update on the Public Open House, give a brief overview of the alternatives listed in Working Paper No. 2, and then will solicit preferred alternatives or development from the Board of Trustees.

The Draft Master Plan then will be created based upon the Trustee's preferred development scheme. A meeting will be planned in the next few months to present the Draft Plan to the Board of Trustees. The Final Master Plan document is planned to be completed by the end of the summer. This is a very aggressive schedule for completion but the FAA has requested that the Master Plan be completed and adopted as quickly as possible due to funding for the project.

Staff Review:

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

Approved by:



AJ Krieger
Town Administrator

ATTACHMENTS:

a. None

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

SUBJECT: STAFF REPORT: Monthly Communications Report – March 2015
DEPARTMENT: Administration
PRESENTER: Fred Diehl, Assistant to the Town Administrator

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

STAFF RECOMMENDATION: NA

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

COMMUNICATIONS CALENDAR: Attached is the monthly Communications Calendar for March 2015 which provides statistical information on the release and reach of Town of Erie News & Announcements, including the following details:

- 23 Unique Announcements Released via “Notify Me”
 - 4,835 “Notify Me” Subscribers
- 10 Unique Calendar Notifications Released
 - 531 Calendar Subscribers

FACEBOOK INSIGHTS

- 16 Unique posts
- Reach of Facebook posts ranged from 345 (Erie Community Center Shamrock Promotion) to over 3,900 (Garden in a Box Program).

TWITTER ANALYTICS

- 23 Unique Tweets
- 5,600 impressions over 31 days

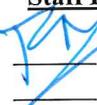
WEBSITE: The attached monthly Website Overview Report includes visitor statistics for www.erieco.gov including the following information:

- Total Page Visits by Month/Year: 44,512/142,009
- Total Unique Visits by Month/Year: 36,044/100,507

ERIE GOVERNMENT TELEVISION STREAMING VIDEO:

- Total Page Views: 925
 - Total Visits: 244
-

Staff Review:

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

Approved by:

A.J. Krieger
Town Administrator



ATTACHMENTS:

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

Communication Calendar - March 2015

NEWS & ANNOUNCEMENTS		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		1,260		1,711	975
3/1: March/April Erie Edition Now Available!		X	X	X	X
3/3: Board of Trustees Special Meeting Viewing Options		X	X	X	X
3/3: Garden In a Box Program Now Available!		X	X	X	X
3/10: Solidification Facility Application Scheduled for April 15th Planning Commission Meeting		X	X	X	X
3/11: Erie Board of Trustees Action Items - March 10, 2015		X	X	X	X
3/12: Arrest Warrant Issued for Suspect in Illegal Marijuana Cultivation Operation in Arapahoe Ridge		X	X	X	X
3/13: Irrigation Repair on Briggs Street in Historic Downtown Erie		X	X	X	X
3/18: Noble Energy Activity Notice				X	
3/23: Erie Community Center Pass Promotion - Shamrock Shenanigans				X	
3/24: The Town of Erie is Hiring				X	X
3/25: Erie Board of Trustees Action Items - March 24, 2015		X	X	X	X
3/27: Town of Erie 2015 Citizen Survey		X	X	X	X
3/28: Town of Erie To Host 10th Annual Spring Clean-Up		X	X	X	X
3/31: Letter from Mayor Harris: Erie Police Station & Municipal Court Building Update		X	X	X	X

ECONOMIC DEVELOPMENT ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		778		1,711	975
5/11: SBA Seeks 15 Small Business Owners for Innovative Program		X	X		X
5/13: Find the Workshops and Webinars that are Right for Your Business		X	X	X	X

PUBLIC WORKS ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		672		1,711	975
3/2: Arapahoe Road Storm Sewer Crossing		X	X		X
3/26: 2014 Department of Public Works Annual Report		X	X	X	X
3/27: Channel, Irrigation Ditch & Water Quality Pond Restoration		X	X		X

POLICE ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		979		1,711	975
3/12: Arrest Warrant Issued for Suspect in Illegal Marijuana Cultivation Operation in Arapahoe Ridge		X	X	X	X

PARKS & RECREATION ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		1,146		1,711	975
3/9: Camp Erie: Summer Registration Now Open!		X	X	X	X
3/17: Reliance Park Parking Lot Repair & Closure		X	X		X
3/26: Coal Creek Trailhead Parking Lot Improvement & Closure		X	X		X

TOWN OF ERIE CALENDAR NOTIFICATION		Notify Me Message	Notification Posted on Website		
Reach via Subscribers & Visitors:		522			
3/1: Planning Commission Meeting on 3/4		X	X		
3/2: Board of Trustees Special Meeting on 3/3		X	X		
3/6: OSTAB Meeting on 3/9		X	X		
3/7: Board of Trustees Meeting on 3/10		X	X		
3/8: Tree Board Meeting on 3/11		X	X		
3/14: Board of Trustees Meeting on 3/17		X	X		
3/15: Planning Commission Meeting Cancelled on 3/18		X	X		
3/20: Historic Preservation Advisory Board Meeting on 3/23		X	X		
3/21: Board of Trustees Meeting on 3/24		X	X		
3/29: Planning Commission Meeting on 4/1		X	X		

ENGAGE ERIE TOPICS		Engage Erie Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Participants & Visitors:				1,711	975

YOUTUBE CHANNEL		Views Via YouTube	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:				1,711	975

UTILITY BILL INSERTS		Mailed Bills	Emailed Bills		
Total:		6,705	793		
March/April Erie Edition		X	X		

