

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

STUDY SESSION 5:45 P.M. COMMUNITY ROOM

I. CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

III. APPROVAL OF THE AGENDA

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

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

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

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

- a. Historic Preservation Advisory Board Update
- b. STAR Award

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

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

- a. Resolution 15-11; A Resolution Approving Art in Public Places Project
- b. Resolution 15-25; A Resolution of the Board of Trustees Approving the 1st Amendment to the Service Agreement with Granicus, Inc. for Comprehensive Agenda Workflow Software

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

IX. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

CANYON CREEK FILING 9 (continued from 01/27/2015)

- a. Resolution 15-22; A Resolution of the Town of Erie Regarding an Amendment to the Town of Erie Colorado 2005 Comprehensive Plan, Land Use Plan Map for a Portion of the Canyon Creek Subdivision Property, Adopting Certain Findings of Fact and Conclusion Favorable to Amending the Town of Erie 2005 Comprehensive Plan
- b. Ordinance 04-2015; An Ordinance of the Town of Erie Approving Canyon Creek Planned Development Amendment No. 8; Making Findings Supporting Canyon Creek Planned Development Amendment No. 8; and Setting Forth Detail in Relation Thereto (SECOND READING)
- c. Resolution 15-23; A Resolution of the Town of Erie Making Certain Findings of Fact and Conclusions Favorable to Canyon Creek Filing No. 9; 1st Amendment Preliminary Plat; Imposing Conditions of Approval; Approving Canyon Creek Filing No. 9, 1st Amending Preliminary Plat with Conditions and Setting Forth Detail in Relation Thereto

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

- a. School Traffic Safety Problem Solving Project
- b. Vista Ridge Filing 11 Commercial – Traffic Project

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

Staff Reports Included in Agenda Packet

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

- a. BOT Reports

XIII. **EXECUTIVE SESSION**

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

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

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING 1
Tuesday, January 27, 2015
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Harris called the January 27, 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: Mayor Pro Tem Gruber moved to approve the January 27, 2015 agenda with the amendment of removing item c. from XI. General Business and moving item VI. Presentations before item V. Public Comment; the motion was seconded by Trustee Moore. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

- a. Approval of the January 13, 2015 Meeting Minutes
- b. Approval of the January 20, 2015 Special Meeting Minutes
- c. Ordinance 01-2015; An Ordinance of the Town of Erie, Colorado, Adopting By Reference Town of Erie Water Conservation Plan" And Setting Forth Details In Relation Thereto
- d. Ordinance 03-2015; An Ordinance of the Town of Erie, Colorado, Repealing the 2014 Edition of the Standards and Specifications for the Design and Construction of Public Improvements; Adopting by Reference the 2015 Edition of Standards and Specifications for Design and Construction of Public Improvements; and Setting Forth Details in Relation Thereto.
- e. Resolution 15-18; A Resolution Authorizing the Purchase of 2015 Approved Heavy Equipment Units

CONSENT AGENDA (continued)

- f. Resolution 15-19; A Resolution Authorizing the 2nd Renewal of Asphalt Repair Services Contract
- g. Resolution 15-24; A Resolution Authorizing the Award of Construction Management Contract to JVA Inc. for the Erie lake By Pass Project

Action: Trustee Charles moved to approve the January 27, 2015 Consent Agenda; the motion was seconded by Trustee Schutt. The motion carried with the following roll call vote:

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

V. PROCLAMATIONS & PRESENTATIONS

Kelly Williams, owner and operator of the Louisville and Lafayette Farmers Market provided an update on the Erie Farmers Market

VI. PUBLIC COMMENT

Arnold Slabberkoorn, 1721 Crestview Lane, Spoke against the Redtail Ranch Project.

Public Comment in favor of Ordinance 02-2015 Oil and Gas Moratorium

Joe Zintel, 1761 Crestview Lane, Erie, CO.
Brian Saum, 360 Pierce St., Erie, CO.
Liz Fisher, 635 Moffat St. Erie, CO.
Kyle Roth, 2829 Prince Circle, Erie, CO.
Robert Nichols, 2076 FPW, Erie, CO.
Renee Waller, 2019 Lodgepole Dr., Erie, CO.
Wes Wilson, 2505 Yates, Denver, CO.
Phil Doe, 7140 S. Depew, Littleton, CO.
Harsh Murari, 1642 Crestview Lane, Erie, CO.
Mark Kadlecek, 2473 Vale Way, Erie, CO.
Geoff Deakin, 1372 Catalpa Place, Erie, CO.
Dave Johnson, Erie, CO.
Cliff Willmeng, 1246 Doric Drive, Lafayette, CO.
Merrily Mazza, 581 Wild Ridge Lane, Lafayette, CO.
Scott Bradford, 1589 Hickory Drive, Erie, CO.

PUBLIC COMMENT (continued)

Public Comment against Ordinance 02-2015 Oil and Gas Moratorium

Stacey Alexander, 1317 Washburn Ave, Erie, CO.
Chad Auer, 5951 Booth, Firestone, CO.
Ella Cooke, 2883 Eagle Circle, Erie, CO.
John Cooke, 2883 Eagle Circle, Erie, CO.
Brad Beck, St. John St., Erie, CO.
DeAndrea Arndt, 828 Lehigh Circle, Erie, CO.
Telbe Storbeck, 6300 E. Hampden Ave, Denver, CO.
KC Mitchell, 1175 W. Park Avenue, Johnstown, CO.
Autumn Morning Star, 360 Pierce, Erie, CO.
Holly Hansen, 22 S. 4th Ave. Brighton, CO.
Jeff Wilkes, 1116 Fletcher Drive, Erie, CO.
Fred Mahe, 463 Woodson Drive, Erie, CO.
Chris McGowne, 1800 Glenarm, Denver, CO.
Gary Wood, 1241 Nonham Lane, Erie, CO.

VII. RESOLUTIONS

a. Resolution 15-11; A Resolution Awarding a Construction Contract for Property Abatement for 4060 NE County Line Road

A.J. Krieger, Town Administrator, presented staff recommendations for Resolution 15-11. Staff reported that the property owner has begun the abatement process and is continuing at this time to clean up the property.

Action: Trustee Schutt moved to table Resolution 15-11. The motion was seconded by Mayor Pro Tem Gruber. The motion carried with all present voting in favor thereof.

b. Resolution 15-03; A Resolution Authorizing Award of a Construction Contract for the Erie Lake By-Pass Project

Russell Pennington, Deputy Public Work Director presented staff recommendations for the approval of Resolution 15-03. The Water Fund Capital Improvement Budget includes funds to construct a 36-inch, non-potable waterline that will provide the town the ability to by-pass the Erie Lake Pre-Pond and directly fill Erie Lake, and by-pass Erie Lake and convey non-potable water directly to the Lynn R. Morgan Water Treatment Plant. The new 36-inch non-potable waterline will connect the existing 36-inch non-potable waterline west of State Highway 287 to; an existing 24-inch non-potable waterline west of 111th Street, a 16-inch non-potable line southeast of Erie Lake and a new connection directly into the lake. The lake could be filled with this direct connection, or it can fill Erie Lake through the connections to the existing lines. The new pipeline will have valves that provide flexibility for the plant operators to ensure the best water quality is provided to Erie Residents. It also allows water to flow directly to the water treatment facility in the event the reservoir needs to be taken out of service. An Invitation to bid was posted on the Town's website on December 10, 2014 to ensure that local contractors were notified about this project. No Erie contractors submitted bids. The low bidder is Redpoint Contracting. They first opened their office in Arizona in 2010. They opened an office in Colorado in 2014. Staff has reviewed the bids, contacted several references of Redpoint Contracting for similar projects and found Redpoint Contracting to be acceptable. Staff is recommending awarding the

RESOLUTIONS (continued)

construction contract for the Erie Lake By-Pass to Redpoint Contracting in the amount of \$1,557,100.00.

Action: Trustee Moore moved to approve Resolution 15-03; the motion was seconded by Trustee Charles. The motion carried with the following roll call vote:

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

- c. **Resolution 15-21; A Resolution Authorizing the Town of Erie, Colorado to Enter Into Four Memorandum of Understandings with the Center for Resource Conservation. One for Irrigation Inspection Services, One for Indoor Water Inspection Services, One for Water Wise Landscape Seminar and One for the Garden in a Box Program**

Gary Behlen, Director of Public Works, presented staff recommendations for the approval of Resolution 15-21. From 2004 to 2009, the Town of Erie has partnered with the Center for ReSource Conservation (CRC), to provide an outdoor irrigation inspection program for commercial and residential irrigation systems. The irrigation inspection is designed to pinpoint inefficiencies in an irrigation system which contributes to water waste, unnecessary runoff, and increased run-time and maintenance costs. This program is valuable in studying the irrigation water use in the Town, and provides a service to Town residents. The program also meets conservation goals set by Northern Colorado Water Conservation District for the Windy Gap Project, Northern Integrated Supply Project and the Town of Erie's Water Conservation Plan. Since 2012, the Town of Erie continued the Slow the Flow Irrigation Audit Program, as well as, the Slow the Flow Indoor Audit Program and the Water-Wise Landscape Seminar offered by CRC. All programs appear to be well received by the Town of Erie residents. The Slow the Flow Irrigation Audit Program is run by the Center for ReSource Conservation. The program educates people about how to water more efficiently with their sprinkler systems. During an irrigation audit, a trained auditor travels to a residential or large property, performs a thorough inspection of the sprinkler system, and spends time educating homeowners or property managers about what to fix on their sprinkler stem and how to water more efficiently. In 2014, the Center for ReSource Conservation tested 80 residential properties and two large properties for the Town of Erie. The cost for the Slow the Flow Irrigation Audit Program is \$10,750. In addition to the Irrigation Audit Program, the Center for ReSource Conservation offers an Indoor Water Audit Program. The Indoor Water Audit Program includes an evaluation of inside water use and water fixtures in each house, and an offer to install at least two aerators and one low-flow showerhead. The Final Report completed by the Center for ReSource Conservation states that at the individual customer level the savings are significant. The direct savings are an average of 2,372 gallons of water per household per audit, and potential savings of 6,076 gallons per household per audit. In 2014, the Center for ReSource Conservation tested 45 residential properties. The cost for the Slow the Flow Indoor Audit Program is \$4,000. The Water-Wise Landscape Seminars help to educate residents about best management landscaping practices that

RESOLUTIONS (continued)

promote water conservation. Last year, 24 people attended the *Water-wise Wildlife Gardening* seminar that the Town of Erie hosted at the Erie Community Center. The cost for the Water-Wise Landscape Seminar is \$1,805. One of the Center for ReSource Conservation's most popular programs is Garden In A Box. Each year, they offer an array of do-it-yourself Xeric garden kits, created by professional landscape designers for sun, shade, and everything in between. These plant-by-number gardens can have a significant conservation impact—especially when used to replace turf! The Town of Erie would like to offer this program to our residents in an effort to help protect our non-renewable resources and live more sustainably. The cost for the Garden in a Box Program is \$4,370. The cost includes eighty (80) discounts of \$25 each for customers purchasing gardens, who receive water through service provided by Erie. The discounts are available on a first come, first serve basis. The garden designs range from \$74-\$125. Gardens will be available for online purchase beginning in February through the Center for ReSource Conservation website. They will be distributed between May 1, 2015-July 1, 2015. Erie's date is TBD. The Town will advertise the 2015 program by posting it on the Town website, in the Town's bi-monthly emails and announced on two separate occasions in our resident's utility bill. Upon approval, advertising will start in March. The inside water inspections will begin in March, end in May, then resume in September and end in December. The irrigation inspections will begin in June and end in August. The Water-Wise Landscape Seminar will be the third week in April. Staff is recommending continuing the three programs this year as conservation measures to meet our conservation goals. We also recommend appropriating the remaining budgeted funds towards our marketing efforts.

Action: Mayor Pro Tem Gruber moved to approve Resolution 15-21; the motion was seconded by Trustee Schutt. The motion carried with the following roll call vote:

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

Action: Mayor Harris called for a break at 8:20 pm and reconvened the meeting at 8:30 pm.

VIII. ORDINANCES

- c. Ordinance 02-2015; An Ordinance Of The Town Of Erie, Colorado Imposing A Temporary Moratorium On The Acceptance, Processing, And Approval Of Any Land Use Applications, Including Special Review Use Applications And Site Plan Applications, Related To Mining And Mineral Extraction, Including Oil And Gas Exploration, Extraction, And Related Operations; Directing The Town To Review, And If Appropriate, Adopt Any New Laws And Regulations Resulting From The Recommendations And Findings Of The Governor's Task Force On State And Local Regulation Of Oil And Gas Operations; Directing The Investigation Of The Regulatory Practices Of Other Municipal Governments As They Relate To Regulation Of Mining And Mineral Extraction, Including Oil And Gas Exploration, Extraction, And Related Operations; Directing The Prompt Investigation Of The Town's Unified

ORDINANCES (continued)

Development Code As It Relates To Regulation Of Mining And Mineral Extraction, Including Oil And Gas Exploration, Extraction, And Related Operations; Declaring The Intention Of The Town Board Of Trustees To Consider Appropriate Revision Of The Unified Development Code As It Relates To Regulation Of Mining And Mineral Extraction, Including Oil And Gas Exploration, Extraction, And Related Operations; And, Declaring An Emergency Therefore.

Ordinance 02-2015 is a legislative generated ordinance. Public testimony was given by Matt Lapore, Director of Colorado Oil and Gas Conservation Commission, Susan Aldridge, Senior Counsel for Anadarko Petroleum Company and Jason Oates, Senior Manager Regulatory & Ext. Stakeholder Relations, Encana Services Company Ltd.

Action: Mayor Pro Tem Gruber moved to suspend Resolution 02-44 in order to act on Ordinance 02-2015 as an Emergency Ordinance; the motion was seconded by Trustee Schutt. The motion carried with all present voting in favor thereof.

Action: Mayor Pro Tem Gruber moved to approve Ordinance 02-2015 The motion was seconded by Trustee Charles; the motion failed to pass with the following roll call vote:

Trustee Schutt	No
Trustee Woog	No
Trustee Moore	No
Trustee Carroll	Yes
Trustee Charles	Yes
Mayor Pro Tem Gruber	No
Mayor Harris	Yes

Action: Mayor Harris called for a break at 9:40 p.m. and reconvened the meeting at 10:00 p.m.

IX. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES

CANYON CREEK FILING 9

PUBLIC HEARING

- a. Resolution 15-22; A Resolution of the Town of Erie Regarding an Amendment to the Town of Erie Colorado 2005 Comprehensive Plan, Land Use Pan Map for a Portion of the Canyon Creek Subdivision Property, Adopting Certain Findings of Fact and Conclusion Favorable to Amending the Town of Erie 2005 Comprehensive Plan
- b. Ordinance 04-2015; An Ordinance of the Town of Erie Approving Canyon Creek Planned Development Amendment No. 8; Making Findings Supporting Canyon Creek Planned Development Amendment No. 8; and Setting Forth Detail in Relation Thereto

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

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

Action: Mayor Harris opened the public meeting for Resolution 15-22; Ordinance 04-2015 and Resolution 15-23 at 10:00 p.m.

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

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

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

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES (continued)

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

Action: David Gregg Architect / Managing Partner Boulder Creek Builders LLC, provided a power point presentation to the Board of Trustees and answered questions about the proposed project for the Board of Trustees.

Action: Mayor Harris closed the Public hearing for Resolution 15-22; Ordinance 04-2015 and Resolution 15-23 at 10:48 p.m.

Action: Mayor Pro Tem Gruber moved to continue Resolution 15-22; Ordinance 04-2015 and Resolution 15-23 to the February 10, 2015 regular meeting of the Town of Erie Board of Trustees.

X. GENERAL BUSINESS

a. Red Tail Ranch Sketch Plan

The proposed development proposes three access points from Weld County Road 5 with the southernmost access point aligned with WCR 4. The applicant also proposes one access point from Vista Parkway at the existing roundabout which would connect to WCR 4 via a Collector Road. There would also be a curb cut from Vista Parkway to access 12 proposed lots south of the roundabout. There is an existing drainage way and wetlands area at the southwest corner of the site that the applicant is preserving and will utilize for storm drainage from the site. There are also wet areas and a spring with wetland species plants in the northeast portion of the site that the applicant is preserving. A spine trail, to be owned and maintained by the Town, is proposed along the length of the northwest property line. Area: 108.9 Acres (Single Family Residential - Detached); 8.3 Acres (Single Family Residential - Attached); 31.1 Acres (Public Open Space); 85.0 Acres (Private Open Space/Landscape Buffers); 3.9 Acres (6 Pocket Parks); 52.7 Acres (Right-of-Way); Dwelling Units Proposed: 640 single-family dwelling units (6,050 sf to 40,000 sf); Gross Density: 2.21 units/acre. The application is not in general compliance with the RR – Rural Residential land use designation identified on the Comprehensive Plan, Land Use Plan Map. Rural Residential allows for the residential uses that this application proposes, but the Rural Residential land use category of the Comprehensive Plan anticipates a density between 0 and 2 dwelling units per acre. The proposed 640 dwelling units on 289.9 acres results in a gross density of 2.21 units/acre and would necessitate a Comprehensive Plan amendment. The application is not in

GENERAL BUSINESS

general compliance with the RR – Rural Residential land use designation identified on the Comprehensive Plan, Land Use Plan Map. Rural Residential allows for the residential uses that this application proposes, but the Rural Residential land use category of the Comprehensive Plan anticipates a density between 0 and 2 dwelling units per acre. The proposed 640 dwelling units on 289.9 acres results in a gross density of 2.21 units/acre and would necessitate a Comprehensive Plan amendment. Town staff has reviewed the proposed Sketch Plan for compliance with the UDC and has provided the applicant with comments. The applicant has modified the plan accordingly. *Housing Diversity*: The UDC (10.6.7.D) requires a certain mix of housing types based on the size of the proposed development. The size of Redtail Ranch (289.9 acres) requires either 4 housing types or 3 housing types and 1 housing type variation. Because of the subdivision's location, the applicant is proposing, as an alternative, a subdivision with 2 housing types and 3 housing type variations. The 2 housing types are single-family detached units and single-family attached units. The 3 housing type variations proposed are a variety of single-family detached lot sizes per the UDC: 5,000-9,999 sf lots; 10,000-39,999 sf lots, and lots over 40,000 sf. The Town of Erie Natural Areas Inventory identifies two natural areas within the proposed project area. The applicant is showing the lower portion of the southern natural area, which includes wetlands, in open space to be dedicated to the Town. The applicant is showing the northern portion of the northern natural area in private open space. The Open Space and Trails Advisory Board provided the applicant with comments.

Action: The Board indicated to the Developer that they would like to see a significant reduction in the density for this project before it is returned for approval. The Board also had concerns about residential in this area.

b. Sierra Vista Sketch Plan

The proposed development proposes two curb cuts from Bonanza Drive one of which would be aligned with the private commercial street just north of Kum & Go in the Vista Ridge subdivision to the east. There is an existing drainage way at the southwest corner of the site that the applicant can utilize for storm drainage from the site. Town staff has reviewed the proposed Sketch Plan for compliance with the UDC and has provided the applicant with comments. The applicant has modified the plan accordingly. 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. The applicant returned to this meeting to present suggested amendments to the Sketch Plan that was presented at the December 9, 2014 meeting. **Jeff Handlin, Highway 7 & Bonanza LLC**, 9033 E Easter Place, Centennial, CO. presented an updated sketch plan to the Board. At the request of the Board the applicant proposed a plan with a wider buffer between the commercial and residential and more residential park space if the Town would agree to build a larger park above code, the metro district would provide the operations and maintenance of the park and that they get a credit for incremental cost up to the cash in lieu fees they would have had to pay if they did not build the larger park.

XI. BOARD OF TRUSTEES REPORTS

Trustee Charles noted that the Historic Preservation Board would be giving a presentation at the next meeting.

Trustee Woog was given Board consensus to allow him to be a liaison to the Airport

XII. ADJOURNMENT

Action: Mayor Pro Tem Gruber moved to adjourn the January 27, 2015 Regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Trustee Schutt. The motion carried with all present voting in favor thereof.

Action: Mayor Harris adjourned the January 27, 2015 Regular Meeting of the Town of Erie Board of Trustees at 11:57 p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Tina Harris-Mayor

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT: **CONSENT AGENDA:**
Consideration of Resolution 15-20: A Resolution Authorizing the Purchase of Land Pride Overseeder with delivering dealer to be Potestio Brothers Equipment, Inc.; And Setting Forth Details In Relation Thereto

DEPARTMENT: Parks & Recreation

PRESENTER: Farrell Buller, Parks & Recreation Director

FISCAL	Cost as Recommended:	\$11,118.00
INFORMATION:	Balance Available:	\$12,500.00
	Budget Line Item Number:	100 . 50 . 810 . 601200 . 000000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Staff recommends approval of Resolution 15-20 authorizing Town staff to prepare a Purchase Order to Land Pride (Delivering dealer Potestio Brothers Equipment, Inc.) in the amount of \$11,118.00 for a Land Pride 60" Overseeder.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Board of Trustees authorized \$12,500.00 in the 2015 budget for the purchase of a new seeder for the Parks Maintenance Division of the Parks and Recreation Department. Staff has determined that the Lands Pride 60" Overseeder is the appropriate seeder for the department needs.