March 2015 – Facebook Insights

Town of Erie, Colorado – Government Page

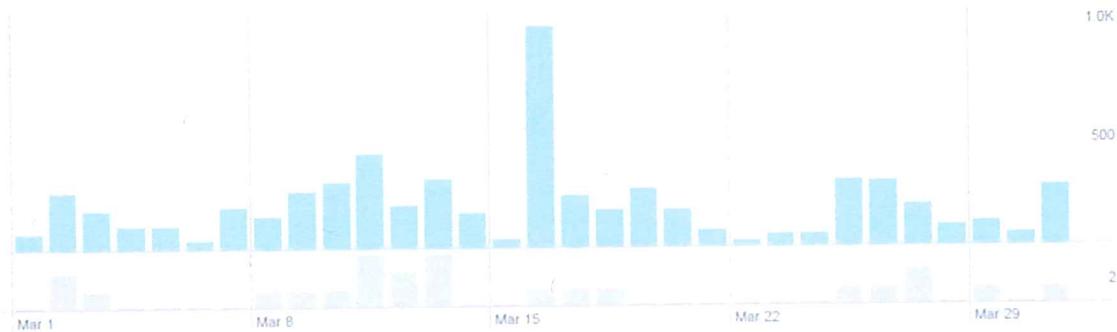
Reach: Organic / Paid
Post Clicks
Likes, Comments & Shares

Published	Post	Type	Targeting	Reach	Engagement	Promote
03/31/2015 7:32 am	 Letter from Mayor Harris. Erie Police Station & Municipal Court Building Update One year ago we			1.1K	234 26	Boost Post
03/28/2015 7:31 am	 TOWN OF ERIE - 10TH ANNUAL SPRING CLEAN-UP SATURDAY, MAY 2, 2015 The Town			1.7K	154 59	Boost Post
03/27/2015 9:19 am	 Town of Erie 2015 Citizen Survey Beginning the first week of April, 3,000 randomly selected Erie			484	25 5	Boost Post
03/26/2015 9:29 am	 The 2014 Department of Public Works Annual Report is now available online! This report			425	11 4	Boost Post
03/25/2015 10:10 am	 Erie Board of Trustees Action Items – March 24, 2015 In this Issue: Board Designates Town Hall a			1.1K	194 25	Boost Post
03/24/2015 11:33 am	 The Town of Erie is hiring! www.erieco.gov/jobs			2K	109 40	Boost Post
03/23/2015 1:27 pm	 Today is the last day for Shamrock Shenanigans at the Erie Community Center! Stop by the ECC to			345	0 6	Boost Post
03/18/2015 12:03 pm	 Beginning no sooner than March 24, 2015, Noble Energy will be performing regular maintenance on			751	118 4	Boost Post
03/13/2015 11:04 am	 The Town of Erie has a new online list of workshops and webinars that target area			684	21 9	Boost Post
03/12/2015 4:59 pm	 Arrest Warrant Issued for Suspect in Illegal Marijuana Cultivation Operation in Arapahoe			1K	192 3	Boost Post
03/11/2015 9:21 am	 Erie Board of Trustees Action Items – March 10, 2015 In this Issue: Board Approves Nelson-Kuhl			486	37 2	Boost Post
03/10/2015 12:30 pm	 Solidificaton Facility Application Scheduled for April 15th Planning Commission Meeting On			396	27 1	Boost Post
03/09/2015 10:54 am	 Camp Erie: Summer Registration Now Open! Looking for fun activities for your children ages 5-			671	39 15	Boost Post
03/08/2015 9:27 am	 The Town of Erie is excited to announce our partnership with the Center for ReSource			3.9K	443 89	Boost Post
03/03/2015 10:49 am	 Board of Trustees Special Meeting Viewing Options During tonight's meeting the Board will be			493	31 3	Boost Post
03/01/2015 9:04 am	 March/April Erie Edition Now Available! In this issue: Historic Downtown Erie Public Art, Letter			579	38 4	Boost Post

March 2015 – Twitter Analytics

@eriecolorado

Your Tweets earned 5.6K impressions over this 31 day period



Tweets	Tweets and replies	Promoted	Impressions	Engagements	Engagement rate
	Erie Colorado @eriecolorado · Mar 31		193	8	4.1%
	Letter from Mayor Harris: Erie Police Station & Municipal Court Building Update: Delivering on Our Promise to You tinyurl.com/oe6k5wh				
	View Tweet details				
	Erie Colorado @eriecolorado · Mar 29		183	11	6.0%
	There's a topic closing in 24 hours! engage.erieco.gov/rumor-mill-ans...				
	View Tweet details				
	Erie Colorado @eriecolorado · Mar 27		208	5	2.4%
	Town of Erie 2015 Citizen Survey: Feedback Sought on Quality of Life and Town Services tinyurl.com/nphqr8o				
	View Tweet details				
	Erie Colorado @eriecolorado · Mar 27		161	2	1.2%
	Town of Erie 2015 Citizen Survey: Feedback Sought on Quality of Life and Town Services tinyurl.com/p4rlen4				
	View Tweet details				
	Erie Colorado @eriecolorado · Mar 26		190	2	1.1%
	2014 Department of Public Works Annual Report: This report highlights the key accomplishments of 2014 and a pr... tinyurl.com/q9o25nt				
	View Tweet details				
	Erie Colorado @eriecolorado · Mar 25		187	1	0.5%
	Erie Board of Trustees Action Items – March 24, 2015: In This Issue: Board Designates Town Hall a Historic Lan... tinyurl.com/opqr3jq				
	View Tweet details				

	Erie Colorado @enecolorado · Mar 18 Noble Energy Activity Notice: Beginning no sooner than March 24, 2015, Noble Energy will be performing regular... tinyurl.com/ory3hdy View Tweet details	232	6	2.6%
	Erie Colorado @enecolorado · Mar 17 Reliance Park Parking Lot Repair & Closure: Beginning on Wednesday, March 18 through Friday, March 20 and again... tinyurl.com/ln7hmk7 View Tweet details	232	1	0.4%
	Erie Colorado @enecolorado · Mar 16 Board of Trustees Special Meeting: Event date: March 17, 2015 Event Time: 06:00 PM - 09:00 PM Location: 645 Hol... bit.ly/1AxFsP6 View Tweet details	220	1	0.5%
	Erie Colorado @enecolorado · Mar 13 Irrigation Repair on Briggs Street in Historic Downtown Erie: Beginning Monday, March 16 through Tuesday, Marc... tinyurl.com/m8ssjfu View Tweet details	221	0	0.0%
	Erie Colorado @enecolorado · Mar 13 Find the Workshops and Webinars that are Right for Your Business: The Town of Erie has a new online list of wo... tinyurl.com/oc2kkeq View Tweet details	187	0	0.0%
	Erie Colorado @enecolorado · Mar 13 Find the Workshops and Webinars that are Right for Your Business: The Town of Erie has a new online list of wo... tinyurl.com/n37toam View Tweet details	196	3	1.5%
	Erie Colorado @enecolorado · Mar 12 Arrest Warrant Issued for Suspect in Illegal Marijuana Cultivation Operation: The Town of Erie Police Departme... tinyurl.com/prv56e9 View Tweet details	222	3	1.4%
	Erie Colorado @enecolorado · Mar 12 Arrest Warrant Issued for Suspect in Illegal Marijuana Cultivation Operation: The Town of Erie Police Departme... tinyurl.com/qader4o View Tweet details	215	7	3.3%
	Erie Colorado @enecolorado · Mar 11 SBA Seeks 15 Small Business Owners for Innovative Program: The U.S. Small Business Administration's (SBA) Colo... tinyurl.com/k5s8hj View Tweet details	235	2	0.9%
	Erie Colorado @enecolorado · Mar 11 Planning Commission Meeting - CANCELLED: Event date: March 18, 2015 Event Time: 06:30 PM - 08:30 PM Location: 6... tinyurl.com/ne6lf9u View Tweet details	218	0	0.0%

	Erie Colorado @enecolorado · Mar 11 Erie Board of Trustees Action Items – March 10, 2015: In This Issue: Board Approves Nelson-Kuhl Annexation & Z... tinyurl.com/l2gubmg View Tweet details	210	2	1.0%
	Erie Colorado @enecolorado · Mar 10 Solidification Facility Application Scheduled for April 15th Planning Commission Meeting: On Tuesday, March 10... tinyurl.com/k9654rf View Tweet details	260	2	0.8%
	Erie Colorado @enecolorado · Mar 9 Camp Erie: Summer Registration Now Open! If you are considering enrolling your child in Camp Erie for the Ful... tinyurl.com/m89uyzu View Tweet details	236	5	2.1%
	Erie Colorado @enecolorado · Mar 8 Garden In a Box Program Now Available! The Garden In A Box offers a simple approach to learn about and plant ... tinyurl.com/pmpw4dt View Tweet details	273	12	4.4%
	Erie Colorado @enecolorado · Mar 3 Board of Trustees Special Meeting Viewing Options: During tonight's meeting the Board will be conducting inter... tinyurl.com/nyadtjn View Tweet details	252	7	2.8%
	Erie Colorado @enecolorado · Mar 2 March/April Erie Edition Now Available! In this issue: Historic Downtown Erie Public Art, Letter from the May... tinyurl.com/pxzq32c View Tweet details	242	4	1.7%
	Erie Colorado @enecolorado · Mar 2 Board of Trustees Special Meeting: Event date: March 3, 2015 Event Time: 06:00 PM - 08:00 PMLocation: 645 Holb... tinyurl.com/ohoqxvs View Tweet details	233	0	0.0%

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

Total Unique Visits	For the Month: 36,044	Year to Date: 100,507
Total Page Visits	For the Month: 44,512	Year to Date: 142,009

Top 25 Web Pages Visited	# of Visits	Rank
Home Page	16,893	#1
Erie Community Center	3,245	#2
Utility Billing	1,622	#3
Parks and Recreation	693	#4
2015 Town of Erie Special Events	684	#5
Construction Projects	676	#6
Residential & Commercial Construction Map	673	#7
Recreation Activities	660	#8
Police Department	659	#9
Youth Sports	640	#10
Camp Erie	635	#11
Aquatics	519	#12
Classes & Programs	514	#13
Maps	460	#14
Building Division	458	#15
Government	422	#16
Fees & Membership	380	#17
Departments	349	#18
Facility Information	326	#19
Group Fitness Classes & Schedule	318	#20
Building Information & Applications	290	#21
Adult Sports	287	#22
Adult Classes & Programs	277	#23
Resident	275	#24
Board of Trustees	274	#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](#)

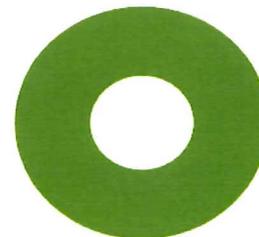
ALL MEDIA

Filter by title

Media Title	Type	Total Views
Erie Channel 8 Live Feed	Encoder	84
Board of Trustees Special Meeting - Mar 3rd, 2015	Archive	41
Board of Trustees - Mar 24th, 2015	Archive	28
Board of Trustees - Mar 10th, 2015	Archive	22
Board of Trustees Special Meeting - Mar 17th, 2015	Archive	10
Board of Trustees Public Meeting, Study Session & Special Meeting - Jan 20th, 2015	Archive	9
Board of Trustees - Feb 24th, 2015	Archive	8
Board of Trustees - Jan 28th, 2014	Archive	8
Board of Trustees - Mar 24th, 2015	Live event	8
Board of Trustees Study Session - Feb 17th, 2015	Archive	7

293

Total Media Stream Views



■ **293** External Views
 ■ **0** Internal Views

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

SUBJECT: **STAFF REPORT**
10th Annual Spring Clean Up

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Kris McDaniel, Public Works Coordinator

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: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Town of Erie to Host 10th Annual Spring Clean-Up
SATURDAY, MAY 2, 2015

ERIE, CO – The Town of Erie Parks and Public Works Departments are partnering with a variety of vendors including Front Range Landfill, Goodwill Industries of Denver, Shred-It, and other vendors during the 10th Annual Town of Erie Spring Clean-Up.