This equipment will be used to establish and renovate existing turf areas by cultivating the soil, accurately placing the grass seed and closing the soil to maximize seed to soil contact, which increases the opportunity for effective germination. The seeder will be used at various intervals thought growing season to maintain safe and aesthetic general turf and athletic field areas.

The Land Pride seeder price quoted by the delivering dealer Potestio Brothers Equipment, Inc. is current pricing through National Joint Powers Alliance (NJPA) of which the Town of Erie is a member (membership # 18135) and represents a 25% discount off list price. This complies with the 2006 purchasing policy, which allows for a state bid vendor to be used in lieu of formal bidding.

Staff recommends the purchase of the 60" Land Pride Overseeder with the delivering dealer to be Potestio Brothers Equipment Inc., a Colorado company and local Land Pride supplier.

Staff Review:

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

Approved by:


A.J. Krieger
Town Administrator

Attachments: Resolution 15-20
Quote
NJPA Contract 070313-LP1
Overseeder specifications

RESOLUTION NO. 15-20

A RESOLUTION OF THE TOWN OF ERIE, COLORADO, AUTHORIZING THE PURCHASE OF A LAND PRIDE OVERSEEDER FROM POTESIO BROTHERS EQUIPMENT, INC. IN THE AMOUNT OF \$11,118.00 AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the Town of Erie, Colorado wishes enter a purchase agreement for a Land Pride Overseeder from Potestio Brothers Equipment, Inc. in the amount of \$11,118.00 and

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

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

Section 1. That the agreement between the Town of Erie and Potestio Brothers Equipment, Inc., is found to be a reasonable and acceptable agreement for the purpose of purchasing a Land Pride Overseeder.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the agreement with Potestio Brothers Equipment, Inc., and the Town Administrator is hereby authorized and directed to sign and bind the Town of Erie to said agreement for the purchase of a Land Pride Overseeder.

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 10TH DAY OF FEBRUARY, 2015 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

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



POTESTIO BROTHERS
EQUIPMENT, INC.

Quote Summary

Prepared For:

Town Of Erie
CO

Prepared By:

John Alcamo
Potestio Brothers Equipment
19020 Longs Way
Parker, CO 80134
Phone: 303-841-2299
Mobile: 720-320-8998
johna@pbequip.com

Quote Id: 10816690
Created On: 14 January 2015
Last Modified On: 15 January 2015
Expiration Date: 27 February 2015

Equipment Summary	Selling Price	Qty	Extended
LANDPRIDE OVER SEEDER OS1572-043553	\$ 11,118.00 X	1 =	\$ 11,118.00
Equipment Total			\$ 11,118.00

Quote Summary

Equipment Total	\$ 11,118.00
SubTotal	\$ 11,118.00
Total	\$ 11,118.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,118.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



**POTESTIO BROTHERS
EQUIPMENT, INC.**

Quote Id: 10816690

LANDPRIDE OVER SEEDER OS1572-043553

Hours: 0

Stock Number:

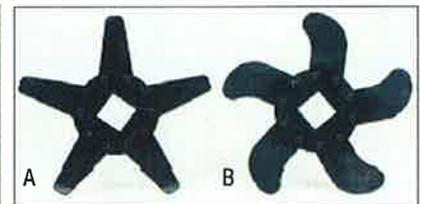
				Selling Price
				\$ 11,118.00
Code	Description	Qty	Unit	Extended
OS1572-043553	72WIDTH OVERSEEDER 2" SPACING	1	\$ 12,409.00	\$ 12,409.00
Standard Options - Per Unit				
308-152	2" SLIT SEEDER ATTACHMENT	1	\$ 1,047.00	\$ 1,047.00
308-259A	ROLLER DRIVE	1	\$ 1,068.00	\$ 1,068.00
Standard Options Total				\$ 2,115.00
Dealer Attachments				
SET	SET UP DEALER	1	\$ 225.00	\$ 225.00
Dealer Attachments Total				\$ 225.00
Suggested Price				\$ 14,749.00
Customer Discounts				
Customer Discounts Total			\$ -3,631.00	\$ -3,631.00
Total Selling Price				\$ 11,118.00

Renovate turf or establish a new lawn with an OS15.



The optional small seeds box allows two seeds to be metered at one time into the same seed tube for even distribution.

	OS1548	OS1572
Horsepower	25-60 HP	30-60 HP
Hitch	Cat. 1	
Working Width (broadcast) (cm)	51" (129)	72" (183)
Overall Width (w/gauge wheels)	77-3/4"	99"
Overall Width (w/rear roller drive)	60-1/8"	81-1/4"
Overall Length	52-7/16"	
Weight - lb (kg) (gauge whl drive)	1290 (585)	1645 (746)
Knives - 5 per flange	Standard or Curved 115 on 2"; 80 on 3" Standard or Curved 170 on 2"; 115 on 3"	
Rotor	18" Diameter	
Productivity (3-1/2 mph)	1.5 Acres/hr (broadcast) 2 Acres/hr (broadcast)	
Depth Adjustment	0" - 1-1/2"	
Blade Spacing	2" or 3"	
Gearbox	540 RPM Cast Iron Housing	
Seedbox	4 or 6 Bushel; Paddle Agitator	
Small Seedbox Capacity	.95 or 1.36 Bushel	
Seed Cups & Drive	7 or 10 Seed Cups; Powder Metal Flutes with Individual Cleanout Handles, RH Gauge Wheel Drive or Rear Roller Drive	
Packer Wheels	12" Cast Iron with Corrugated Scraper	
Roller Chain	#80 or #100, Adjustable, Fully Enclosed in Oil Bath	
Driveline	Fully Shielded, Heavy-Duty, Cat. 3 Slip Clutch Std	
Gauge Wheels	18" x 8.50" x 8" Turf Tires-4 ply	
Silt-Seeder Weight - lb	2" Knife Spacing = 38 3" Knife Spacing = 36	2" Knife Spacing = 56 3" Knife Spacing = 54



Choice of Knives

(A) Straight, aggressive 3/16" thick knives prepare the soil by pulling up thatch, while (B) 10 gauge curved knives provide a minimum of surface disturbance.

Color Options:  



See dealer for complete warranty information.



Nov. 1, 2013

TO: All Land Pride Dealers
FROM: Dee Warren, Marketing Manager
RE: NJPA Contract 070313-LP1, Grounds Maintenance with Related Equipment

Land Pride is pleased to announce that we have been awarded an NJPA Contract effective immediately: All Land Pride products are available on Contract 070313-LP1 for Grounds Maintenance with Related Equipment through August 2017. Land Pride has taken care of the competitive bid process, now Land Pride dealers can use this contract to sell direct to Member agencies. In short, you can sell to any NJPA Member without going through the bid process because we already have.

Who is NJPA?

National Joint Powers Alliance (NJPA) is a public corporation or agency serving as a municipal contracting agency, operating under the legislative authority of Minnesota Statute 123A.21. All NJPA employees are public employees.

What is NJPA's primary purpose?

Among other things, NJPA creates national cooperative contract purchasing opportunities and solutions on behalf of its members which include all government, education and non-profit agencies nationwide. These cooperative contract purchasing opportunities present both time and money savings for their users by consolidating numerous individually prepared solicitations to one cooperatively shared process and by the aggregation of demand from members nationwide.

Who is eligible for NJPA membership?

Eligible members include any unit of government, education (private or public) or non-profit agencies nationwide.

How is NJPA governed?

NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of publicly elected governing officials; including school board, city council members and county commissioners from Region Five in Minnesota.

How much does it cost to participate in NJPA?

There is no-cost, no-obligation or liability to join or participate in the NJPA contract purchasing program. There are no minimum contract purchasing requirements or commitments for members use of NJPA contracts.

As part of this Contract, NJPA was supplied a current price list. Members are able to purchase any Land Pride product, at the stated Percent Discount off of List Price, without a bid process:

Zero Turn Riding Mowers	17% off of List Price
Compact Drills	17% off of List Price
Wide Area Mowers (AFM series)	25% off of List Price
Folding Rotary Cutters (40, 55, 56, 65, & 66 Series and RC3620 and RC5020 Models)	32% off of List Price
All other Land Pride products	25% off of List Price

You must be an authorized stocking Land Pride dealer for any of the product groups above to be able to sell such products under this contract. Stocking dealers are able to use our Government Discount Program discount structure in figuring your cost. Dealer set-up and freight can be added within reason and freight will be charged on any LTL/common carrier requests. Orders shipped on our truck must meet our minimums.

The process will be as follows for using the NJPA contract:

- NJPA Member contacts either Land Pride or an authorized LP Dealer.
- Equipment is quoted to NJPA Member
- NJPA Member issues Purchase Order directly to Land Pride
- Land Pride/Dealer either has unit in stock and schedules for delivery OR Land Pride schedules unit to be built
- Due to the size of some Land Pride equipment, Land Pride will deliver to local dealers for set-up and final delivery
- Once unit is shipped, Land Pride will invoice NJPA Member direct
- Invoice is due by the 10th of the 2nd Month
- When NJPA Member remits payment to Land Pride, Dealer account will be credited the difference between the Percent of List stated above and our Government Discount Program discount plus any freight or setup built into the quote.

I encourage you to visit www.njpacoop.org and learn more about the cooperative buying process – some dealers recognize the value in this program and do quite well, selling without competition! When you visit the NJPA website, click "NJPA Access for Vendors" in the upper right hand corner. Once inside, you can download a list of NJPA members – currently at nearly 50,000! The list is an Excel[®] file and can be sorted to show only agencies in your state. The password for the list is "value." Use this list as a prospecting tool. Often times, potential buyers need to be educated about the process. Building relationships now will pay off with sales in the future.

The screenshot shows the NJPA website interface. At the top left is the NJPA logo with the tagline 'National Joint Powers Alliance'. To the right is the phone number '888.894.1930'. A navigation bar includes links for 'About Us', 'National Cooperative Contract Solutions', 'Statewide/Regional Solutions', 'Organizational', and 'Contact Us'. A red arrow points from the text 'Click Here' to a button labeled 'NJPA Access for Vendors'. Below this, the main content area is titled 'NJPA VENDOR Access'. It features a 'Download List' button with a red arrow pointing to it. The page also includes sections for 'Member Search', 'Vendor Resources', 'The NJPA Academy', 'H2O Vendor Gathering', and 'Leader's Conference'. A list of resources includes 'NJPA Member Search & Membership List (xls)', 'Vendor Resources', and 'THE NJPA Academy'. A list of events includes 'Get to Know Our Vendor Forum', 'NJPA Vendor Gatherings', 'NJPA Leader's Conference', and 'Bi-annual Trainings'. At the bottom, there is a note: 'If you have questions or need assistance regarding any of the information or material listed, please email Mike Hink, Director of Contracts & Marketing'.

Please, do not hesitate to contact me if you have any questions about this contract or selling through NJPA. This can be a simple, yet profitable, sales tool for your dealership.

Thank You

Dee Warren
800-270-9302, Ext 1360
dee.warren@landpride.com

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: Tuesday, February 10, 2015

SUBJECT: **CONSENT**
CONSIDERATION OF RESOLUTION 15-26: A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Accepting Dedications As Shown In The Compass Filing No. 1 Final Plat; Authorizing The Appropriate Town Official To Sign The Compass Filing No. 1 Development Agreement; Adopting Certain Findings Of Fact And Conclusions Favorable To Acceptance Of Compass Filing No. 1 Final Plat Dedications And Development Agreement; And, Setting Forth Details In Relation Thereto.

PURPOSE: Within the Compass Filing No. 1 Final Plat, the applicant proposes to plat approximately 154.51 acres into 152 single-family residential lots, and 9 tracts for neighborhood park, pocket park, HOA open space, landscaping, drainage and utility purposes.

PROJECT NO.: FP-13-00062
CODE: Erie 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 recommends the Board of Trustees authorize the Mayor to accept the final plat dedications and authorize signature of the Development Agreement by approving Resolution 15-26.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Representative: Standard Pacific of Colorado, Inc.
 Cindy Myers
 7800 E. Dorado Place, Suite 220
 Greenwood Village, CO 80111

Property Location: The Compass property is located on the northwest corner of County Line Road and Arapahoe Road.



Summary:

The Resolution, provided for consideration by the Board of Trustees, accepts dedications for the Compass Filing No. 1 Final Plat and authorizes the appropriate town official to sign the Compass Filing No. 1 Development Agreement which outlines obligations of the Town and the Owners for the Compass Filing No. 1 Final Plat.

Project Description:

The Compass Filing No. 1 Final Plat subdivides the entire property into the first phase of development and several large tracts for future development. The final plat creates 152 single family residential lots, 9 tracts, and associated easements on 154.51 acres.

Project Process:

The Community Development Director and Public Works Director have conditionally approved the Compass Filing No. 1 Final Plat, contingent upon the acceptance of the dedications on the Final Plat and Development Agreement by the Board of Trustees and the filing of appropriate documents with Town staff.

Public Notice:

Public Notice is not required.

Staff Recommendation:

Staff recommends the Board of Trustees authorize the Mayor to accept the final plat dedications and authorize signature of the Development Agreement by approving Resolution 15-24.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-26
- b. Compass Filing No. 1 Final Plat
- c. Compass Filing No. 1 Development Agreement

RESOLUTION NO. 15-26

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO ACCEPTING DEDICATIONS AS SHOWN IN THE COMPASS FILING NO. 1 FINAL PLAT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE COMPASS FILING NO. 1 DEVELOPMENT AGREEMENT; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO ACCEPTANCE OF COMPASS FILING NO. 1 FINAL PLAT DEDICATIONS AND DEVELOPMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, considered the acceptance of the dedications and the development agreement on February 10, 2015, on the application of Standard Pacific of Colorado, Inc. 7800 E. Dorado Place, Suite 220, Greenwood Village, Colorado, for the Compass Filing No. 1 Final Plat, Town of Erie, County of Boulder, State of Colorado; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to accept the dedications from Standard Pacific of Colorado, Inc.; and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town and its citizens to accept the Compass Filing No. 1 Development Agreement and to accept financial guarantees for improvements to be constructed by the Owner.

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

Section 1. The Board of Trustees of the Town of Erie hereby accepts the dedications as set forth in the Compass Filing No. 1 Final Plat.

Section 2. The Board of Trustees of the Town of Erie hereby approves the Compass Filing No. 1 Development Agreement for the Compass Filing No. 1 Final Plat, and authorizes the appropriate Town Official to sign and bind the Town to the Development Agreement.

INTRODUCED, READ, SIGNED AND APPROVED this 10th day of February 2015.

TOWN OF ERIE, a Colorado municipal corporation

By: _____

Tina Harris, Mayor

ATTEST:

By: _____

Nancy Parker, Town Clerk

COMPASS FILING NO. 1

A REPLAT OF TRACTS A, B, C AND D, ERIE FARMS MINOR SUBDIVISION CORRECTION PLAT
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH,
 RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
 154.51 ACRES - 152 RESIDENTIAL LOTS / 11 TRACTS
 FP-13-00062 FINAL PLAT

OWNER'S SIGNATURE _____
 OF ERIE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY
 BY: _____ DATE: _____
 NAME: _____
 STATE OF _____
 COUNTY OF _____
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 BY: _____ AS _____
 OF ERIE FARMS, LLC,
 A COLORADO LIMITED LIABILITY COMPANY
 WITNESS MY HAND AND OFFICIAL SEAL.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

OWNER'S SIGNATURE _____
 OF ERIE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY
 BY: _____ DATE: _____
 NAME: _____
 STATE OF _____
 COUNTY OF _____
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 BY: _____ AS _____
 OF ERIE FARMS, LLC,
 A COLORADO LIMITED LIABILITY COMPANY
 WITNESS MY HAND AND OFFICIAL SEAL.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

OWNER'S SIGNATURE _____
 CLAY CARLSON
 BY: _____ DATE: _____
 NAME: _____
 STATE OF _____
 COUNTY OF _____
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 BY: CLAY CARLSON AS OWNER.
 WITNESS MY HAND AND OFFICIAL SEAL.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

OWNER'S SIGNATURE _____
 OF ERIE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY
 BY: _____ DATE: _____
 NAME: _____
 STATE OF _____
 COUNTY OF _____
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 BY: _____ AS _____
 OF ERIE FARMS, LLC,
 A COLORADO LIMITED LIABILITY COMPANY
 WITNESS MY HAND AND OFFICIAL SEAL.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

OWNER'S SIGNATURE _____
 RENT CARLSON
 BY: _____ DATE: _____
 NAME: _____
 STATE OF _____
 COUNTY OF _____
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 BY: RENT CARLSON AS OWNER.
 WITNESS MY HAND AND OFFICIAL SEAL.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

OWNER'S SIGNATURE _____
 RYAN CARLSON
 BY: _____ DATE: _____
 NAME: _____
 STATE OF _____
 COUNTY OF _____
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 BY: RYAN CARLSON AS OWNER.
 WITNESS MY HAND AND OFFICIAL SEAL.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

OWNER'S SIGNATURE _____
 OF ERIE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY
 BY: _____ DATE: _____
 NAME: _____
 STATE OF _____
 COUNTY OF _____
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 BY: _____ AS _____
 OF ERIE FARMS, LLC,
 A COLORADO LIMITED LIABILITY COMPANY
 WITNESS MY HAND AND OFFICIAL SEAL.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

OWNER'S SIGNATURE _____
 SCOTT CARLSON
 BY: _____ DATE: _____
 NAME: _____
 STATE OF _____
 COUNTY OF _____
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 BY: SCOTT CARLSON AS OWNER.
 WITNESS MY HAND AND OFFICIAL SEAL.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

OWNER'S SIGNATURE _____
 STANDARD PACIFIC OF COLORADO, INC., A DELAWARE CORPORATION
 BY: _____ DATE: _____
 NAME: _____
 STATE OF _____
 COUNTY OF _____
 ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 BY: _____ AS _____
 STANDARD PACIFIC OF COLORADO, INC.,
 A DELAWARE CORPORATION
 WITNESS MY HAND AND OFFICIAL SEAL.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

OWNER/DEVELOPER
 CARLSON
 12480 1ST STREET
 EASTLAKE, CO 80614
 (303) 957-2686
 STANDARD PACIFIC OF COLORADO,
 1700 W. UNIVERSITY AVENUE, SUITE 200
 DENVER, CO 80202
 7800 E. DORADO PLACE, SUITE 220
 GREENWOOD VILLAGE, CO 80111
 303-779-4100

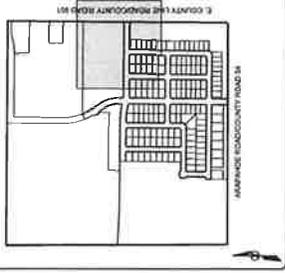
ENGINEER / SURVEYOR
JANSEN STRAWN
 CONSULTING ENGINEERS
 48 WEST 2ND AVENUE
 DENVER, COLORADO 80202
 (303) 533-3333
 JAS@JSE.COM
 303.534.3339

Book No.	_____
Date	03/20/2013
Sheet	2 of 8
1. STATE OF THE COMPANY	STATE
2. STATE OF THE COMMISSIONER	STATE
3. STATE OF THE COMMISSIONER	STATE
4. STATE OF THE COMMISSIONER	STATE
5. STATE OF THE COMMISSIONER	STATE
6. STATE OF THE COMMISSIONER	STATE
7. STATE OF THE COMMISSIONER	STATE
8. STATE OF THE COMMISSIONER	STATE
9. STATE OF THE COMMISSIONER	STATE
10. STATE OF THE COMMISSIONER	STATE
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12. STATE OF THE COMMISSIONER	STATE
13. STATE OF THE COMMISSIONER	STATE
14. STATE OF THE COMMISSIONER	STATE
15. STATE OF THE COMMISSIONER	STATE
16. STATE OF THE COMMISSIONER	STATE
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18. STATE OF THE COMMISSIONER	STATE
19. STATE OF THE COMMISSIONER	STATE
20. STATE OF THE COMMISSIONER	STATE