Great Ways to Get Rid of Unwanted Items

Drop Off Unwanted Items and Yard Waste at Front Range Landfill: The Front Range Landfill, located at **1830 Weld County Road 5** in Erie, will accept large household items and yard waste. Hours of operation will be from **7:00 am to 2:00 pm**. Residents may dispose of any large household items as well as tree limbs or other yard waste **FREE OF CHARGE**. Residents must show either a Town of Erie water bill or driver's license with an Erie address as proof of residency. Reminder, as of July 1, 2013, electronic disposal is no longer allowed through trash and landfill services. Please note the following:

- All loads must be covered
- All load's must be level with bed of the Truck and/or Trailer
- Construction materials such as roofing shingles, concrete, and framing materials could be subject to charges
- Items that will not be accepted include hazardous materials such as refrigerators, car batteries, tires, and paint.

Donate Used Home Supplies Goodwill: Goodwill will have a collection center set up at the Leon A. Wurl Service Center (Service Center) located at **150 Bonnell Avenue** from **8:00 am to 2:00 pm**. All donations must be clean and in working order. General guidelines for donations are:

Goodwill accepts:

Gently used or new clothing	Home electronics	Small appliances
Books	Shoes	Sports equipment
Toys	Housewares	Linens
Jewelry	Computer electronics	

Goodwill does not accept:

Large appliances	Mattresses	Large rolls of carpet
Windows or doors	Water heaters	Construction material
Car batteries	Paint & chemicals	Box springs
Pressurized containers	Tires	Swing or slide sets
Skis	Propane tanks	TV's

Metal-Type Non-Working Items: The Town of Erie's Public Works Department will also have a disposal of metal-type non-working items at the Service Center, located at **150 Bonnell Avenue**, from **8:00 am to 2:00 pm**. Items accepted include:

Washers/dryers	Refrigerators/freezers	AC units
Stoves	Hot Water Heaters	Small Appliances
Lawn Mowers / Bikes	Vacuum Cleaners	Misc Computer Parts
Car Parts	Batteries	BBQs
Engine Blocks	Transmissions	Screen Doors
Window Frames		

Document Shredding: The Town of Erie's Public Works Department is collaborating with Shred It to provide free document shredding service of outdated files or confidential paperwork at the Service Center located at **150 Bonnell Ave** from **9:00 am to 12:00 pm**.

Hazardous Waste: Residents, can dispose of hazardous waste at the one of two facilities, Hazardous Waste Facility located at 5500 Highway 52, Dacono and Boulder Hazardous Materials Management Facility located at 1901c 63rd Street in Boulder.

For more information and hours of operations: <http://www.erieco.gov/980/Household-Hazardous-Waste>.

Note, this service is not restricted to the Spring Clean Up event times.

Recycling Center: Erie's Recycling Center located at 1000 Briggs Street. This unmanned center is open to the public 24 hours a day, 7 days a week. For more information, visit <http://www.erieco.gov/282/Erie-Recycling-Center>.

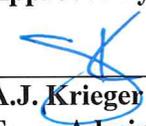
Brush & Limb Drop Off Service: Due to the recent Emerald Ash Borer quarantine within the Town of Erie, the Parks Division will not be accepting tree limbs for this event. **Please take all tree limbs, branches, and yard debris directly to the Front Range Landfill.**

For more information on any of the Town of Erie Spring Clean-Up events, please contact Kris McDaniel at 303-926-2872 or krismc@erieco.gov.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Vicinity map

Town of Erie 10th Annual Spring Clean-Up
Saturday, May 2, 2015
Leon A. Wurl Service Center
150 Bonnell Avenue

Donate Used Home Supplies Goodwill - 8am-2pm
Metal-Type Non-Working Items - 8am-2pm
Document Shredding - 9am-12pm

E COUNTY LINE RD

CARBON CT

BONNELL AVE

JONES CT

KOSS ST

MIRCOS ST

EICHHORN DR

ELSON ST

PETRAS ST

ZODO AVE



Town of Erie 10th Annual Spring Clean-Up
Saturday, May 2, 2015
Front Range Landfill
1830 Weld County Road 5

WELD COUNTY RD 6

WELD COUNTY RD 5

Unwanted Items and Yard Waste Brush & Limb Drop Off Service 7am-2pm



Town of Erie 10th Annual Spring Clean-Up
Saturday, May 2, 2015
Hazardous Waste Facility
5500 Highway 52, Dacono

Weld County Residents
Hazardous Waste Disposal



Town of Erie 10th Annual Spring Clean-Up
Saturday, May 2, 2015
Boulder County Hazardous Materials Management Facility
1901c 63rd Street, Boulder

Boulder County Residents
Hazardous Waste Disposal

63rd Street

Arapahoe Road



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: April 28, 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~ 1.175 million gallons (YTD)
July 2013 had the highest flows, 5.896 million gallons, while February 2012 had the lowest flows, 1.041 million gallons.

Annual Daily average gallons per capita usage:

2012~ 146 gallons per capita 2013~ 132 gallons per capita 2014~ 122 gallons per capita 2015~ 54 gallons per capita (YTD)
July 2013 has the highest usage, 295 gallons per capita, while February 2012 had the lowest usage, 52 gallons per capita.

Water Reclamation Facility:

Annual Daily average flow:

2012~ 1.090 million gallons 2013~ 1.216 million gallons 2014~ 1.297 million gallons 2015~ 1.234 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~ 54 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