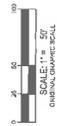
Checked By: A/C

COMPASS FILING NO. 1

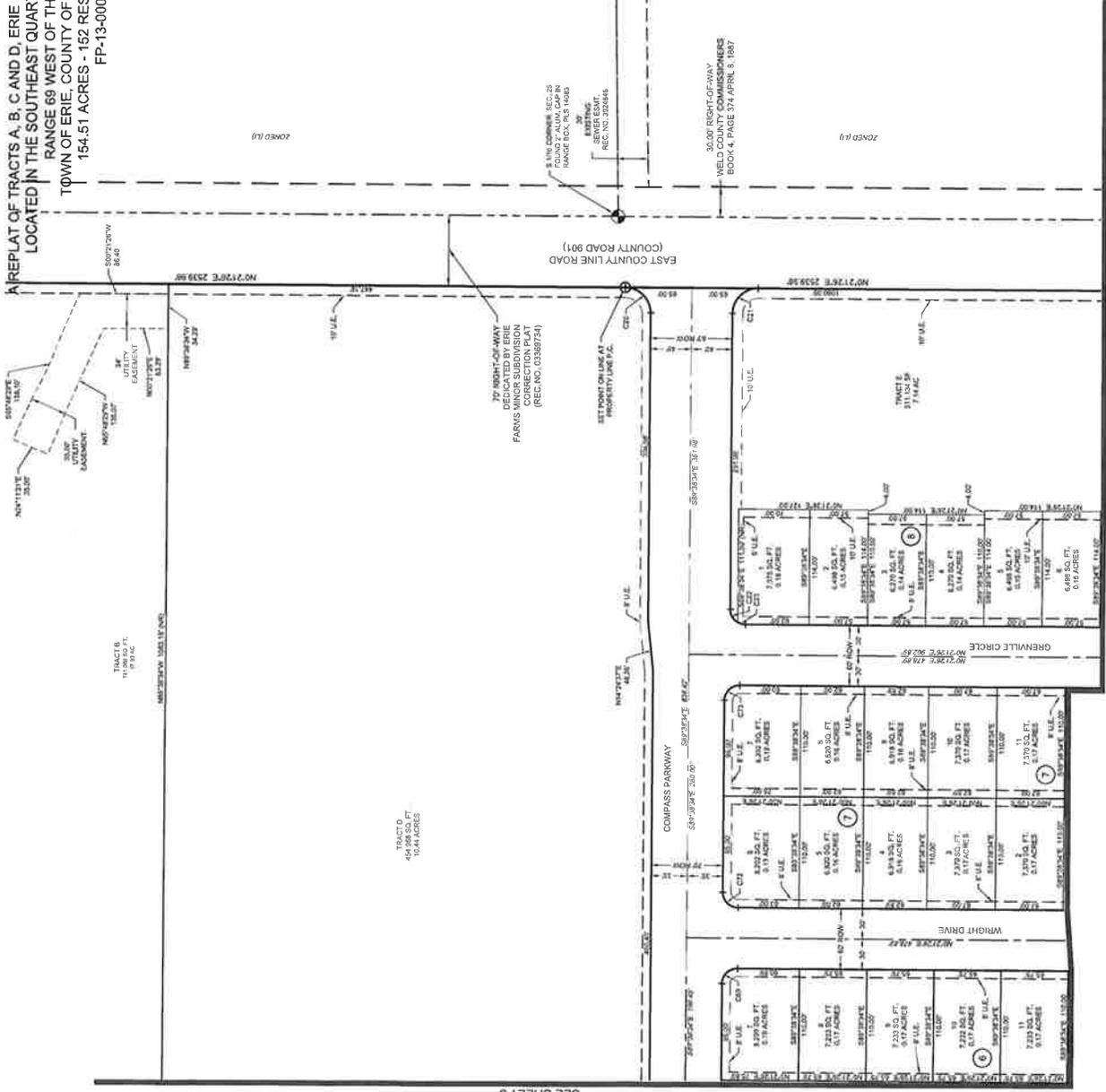
REPLAT OF TRACTS A, B, C AND D, ERIE FARMS MINOR SUBDIVISION CORRECTION PLAT
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH,
 RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
 154.51 ACRES - 152 RESIDENTIAL LOTS / 11 TRACTS
 FP-13-00062 FINAL PLAT



- LEGEND**
- SITE BOUNDARY
 - ROW, TRACT AND LOT
 - SECTION LINE
 - EASEMENT LINE
 - ADJACENT PARCELS
 - SQ. FT.
 - SQUARE FEET
 - RIGHT-OF-WAY
 - ROW
 - SET 1/2" NO. 5 REBAR W/ 1" YELLOW PLASTIC CAP
 - FOUND NO. 5 REBAR W/ 1" YELLOW PLASTIC CAP
 - PLS. NO. 20865 UNLESS OTHERWISE NOTED
 - REC. NO.
 - CHORD BEARING
 - CHORD DISTANCE
 - NON-RADIAL LINE
 - BLOCK NUMBER
 - ① SECTION COMMENT



CURVE #	DELTA	RADIUS	LENGTH	CHORD	DIRECTION	CHORD LENGTH
CT1	90.00°	10.00'	15.71'	10.00'	N45°00'00"W	10.00'
CT2	90.00°	10.00'	15.71'	10.00'	S45°00'00"W	10.00'
CT3	90.00°	10.00'	15.71'	10.00'	S45°00'00"W	10.00'
CT4	90.00°	10.00'	15.71'	10.00'	N45°00'00"W	10.00'
CT5	90.00°	10.00'	15.71'	10.00'	N45°00'00"W	10.00'
CT6	90.00°	10.00'	15.71'	10.00'	N45°00'00"W	10.00'
CT7	90.00°	10.00'	15.71'	10.00'	N45°00'00"W	10.00'



Scale	1" = 50'
Date	09/22/2013
Sheet	6 of 8

JANSEN STRAWN
 CONSULTING ENGINEERS
 46 WEST 2ND AVENUE
 BOULDER, COLORADO 80502
 PHONE: 303.440.3333
 FAX: 303.440.3339

OWNER/DEVELOPER
 CARLSON
 12460 1ST STREET
 EASTLAKE, CO 80614
 (303) 442-2686

ENGINEER / SURVEYOR
 STANDARD PACIFIC OF COLORADO,
 A PROFESSIONAL CORPORATION
 7800 E. DORADO PLACE, SUITE 220
 GREENWOOD VILLAGE, CO 80111
 303.779-1100

SEE SHEET 7

SEE SHEET 5

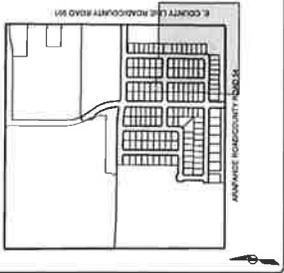
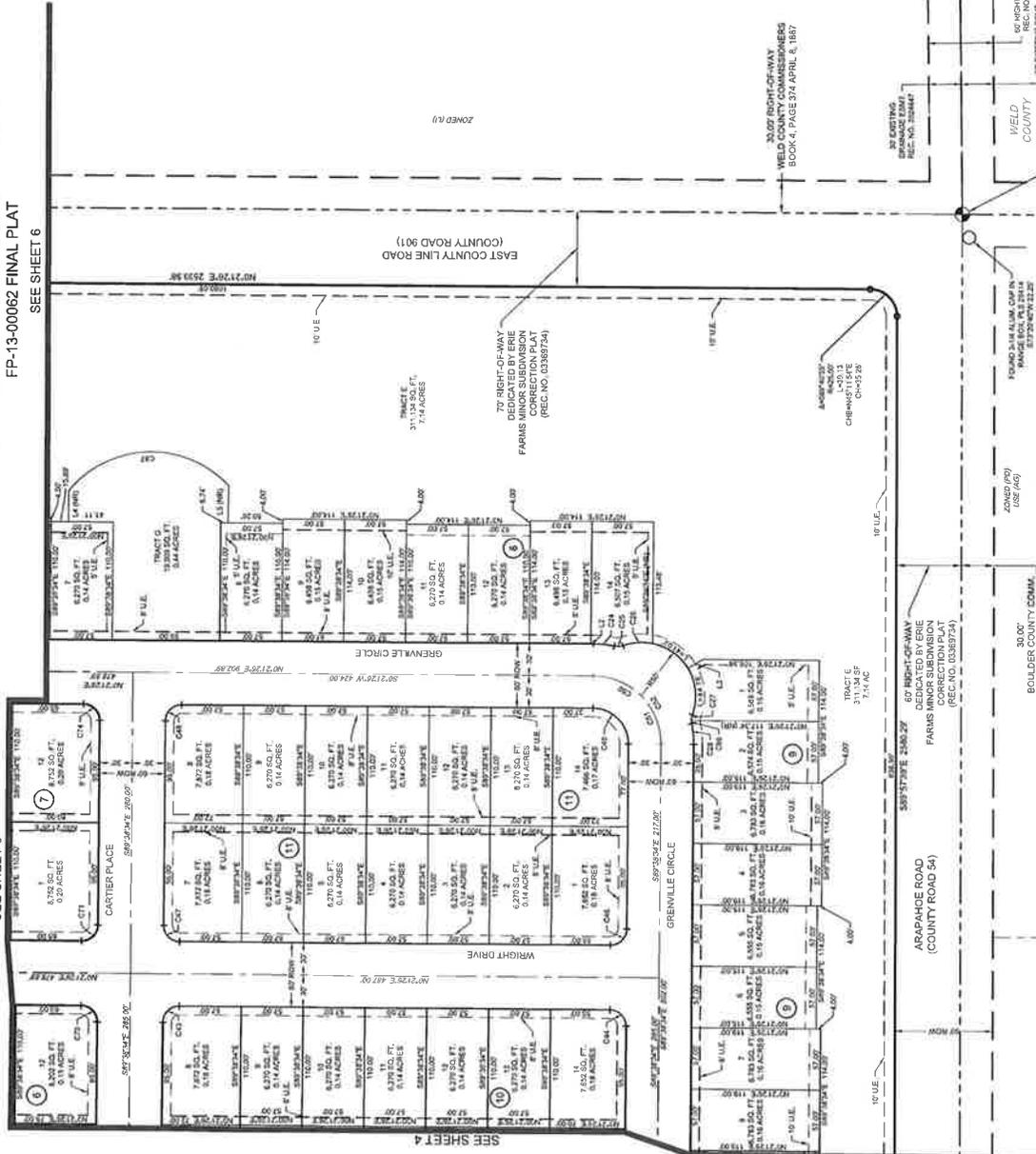
COMPASS FILING NO. 1

A REPLAT OF TRACTS A, B, C AND D, ERIE FARMS MINOR SUBDIVISION CORRECTION PLAT
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH,
 RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
 154.51 ACRES - 152 RESIDENTIAL LOTS / 11 TRACTS
 FP-13-00062 FINAL PLAT

SEE SHEET 6

SEE SHEET 4

SEE SHEET 6



- LEGEND**
- SITE BOUNDARY
 - ROW, TRACT AND LOT
 - SECTION LINE
 - EASEMENT LINE
 - ADJACENT PARCELS
 - SQUARE FEET
 - ROW
 - 50 FT
 - 15' YELLOW PLASTIC CAP
 - 1" YELLOW PLASTIC CAP
 - FOUND WELLS (WELLS IN P.L.S. NO. 2985)
 - FOUND WELLS (WELLS IN P.L.S. NO. 2985 UNLESS OTHERWISE NOTED)
 - RECEPTION NUMBER
 - CHORD BEARING
 - CHD
 - CHORD DISTANCE
 - NOMINAL LINE
 - BLOCK NUMBER
 - SECTION CORNER



CURVE TABLE

CURVE #	DELTA	ADIUS	LENGTH	CHORD	DIRECTION	CHORD LENGTH
1	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
2	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
3	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
4	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
5	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
6	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
7	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
8	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
9	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
10	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
11	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
12	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
13	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
14	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
15	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
16	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
17	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
18	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
19	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
20	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
21	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
22	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
23	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
24	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
25	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
26	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
27	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
28	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
29	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
30	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
31	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
32	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
33	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
34	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
35	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
36	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
37	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
38	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
39	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
40	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
41	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
42	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
43	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
44	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
45	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
46	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
47	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
48	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
49	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
50	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
51	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
52	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
53	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
54	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
55	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
56	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
57	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
58	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
59	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
60	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
61	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
62	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
63	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
64	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
65	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
66	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
67	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
68	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
69	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
70	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
71	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
72	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
73	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
74	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
75	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
76	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
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78	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
79	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
80	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
81	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
82	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
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86	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
87	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
88	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
89	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
90	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
91	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
92	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
93	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
94	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
95	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
96	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
97	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
98	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
99	11.32	3.00	3.00	3.00	S87°11'32\"	3.00
100	11.32	3.00	3.00	3.00	S87°11'32\"	3.00

LINE TABLE

LINE #	LENGTH	DIRECTION
1	2.37	S07°07'07\"
2	1.12	S07°07'07\"
3	1.12	S07°07'07\"
4	1.12	S07°07'07\"
5	1.12	S07°07'07\"
6	1.12	S07°07'07\"
7	1.12	S07°07'07\"
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11	1.12	S07°07'07\"
12	1.12	S07°07'07\"
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85	1.12	S07°07'07\"
86	1.12	S07°07'07\"
87	1.12	S07°07'07\"
88	1.12	S07°07'07\"
89	1.12	S07°07'07\"
90	1.12	S07°07'07\"
91	1.12	S07°07'07\"
92	1.12	S07°07'07\"
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95	1.12	S07°07'07\"
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97	1.12	S07°07'07\"
98	1.12	S07°07'07\"
99	1.12	S07°07'07\"
100	1.12	S07°07'07\"

OWNER/DEVELOPER
 CARLSON
 12400 1ST STREET
 BOULDER, CO 80504
 303-442-2686

ENGINEER / SURVEYOR
JANSEN STRAWN
 CONSULTING ENGINEERS
 44 WESTINGHOUSE AVENUE
 BOULDER, CO 80502
 303-440-3333
 JSTRAWN@JSE.COM

STANDARD PACIFIC OF COLORADO,
 7800 E. DORADO PLACE, SUITE 220
 GREENWOOD VILLAGE, CO 80111
 303-779-1100

Book # 13-00062
 Date: 03/20/13
 Date: 1/20/13

Sheet 7 of 8
 Drawn by: ALJ
 Checked by: TJD

**COMPASS FILING NO. 1
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20____, by and between the **TOWN OF ERIE, a Colorado municipal corporation**, PO Box 750, Erie, Colorado, 80516, hereinafter referred to as “Erie” or “Town,” and **STANDARD PACIFIC OF COLORADO, INCORPORATED**, a Delaware corporation, 7800 East Dorado Place, Suite 220, Greenwood Village, Colorado 80111, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for the Compass Filing No. 1 (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Erie; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Developer hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications.

WHEREAS, the regulations of Erie require that the Owner enter into an Agreement with Erie relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

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

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, “Town Administrative Official” shall be defined as the Town Administrator or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Erie and acceptances required of Erie in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Erie certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by Warranty Deed in

form and substance acceptable to Erie. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Erie. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Erie, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Erie, and in full conformity with Erie's "Standards and Specifications for Design and Construction of Public Improvements," ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Erie. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Erie.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Erie shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Erie, and Erie shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Erie prior to construction. All acceptances required hereunder from Erie

shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

Before the construction or installation of any improvements, Owner shall obtain a PIP from Erie as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Erie. If found to be complete and in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements” and other pertinent requirements, Erie will issue Owner the PIP. Owner shall reimburse Erie for any additional expenses incurred by Erie for the review of plans or inspection of construction work by consultants engaged by Erie for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Erie’s “Standards and Specifications for Design and Construction of Public Improvements.” In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be reasonably required by Erie. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Erie shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner’s expense so as to conform to the accepted plans and specifications.

All work shown on the accepted Public Improvements improvement plans requires inspection by the Public Works Department, Engineering Division. Except Town of Erie holidays, inspection services are provided Monday through Friday, from 7:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Director of Public Works for acceptance. Owner shall reimburse the Town for all direct costs of the after hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Erie. At all times Erie shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Erie. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Erie’s “Standards and Specifications for Design and Construction of Public Improvements.”

F. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Erie, all

necessary land, rights-of-way and easements required by Erie for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Erie. All title documents shall be recorded by Erie at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Erie.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.
3. Town of Erie "Grading and Stormwater Quality Permit" per Erie "Standards and Specifications for Design and Construction of Public Improvements."
4. Air Quality Permit.

G. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Erie and in accordance with the PIP.

H. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Erie. To minimize construction damage, detached sidewalk construction may be delayed until Certificates of Occupancy are issued for 80% of the properties facing a specific street on which sidewalks are to be constructed. Erie may require earlier construction if it determines that such sidewalks are needed for the safe passage of residents.

I. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

J. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Erie. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at

it's own expense, Xcel Energy to install all required street lighting pursuant to Xcel Energy plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Erie.

K. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

L. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications accepted by Erie.

M. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Erie. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Erie approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Erie.
4. Owner shall be responsible for obtaining a Town of Erie "Grading and Stormwater Quality Permit" per Erie's "Standards and Specifications for Design and Construction of Public Improvements."
5. All drainage improvements not located on Town owned property shall be maintained by the Owner, Compass Homeowners Association ("HOA"), maintenance district, or final property owner. Notwithstanding the foregoing, the offsite Drainage improvements that are located within easements granted to the Town, shall be maintained by the Town after Final Acceptance of said improvements and the surface area of such easements shall be maintained by the grantor of such easements. Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet grates.
6. Owner shall include the HOA, maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of

the drainage facilities for maintenance from this final owner.

N. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Erie complete final landscape and irrigation plans for each phase and obtain acceptance by Erie prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Erie. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

O. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All utilities shall be placed underground as required by the Erie Municipal Code ("Code").

P. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the Town owned sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Owner, HOA, or maintenance district.

The Owner shall install a curb underdrain system pursuant to the Towns "Standards and Specifications for Design and Construction of Public Improvements" and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

Q. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the HOA or District responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Construction Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Erie. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Erie may conduct the inspection without the approval of Owner. Owner shall provide Erie with complete "as-built" drawings in a form as defined in the Town of Erie Construction Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Erie may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant "Construction Acceptance," which shall be subject to "Final Acceptance" as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Construction Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Construction Acceptance can be granted, and Erie shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Erie may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Erie reserves the right to schedule re-inspections.

Additionally, for Common Facilities, the Owner shall include the HOA, maintenance district, or final property owner in the final inspection procedures and provide Erie with written acceptance of the Common Facilities for maintenance from this final owner

B. Maintenance of Improvements

1. Warranty

Owner shall provide Erie with a minimum two (2) year warranty, from the date of Construction Acceptance, on all Public Improvements and shall provide a two (2) year warranty to the final owner for the Common Facilities.

2. Maintenance of Improvements

For a two (2) year period from the date of Construction Acceptance of any

Public Improvements related to the Development, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Erie, shall become necessary, except that Erie shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Erie requesting such repairs or replacements, Owner has not completed such repairs, Erie may exercise its rights to secure performance as provided in Section X.C of this Agreement.

C. Final Acceptance

At least thirty (30) days before two (2) years has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance , as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Erie's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Erie may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Erie may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of construction acceptance or any Public Improvements are found not to conform to this Agreement, and applicable Town "Standards and Specifications for Design and Construction of Public Improvements," then the Owner shall be in default of the Agreement and Erie may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Erie

In the event it becomes necessary for Erie to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Erie may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Erie within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Erie, then Owner shall be in default of this Agreement and Erie may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit

generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:
 - a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B." The guarantees will be provided on a phased basis as shown on "Exhibit B."
 - b) Upon Construction Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The Town will release the guarantees for the wet utilities separate from the roadway improvements on a phased basis as shown on "Exhibit B."
 - c) Upon Construction Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%.
3. In addition to any other remedies it may have, Erie may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Erie receives notice that the letter of credit will not

be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Erie, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Erie may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common Facilities and construction is reasonably determined by Erie to be greater than the amount of the security guarantee provided by the Owner to the Town, then Erie shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Erie with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Erie including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Erie draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities

C. Phasing

Owner's Phasing Plan is detailed on "Exhibit D." The completion of each phase of Development, including Public Improvements, Common Facilities, and private improvements, shall be in accordance with said plan and completion schedules or Erie

approved modifications thereof. All modifications shall be in writing and signed by the Town Administrative Official.

VII. OVERSIZING AND REIMBURSEMENT

Erie may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Erie may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Erie.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plan for properties that use these utilities or Public Improvements, Erie will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Erie to pay or reimburse any costs to Owner in the event such costs are not recovered by Erie as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Erie has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Erie or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Erie determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a major nuisance, Owner agrees to abate said nuisance and/or to correct or commence to correct within 24 hours, any damage or injury, and complete within five (5) working days after notification by Erie. If Owner does not abate said nuisance, Erie may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Erie. If Owner does not abate, or if an emergency exists, Erie may abate at Owner's expense.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. On weekend days and legal holidays the operation of such equipment outside an enclosed structure shall be prohibited between the hours of 4:00 p.m. and 8:00 a.m. The Town Administrative Official may alter the hours of operation for good cause.

IX. SPECIAL PROVISIONS

A. Transportation

1. Arapahoe Road

Owner shall be responsible for constructing half of the Town standard minor arterial road cross-section for Arapahoe Road as outlined in the construction drawings. Improvements include, but are not limited to paved roadway, curb, gutter, sidewalk, street lights, and right-of-way landscaping. Improvements shall be constructed and operational prior to the issuance of the first Certificate of Occupancy.

Owner shall be responsible for construction of a four foot (4') bike lane on the south side of Arapahoe Road. Owner shall be reimbursed as outlined in "Exhibit C" for the cost of this improvement. Owner shall provide said actual costs to the Town for review and acceptance prior to Construction Acceptance of improvement.

Town shall make reasonable efforts to require Xcel Energy (Public Service of Colorado) to relocate the existing power poles located on the south side of Arapahoe Road pursuant to the franchise agreement with the Town. In the event the Town is not successful with requiring Xcel Energy to relocate said power poles, the Owner shall provide cost of said relocation to the Town. In the event Town does not approve the relocation cost, then Owner shall be relieved of its obligation to construct the bike lanes on the south side of Arapahoe Road.

2. County Line Road

Owner shall be responsible for constructing half of the Town standard principal arterial road cross-section for County Line Road as outlined in the construction drawings. Improvements include, but are not limited to paved roadway, curb, gutter, sidewalk, street lights, and right-of-way landscaping. Improvements shall be constructed and operational prior to the issuance of the first Certificate of Occupancy.

3. Arapahoe Road & County Line Road Intersection

Owner shall be responsible for the construction of a permanent mast arm

signal at the intersection of Arapahoe Road and County Line Road and all associated roadway improvements necessary to safely provide for all turning movements at the intersection. The signal shall be constructed and operational prior to the issuance of the first Certificate of Occupancy. The Town agrees to enter into one or more reimbursement agreements with the owners adjacent to said intersection for up to seventy five percent (75%) of the total costs of the signal and associated safety improvements to Owner prior to recording a final plat or approval of a site plan for development of the adjacent properties. Nothing contained in this Agreement shall operate to create an obligation on the part of the Town to pay or reimburse any costs to Owner in the event such costs are not recovered by the Town as contemplated herein, for any reason, from the adjacent properties or adjacent property owners. Owner shall provide said actual costs to the Town for review and acceptance prior to Construction Acceptance of improvements.

B. Phasing Map (“Exhibit D”)

The Development shall be constructed as one phase. All streets within the Development shall be installed and paved prior to the Town issuing non-model home building permits.

C. Dedication of Open Space

Owner shall pay a fee in lieu of open space land dedication for 7.2 acres of open space. The fee in lieu payment is outlined in “Exhibit C.”

D. Installation of Parks, Landscaping and Trails

1. Owner shall be responsible to repair the Town’s crusher fines Coal Creek Trail from the existing pedestrian bridge at the sanitary sewer creek crossing east to the existing Vista Pointe concrete trail. Owner shall also repair all sections of the crusher fines trail west of Coal Creek that are disturbed or damage by the sanitary sewer line or storm sewer outfall. Owner shall complete all repairs prior to Construction Acceptance for Filing 1. All trail repair work shall be subject to Section V and VI of this agreement.
2. Owner shall design and construct the Pocket Park on Tract G as shown on the accepted construction plans. Owner shall purchase a water tap and pay necessary raw water dedication fees for Tract G.
3. Owner shall receive credit for 10.44 acres of Community Park and Neighborhood Park dedication through the dedication of Tract D. Owner shall be responsible for the cost of grading, grass, irrigation and water taps and raw water fees as outlined in the Code.

E. Maintenance of Parks, Trails, Open Space and Landscaping

1. Tracts E, F, G and H shall be maintained by the HOA.

2. Tract D shall be maintained by the HOA until such time the Town constructs the Neighborhood Park on said tract.
3. Arapahoe Road, County Line Road and Compass Parkway right-of-ways landscaping adjacent to the Property shall be maintained by the HOA.
4. The landscaped medians within the Compass Parkway and Quest Avenue right-of-ways shall be maintained by the HOA.

F. Improvements to Private Tracts

Tracts A, B, C, J, K and L are for future development. Owner shall be responsible for maintenance, including weed control on Tracts A, B, C, J, K and L until the tracts are further subdivided into individual lots.

G. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold to a homeowner.

H. Fencing and Screening

Fencing within the Development shall be installed in accordance with Title 10 of the Code.

I. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

J. Water

Owner shall be responsible to construct a sixteen inch (16") water line in County Line Road. Owner shall be reimbursed as outlined in "Exhibit C" for the incremental costs difference greater than the cost of installing a twelve inch (12") line. Owner shall provide said cost to the Town for review and acceptance prior to Construction Acceptance of improvements.

K. Sanitary Sewer

1. Coal Creek Interceptor

The Town is due cost recovery for the 30-inch sewer interceptor the Town constructed to intercept flows from the Property. Cost recovery is based upon \$54.21 per single-family equivalence. The reimbursement is outlined in "Exhibit C."

2. North Water Reclamation Facility (NWRf) Interceptor.

The Town is due cost recovery for the 30-inch NWRf line constructed to intercept flows from the Property. Cost recovery is based upon \$410.00 per

single family equivalence. The reimbursement is outlined in "Exhibit C."

3. Vista Ridge Metropolitan District Reimbursement.

Owner shall reimburse the Vista Ridge Metropolitan District for connection to the existing sewer line in Coal Creek at the rate of \$222.12 per single family equivalent. The reimbursement is outlined in "Exhibit C."

4. Off- Site Sanitary

Owner shall be responsible to construct an off-site sanitary sewer outfall line. A section of this line has been oversized to allow for future development. The Town agrees to enter into one or more reimbursement agreements with the owners of such Sewer Benefited Properties causing such owners to reimburse any Incremental Costs to Owner prior to recording a final plat or approval of a site plan for development of the Sewer Benefited Properties. The reimbursement shall be required to be paid by the Sewer Benefited Properties owners at such time as the first final plat is approved for the benefit of the Sewer Benefited Properties. "Oversizing" shall mean any requirement by the Town to install a sewer line which is greater than that which would otherwise be required to serve only the Property. "Incremental Costs" shall mean the cost difference of pipe and related facilities attributable to the Oversizing. Nothing contained in this Agreement shall operate to create an obligation on the part of the Town to pay or reimburse any costs to Owner in the event such costs are not recovered by the Town as contemplated herein, for any reason, from the Sewer Benefited Properties or Sewer Benefited Property owners. Owner shall provide said Incremental Costs to the Town for review and acceptance prior to Construction Acceptance of improvements.

L. Drainage

Owner shall be responsible to construct a ninety six inch (96") storm sewer outfall to Coal Creek that has been oversized to provide regional drainage capacity. The Town agrees to enter into one or more reimbursement agreements consistent with Section VII above with the owners of other properties benefiting from such oversizing, which shall allow Owner to be reimbursed for the incremental oversizing costs paid by Owner. "Oversizing" for drainage purposes shall mean any requirement by the Town for any channel or other drainage facility within the Property to be a size greater than the size required to serve the Property. The Town will not include in the reimbursement the cost to convey historic flows through the Property. Nothing contained in this Agreement shall operate to create an obligation on the part of the Town to pay or reimburse any costs to Owner in the event such costs are not recovered by the Town as contemplated herein, for any reason, from the benefited properties or property owners. Owner shall provide said cost to the Town for review and acceptance prior to Construction Acceptance of improvements.

M. Town of Erie Entry Monument Sign.

Owner agrees to grant the Town an easement for the Town to locate and construct an entry monument sign ("Monument Sign") on the Property. The location of the Monument Sign shall be at or near the corner of County Line Road and Arapahoe Road. The easement for the Monument Sign shall be dedicated to the Town within sixty days of the Town's request.

N. Model Homes

Owner shall be permitted to construct up to ten (10) model homes concurrent with the construction of the Transportation Improvements outlined in Section IX.A of this Agreement provided that the model homes meet the requirements of Section 10.3.2.A.7 of the Code.

Owner shall not transfer ownership of said model homes until the Transportation Improvements outlined in Section IX.A of this Agreement have received Construction Acceptance.

O. Disclosure Statements

1. An Airport Disclosure statement indicating the existence of an Avigation Easement ("Exhibit H") shall be signed by the property owner with the execution of the sales contract for the property.
2. A Landfill Disclosure statement indicating that Landfills exist in the area ("Exhibit I") shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Vested Rights

Erie agrees that the Final Subdivision Plat for Compass Filing No. 1 constitutes a "site specific development plan" pursuant to C.R.S. 24-68-101 et. seq. (the "Vested Rights Act") for that portion so platted, and in addition, that the rights which vest pursuant to the Vested Rights Act shall vest for a period of three (3) years. This Development Agreement shall be deemed to be a "development agreement" pursuant to the Vested Rights Act.

B. Ground Water Dedication

As provided by Erie ordinances, all tributary and not non-tributary ground water rights not already transferred to Erie shall be dedicated to Erie at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Erie prior to signatures being affixed to this agreement.

C. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Erie, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of

credit provided for in Section VI, and may further exercise all remedies available to Erie in law and equity. Erie may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Erie, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Erie may deduct these costs from the Improvement Guarantee. Erie shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Erie, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Erie in law and equity and as provided for herein.

D. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Erie proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

E. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Erie, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Erie and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Erie or conformance with requirements imposed by Erie, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Erie of the construction work. Owner acknowledges that Erie's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

F. Recording Agreement

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

G. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Erie Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Erie and consent to such assignment by Erie as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk and Recorder of Boulder County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

H. Assignment, Delegation and Notice

Owner shall provide to the Erie Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Erie's consent, provided that the purchaser deposits with Erie all guaranties, security and sureties required under this Agreement. Until the Erie Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Erie will not unreasonably withhold, delay or condition its consent to assignment. Erie may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Erie's bargain under this Agreement may be materially and adversely impaired by such assignment.

I. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

J. Addresses for Notice

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

Erie:

Owner:

Town of Erie

Standard Pacific of Colorado, Inc.

Town Administrator
P.O. Box 750
Erie, CO 80516-0750

Giles Patterson, Division President
7800 East Dorado Place, Suite 220
Greenwood Village, CO 80111

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

Ted Gorab, Esq.
Davis & Ceriani, P.C.
1350 17th Street, Suite 400
Denver, Colorado 80202

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

K. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Erie shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

L. Approvals

Whenever approval or acceptance of a matter is required or requested of Erie pursuant to any provisions of the Agreement, Erie shall act reasonably in responding to such matter.

M. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

N. Title and Authority

Owner warrants to Erie that Standard Pacific of Colorado, Inc., is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

O. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

P. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

Q. Agreement Status After Final Acceptance

Upon Final Acceptance by Erie of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall terminate and no longer be in effect.

R. Enforceability

This Agreement is made only between the Owner and Erie, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBITS LIST

EXHIBIT A - COMPASS FILING NO. 1 FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT AND FEE IN LIEU SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – VERTICAL CURB LOCATION MAP

EXHIBIT F – LANDSCAPE MAINTENANCE MAP

EXHIBIT G – WATER DEDICATION SUMMARY

EXHIBIT H – AIRPORT DISCLOSURE

EXHIBIT I – LANDFILL DISCLOSURE

EXHIBIT A

Compass Filing No. 1 Final Plat

EXHIBIT B

Public Improvement Schedule

EXHIBIT B

Compass Neighborhood - Filing no. 1
Town of Erie, Colorado
Opinion of Probable Cost - Landscape and Site Improvements
January 27, 2015

Description	Size	Quantity	Unit	Unit Price	Total Price
General Conditions					
Mobilization		1	ls		\$58,000.00
Hardscape					
Crusher Fines Pathways		3,891	sf	\$2.00	\$7,782.00
Flagstone Pavers with Sand Bed (3" subgrade, 1" level pad, no edger)		509	sf	\$25.00	\$12,725.00
Landscape Boulders (1 ton 3x3x3)					
Granite		50	tn	\$275.00	\$13,750.00
Landscape Edger -Green 3/16" x 6"		5,458	lf	\$3.88	\$21,177.04
Site Amenities					
Picnic Tables		6	ea	\$3,680.00	\$22,080.00
Benches		5	ea	\$1,565.00	\$7,825.00
Trash Receptacles		3	ea	\$2,350.00	\$7,050.00
Bike Racks		2	ea	\$355.00	\$710.00
Pet Waste Stations		1	ea	\$952.50	\$952.50
BBQ Grill		2	ea	\$750.00	\$1,500.00
Landscape Materials					
Deciduous Trees	2" Caliper	83	ea	\$360.00	\$29,880.00
Deciduous Trees	2.5" Caliper	54	ea	\$465.00	\$25,110.00
Evergreen Trees	6' Height	36	ea	\$385.00	\$13,860.00
Ornamental Trees	1.5" Caliper	76	ea	\$325.00	\$24,700.00
Ornamental Trees	6' Clump	11	ea	\$325.00	\$3,575.00
Ornamental Trees	2" Caliper	16	ea	\$360.00	\$5,760.00
Deciduous Shrubs	#5 Container	3,368	ea	\$31.00	\$104,408.00
Evergreen Shrubs	#5 Container	133	ea	\$35.00	\$4,655.00
Evergreen Shrubs - Mugo	#5 Container	313	ea	\$75.00	\$23,475.00
Ornamental Grasses	#1 Container	3,030	ea	\$13.75	\$41,662.50
Perennials	#1 Container	2,660	ea	\$12.25	\$32,585.00
Perennials	2-1/4" Pots	5,180	ea	\$4.00	\$20,720.00
Kentucky Bluegrass Sod					
With Soil Preparation		130,754	sf	\$0.80	\$104,603.20
Temporary Native Seed					
With Soil Preparation		586,541	sf	\$0.18	\$105,577.38
Prairie Native Seed with Soil Preparation					
With Soil Preparation		174,517	sf	\$0.25	\$43,629.25
Moist Swale Seed with Soil Preparation					
With Soil Preparation		113,671	sf	\$0.25	\$28,417.75
Shredded Cedar Mulch Planting Bed					
With Soil Preparation, and Weed Barrier Fabric	3" Depth	76,837	sf	\$0.98	\$75,300.26
Irrigation					
Irrigation (Pop-ups, Rotors, Drip)		207,591	sf	\$1.25	\$259,488.75
Irrigation for Community Garden Boxes		54	ea	\$100.00	\$5,400.00
Temporary Irrigation (Native Areas)		288,188	sf	\$0.50	\$144,094.00
Fencing					
3 - Rail Fence with Wire Mesh	4' Height	3,565	lf	\$16.00	\$57,040.00
Open Rail Fence Column	4' Height	61	ea	\$2,000.00	\$122,000.00

Miscellaneous

Shade Shelter	1	ea	\$33,327.00	\$33,327.00
Columns	4	ea	\$2,000.00	\$8,000.00
Community Garden Large Box with Amended Soil	39	ea	\$300.00	\$11,700.00
Community Garden Small Box with Amended Soil	15	ea	\$135.00	\$2,025.00
Playground				
Stacked Timber Climber	1	ea	\$8,805.93	\$8,805.93
Small Fun Rock and Stump Climbers	1	ea	\$23,211.16	\$23,211.16
Arched Swing	1	ea	\$4,286.59	\$4,286.59
Nu-Edge Playground	1	ea	\$47,332.04	\$47,332.04
ADA Ramp	3	ea	\$1,000.00	\$3,000.00
Fibar System	3,102	sf	\$2.25	\$6,979.50
Drainage System	1	less		\$4,000.00
24" Concrete Wall	204	lf	\$30.00	\$6,120.00
Large Monument Structure Allowance	2	ea	\$32,000.00	\$64,000.00
Secondary Monument Structures Allowance	9	ea	\$8,450.00	\$76,050.00
			Subtotal	\$1,728,329.85
			15% - Contingency	\$259,249.48
			Grand Total	\$1,987,579.33

Qualifications:

1. Prices do not include applicable taxes.
2. Sod price includes soil preparation.
3. Native seed price includes soil preparation.
4. Cedar mulch planting bed price includes soil preparation and weed barrier fabric.
5. All monument structures are priced as an allowance, further exploration will need to be conducted to get a more final cost.

Exhibit B
Compass Filing No. 1

Engineer's Cost Estimate
for
Compass Residential
Based on Construction Documents

Prepared for:

Standard Pacific of Colorado Inc.
7800 E. Dorado Place, Suite 220
Greenwood Village, CO 80111

Prepared by:
Jansen Strawn Consulting Engineers
45 West 2nd Avenue
Denver, CO 80223

Public Improvement Costs:

TOTAL: \$6,857,950

Date Prepared:

August 26, 2014

MANY UNIT PRICES WERE PROVIDED BY STANDARD PACIFIC
ON 8/4/2014 BASED ON CONTRACTED BID AMOUNTS.
THIS ESTIMATE DOES NOT INCLUDE PERMIT COSTS.
ACTUAL COSTS OF MATERIAL AND CONSTRUCTION
MAY VARY BASED ON AVAILABILITY AND MEANS AND METHODS.
THE COST ESTIMATE IS BASED ON CONSTRUCTION DOCUMENTS
PREPARED BY JANSENSTRAWN CONSULTANTS. THE CONSTRUCTION DOCUMENTS
HAVE NOT BEEN APPROVED BY THE TOWN OF ERIE AT THE TIME
THIS ESTIMATE WAS PREPARED BY JANSENSTRAWN CONSULTING ENGINEERS

**ENGINEER'S COST ESTIMATE
COMPASS RESIDENTIAL SUBDIVISION**

FILING 1 ONSITE IMPROVEMENTS

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
<u>I. FILING 1 STREET IMPROVEMENTS</u>					
1001	6 INCH VERTICAL CURB WITH 2 FT. GUTTER	5,814	LF	\$ 12.00	\$ 69,768.00
1002	6 INCH MEDIAN CURB & GUTTER	1,230	LF	\$ 11.00	\$ 13,530.00
1003	4 INCH R/O CURB & GUTTER	12,250	LF	\$ 8.50	\$ 104,125.00
1005	5 FT. DETACHED WALK (6")	17,190	LF	\$ 14.00	\$ 240,660.00
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	44	EA	\$ 1,200.00	\$ 52,800.00
1011	MID-BLOCK HCR'S	12	EA	\$ 500.00	\$ 6,000.00
1012	TRUNCATED DOMES	56	EA	\$ 100.00	\$ 5,600.00
1013	8 FT. CROSSPANS	2	EA	\$ 2,000.00	\$ 4,000.00
1017	FULL DEPTH ASPHALT (5" est.)	57,050	SY	\$ 20.00	\$ 1,141,000.00
1020	SUBGRADE PREP W/ CLASS 6 ROAD BASE (12" est.)	57,050	SY	\$ 1.60	\$ 91,280.00
1030	ASPHALT VARIABLE ROTOMILL (2" AVG.)	45,500	SY	\$ 2.00	\$ 91,000.00
1033	ASPHALT OVERLAY (est. 2")	45,500	SY	\$ 6.00	\$ 273,000.00
1021	SIGNAGE	27	EA	\$ 275.00	\$ 7,425.00
1022	STRIPING, THERMOPLASTIC PER CITY	400	LF	\$ 3.25	\$ 1,300.00
1027	STREET LIGHTING	31	EA	\$ 2,500.00	\$ 77,500.00
1037	GUARD RAIL	6	LF	\$ 30.00	\$ 180.00
1007	8 FT. DETACHED WALK (6")	7,720	LF	\$ 24.00	\$ 185,280.00
1037	GUARD RAIL	600	LF	\$ 30.00	\$ 18,000.00
1026	1/4 of INTERSECTION STOP LIGHT UPGRADE	4	EA	\$ 45,000.00	\$ 180,000.00
SUBTOTAL I					\$ 2,562,448.00

II. FILING 1 STORM SEWER IMPROVEMENTS

2011	18" RCP STORM SEWER	574	LF	\$ 56.00	\$ 32,144.00
2010	24" RCP STORM SEWER	652	LF	\$ 67.00	\$ 43,684.00
2009	30" RCP STORM SEWER	508	LF	\$ 76.00	\$ 38,608.00
2008a	33" RCP STORM SEWER	160	LF	\$ 80.00	\$ 12,800.00
2008	36" RCP STORM SEWER	943	LF	\$ 92.00	\$ 86,756.00
2007	42" RCP STORM SEWER	160	LF	\$ 113.00	\$ 18,080.00
2006	48" RCP STORM SEWER	741	LF	\$ 142.00	\$ 105,222.00
2005	54" RCP STORM SEWER	1579	LF	\$ 182.00	\$ 287,378.00
2004	60" RCP STORM SEWER	368	LF	\$ 219.00	\$ 80,592.00
2003	66" RCP STORM SEWER	883	LF	\$ 245.00	\$ 216,335.00
2002	72" RCP STORM SEWER	63	LF	\$ 288.00	\$ 18,144.00
2021	18" RCP FLARED END SECTION	2	EA	\$ 1,100.00	\$ 2,200.00
2017	42" RCP FLARED END SECTION	1	EA	\$ 1,400.00	\$ 1,400.00
2014	60" RCP FLARED END SECTION	1	EA	\$ 2,000.00	\$ 2,000.00
2012	8" PVC DEWATERING PIPING	1360	LF	\$ 15.00	\$ 20,400.00
2023	CDOT TYPE "D" INLET	6	EA	\$ 5,970.00	\$ 35,820.00
2022	CUSTOM INLETS	1	EA	\$ 8,000.00	\$ 8,000.00
2024	15' TYPE "R" INLET	9	EA	\$ 9,100.00	\$ 81,900.00