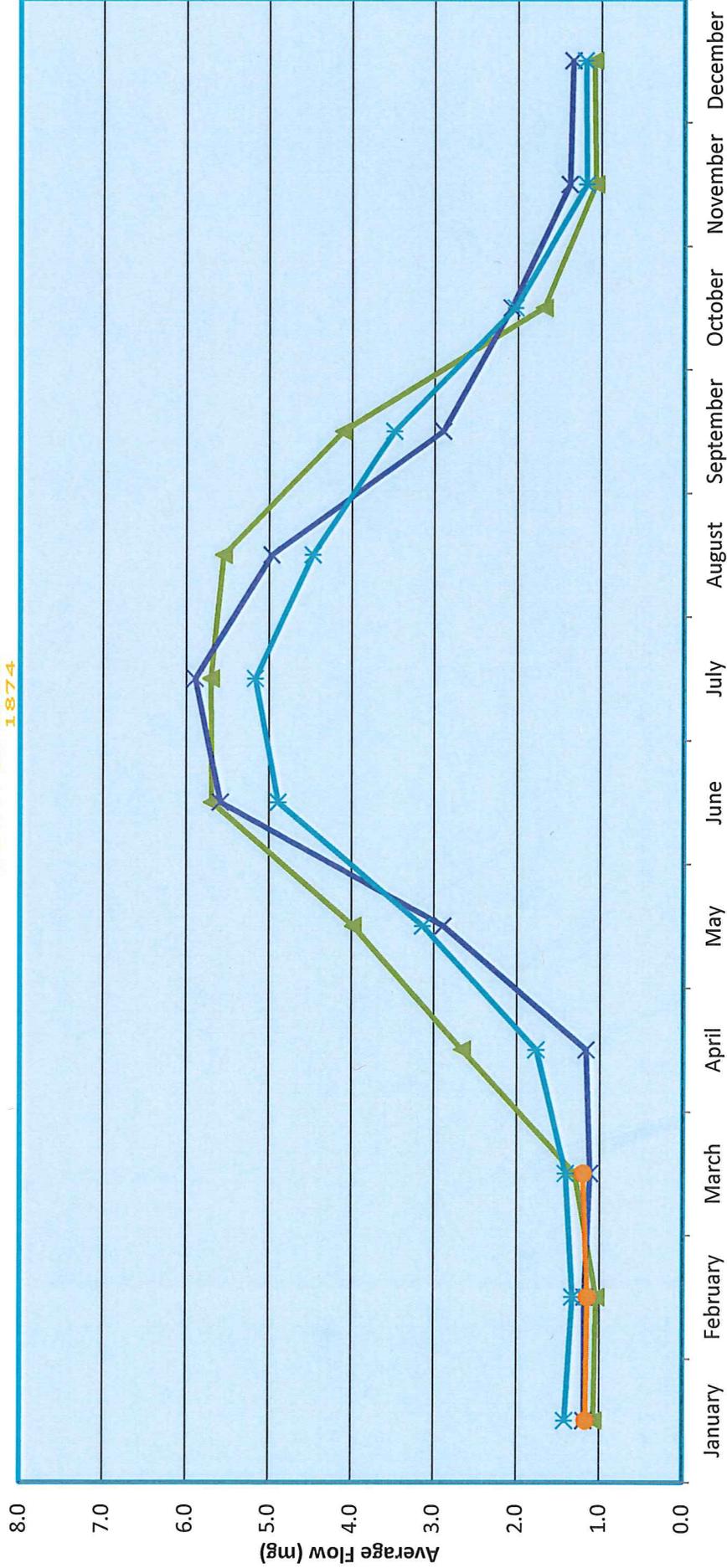
Approved by:


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

ATTACHMENTS:

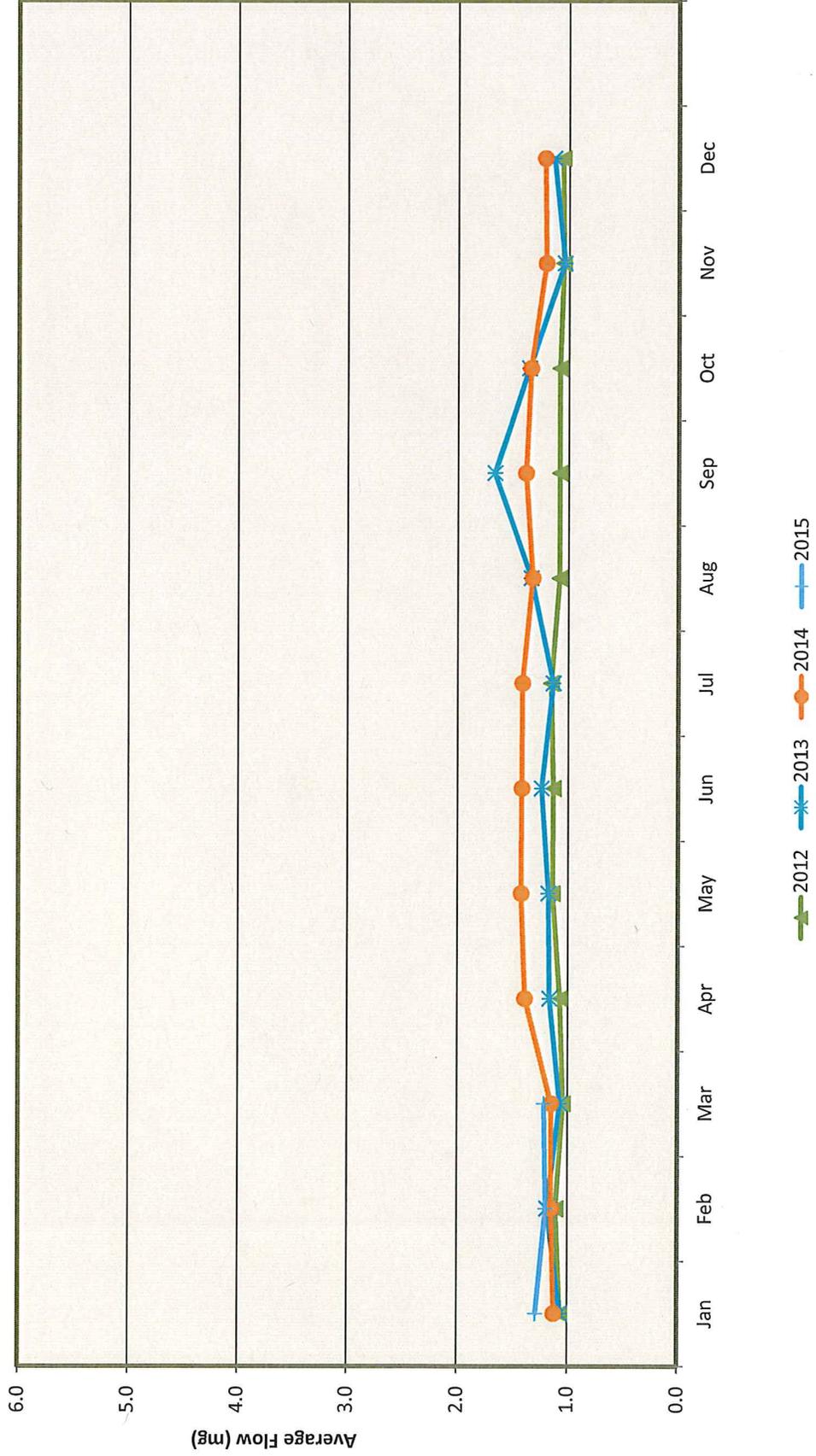
- a. Water Treatment Facility Ave. Production graph
- b. Water Usage per Capita graph
- c. Water Reclamation Facility Ave. Production
- d. Water Reclamation Usage per Capita graph