**ENGINEER'S COST ESTIMATE
COMPASS RESIDENTIAL SUBDIVISION**

FILING 1 ONSITE IMPROVEMENTS

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
2025	10' TYPE "R" INLET	12	EA	\$ 7,100.00	\$ 85,200.00
2026	5' TYPE "R" INLET	5	EA	\$ 4,200.00	\$ 21,000.00
2027	STORM BOX JUNCTION STRUCTURE	9	EA	\$ 7,050.00	\$ 63,450.00
2028	6' DIAM. STORM MANHOLE	5	EA	\$ 5,200.00	\$ 26,000.00
2029	5' DIAM. STORM MANHOLE	8	EA	\$ 4,400.00	\$ 35,200.00
2030	4' DIAM. STORM MANHOLE	5	EA	\$ 3,600.00	\$ 18,000.00
2031	CONCRETE TRICKLE CHANNEL	2952	LF	\$ 8.00	\$ 23,616.00
2033	TYPE M RIP-RAP	500	CY	\$ 90.00	\$ 45,000.00
2045	TYPE "VH" RIPRAP	400	CY	\$ 120.00	\$ 48,000.00
2040	CUSTOM FOREBAY/MICROPOOL	3	EA	\$ 3,500.00	\$ 10,500.00
2050	DRAINAGE DITCH	1227	LF	\$ 4.00	\$ 4,908.00
2051	POND ACCESS DRIVE (CLASS 6 ROADBASE)	2181	SF	\$ 2.50	\$ 5,452.50
2046	TRASHRACK	6	EA	\$ 500.00	\$ 3,000.00
2036	HAND/SAFETY RAIL	200	LF	\$ 100.00	\$ 20,000.00
2052	CONCRETE HEADWALL/WINGWALLS INLET	1	EA	\$ 5,000.00	\$ 5,000.00
2053	HEADWALL INLET	2	EA	\$ 4,000.00	\$ 8,000.00
SUBTOTAL II					\$ 1,513,789.50

III. FILING 1 SANITARY SEWER IMPROVEMENTS

3000	4" PVC UNDER DRAIN	20,952	LF	\$ 16.00	\$ 335,232.00
3001	UNDER DRAIN CLEANOUT	55	EA	\$ 250.00	\$ 13,750.00
3009	12" PVC	952	LF	\$ 45.00	\$ 42,840.00
3012	SEWER SERVICE	152	EA	\$ 1,000.00	\$ 152,000.00
3002	8" PVC	8800	LF	\$ 36.00	\$ 316,800.00
3003	8" PLUG	5	EA	\$ 300.00	\$ 1,500.00
3004	4' DIAM. SANITARY MANHOLE 12 FT CUT	37	EA	\$ 3,000.00	\$ 111,000.00
3015	TESTING	29752	LF	\$ 1.70	\$ 50,578.40
3018	CONNECT TO EXISTING	1	LS	\$ 1,500.00	\$ 1,500.00
SUBTOTAL III					\$ 1,025,200.40

IV. FILING 1 WATER SYSTEM IMPROVEMENTS

4003	STD. FIRE HYDRANT ASSEMBLY	14	EA	\$ 4,900.00	\$ 68,600.00
4027	8" x 6" TEE	13	EA	\$ 400.00	\$ 5,200.00
4005	WATER SERVICE W/ METER PIT	152	EA	\$ 1,200.00	\$ 182,400.00
4006	8" WATERLINE	7230	LF	\$ 22.00	\$ 159,060.00
4018	8" GATE VALVE	47	EA	\$ 1,600.00	\$ 75,200.00
4025	8" x 8" TEE	7	EA	\$ 430.00	\$ 3,010.00
4026	8" x 8" CROSS	1	EA	\$ 474.00	\$ 474.00
4020	8" PLUG w/ B.O.	5	EA	\$ 1,600.00	\$ 8,000.00
4028	12"x8" REDUCER	5	EA	\$ 340.00	\$ 1,700.00

**ENGINEER'S COST ESTIMATE
COMPASS RESIDENTIAL SUBDIVISION**

FILING 1 ONSITE IMPROVEMENTS

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
4007	12" WATERLINE	3155	LF	\$ 34.00	\$ 107,270.00
4010	12" PLUG w/B.O.	1	EA	\$ 2,900.00	\$ 2,900.00
4023	12" GATE VALVE	11	EA	\$ 2,800.00	\$ 30,800.00
4024	12" x 8" TEE	1	EA	\$ 609.00	\$ 609.00
4031	12" x 12" CROSS or TEE	3	EA	\$ 900.00	\$ 2,700.00
4031a	16" x 12" TEE	2	EA	\$ 1,300.00	\$ 2,600.00
4002	12" x 6" TEE	1	EA	\$ 600.00	\$ 600.00
4008	16" WATERLINE	2671	LF	\$ 47.00	\$ 125,537.00
4009	20" WATERLINE	27	LF	\$ 90.00	\$ 2,430.00
4009a	24" WATERLINE	67	LF	\$ 102.00	\$ 6,834.00
4033	16" BUTTERFLY VALVE	9	EA	\$ 3,000.00	\$ 27,000.00
4033a	20" BUTTERFLY VALVE	1	EA	\$ 6,000.00	\$ 6,000.00
4033b	24" BUTTERFLY VALVE	1	EA	\$ 6,200.00	\$ 6,200.00
4012	24" PLUG w/B.O.	1	EA	\$ 2,600.00	\$ 2,600.00
4013	24" PLUG	1	EA	\$ 800.00	\$ 800.00
4029	24"x16" REDUCER	1	EA	\$ 890.00	\$ 890.00
4029b	16"x14" REDUCER	1	EA	\$ 500.00	\$ 500.00
4029a	20"x16" REDUCER	1	EA	\$ 1,100.00	\$ 1,100.00
4030	20"x14" REDUCER	1	EA	\$ 1,000.00	\$ 1,000.00
4032	20" x 24" CROSS	1	EA	\$ 4,100.00	\$ 4,100.00
4014	11 1/4 Degree Bend w/ K.B.	5	EA	\$ 280.00	\$ 1,400.00
4015	22 1/2 Degree Bend w/ K.B.	1	EA	\$ 288.00	\$ 288.00
4016	45 Degree Bend w/ K.B.	9	EA	\$ 290.00	\$ 2,610.00
4021	12" AIR RELEASE VALVE	2	EA	\$ 3,800.00	\$ 7,600.00
4022	CONNECT TO EXISTING 12" WATERLINE	2	EA	\$ 1,800.00	\$ 3,600.00
4035	TESTING	10385	LF	\$ 1.00	\$ 10,385.00
SUBTOTAL IV					\$ 861,997.00

SUMMARY

I. FILING 1 STREET IMPROVEMENTS	\$ 2,562,448.00
II. FILING 1 STORM SEWER IMPROVEMENTS	\$ 1,513,789.50
III. FILING 1 SANITARY SEWER IMPROVEMENTS	\$ 1,025,200.40
IV. FILING 1 WATER SYSTEM IMPROVEMENTS	\$ 861,997.00
15% CONTINGENCY	\$ 894,515.24

FILING 1 ONSITE IMPROVEMENTS TOTAL

\$ 6,857,950.14

EXHIBIT B

Compass Neighborhood - Filing no. 1
Town of Erie, Colorado
Opinion of Probable Cost - Landscape and Site Improvements
January 21, 2015

Description	Size	Quantity	Unit	Unit Price	Total Price
General Conditions					
Mobilization		1	ls		\$58,000.00
Hardscape					
Crusher Fines Pathways		3,891	sf	\$2.00	\$7,782.00
Flagstone Pavers with Sand Bed (3" subgrade, 1" level pad, no edger)		509	sf	\$25.00	\$12,725.00
Landscape Boulders (1 ton 3x3x3) Granite		50	tn	\$275.00	\$13,750.00
Landscape Edger -Green 3/16" x 6"		5,458	lf	\$3.50	\$19,103.00
Site Amenities					
Picnic Tables		6	ea	\$3,680.00	\$22,080.00
Benches		5	ea	\$1,565.00	\$7,825.00
Trash Receptacles		3	ea	\$2,350.00	\$7,050.00
Bike Racks		2	ea	\$355.00	\$710.00
Pet Waste Stations		1	ea	\$952.50	\$952.50
BBQ Grill		2	ea	\$750.00	\$1,500.00
Landscape Materials					
Deciduous Trees	2" Caliper	83	ea	\$360.00	\$29,880.00
Deciduous Trees	2.5" Caliper	54	ea	\$465.00	\$25,110.00
Evergreen Trees	6' Height	36	ea	\$385.00	\$13,860.00
Ornamental Trees	1.5" Caliper	76	ea	\$325.00	\$24,700.00
Ornamental Trees	8' Clump	11	ea	\$325.00	\$3,575.00
Ornamental Trees	2" Caliper	16	ea	\$360.00	\$5,760.00
Deciduous Shrubs	#5 Container	3,368	ea	\$31.00	\$104,408.00
Evergreen Shrubs	#5 Container	446	ea	\$35.00	\$15,610.00
Ornamental Grasses	#1 Container	3,030	ea	\$13.75	\$41,662.50
Perennials	#1 Container	2,660	ea	\$12.25	\$32,585.00
Perennials	2-1/4" Pots	5,180	ea	\$4.00	\$20,720.00
Kentucky Bluegrass Sod					
With Soil Preparation		130,754	sf	\$0.65	\$84,990.10
Temporary Native Seed					
With Soil Preparation		586,541	sf	\$0.18	\$105,577.38
Prairie Native Seed with Soil Preparation					
With Soil Preparation		174,517	sf	\$0.25	\$43,629.25
Moist Swale Seed with Soil Preparation					
With Soil Preparation		113,671	sf	\$0.25	\$28,417.75
Shredded Cedar Mulch Planting Bed					
With Soil Preparation, and Weed Barrier Fabric	3" Depth	76,837	sf	\$0.98	\$75,300.26
Irrigation					
Irrigation (Pop-ups, Rotors, Drip)		207,591	sf	\$1.25	\$259,488.75
Irrigation for Community Garden Boxes		54	ea	\$100.00	\$5,400.00
Temporaray Irrigation (Native Areas)		288,188	sf	\$0.38	\$109,511.44
Fencing					
3 - Rail Fence with Wire Mesh	4' Height	3,565	lf	\$16.00	\$57,040.00
Open Rail Fence Column	4' Height	61	ea	\$2,000.00	\$122,000.00

Miscellaneous				
Shade Shelter	1	ea	\$33,327.00	\$33,327.00
Columns	4	ea	\$2,000.00	\$8,000.00
Community Garden Large Box with Ammended Soil	39	ea	\$300.00	\$11,700.00
Community Garden Small Box with Ammended Soil	15	ea	\$135.00	\$2,025.00
Playground				
Stacked Timber Climber	1	ea	\$8,805.93	\$8,805.93
Small Fun Rock and Stump Climbers	1	ea	\$23,211.16	\$23,211.16
Arched Swing	1	ea	\$4,286.59	\$4,286.59
Nu-Edge Playground	1	ea	\$47,332.04	\$47,332.04
ADA Ramp	3	ea	\$1,000.00	\$3,000.00
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24" Concrete Wall	204	lf	\$30.00	\$6,120.00
Large Monument Structure Allowance	2	ea	\$32,000.00	\$64,000.00
Secondary Monument Structures Allowance	9	ea	\$8,450.00	\$76,050.00
			Subtotal	\$1,659,540.15
			15% - Contingency	\$248,931.02
			Grand Total	\$1,908,471.17

Qualifications:

1. Prices do not include applicable taxes.
2. Sod price includes soil preparation.
3. Native seed price includes soil preparation.
4. Cedar mulch planting bed price includes soil preparation and weed barrier fabric.
5. All monument structures are priced as an allowance, further exploration will need to be conducted to get a more final cost.

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Reimbursements due Owner:

1. Owner may be reimbursed up to seventy five percent (75%) of the cost of the mast arm traffic signal at County Line Road and Arapahoe Road from the adjacent properties at the intersection pursuant with Section IX.A.3 of this agreement.
2. Owner may be reimbursed the incremental cost of the sanitary sewer outfall line from Sewer Benefited Properties pursuant with Section IX.K.4 of this agreement.
3. Owner may be reimbursed the incremental oversizing costs of the 96 inch storm sewer outfall line from benefited properties pursuant with Section IX.L of this agreement.
4. Owner shall be reimbursed the actual incremental cost, but not to exceed seventy thousand three-hundred thirty four & 00/100 Dollars (\$70,334.00), for the oversizing of the 16 inch water line in County Line Road pursuant with Section IX.J of this agreement. The Town will make payment of said amount within 60 days of either issuance of the 76th building permit or January 1st, 2016, whichever occurs latest.
5. Owner shall be reimburse the actual cost, but not to exceed ninety one thousand six-hundred twenty & 00/100 (\$91,620.00) for the construction of a four foot (4') bike lane on the south side of Arapahoe Road pursuant to Section IX.A.1 of this agreement. The Town will make payment of said amount within 60 days of either issuance of the 110th building permit or January 1st, 2016, whichever occurs latest.

Reimbursements due Erie:

1. The Town shall collect from Owner, prior to recordation of this Agreement, eight thousand two-hundred thirty nine & 92/100 Dollars (\$8,239.92) as reimbursement for 152 lots (\$ 54.21 per lot) within the Compass Filing No. 1 subdivision connecting to the Coal Creek Sanitary Sewer Interceptor line that the Town constructed.
2. The Town shall collect from Owner, prior to recordation of this Agreement, sixty-two thousand three-hundred twenty & No/100 Dollars (\$62,320.00) as reimbursement for 152 lots (\$410.00 per lot) within the Compass Filing No. 1 subdivision connecting to the North Water Reclamation Facility Interceptor line that the Town constructed.

Reimbursements due Others:

1. Owner shall pay the Vista Ridge Metropolitan District, prior to recordation of the Agreement, thirty three thousand six-hundred nineteen & 36/100 Dollars (\$33,619.36) as reimbursement for 152 lots (\$222.18 per lot) within the Compass Filing No. 1 subdivision connecting to the Upper Coal Creek Interceptor line that the District constructed.

Fee In Lieu due Erie:

1. Erie shall collect from Owner, prior to recordation of this Agreement, three-hundred thirty-one thousand one hundred nineteen & 80/100 Dollars (\$331,192.80) as fee in lieu of land dedication for 7.2 acres of open space.

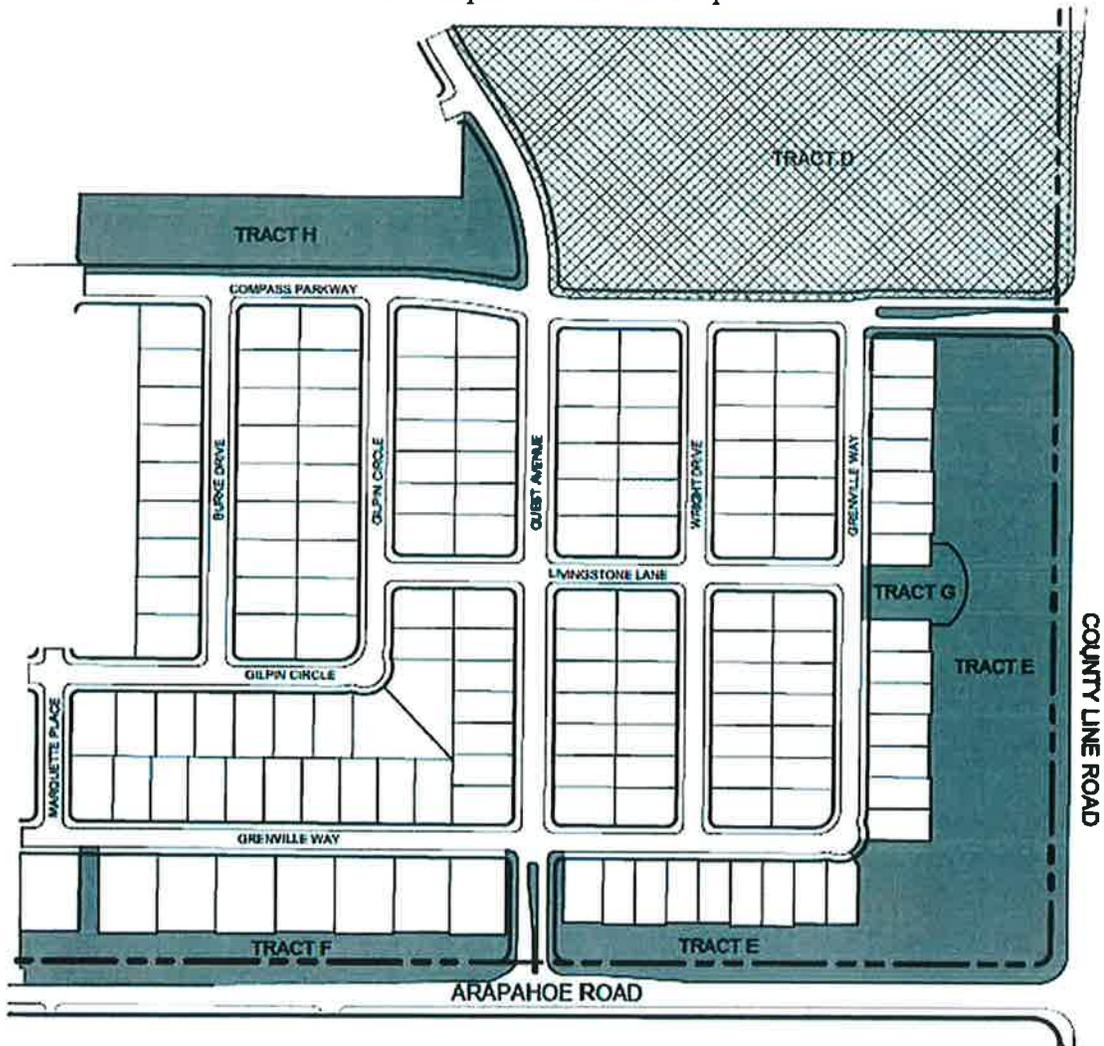
EXHIBIT D

Phasing Plan

The Development shall be constructed in one phase.

EXHIBIT G

Landscape Maintenance Map



LEGEND:

<u>SYMBOL</u>	<u>DESCRIPTION</u>
	MAINTAINED BY TOWN OF ERIE
	MAINTAINED BY HOA

NOTES:

1. MAINTENANCE OF PRIVATE LOTS AND ADJOINING RIGHT-OF-WAY IS THE RESPONSIBILITY OF THE HOMEOWNER.

Compass - Filing 1
Maintenance Exhibit

EXHIBIT H

Airport Disclosure

The undersigned, being the purchasers identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, Compass Filing No. 1, Town of Erie, County of Boulder, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller’s agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is located in close proximity to the Erie Municipal Tri-County Airport; the Parkland Estates private landing strip. Purchaser further acknowledges that the home is encumbered by an Avigation Easement and will be subject to over flights by aircraft to and from the Airport. Purchaser is advised to review the Avigation Easement document, a copy of which is attached hereto. Purchaser acknowledges that the Town of Erie and the Seller will have no responsibility of liability for any claims or causes of action, either in law or in equity, resulting from any noise or damage to a person or property occurring from over flights to and from the Airport or the rights and obligations described in the Avigation Easement.

IN WITNESS WHEREOF, the undersigned has/have executed this Airport Disclosure this ____ day of _____, 20____.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT: **CONSENT - RESOLUTION**
Resolution 15-27: A Resolution Adopting The Seventh Amendment To The Intergovernmental Agreement For Collection Of County Use Tax Between Boulder County And The Town Of Erie

DEPARTMENT: Finance

PRESENTER: Steve Felten, Finance Director

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 <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Staff recommends approval of Resolution 15-27

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie and Boulder County entered into an Intergovernmental Agreement (IGA) for the Town to collect use tax for Boulder County in February 1996. In the IGA, the Town agrees to collect, administer and enforce countywide use taxes. This is the Seventh Amendment to this IGA. This amendment revises the rate of collection of use taxes for Boulder County. Under this seventh amendment, the Town shall collect countywide use tax of 0.985%. (Prior use tax was 0.80%)

Staff Review:

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

Approved by:


A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-27
- b. Boulder County Letter
- c. Seventh Amendment to Intergovernmental Agreement

RESOLUTION NO. 15-27

A RESOLUTION ADOPTING THE SEVENTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR COLLECTION OF COUNTY USE TAX BETWEEN BOULDER COUNTY AND THE TOWN OF ERIE

WHEREAS, the Town of Erie adopted an intergovernmental agreement (IGA) with Boulder County to authorize collection of Use Tax on February 26, 1996; and

WHEREAS, the IGA has been amended on five previous occasions; and

WHEREAS, the IGA allows the Town of Erie to collect, administer, and enforce countywide use taxes; and

WHEREAS, Boulder County voters have approved Ballot Issue 1A in 2014 for an additional sales and use tax for flood recovery costs; and

WHEREAS, the Board desires to amend the IGA to include the Resolution approved by Boulder County.

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

Section 1. The Seventh Amendment to the Intergovernmental Agreement For Collection Of County Use Tax Between Boulder County And The Town of Erie is hereby approved.

Section 2. The appropriate Town representatives are authorized to sign said IGA.

Section 3. Staff is hereby directed to implement the collection, administration and enforcement of countywide use taxes as identified in the attached agreement.

ADOPTED AND APPROVED THIS 10TH DAY OF FEBRUARY, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

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



Office of the County Attorney

Phone: 303.441.3190 · Fax: 303.441.4794 · Email: ca@bouldercounty.org
Mailing Address: Post Office Box 471 · Boulder, Colorado 80306 · www.bouldercounty.org

January 26, 2015

Town of Erie
Attn: Nancy Parker, Town Clerk
P. O. Box 750
Lyons, CO 80516

RE: Seventh Amendment to Use Tax Collection IGA

Dear Ms. Parker:

Enclosed please find two originals of the Seventh Amendment to the Intergovernmental Agreement for Collection of County Use Tax Between Boulder County and the Town of Erie. The amended IGA is based on voter approval of Ballot Issue 1A in 2014 for an additional sales and use tax for flood recovery costs. Please place the IGA on the earliest possible Board of Trustees' agenda and after execution, return one original to me.

I appreciate your help in this matter. Please call me at 441-3863 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "CD Williams".

Caroline D. Williams
Senior Paralegal to
Mark Doherty
Assistant County Attorney

Enc.

**SEVENTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR COLLECTION OF COUNTY USE TAX BETWEEN
BOULDER COUNTY AND THE TOWN OF ERIE**

This Amendment is effective as of January 1, 2015, between the County of Boulder, Colorado ("Boulder County"), and the Town of Erie, Colorado, a home-rule municipality, (the "Town") and, together, the "Parties".

RECITALS

- A. Boulder County and the Town have entered into an Intergovernmental Agreement for Collection of County Use Taxes between Boulder County and the Town of Erie dated January 16, 1996 (Boulder County Use Tax IGA), as previously amended, under which the Town collects for Boulder County tax on the privilege of using or consuming in Boulder County any construction and building materials purchased at retail;
- B. Pursuant to Resolution No. 99-111 and Section 29-2-101, et seq., C.R.S., Boulder County enacted an extension of the countywide use tax of one-quarter of one percent (0.25%), extending its imposition through December 31, 2019; and
- C. Pursuant to Resolution No. 2003-92 and Resolution No. 2008-88, and Section 29-2-101, et seq., C.R.S., Boulder County enacted an extension of a countywide use tax of one-twentieth of one percent (0.05%), extending its imposition through December 31, 2018; and
- D. Pursuant to Resolution No. 2000-113 and Resolution No. 2007-80, and Section 29-2-101, et seq., C.R.S., Boulder County enacted an extension of the countywide use tax of one-tenth of one percent (0.10%), effective January 1, 2010, and extending its imposition through December 31, 2029; and
- E. Pursuant to Resolution No. 2004-86, as revised by Resolution No. 2004-102, and Section 29-2-101, et seq., C.R.S., Boulder County enacted imposition of a countywide use tax of one-tenth of one percent (0.10%) effective January 1, 2005 through December 31, 2024 with 0.05% expiring on that date and 0.05% remaining in perpetuity; and
- F. Pursuant to Resolution No. 2001-128 and Resolution No. 2007-79, and Section 29-2-101, et seq., C.R.S., Boulder County enacted an extension of a countywide use tax of one-tenth of one percent (0.10%) effective July 1, 2009 through June 30, 2024; and
- G. Pursuant to Resolution No. 2003-91 and Section 29-2-101, et seq., C.R.S., Boulder County enacted imposition of a countywide use tax of one-twentieth of one percent (0.05%) effective January 1, 2005 in perpetuity; and
- H. Pursuant to Resolution No. 2010-93 and Section 29-2-101, et seq., C.R.S., Boulder County enacted imposition of a countywide use tax of one-fifteenth of one percent (0.15%) effective January 1, 2011 through December 31, 2030; and

- I. Pursuant to Resolution No. 2014-66 and Section 29-2-101, et seq., C.R.S., Boulder County enacted imposition of a countywide use tax of eighteen and one-half hundredths of one percent (0.185%) effective January 1, 2015 through December 31, 2019.
- J. In order to implement these extensions of the use tax collection, Boulder County and the City desire to amend the existing County Use Tax IGA as previously amended.

AGREEMENT

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

1. All of the terms and conditions of Boulder County Use Tax IGA not amended herein shall remain in full force and effect and shall apply to collection of the countywide use tax described herein.
2. The Town of Erie agrees to collect, administer and enforce the countywide use taxes in the total amounts set forth herein for the periods set forth herein, in accordance with and pursuant to County Resolutions Nos. 93-174, 94-162, 99-111, 2000-113, 2001-128, 2003-91, 2003-92, 2004-86 (as revised by 2004-102), 2007-79, 2007-80, 2008-88, 2010-93 and 2014-66 and Sections 29-2-101, et seq., C.R.S., as amended, and the provisions of the Town of Erie Sales and Use Tax Ordinance, which are not inconsistent with the aforementioned Resolutions and state statutes.
3. The collection of the 0.25% tax, pursuant to Resolution Nos. 93-174 and 99-111, shall continue through 2019 and shall terminate December 31, 2019, unless sooner terminated as provided for herein.
4. The collection of the 0.05% tax, pursuant to Resolution Nos. 2003-92 and 2008-88, shall continue through 2018 and shall terminate December 31, 2018, unless sooner terminated as provided for herein.
5. The collection of the 0.10% tax, pursuant to Resolution Nos. 2001-128 and 2007-79, shall continue to and including June 30, 2024, and shall terminate June 30, 2024, unless sooner terminated as provided for herein.
6. The collection of the 0.10% tax, pursuant to Resolution No. 2004-86, as revised by Resolution No. 2004-102, shall continue through 2024 and shall terminate December 31, 2024, with 0.05% expiring on that date and 0.05% remaining in perpetuity, unless sooner terminated as provided for herein.
7. The collection of the 0.10% tax, pursuant to Resolution Nos. 2000-113 and 2007-80, shall continue through 2029 and shall terminate December 31, 2029, unless sooner terminated as provided for herein.

8. The collection of the 0.05% tax, pursuant to Resolution No. 2003-91, shall continue in perpetuity, unless sooner terminated as provided for herein.
9. The collection of the 0.15% tax pursuant to Resolution No. 2010-93, shall commence on January 1, 2011 and continue through 2030 and shall terminate December 31, 2030, unless sooner terminated as provided for herein.
10. The collection of the 0.185% tax pursuant to Resolution No. 2014-66 shall commence on January 1, 2015 and continue through 2019 and shall terminate December 31, 2019, unless sooner terminated as provided for herein.
11. Under the foregoing provisions, the Town of Erie shall collect countywide use tax in the amount of 0.985%.
12. This Amendment may be executed in several counterparts, all of which when taken together shall constitute this instrument, notwithstanding that all parties have not signed the same counterpart.

BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY, COLORADO

By: _____
Deb Gardner, Chair

ATTEST:

Clerk to the Board

TOWN OF ERIE, COLORADO

By: _____
Tina Harris, Mayor

ATTEST:

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT: PRESENTATION: Star Award: Special Thanks and Recognition

DEPARTMENT: Administration/Human Resources

PRESENTER: Jan Sloat, Human Resources Manager

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

STAFF NA
RECOMMENDATION:

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Summary: This evening, we would like to recognize Detective Dan Niemoth as a Town of Erie STAR Award recipient. Officer Niemoth is being recognized for demonstrating exceptional service and performance for work completed on behalf of the Town and its residents. Officer Niemoth is receiving the STAR award for Outstanding Achievement.

Throughout 2014, Detective Dan Niemoth performed his role in an exemplary manner. Although he was a new detective with less than a year of investigatory experience, Detective Niemoth performed much like a seasoned veteran as evident in these resolved cases.

In early 2014, Detective Niemoth was assigned to investigate the Erie High School Threats Case in which threats were made to conduct violence on school property. Detective Niemoth was able to identify those responsible for the threats quickly, without incident and arrests were made.

In May, he was assigned to follow-up on a vehicle trespass and subsequent forgery case. His investigation and ultimate arrest of three individuals resolved several other cases including mail theft and forgeries in other jurisdictions.

This past summer an incident was reported where someone set fire to the playground equipment at Black Rock Elementary causing approximately \$50,000 - \$80,000 worth of damage. Detective Niemoth worked tirelessly on this case and following a hunch, obtained confessions from two juvenile males who implicated another juvenile and young adult. All four suspects were taken into custody and charged.

In the latter part of July, a robbery occurred at the Safeway Pharmacy. In less than 26 hours, Detective Niemoth positively identified the suspect and had him in custody.

And finally for the purpose of this report, Detective Niemoth was assigned a burglary series case at Collier's Hill in which thousands of dollars in damage occurred. Thanks to Detective Niemoth's tenacity those responsible for the damage were identified and arrested.

Detective Niemoth's work is truly exceptional. He is a dedicated professional who along with his fellow officer keeps Erie safe. It is only fitting that we recognize him publicly for his efforts.

Background: The STAR Award has been created to recognize and express appreciation for services rendered by Town employees who demonstrate exceptional service and/or performance in one or more of the following categories:

- Customer Service: Exceeds customer service standards when serving the citizens and guests of the Town of Erie.
- Safety: Recognizing employees for providing exceptional care and service while administering first aid and/or support until professional services arrive.
- Creativity: One-time innovation or creation that results in time/dollar savings, revenue enhancement, and productivity improvement; and/or ongoing innovative activities that benefits the Town of Erie.
- Teamwork: Acting as an exceptionally effective and cooperative team member or team leader for a group that has significantly exceeded the goals and objectives of the department or unit.
- Outstanding Achievement: Awarded to the team member(s) who go above and beyond the realistic requirements or goals of their position.

Recipients of the STAR Award are recognized at regularly scheduled Town Board meetings by the Mayor and Board of Trustees and are presented with the STAR Award and a Town inspired t-shirt. Recipients of this awarded will also have their name added to the STAR Award plaque hanging in the Board Room at Town Hall.

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. Town of Erie Special Thanks and Recognition - STAR Award



Town of Erie | Special Thanks And Recognition (STAR) Award

The STAR Award has been created to recognize and express appreciation for services rendered by Town employees who demonstrate exceptional service and/or performance in one or more of the following categories:

- **Customer Service:** Exceeds customer service standards when serving the citizens and guests of the Town of Erie.
- **Safety:** Recognizing employees for providing exceptional care and service while administering first aid and/or support until professional services arrive.
- **Creativity:** One-time innovation or creation that results in time/dollar savings, revenue enhancement, and productivity improvement; and/or ongoing innovative activities that benefits the Town of Erie.
- **Teamwork:** Acting as an exceptionally effective and cooperative team member or team leader for a group that has significantly exceeded the goals and objectives of the department or unit.
- **Outstanding Achievement:** Awarded to the team member(s) who go above and beyond the realistic requirements or goals of their position.

To nominate an employee for consideration of the STAR Award you must submit your request in writing identifying the circumstance for the recommendation. Recipients of this award should demonstrate exceptional service and/or performance in one of the aforementioned categories.

Selected recipients of this award will be recognized at a regularly scheduled Town Board meeting by the Mayor and Board of Trustees and be presented with the STAR Award and a limited edition Town inspired t-shirt. Employees awarded the STAR Award will also have their name added to the STAR Award Recipients plaque that will be located in the Board Room at Town Hall.

Recipients will be informed of their selection by means of a congratulatory email and letter inviting them to the next practicable Board meeting for this honor. We encourage recipients to invite family and friends as we recognize their achievement.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT:

RESOLUTION: Resolution 15-11; A Resolution of the Board of Trustees Approving an Artwork Purchase Agreement with the National Sculptor's Guild for the Historic Downtown Erie Public Art Project in the Amount of \$40,600.00, Authorizing and Directing the Appropriate Town Officers to Sign Said Agreement; and Setting Forth Details Thereto.

DEPARTMENT:

Administration/Board of Trustees

PRESENTER:

Fred Diehl, Assistant to the Town Administrator/Trustee Scott Charles

FISCAL

Cost as Recommended: \$40,600.00

INFORMATION:

Balance Available: \$40,686.61

Budget Line Item Number: 100 . 00 . 000 . 205100 .

New Appropriation Required: Yes No

STAFF

RECOMMENDATION:

Board approval of Resolution 15-11 approving the Artwork Purchase Agreement with the National Sculptor's Guild.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

SUMMARY: On Thursday, January 22, 2015, the Historic Downtown Erie Art in Public Places Ad Hoc Committee selected "Spirit" by artist Denny Haskew as the preferred sculptural artwork to be commissioned for installation in the town-owned landscaped right of way at 554 Briggs Street. The attached Artwork Purchase Agreement is between the Town of Erie and the National Sculptor's Guild as they will work directly with Mr. Haskew to manage the fabrication, casting, finishing and installation of the artwork.

ARTIST'S APPROACH: The artwork is a multifaceted sculpture consisting of monolithic sandstone pillars at varied heights with a horse emerging from the tallest stone. This sculpture placement will utilize and enliven a large portion of the site. The artwork will be installed in the town-owned landscaped right of way at 554 Briggs Street. The two monolithic stones placed on site will range from 2ft. to 10ft in height. The 10 foot stone will have a cast bronze sculpted horse attached to the one side at an approachable height. The horse will face southeast toward the street. A 2-foot by 3-foot rough-cut stone ideal for reflective seating will be placed across from the sculpture. At the Town's request, the tall stone will be etched with words on the opposite side from the horse. Thematically these words will tie into the Spirit of the West and reflect upon the Town's quality of life. The artist has invited the Ad Hoc Committee to be involved in the selection of the patinas which at the time of the execution of this agreement will include "charcoal" for the horses head and "black" for the horses mane.

RFQ BACKGROUND: On August 12, 2014, the Board of Trustees approved Resolution 14-83, a resolution supporting the issuance of an RFQ for the Historic Downtown Erie Public Art Project. This one-time project is funded through the generous donation of the Dr. C. W. Bixler Family Foundation. The project makes funds available to commission an artist to create sculptural artwork that will have a welcoming visual impact and enhance the Downtown Erie guest experience. Resolution 14-83 also approved the appointment of a special purpose ad hoc committee to review responses to the RFQ and make a recommendation to the Board of Trustees. The ad hoc committee consists of: 1 Trustee (non-voting), 1 member of the Arts Coalition of Erie, 1 member of the Erie Chamber of Commerce, 2 Historic Downtown business owners and 1 member of the Historic Preservation Board.

Staff elicited professional assistance for the development of the RFQ from Suzanne Janssen the Cultural Arts Coordinator with the City of Louisville. Prior to Louisville, Suzanne was the Public Art/Business Services Manager at City of Loveland.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

The following is the schedule of events for the RFQ process:

Request for Qualifications Available	August 15, 2014
RFQs Due	3:00 PM MST September 12, 2014
Ad Hoc Committee Mtg.	October 16, 2014
RFQ Review of 12 Submittals	October 21, 2014
Interview 5 Semi-Finalists	November 17, 2014
Presentations from 3 Semi-Finalists	January 22, 2015
Committee Recommendation to Trustees	February 10, 2015

BACKGROUND: In 1999, the Dr. C. W. Bixler Family Foundation made a contribution of \$10,000 to the Town to assist with the cost of the Erie Memorial Statue. Additionally, in 2000 and 2001, the Dr. C. W. Bixler Family Foundation made grant contributions to the Town of Erie totaling \$115,000 to be used for art in public places specifically in the "Erie Village neighborhood" and the "Old Town neighborhood". In 2001, the Town released approximately \$1,200 for the framing of the original Town of Erie Plat. In 2011, the Board approved releasing funds for the reimbursement of expenditures by the Erie Village HOA for art in public places in an amount not to exceed \$85,000. The Erie Village project was completed. Staff has spoken with the representative of the Dr. C. W. Bixler Family Foundation and the foundation is supportive of moving forward with this project.

Staff Review:

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

Approved by:


A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-11
- b. Artwork Purchase Agreement
- c. RFQ
- d. Artist's Letter of Interest and Resume
- e. Artwork – "Spirit"

RESOLUTION NO. 15-11

A RESOLUTION OF THE TOWN OF ERIE, COLORADO, APPROVING AN ARTWORK PURCHASE AGREEMENT WITH THE NATIONAL SCULPTOR'S GUILD FOR THE HISTORIC DOWNTOWN ERIE PUBLIC ART PROJECT IN THE AMOUNT OF \$40,600.00, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENT AND; SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to sign an agreement with the National Sculptor's Guild for the purchase artwork for the Historic Downtown Erie Public Art Project in the amount of \$40,600.00 ; and

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

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

Section 1. That the purchase agreement between the Town of Erie and National Sculptor's Guild is found to be a reasonable and acceptable agreement for the purchase artwork for the Historic Downtown Erie Public Art Project

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the agreement with the National Sculptor's Guild and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said agreement in the amount of \$40,600.00.

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 10TH DAY OF FEBRUARY, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

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

Artwork Purchase Agreement

THIS ARTWORK PURCHASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2014, by and between **THE NATIONAL SCULPTORS' GUILD**, whose address 2683 N. Taft Avenue, Loveland, Colorado 80538 (hereinafter referred to as "Guild") and the TOWN OF ERIE, COLORADO, a Colorado municipal corporation, whose address is 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (hereinafter referred to as "Town" or "Erie").

WITNESSETH

WHEREAS, the Historic Downtown Erie Art in Public Places Ad Hoc Committee ("Committee") on behalf of the Town has selected a sculptural Artwork (as defined below) created by **Denny Haskew** ("Artist") to be installed in Erie, Colorado by Guild; and,

WHEREAS, legal authority exists to engage the Guild and sufficient funds have been budgeted and are available for the work to be performed by the Guild under this Agreement, and other necessary approvals have been obtained; and,

WHEREAS, the Guild has the right to and is willing to furnish such Artwork on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations of the parties hereto, the terms, covenants and conditions hereof, and intending to be legally bound, the Town and the Guild agree as follows:

1. The Artwork. The Artist agrees to create and the Guild agrees to sell to the Town the sculpture known as "SPIRIT" (the "Artwork") in substantially the same form as presented to, and accepted by, the Committee, more particularly described in "Exhibit A", attached hereto and incorporated herein by reference.
 - A. At the time of final payment to the Guild, all rights, interests and title to the Artwork shall automatically transfer to the Town except as provided in the terms of this section. Risk of damage or loss to the Artwork shall remain with the Guild until the installation and final acceptance of Artwork by the Town. The Artist shall retain any and all copyrights and reproduction rights to the Artwork, except that no other installations of the Artwork will be allowed within a sixty (60) mile radius of the initial installation site. The Town shall have a perpetual, non-exclusive right to reproduce the Artwork in any two-dimensional form for non-commercial use provided that the Artist is credited.
 - B. The Town reserves the right to relocate the Artwork from the initial installation site if such decision is deemed appropriate and warranted in the future in the Town's sole discretion.
 - C. The Guild guarantees all parts and workmanship for the Artwork for a period of one year after initial installation and acceptance of the Artwork and will replace any defective parts or rework any defective craftsmanship in a timely fashion at no cost to the Town except as provided below.
 - D. The Guild shall not be responsible or held liable for any damage to the Artwork,

its surfaces or environment caused by the Town's personnel or contracted employees of the Town, that are beyond the control of the Guild.

- E. While the Artwork is designed to be relatively maintenance-free, the Town or its assigns assumes responsibility for minor maintenance, including periodic cleaning as necessary to remove the buildup of dust, dirt and grime in order that the Artwork does not become an eyesore to its environment or a detriment to the good reputation of the Artist.
 - F. The Guild hereby acknowledges that the Town may deaccession the Artwork at any time. The Town may deaccession the Artwork by taking one of the following actions: (1) returning the Artwork to the Artist, (2) selling the Artwork, (3) trading the Artwork for another piece, (4) donating the Artwork, (5) discarding or destroying the Artwork, or (6) taking any other action with respect to the Artwork as deemed appropriate by the Town.
 - G. Prior to installation, the Guild will provide the Town with detailed drawings of the internal support structures for the Artwork, complete maintenance instructions and digital images of the final Artwork before the final check will be issued. The Town will not accept the Artwork until receipt of the above mentioned documentation.
 - H. The Guild shall give written notification to the Town of completion of installation. Town shall have thirty (30) days following such notification to inspect the installation of the Artwork and verify that completion of the Artwork has occurred in accordance with the terms of this Agreement. If the Town asserts any reason that the Artwork and/or the installation of the Artwork has not been so completed pursuant to the terms of this Agreement, it shall provide written notice thereof to the Guild within said inspection period, and the Guild shall develop an action plan acceptable to the Town to bring the Artwork and/or the installation of the Artwork into compliance with the terms of this Agreement. If no notice is so given, the Town shall have been deemed to have approved and accepted the installation.
- 2. Guild's Services. The Guild shall, during the term of this Agreement, provide the services to the Town as set forth in Exhibit "B," attached hereto and incorporated herein by this reference (the "Services"). The Guild shall perform the Services competently, efficiently, and in accordance with the highest standards of its profession. The Guild shall perform the Services meeting all industry safety standards.
 - 3. Additional Services. The Town may request the Guild to perform additional work or phases related to the Artwork in addition to the Services. The Guild agrees to perform the additional work or phases to the Artwork if the Town so requests, either pursuant to an amendment to this Agreement or a new agreement in which the Town and the Guild shall define the scope of, and additional payment for, the additional work.
 - 4. RESERVED.
 - 5. Warranties. The Guild warrants that the Artwork and all Services supplied under the Agreement shall conform with applicable drawings, specifications, samples, and/or other descriptions given to the Town, and that they shall be free from defects. Without

limitation of any rights which the Town may have by reason of any breach of warranty, Services which are not as warranted may be rejected at the Town's sole expense within a reasonable time after performance, either for credit or reperformance as the Town may direct.