Water Treatment Facility Average Monthly Production

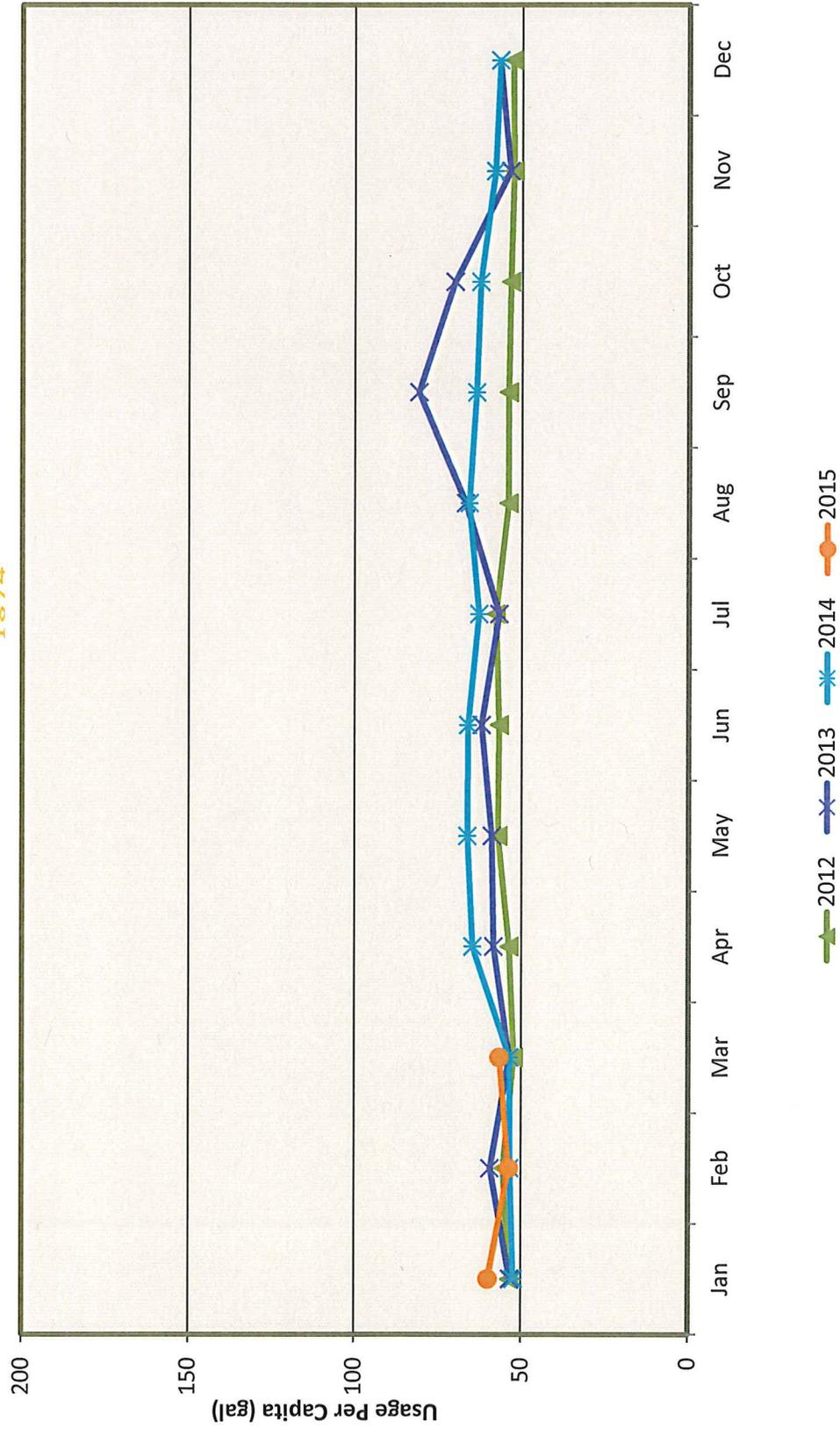


2012 2013 2014 2015

Water Reclamation Facility Average Monthly Flows



Water Reclamation Facility Ave. Daily Usage Per Capita



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

SUBJECT: **STAFF REPORTS**
Urban Drainage and Flood Control District (UDFCD) Maintenance Assistance

DEPARTMENT: Public Works

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

FISCAL INFORMATION:	Cost as Recommended:	\$ 0				
	Balance Available:	\$ 0				
	Budget Line Item Number:	000 . 00 . 000 . 000000 . 000000				
	New Appropriation Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Urban Drainage and Flood Control District (UDFCD) was established by the Colorado legislature in 1969, for the purpose of assisting local governments in the Denver metropolitan area with multi-jurisdictional drainage and flood control problems. The Boulder County portion of Erie is within UDFCD boundaries. The Weld County portion currently is not included.

UDFCD funding comes from a property tax mill levy which funds four programs:

- Master Planning
- Design, Construction and Maintenance
- Floodplain Management
- Information Services and Flood Warning

Since 1981 an annual maintenance work program has been developed within each county based on the funds available and a prioritized list of maintenance requests from each local government. Maintenance work is divided into two types of activities, routine and restoration.

Routine maintenance consists of limited mowing of native vegetation, trash and debris cleanup, trash rack cleaning, control of weeds and noxious vegetation, tree thinning, minor sediment removal, revegetation, and other minor drainageway maintenance activities. Routine maintenance in Erie will begin in May and end in September. The attached map and maintenance schedule identifies the drainage facility locations and frequency for maintenance.