6. Compensation. In consideration for the performance of the Services, the Town shall pay to the Guild in accordance with the payment schedule, as set forth in Exhibit "C," attached hereto and incorporated herein by this reference.

7. RESERVED.

8. Commencement and Completion of Services. The Guild understands and agrees that time is an essential requirement of this Agreement. The term of this Agreement shall be for a period of one year from the date of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit.

9. Termination.

A. This Agreement may be terminated by either party upon Ten (10) days prior written notice to the other party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

B. This Agreement may be terminated by the Town in its sole discretion upon Ten (10) days prior written notice to the Guild.

C. In the event of termination as provided for in this paragraph, the Town shall pay the Guild in full for Services performed to the date of notice of termination plus any Services the Town deems necessary during the notice period. Said compensation shall be paid upon the Contractor's delivering or otherwise making available to the Town the Artwork and such other information and materials as may have been accumulated by the Guild in performing the Services included in this Agreement, whether completed or in progress.

10. Insurance.

10.1 Guild shall procure and maintain, and shall cause any subGuild of Guild to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Guild pursuant to paragraph 17 of this Agreement. In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workmen's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Contractor or a subcontractor engaged in the performance of work under this Agreement. In the event Guild is a sole proprietor with no employees, the Workman's Compensation Insurance required herein may be waived.

B. General liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000)

aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance within single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in the performance of this Agreement. The policy shall contain a severability of interests provision.

The policies required by subparagraphs B and C, above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. The Guild shall be solely responsible for any deductible losses under any policy require above.

A certificate of insurance shall be completed by the Guild's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Town. Guild shall notify the Town within ten (10) days if the coverages afforded under the policies are materially changed. The completed Certificate of Insurance shall be sent to:

Town Clerk
Town of Erie
PO Box 750
Erie, CO 80516

Notwithstanding any other portion of this Agreement, failure on the part of Guild to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Town shall be repaid by the Guild to the Town upon demand, or the Town may offset the cost of the premiums against any money due to the Guild from the Town.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

11. Payment of Subcontractors. Guild shall pay any and all subcontractors used by Guild in

the performance of the Services. The Town shall in no event have any liability to any subcontractor, and Guild shall hold the Town harmless with respect to any payments alleged to be due to Guild's subcontractors.

12. Compliance with Applicable Laws. In connection with the execution of this Agreement, the Guild shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Guild shall comply with the Americans with Disabilities Act (Public Law 101-336), and all applicable regulations and rules promulgated by the Equal Employment Opportunity Commission and the Colorado Civil Rights Commission. At all times during the performance of the Agreement, Guild shall strictly adhere to all applicable federal, state and Town laws that have been or may hereafter be established. This shall include, without limitation, the United States Department of Labor standards. As used in this paragraph, and hereafter, the term "laws" shall include, without limitation, all federal, state and Town codes, charters, ordinances, laws, standards, rules and regulations. The indemnification and termination provisions of this Agreement shall apply with respect to Guild's failure to comply with all applicable laws or regulations.
- 12A. Non-Discrimination in Employment. In connection with the performance of work under this Agreement, Guild agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.
13. Prohibited Interest.
 - A. The Guild agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The Guild further agrees that in the performance of the Agreement, no person having any such interest shall be employed.
 - B. No official or employee of the Town shall have any interest, direct or indirect, in the Guild, this Agreement or the proceeds therefrom.
14. Independent Guild. The Guild shall perform all Services as an independent Guild, and nothing in this Agreement is intended to or shall create a relationship of employer-employee, joint venturers, or partners, between the parties. The Guild shall be solely responsible for all federal and state income taxes attributable to the monies payable to the Guild for the Artwork and the Services.
15. RESERVED
16. Release of Liability. Acceptance by the Guild of the last payment shall be a release to the Town and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for or relating to the Agreement and the services provided thereunder or for any act or neglect of the Town or of any person relating to the Agreement and the services provided thereunder.

17. No Waiver of Rights. Neither the inspection by the Town or any of its officials, employees, or agents, nor any order by the Town for payment of money, or any payment for, or acceptance of, the whole or any part of the Artwork and Services by the Town, nor any extension of time, nor any possession taken by the Town or its employees, shall operate as a waiver of any provision of the Agreement, or of any power reserved to the Town therein, or any right to damages provided therein, nor shall any waiver of any breach in the Agreement be held to be a waiver of any other or subsequent breach.
18. Professional Liability. The Guild shall exercise in its performance of the Artwork and Services hereunder the standard of care required by Colorado law. The Guild shall be liable to the Town for any loss, damages, or costs incurred by the Town for the repair, replacement or correction of any part of the Artwork which is deficient or defective as a result of any failure of the Guild to comply with this standard.
19. Communications. All communications relating to the day-to-day Services shall be exchanged between the respective Artwork representatives of the Town and the Guild who will be designated by the parties promptly upon commencement of the Services.
20. Indemnification. Guild agrees to indemnify and save harmless the Town against any and all claims, debts, demands, damages or obligations which may be asserted against the Town arising by reason of, or in connection with, any alleged act or omission of Guild or any person claiming under, by or through Guild, at Guild's own expense using those attorneys that the Town deems appropriate. If, however, it becomes necessary for the Town to defend any action arising by reason of, or in connection with, any alleged act or omission of Guild or any person claiming under, by or through Guild seeking to impose liability for such claim or demand, Guild shall pay all court costs, witness fees, expert witness fees, and attorney's fees, incurred by the Town in effecting such defense in addition to any other sums which the Town may be called upon to pay by reason of the entry of any judgment, assessment, bond, writ or levy against the Town in the litigation in which such claims are asserted. Guild shall be subrogated to any and all amounts paid by it on behalf of the Town to any claims that the Town may have as a result of said payments to any person or third persons which are the reason or cause of said payments.
21. Patent and Trademark Guarantee. The Guild shall, with respect to any device or composition of the Guild's design or standard manufacture or Artwork, indemnify and hold harmless the Town, its employees, officers and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent or US Trademark, by reason of the sale of normal use of such device or composition or Artwork, provided that the Guild is promptly notified of all such actual or potential infringement suits and is given an opportunity to participate in the defense thereof by the Town.
22. No Assignment. Guild's duties and obligations pursuant to this Agreement require a particular expertise and skill, and may not be assigned to any third party or agency without the express written consent of the Town, which consent may be withheld at the sole discretion of the Town.
23. Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to the Town: Assistant to the Town Administrator
Town of Erie
P.O. Box 750
Erie, Colorado 80516

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

If to the Contractor: _____

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

24. Agreement Subject to Annual Appropriation.

A. The parties hereto understand and agree that sufficient funds have been appropriated and budgeted for compensation for work done pursuant to this Agreement for the current fiscal year ending December 31, 2015. This is a full and lawful appropriation as required by appropriate statute for the Artwork and Services. In the event that the Town fails to appropriate sufficient funds to cover any compensation which may become due for the fiscal year beginning January 1, 2016, then, and in that event, this Agreement shall immediately terminate as of December 31, 2015, without further action of any party. The Town shall provide notice to Contractor prior to December 31, 2015, as to whether an appropriation has been made for further work anticipated following December 31, 2015.

B. The amount of money appropriated by the Town is sufficient to pay the Agreement amounts due herein for the current fiscal year.

C. The Town shall be prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Agreement, unless Guild is given written assurance by the Town that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement.

25. Prohibition Against Employment of Illegal Aliens.

A. By its signature on this Agreement, Guild certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the Guild will participate in the E-Verify Program created in Public Law 104-208, as amended, and expanded in Public

Law 108-156, as amended, administered by the United States Department of Homeland Security and the Social Security Administration.

B. Guild agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the Guild that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Guild has verified through participation in the E-Verify Program that the Guild does not employ any illegal aliens.

D. Guild shall not use the E-Verify Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.

E. If Guild obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Guild shall: (1) notify the subcontractor and the Town within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Guild shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Guild shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).

G. If Guild violates a provision of this Illegal Alien section, the Town may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Guild shall be liable for actual and consequential damages to the Town. Guild understands that, in the event of such a termination, Town is required to notify the office of the Colorado Secretary of State.

26. Attorney's Fees; Interest. In any action brought to enforce the provision(s) of this Agreement, the prevailing party shall be entitled to an award of all reasonable attorney's fees and costs, including expert witness' fees, expended or incurred, to be recovered as part of the costs therein.
27. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, and/or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.
28. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by

both parties.

29. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Artwork and the Services.
30. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
31. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
32. Binding Agreement. This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
33. RESERVED.
34. RESERVED.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first-above written.

TOWN:

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
A.J. Krieger, Town Administrator

ATTEST:

By: _____
Nancy Parker, Town Clerk

GUILD:

THE NATIONAL SCULPTORS' GUILD

By: _____

ATTEST:

By: _____

1/30/15

EXHIBIT “A”

The Artwork – “Spirit”

The artwork is a multifaceted sculpture consisting of monolithic sandstone pillars at varied heights with a horse emerging from the tallest stone. This sculpture placement will utilize and enliven a large portion of the site.

The artwork will be installed in the town-owned landscaped right of way at 554 Briggs Street. The two monolithic stones placed on site will range from 2ft. to 10ft in height. The 10 foot stone will have a cast bronze sculpted horse attached to the one side at an approachable height. The horse will face southeast toward the street. A 2-foot by 3-foot rough-cut stone ideal for reflective seating will be placed across from the sculpture.

At the Town’s request, the tall stone will be etched with words on the opposite side from the horse. Thematically these words will tie into the Spirit of the West and reflect upon the Town’s quality of life.

The artist has invited the Ad Hoc Committee to be involved in the selection of the patinas which at the time of the execution of this agreement will include “charcoal” for the horses head and “black” for the horses mane.



EXHIBIT "B"

Services

The Guild shall give written notification to the Town of completion of installation. Town shall have thirty (30) days following such notification to inspect the installation of the Artwork and verify that completion of the Artwork has occurred in accordance with the terms of this Agreement. If the Town asserts any reason that the Artwork and/or the installation of the Artwork has not been so completed pursuant to the terms of this Agreement, it shall provide written notice thereof to the Guild within said inspection period, and the Guild shall develop an action plan acceptable to the Town to bring the Artwork and/or the installation of the Artwork into compliance with the terms of this Agreement. If no notice is so given, the Town shall have been deemed to have approved and accepted the installation.

SCOPE

- Artwork & Stone
- Engraving
- Footings
- Engineering
- Transport
- Installation
- Comprehensive Insurance

TIMELINE

- Not more than four (4) months from receipt of signed contract with deposit
- Design phase up to two (2) weeks
- Engineering and any selection of options by Committee
- Fabrication – eight (8) weeks
- Transportation & Installation up to two (2) weeks

All work involved with the sculpture is managed by the Artist (Denny Haskew) and the Guild (National Sculptor's Guild) who are involved with the fabrication, casting, finishing and installation of all work.

EXHIBIT "C"

Payment Schedule

The Town agrees to pay the Guild a total sum of \$41,400.00 for the Artwork. The Guild shall be paid according to the following schedule:

- \$800.00 for design of 1:12 (1 inch to a foot) maquette - PAID
- \$20,300.00 at the time this Agreement is executed by the Town
- \$10,150.00 at the time inspection of the various elements of Artwork has been approved by the Town.
- \$10,150.00 at the time of installation and acceptance of the Artwork by the Town.



Issued: Friday, August 15, 2014

Request for Qualifications: Historic Downtown Erie Public Art Project

Administration RFQ # 2014 – 001

INVITATION TO ARTISTS

Qualifications are being sought from artists for the Historic Downtown Erie Public Art Project. This one-time project is funded through the generous donation of the Dr. C. W. Bixler Family Foundation. A total of \$43,000 is available to commission an artist to create sculptural artwork that will have a welcoming visual impact and enhance the Downtown Erie guest experience.

This is a request for qualifications only. Specific proposals are not being requested this time.

Project Scope: Artwork will be outdoors. The artwork should be welcoming and an enhancement to the visual appearance of Historic Downtown Erie. The artwork should appeal to a broad age range and should be uplifting and stimulating to the spirit, intellect and physical senses.

The artwork will be installed in the town-owned landscaped right of way at 554 Briggs Street. The current tenant of adjacent property is Rose Café. (See attached photos on page 3 and 4.) There will be pedestrian access to the artwork. The artwork should show a connection to the area and the unique attributes of the Town of Erie. The artwork must work well with existing architecture and streetscape. Artwork and associated stands or bases must be durable and able to withstand all weather conditions.

Eligibility: The project is open to any professional artist with demonstrated experience in creating the desired artwork described in this RFQ.

Process Overview:

- Artists are invited to submit their qualifications and state their interest in responding to this RFQ by the deadline;
- Artists are encouraged, but not required, to incorporate a community workshop into their process.
- All responses will be reviewed and evaluated by Town Staff for completeness to the RFQ. Responses will then be submitted to the special purpose ad hoc committee for their review and determination;
- Special purpose ad hoc committee shall consist of: 1 Trustee (non-voting), 1 member of the Arts Coalition of Erie, 1 member of the Erie Chamber of Commerce, 2 Historic Downtown business owners and 1 member of the Historic Preservation Board.
- The highest ranking respondents addressing each point of this RFQ may be invited for an interview;
- Based on artist qualifications and interviews, the special purpose ad hoc committee will ask three (3) artists to submit a response to the Request for Proposals (RFP) for this project.
- The budget is \$43,000 including but not limited to design, materials, engineering, insurance, installation and all applicable expenses.
- The Town will assist with obtaining necessary permits, traffic control and preparing the site.

- Artist recognition will include promotion through the Town's various media channels including the Town of Erie website.

Submittal Requirements:

- This is an all-inclusive RFQ. Artists must submit all requested materials listed below. Sealed proposals must be mailed to:
Town of Erie
Town Clerk's Office
645 Holbrook Street
PO Box 750
Erie, Colorado, 80516
- Proposals must be clearly labeled: **Historic Downtown Erie Public Art Project**

Requested Material:

- Statement outlining how the Artist plans to implement, design, integrate and install artwork.
- A current resume including current phone, email and street address.
- A minimum of 3 and no more than 10 jpeg images of past work (*jpeg images shall be no greater than 1 MB in file size each*). Artist may include link to website photo gallery – but not in lieu of providing jpeg images.
- Statement of past public art experience working with outdoor sculptures.
- List of three (3) references from past public art projects.

Schedule:

- This Request for Qualifications (RFQ) is being released on **Friday, August 15, 2014**.
- Responses will be received until **3:00pm, MST, Friday, September 12, 2014** at: Town of Erie
Town Clerk's Office
645 Holbrook Street
PO Box 750
Erie, Colorado, 80516

Costs: All cost associated with the preparation and submittal of the Request for Qualifications, including interviews and requests for additional information, are the responsibility of the submitter only.

Project Manager:

Fred Diehl, Assistant to the Town Administrator
fdiehl@erieco.gov

Questions: Questions from qualified artists, in relation to this RFQ, must be delivered in writing to the Project Manager identified above. Questions will only be accepted in the following manner: by email to fdiehl@erieco.gov. Questions must be received no later than Noon three (3) business days prior to the proposal due date.

Responses to this RFQ received after the date and time indicated and/or responses which are not prepared and filed in accordance with the terms and conditions of the RFQ will not be considered for evaluation and will be returned to the artist.





Letter of Interest
DENNY HASKEW

National Sculptors' Guild

For this project I wish to incorporate sculptural elements into earthworks. Anticipate placing a series of sandstone with stainless steel monoliths along the site. Each of the mirrors will have water-jetted imagery cut out that will create a story, while being strong enough to stand on its own. The imagery will be of the community, and selection of these symbols could be in some way community involved. The artwork and earthwork will enhance the site, complement the area and create a unique space for the public to enjoy.

My themes are recurring: Spirit, Love, Forgiveness, Healing, Relationship, Endurance, the Sacredness of the Human Spirit, and the Strength in each of us, the Power of all that is Natural. The strength of my work ascends from the Spirit of the people portrayed — Native Americans, Mayans, friends, children, people of the Great Plains and West. This same Spirit connects each of us with the harmony of nature and one's relationship to another. I begin with the human figure. Initially, I have no intention of creating an 'Indian image', but sometimes the statement comes out stronger that way. Sometimes the opposite is true. Recently, I started to sculpt a Native figure, but it became something else. We're all human beings inside. We're all a mixture and will continue to mix until it no longer matters what type of figure is used as long as it makes the strongest statement possible.

Since 1992 I have worked with National Sculptors' Guild to place my monumental public works. Shared administrative costs and resources saves me time, energy and money that can better be spent on the artwork itself, and the Guild's designers work closely with me to ensure my vision is actualized. The National Sculptors' Guild also maintains comprehensive insurance of \$2 million for the duration of each project including up to 5 years post-installation.

The NSG has placed over 400 significant sculptures in 20 years, 20% of those placements have included my sculptures. Our design teams have enhanced public spaces in a timely fashion within budgets ranging from \$25,000 to over \$2million. When appropriate the team grows to include architects, landscape architects, structural engineers, designers and contractors, city volunteers and city staffs from around the nation. Dependent on the nature of each project the NSG draws upon this knowledgeable group of professionals with proven accountability in past projects.

Working as a team under the leadership of executive director, John W. Kinkade, NSG artists have worked closely together with cities, municipalities, corporations and private institutions across the country to successfully enhance both indoor and outdoor venues with creative design and innovative artwork.

Thank you for your time and consideration. We look forward to working with the Public Art Committee on this important project.