Restoration work involves site specific activities intended to rebuild and reestablish existing drainage facilities which have been neglected or damaged such that structural problems have developed or significant sediment accumulation has deposited. Restoration work is generally performed in the late summer or fall.

The following priorities were considered by UDFCD in determining the 2015 Maintenance Plan:

- First - UDFCD owned facilities.
- Second - Facilities owned by other public entities, but partly financed with District funds.

- Third - Facilities owned by other public entities and constructed by others without District assistance.
- Fourth - Unimproved urban drainageways.
- Fifth - Unimproved rural drainageways

Annually the Town of Erie submits a maintenance request to UDFCD. The estimated cost for the routine service provided by UDFCD in Erie is \$19,550. The estimated cost for restoration services that UDFCD has budgeted in Erie is \$128,000.

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. Routine and Restoration Maintenance description and cost
- b. Vicinity Map
- c. The 2015 UDFCD Routine Maintenance Schedule for Erie is included in the Boulder County schedule and can be found at the following link:
http://udfcd.org/design_const_maint/dcm_mow_debris_sched.htm
- d. The UDFCD Mowing and Debris maps for Erie are included in the Boulder County Maps, which can be found at the following link; http://udfcd.org/design_const_maint/dcm_mow_debris_map.htm

UDFCD Routine Maintenance

Location	Discription	Activity	Cost
MA-13	KENOSHA FARMS POND	MOWING & DEBRIS REMOVAL	\$ 3,000.00
MA-12	DITCH ERIE PARKWAY TO MELLER STREET	MOWING & DEBRIS REMOVAL	\$ 1,000.00
MA-9	DITCH and POND 1045 TO COUNTY LINE ROAD	MOWING & DEBRIS REMOVAL	\$ 1,000.00
MA-10	DITCH MELLER STREET TO TELLEEN DRIVE	MOWING & DEBRIS REMOVAL	\$ 350.00
MA-11	ERIE SW CORNER OF TELLEN AVENUE DITCH - POND 1056	MOWING & DEBRIS REMOVAL	\$ 500.00
MA-1	ERIE U/S OF COUNTY LINE RD, SOUTH OF DITCH - POND 1045 UPRR TO 150 LF U/S OF TELLEN AVE	MOWING & DEBRIS REMOVAL	\$ 3,500.00
MA-8	NORTH OF ERIE PARKWAY DITCH - MELLER STREET AND W. OF MELLER STREET	MOWING & DEBRIS REMOVAL	\$ 800.00
MA-5	DITCH - POND 1044 S. OF ERIE PARKWAY TO AUSTIN AVENUE	MOWING & DEBRIS REMOVAL	\$ 2,100.00
MA-4	DITCH - POND 1043 LANE U/S TO POPE DRIVE SW CORNER OF MEADOW SWEET and 119th	MOWING & DEBRIS REMOVAL	\$ 800.00
MA-3	DITCH - POND 1041 STREET TO MEADOW SWEET LN SW OF ERIE PARKWAY ALONG 119TH	MOWING & DEBRIS REMOVAL	\$ 1,300.00
MA-6	DITCH - POND 1050 SOUTH OF AUSTIN AVENUE W. OF COUNTY LINE ROAD	MOWING & DEBRIS REMOVAL	\$ 2,700.00
MA-2	POND 1025 WEST OF 111TH STREET	MOWING & DEBRIS REMOVAL	\$ 1,000.00
MA-7	POND 1026 NORTH OF ODEL DRIVE	MOWING & DEBRIS REMOVAL	\$ 1,500.00
Total			\$ 19,550.00

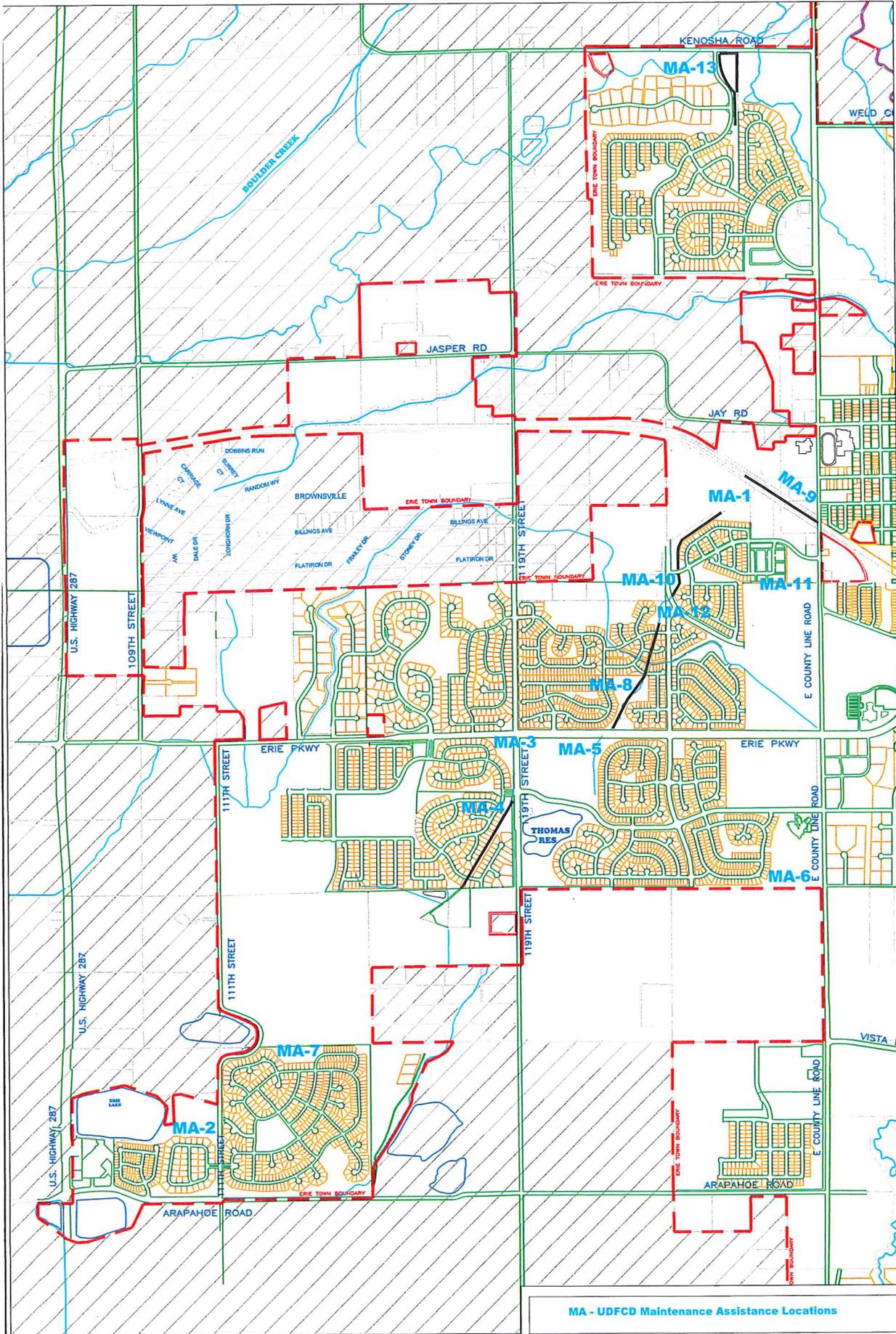
UDFCD Existing Restoration work

Multiple locations	ERIE PONDS, 1041, 1043, 1044, 1045, 1050 and DITCH	SEDIMENT REMOVAL CONST	\$ 60,000.00
Multiple locations	ERIE PONDS 1025, 1026 EAST AND WEST OF 111TH ST.	SEDIMENT REMOVAL CONST	\$ 3,000.00
Total			\$ 63,000.00

UDFCD New Restoration Work

MA-8	DITCH ERIE PARKWAY TO POND 1042 TREE REMOVAL ENG	TREE REMOVAL ENG DITCH CONST	\$ 15,000.00
MA-9	POND 1045 TO COUNTY LINE ROAD	TREE REMOVAL & TRAIL REPAIR	\$ 50,000.00
Total			\$ 65,000.00
Total Restoration			\$ 128,000.00
Total for all work			\$ 147,550.00

URBAN DRAINAGE & FLOOD CONTROL DISTRICT 2015 MAINTENANCE PROGRAM



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

Board Meeting Date: April 28, 2015

SUBJECT: STAFF REPORTS
DRCOG 2016-2021 Erie Parkway Study Awarded

DEPARTMENT: Public Works

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

FISCAL INFORMATION: Cost as Recommended: \$ NA
Balance Available: \$ 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:

DRCOG Approved 2016-2021 TIP

The Erie Parkway Study from State Highway 287 to I-25 was included in the Approved 2016-2021 TIP. The estimated cost of this study is \$200,000. It will receive \$160,000 of federal funding and \$40,000 of local Town funding.

On July 30, 2014, Public Works received an invitation to attend a mandatory training for the Denver Regional Council of Government (DRCOG) Transportation Improvement Program (TIP) Call for Projects to be considered for 2016/2021 funding. The Funding is not a grant, but a reimbursable contract. The Town must incur the expense and submit for reimbursement based on 80% federal funding and 20% local match.

Erie Projects Submitted

The Town was eligible to submit a maximum of eight projects. Public Works Staff submitted eight projects for consideration on September 19, 2014.

DRCOG TIP Process

The project selection for TIP funding consisted of two phases. The first phase is based on the project's scoring, while the second phase is based on other merits of the project. Other merits of the project to be considered might be:

- How does this project benefit the greater region as a whole?
- Does this project address the equity issue by supporting a small community?
- Does the community have matching funds to complete this project?

The Town's projects did not score high enough to be selected during the first phase. On January 7, 2015 the Metro Vision Issues Committee (MVIC), a subcommittee of DRCOG members, met to make recommendations for the second phase. Erie Staff attended this meeting to pitch Erie projects for consideration during the phase 2 funding.

Funding Agreement

Town Staff will be working with the Colorado Department of Transportation to finalize a funding agreement, and will be bringing the agreement to the Board of Trustees for approval later this summer.

Staff Review:

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

Approved by:


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

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

Board Meeting Date: April 28, 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 and Town Staff have continued on the audio visual and security aspects of the project.

Fransen Pittman made considerable progress again at the end of March and first half of April.

- Wall panels have been primed and are now moving into final paint.
- Structural steel is 95% complete.
- Interior masonry walls are complete.
- Interior work is well underway; mechanical ductwork, rough electrical, rough plumbing, wall layout and framing.
- Parking area has been prepped and curb and gutter will soon commence.
- Retaining wall on the Southern portion of the property has also started.

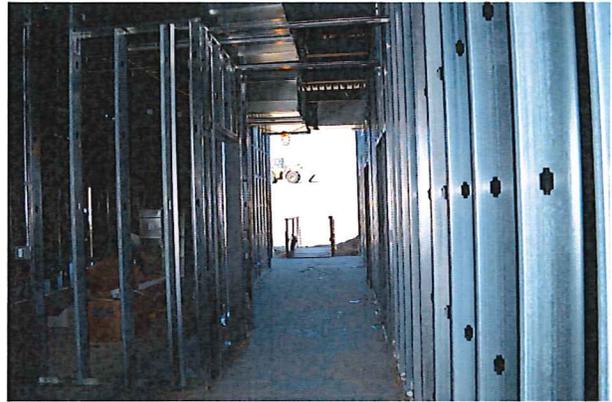
Construction Progress/ Schedule

Notice of Award & Notice to Proceed (Site Work)	August 27, 2014
Final Guaranteed Maximum Price Awarded	November 18, 2014
Curb, Gutter & Paving	End of April
Interior Finishes	Mid to end of May
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 paving prep and paint primer.



View of interior framing & duct.

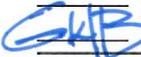


View of building primed.



View of Retaining wall footing prep.

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