Denny Haskew
National Sculptors' Guild
Charter Member

DENNY Haskew

DENNY HASKEW RESUME

EDUCATION AND PERSONAL:

Present	Full Time, Self Employed Sculptor	Loveland, CO
1971	University of Utah, Bachelor of Science	Salt Lake City, UT
Born	1948	Denver, CO
	Citizen Potawatomi Nation - Member, #03553	

SELECTED COMMISSIONS AND PUBLIC ART PLACEMENTS:

2012-13	City of Little Rock, "Native Knowledge" Arkansas Tribal Memorial	Little Rock, AR
2010	University of Colorado at Colorado Springs, CO "Dedicated to Excellence"	Colorado Springs, CO
2008	City of Durango, CO "Greeters" in traffic roundabout	Durango, CO
	City of Little Rock River Front Park, Outdoor room with sculpture	Little Rock, AR
2007	Shakopee Mdewakanton Dakota Sioux Community, Memorial for Spirit Center	Prior Lake, MN
2007	Shakopee Mdewakanton Dakota Sioux Community, Veteran's Memorial	Prior Lake, MN
2006	City of Owensboro, Kentucky, "Love Song"	Owensboro, KY
2004-05	Shakopee Mdewakanton Dakota Sioux Community, "I Once Rode Free"	Prior Lake, MN
2003	University of Arkansas, "Courage to Lead"	Fayetteville, AR
2002	City of Brighton, City Hall, "Courage to Lead"	Brighton, CO
2001	City of Black Hawk, "Courage to Lead Triad"	Black Hawk, CO
	City of Aurora, 35' High Entryway Monument, "Dawn"	Aurora, CO
	City of Cerritos, 12' High Formal Entry, "I Am You"	Cerritos, CA
2000	Barona Band of Mission Indians, "Strength of the Maker"	Lakeside, CA
	IBP Corporate Headquarters, "Strength of the Maker"	Dakota Dunes, SD
1998	National Museum of the American Indian - Smithsonian Institution, "Strength of the Maker"	Washington, DC
	Gilcrease Museum, "Strength of the Maker"	Tulsa, OK
	Wolf Creek Indian Village & Museum, "Strength of the Maker"	Bastian, VA
	American Stores Inc, Headquarters, "Inner-Strength"	Salt Lake City, UT
	Home State Bank, "White Deer of Autumn"	Loveland, CO
1997	Summit Foundation, City of Keystone, "Whispers of Oneness"	Keystone, CO
	Barona Band of Mission Indians, 5 Monuments of Honor, AIA Orchid Award winner	Lakeside, CA
1996	Lexington Cemetery, Matthews' Memorial, "Changing Worlds"	Lexington, KY
	Barona Band of Mission Indians, "He Who Fights With A Feather"	San Diego, CA
1995	University of Eastern Illinois, "Challenge To Excellence"	Charleston, IL
	Red Earth Invitational, Spirit Award Design "On the Prairie's Edge"	Oklahoma City, OK
1994	Trinity Episcopal Church, 20' High "Love and Forgiveness"	Greeley, CO
1993	Marianna Butte, 3 Monuments, "The Greeters"	Loveland, CO
1991	Potawatomi Museum, "Trail of Prayers"	Shawnee, OK
1990	City of Loveland, "Crawford Folmer - Portrait"	Loveland, CO

SELECTED DESIGN TEAM PARTICIPANTS PAST & PRESENT:

John Kinkade, National Sculptors' Guild, Site Design/Installation	Loveland, CO
Greg Hebert Landscape Architect, Landscape/Site Design	San Diego, CO
Gregory P. Luth & Associates, Structural Engineering	Sanita Clara, CA
Tribble Stone, Sculpture/Site Materials	Lyons, CO
Art Castings of Colorado, Bronze Casting	Loveland, CO
Jafe T. Parsons, Photography	Loveland, CO

PUBLICATIONS:

1997Nov	Cover, "He Who Fights With A Feather"	Indian Gaming Magazine
1997Jul	Editorial and Cover, "White Deer of Autumn"	Southwest Art Magazine
1997	Cover	Explore Indian Country
1997	Cover	Paradigm

PROFESSIONAL MEMBERSHIPS:

National Sculptors' Guild, charter member	Since 1992
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HONORS & AWARDS:

2008	Purchase Award, Sculpture at the River Market Show & Sale	Little Rock, AR
2002-2007	Named "Artist in Residence" Inn at Loretto	Santa Fe, NM
1998	First Place - "White Deer of Autumn", Eiteljorg Museum,	Indianapolis, IN
1997	Named to the "Legacy Collection"	Southwest Art Magazine
	First Place - Masters of Indian Art, SWAIA	Santa Fe, NM
1996	First Place - "He Who Fights With A Feather", Red Earth Invitational	Oklahoma City, OK
1995	Best of Division- "Play A Song", Red Earth Invitational	Oklahoma City, OK

1994	Best of Class & First Place - "Committed", Smithsonian Institute First Place - "Committed", Santa Fe Indian Market First Place Sculpture - "Committed", Red Earth Invitational	Washington, DC Santa Fe, NM Oklahoma City, OK
1993	1st Place & Best of Division- "Committed", Celebrating the Native American First Place Sculpture - "Courage to Lead", Smithsonian Institution Western Heritage Award, Festival of Western Art, American Indian & Cowboy Artists People's Choice Award, Hillside Sculpture Invitational	Aspen, CO Washington, DC Sedona, AZ
1992	First Place Sculpture- "Courage to Lead", Red Earth Invitational Best of Show - "Strength of the Maker", Smithsonian Institute First Place - "Play A Song", Santa Fe Indian Market Grand Award - "Strength of the Maker", Red Earth Invitational	Oklahoma City, OK Washington, DC Santa Fe, NM Oklahoma City, OK
1991	First Place - "He Who Fights With A Feather", Gallup Ceremonial Show Bronze Sculpture Award- "Strength of the Maker", Festival of Western Art, AICA First Place - "Trail Of Prayers", Casa Grande O'Dhamtash First Place - "Strength of the Maker", Gallup Ceremonial Show	Gallup, NM Gallup, NM
1990	Judges Merit Award- "Trail Of Prayers", Wildlife and Western Art Sculpture Award - "Moulding Our Future" Red Earth Invitational Indian Arts And Crafts Association - Artist of the Year - "Courage to Lead"	Oklahoma City, OK
1989	First Place - "At Eagle's Glance", Santa Fe Indian Market National Fellowship Program Presentation-"Courage to Lead" Best Of Class - "At Eagle's Glance", Colorado Indian Market Regional Sculpture Award - "Courage to Lead", Frontier Museum	Santa Fe, NM WK Kellogg Foundation Denver, CO Cheyenne, WY



LOVE SONG, BARONA BAND OF MISSION INDIANS, LAKESIDE, CA

MAJOR COLLECTIONS:

City of Little Rock	Little Rock, AR
Ann Alspaugh Simmons	Oklahoma City, OK
American Stores Properties, Inc	Salt Lake City, UT
City of Aurora	Aurora, CO
Barona Band of Mission Indians	Lakeside, CA
Dr. Thomas Barrett	Edmund, OK
Rene and Mike Caldwell	Broken Arrow, OK
City of Cerritos	Cerritos, CA
Daylite Corporation	Tulsa OK
Eastern Illinois University, Monument	Charleston, IL
First National Bank	Tulsa, OK
Hatfield Chilson Recreation and Senior Citizen Center	Loveland, CO
Hillside Courtyard	Sedona, AZ
Historic Babbit Building	Flagstaff, AZ
IBP Corporation	Dakota Dunes, SD
WK Kellogg Foundation	Battle Creek MI
City of Loveland	Loveland, CO
McKee Medical Center	Loveland, CO
National Industries	Montgomery, AL
Potawatomi Museum	Shawnee, OK
Red Cloud International	St. Petersburg, FL
Schwartz Collection	Aspen, CO
Summit Foundation	Keystone, CO
Ten Thousand Delights	Branch Port, NY
Danny Thomas Collection	Nashville, TN
United Congregational Church	Loveland, CO
The Westchester Mall, Life-Size	White Plains, NY
Wolf Creek Indian Village and Museum	Bastian, VA
The T Eugene Worrell Collection	Charlottesville, VA

DENNY HASKEW
PROPOSAL
ERIE, COLORADO



SPiRiT OF THE WEst



DENNY HASKEW
NATIONAL SCULPTORS' GUILD

B U D G E T & T I M E L I N E

BUDGET

Artwork & Stone	\$34,500
Engraving	\$1,000
Footings	\$4,200
Engineering	\$1,000
Transport	\$600
Installation	\$800
Comprehensive Insurance	<u>\$900</u>
	\$43,000

TIMELINE: not more than 4 months*

from receipt of signed contract with deposit

DESIGN PHASE: up to 2 weeks

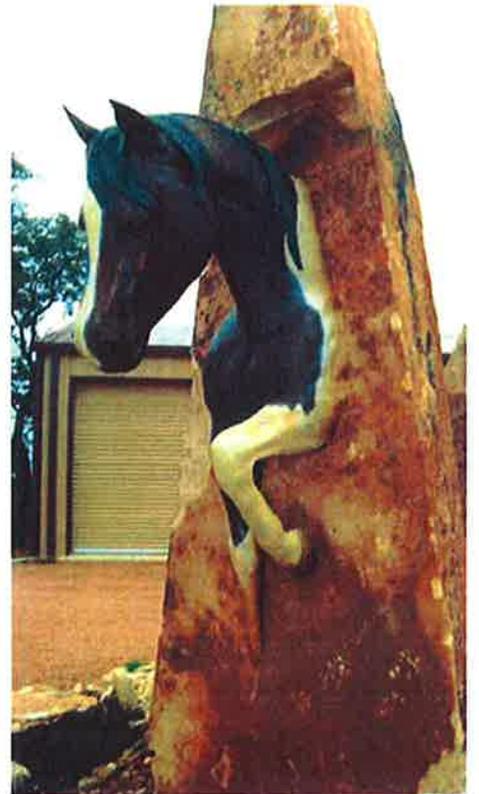
engineering and any selection of options by committee

FABRICATION: 8 weeks.

TRANSPORT & INSTALLATION: up to 2 week

*permitting agreement is followed by both parties with no force majeure events

All work involved with the sculpture is managed by Denny Haskew and the National Sculptors' Guild; we are personally involved with fabrication, casting, finishing and installation of all work.



DENNY HASKEW
NATIONAL SCULPTORS' GUILD

PUBLIC ART APPROACH



I point up all of my own work in my studio in Loveland, CO. I've created over 25 monumental works there since 1985. Working with a team of associates, I cast bronze, fabricate other metals and create stone works that when assembled together create an iconic site, uniquely designed for its community.

Since 1992 I have worked with the National Sculptors' Guild to place my monumental public works. Shared administrative costs and resources saves me time, energy and money that can better be spent on the artwork itself, and the Guild's designers work closely with me to ensure my vision is actualized. The National Sculptors' Guild also maintains comprehensive insurance of \$2 million for the duration of each project including up to 5 years post-installation.

The NSG has placed over 400 significant sculptures in 20 years, 10% of those placements have included my sculptures. Our design teams have enhanced public spaces in a timely fashion within budgets ranging from \$25,000 to over \$2 million. When appropriate the team grows to include architects, landscape architects, structural engineers, designers and contractors, city volunteers and city staffs from around the nation. Dependent on the nature of each project the NSG draws upon this knowledgeable group of professionals with proven accountability in past projects.

Purpose: To champion a community of artists and to serve as a bridge between these artists and the public.

Creed: The National Sculptors' Guild will embrace that which is created by people for people, to enrich maker & witness

Objectives: Respect our endeavors and the people with whom we work.

Maintain high standards of integrity and professional ethics.

Encourage all to explore creativity with honesty.

Honor the way of the artist.

Approach: The design team offers a wide variety of creative solutions to fulfill client needs and coordinate the multiplicity of aspects involved in major projects

*Utilizing our core group of designers plus our extensive network of nationally recognized industry experts including structural engineers, architects, lighting designers, landscape architects and other subcontractors.

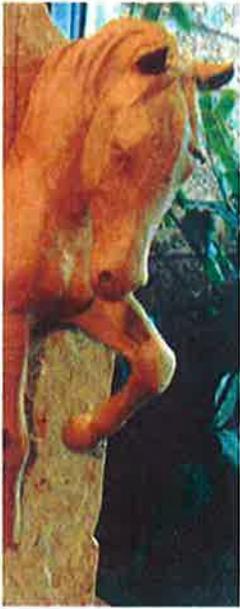
We have worked as a team together since 1992, Public and private placements include the Smithsonian Institution, DC; the Gilcrease Museum, OK; City of Cerritos, CA; the Barona Band of Mission Indians, CA; Shakopee Mdewankaton Sioux Community, Prior Lake, MN; & Little Rock, AR.

Thank you for the opportunity to design for your space,

DENNY HASKEW

NATIONAL SCULPTORS' GUILD

A P P R O A C H



I have developed a sculpture statement that pulls from the roots of Erie into its contemporary context. The vibrant community of Erie stems from its steadfast progressive forward motion represented by the powerful, yet graceful horse. The driving force being health and vitality. The community is surrounded by natural beauty, represented in the sandstone monoliths.

A multifaceted sculpture consisting of monolithic sandstone pillars at varied heights with a horse emerging from the tallest stone. This sculpture placement will utilize and enliven a large portion of the allotted site.

There will be two monolithic stones placed on the site ranging from 2ft to 10ft in height. The 10-foot stone will have a cast bronze sculpted horse attached to one side at an approachable height. The horse will face North-East toward the street. A 2-foot by 3-foot rough-cut stone ideal for reflective seating will be placed across from the sculpture,

The tall stone will be etched with words on the opposite side from the horse. Thematically these words will tie into the Spirit of the West and reflect upon the town's quality of life.

I wish to involve the committee and community in the selection of words to be etched, as well as the naming of the horse (if not "Spirit") and choice of patina. The patina can either accentuate or deemphasize the illusion of the horse emerging from the stone.

DENNY HASKEW
NATIONAL SCULPTORS' GUILD

SPIRIT OF THE WEST



DENNY HASKEW
NATIONAL SCULPTORS' GUILD



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT: **RESOLUTION:** Resolution 15-25; A Resolution of the Board of Trustees Approving the 1st Amendment to the Service Agreement with Granicus, Inc. for the Addition of Comprehensive Agenda Workflow Software in the Amount of \$25,750.00, Authorizing and Directing the Appropriate Town Officers to Sign Said Agreement; and Setting Forth Details Thereto.

DEPARTMENT: Administration
PRESENTER: Fred Diehl, Assistant to the Town Administrator
Nancy Parker, Town Clerk

FISCAL INFORMATION:	Cost as Recommended:	\$25,750.00
	Balance Available:	\$62,367.36
	Budget Line Item Number:	100 . 20 . 550 . 520000 .
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STAFF RECOMMENDATION: Board approval of Resolution 15-25 approving the 1st Amendment to the Service Agreement with Granicus, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

SUMMARY: Town Staff is recommending upgrading our existing software as a service agreement (SaaS) with Granicus to include their "Legislative Management Suite". The software upgrade will allow the Town to implement a fully searchable "all in one" legislative research center where citizens, board and commission members and staff can easily find all agendas, minutes, voting results, legislative files and other public documents. Specifically, the SaaS upgrade would:

- Support the current Board's "Transparency Initiative"
- Enhance ease of access to public information
- Improve process for uploading/publishing agendas
- Integrate seamlessly with our existing online streaming video service
- Automate process of putting agendas together
- Centralize agendas, minutes, videos and documents making information easier to access
- Seamlessly connect all agenda data to iPads / tablets, automatically updating the device with the latest information when online, and available for review when offline.

PROJECT COST:

Installation, Configuration, Project Management and Training:	\$30,000.00
Town of Erie Discount	(-\$10,250.00)
Total Installation (one-time costs)	\$19,750.00
Additional Maintenance Monthly Recurring Charge (MRC)	\$523.33
Town of Erie Discount	(-\$23.33)
Additional Maintenance – First Year Cost*	\$6,000.00
Cost as Recommended	\$25,750.00

* The current annual maintenance for streaming video services is \$11,010.00. With the addition of the Legislative Management Suite the new annual maintenance costs will be \$17,010.00.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

BACKGROUND: Since 2008, the Town has contracted with Granicus, Inc. to provide online streaming video services. Staff recently conducted an assessment of business challenges related to Board of Trustees agenda creation during which the following needs were identified:

- Agenda creation, distribution and overall management process needs to be more efficient
- Easy access to public information would boost Transparency
- Formatting and protocols for specific types of files and/or agenda items need consistency
- Meeting proceedings to be easily searchable and accessible

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 15-25
- b. 1st Amendment to the Granicus Service Agreement
- c. Granicus Service Agreement

RESOLUTION NO. 15-25

A RESOLUTION OF THE TOWN OF ERIE, COLORADO, BOARD OF TRUSTEES APPROVING THE 1ST AMENDMENT TO THE SERVICE AGREEMENT WITH GRANICUS, INC. FOR THE ADDITION OF COMPREHENSIVE AGENDA WORKFLOW SOFTWARE IN THE AMOUNT OF \$25,750.00; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENT; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to approve the 1st Amendment to the Service agreement with Granicus, Inc. for the addition of Comprehensive Agenda Workflow Software in the amount of \$25,750.00; 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 by the Town of Erie for the addition of Comprehensive Agenda Workflow Software is found to be a reasonable and acceptable purchase.

Section 2. That the Town of Erie be and is hereby authorized and directed to approve the 1st Amendment to the Service Agreement with Granicus, Inc. and the Appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said purchase.

Section 3. That 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 10TH DAY OF FEBRUARY, 2015, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

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



FIRST AMENDMENT TO THE GRANICUS SERVICES AGREEMENT BETWEEN GRANICUS, INC. AND THE TOWN OF ERIE, COLORADO

This First Amendment to the Granicus, Inc. Services Agreement dated November 1, 2012, is made and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and the Town of Erie, CO (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated November 1, 2012 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add the Granicus Legislative Management Solution detailed in the Proposal dated January 6, 2015, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include an additional nineteen thousand seven hundred and fifty dollars (\$19,750.00) upfront and an additional five hundred dollars (\$500.00) monthly recurring charge as detailed in Exhibit A. As amended, Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the inconsistency shall be resolved by giving precedence to the documents in the following order:
 - A. Paragraphs set forth in the body of this First Amendment
 - B. Paragraphs set forth in the body of the Agreement

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives,

TOWN OF ERIE

GRANICUS, INC.

By: _____

By: _____

Jason Fletcher
CEO

Date: _____

Date: _____

EXHIBIT A

Managed Services

Granicus provides a comprehensive Managed Services package with every solution to ensure long-lasting success with our technologies while maximizing your solution's performance. Our fully managed and hosted infrastructure offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive systems monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance.

The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. You also receive continual access to advanced learning tools and the hands-on support, knowledge, and expertise of our skilled Support Engineers and Customer Advocacy professionals.

Pricing Breakdown for your Solution

Software			
Name	Quantity	Unit (Monthly)	Total (Monthly)
Legislative Management Suite - Software Maintenance	1	\$500.00	\$500.00
Total Software Monthly Cost:			\$500.00

Training			
Name	Quantity	Unit (Upfront)	Total (Upfront)
Administrator Training Package (Online)	1 (day)	\$1,700.00 (per day)	\$1,700.00
ATS (Approval Tracking System) Training (Onsite)	4 (hours)	\$212.50 (per hour)	\$850.00
User Training (Onsite)	3 (days)	\$1,700.00 (per day)	\$5,100.00
Total Training Upfront:			\$7,650.00

*If your Granicus solution requires on-site training, additional costs and fees are associated with this training. You may be billed for travel expenses, including but not limited to, air travel and automobile rentals, as well as lodging expenses. You will receive an itemized invoice for all expenses related to on-site training within 30 days of the completion of the on-site visit. You will not be billed for expenses in excess of \$2,000 per on-site visit.

Installation, Configuration, Project Management			
Name	Quantity	Unit (Upfront)	Total (Upfront)
ATS (Approval Tracking System) Package	12	\$212.50	\$2,550.00
Workflow Configuration	1	\$1,900.00	\$1,900.00
Total Installation Upfront:			\$12,100.00

Installation, Configuration, Project Management

Name	Quantity	Unit (Upfront)	Total (Upfront)
Deployment Services	4	\$1,700.00	\$7,650.00
Total Installation Upfront:			\$12,100.00

Upgrade Cost:

(-\$10,250.00 upfront cost)

Customer Discounts:

(-\$280.00 maintenance)

Total Upgrade Upfront Cost: \$19,750.00

Total Project 1st Year Cost (upfront cost plus one year of maintenance): \$25,750.00

Total Subsequent Year Maintenance: \$6,000.00

Current Cost:

Total Current Maintenance: \$11,010.00 annually

New Cost:

Total New Maintenance (old maintenance plus new maintenance): \$17,010.00 annually

- All suites require the Granicus Open Platform
- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality
- Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.
- Fifty percent (50%) of all up-front fees are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees are due upon completion of deployment. Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.

For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use. For Legislative Management, deployment is complete once the hardware and software are installed, tested, and deemed by Granicus to be ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: February 10, 2015

SUBJECT:

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

DEPARTMENT:

Administration

PRESENTER:

Fred Diehl, Assistant to the Town Administrator

FISCAL

Cost as Recommended:

NA

INFORMATION:

Balance Available:

NA

Budget Line Item Number:

New Appropriation Required:

Yes

No

STAFF

RECOMMENDATION:

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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

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

Staff Review:

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

Approved by:


A.J. Krieger
Town
Administrator

ATTACHMENTS:

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

ORDINANCE NO. 02 - 15
Series of 2015

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF ERIE, COLORADO, a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

**FIRST AMENDMENT
TO
LEASE AGREEMENT WITH OPTION TO PURCHASE**

THIS FIRST AMENDMENT TO LEASE AGREEMENT WITH OPTION TO PURCHASE ("First Amendment") dated this ___ day of _____, 2014, is entered into by and between the **TOWN OF ERIE**, a Colorado municipal corporation ("Landlord"), whose address is P.O. Box 750, Erie, Colorado 80516, and **ECHO BREWING CASK & BARREL, INC.**, a Colorado corporation ("Tenant"), whose address is c/o Melissa Richards, P.O. Box 794, Erie, Colorado 80516 and 600 Briggs Street, Erie, Colorado 80516.

WHEREAS, the Landlord and the Tenant entered into a Lease Agreement with Option to Purchase dated 5th day of July, 2013 (herein referred to as the "Original Lease"); and,

WHEREAS, the Landlord and the Tenant now desire to amend the Original Lease to extend the Primary Lease Term; and,

WHEREAS, the parties hereto desire to amend the Agreement as is set forth herein below.

NOW, THEREFORE, in consideration of the foregoing and the consideration set forth in the Original Lease, the parties hereto promise, covenant and agree as follows:

1. Terms and words used herein shall have the same definition and meaning as those terms and words set forth and defined in the Original Lease unless specifically stated otherwise herein.
2. Section 5 of the Original Lease shall be deleted in its entirety and replaced with a new Section 5 to read as follows:

5. TERM

This Lease shall have a term commencing on July 1, 2013 (the "Commencement Date") and ending on the date which is forty-eight (48) months from the date Tenant obtains the last of all required federal, state and local licenses necessary to operate its business ("Primary Lease Term"). Tenant shall provide to Landlord written notice of the date upon which Tenant obtains the last of all required federal, state and local licenses necessary to operate its business, which date shall be no later than the date Tenant opens for business. Such notice shall be provided to Landlord within ten (10) days of receipt of the final license needed by Tenant to operate. If, after the expiration or earlier termination of this Lease as provided herein, Tenant shall remain in possession of the Premises without an express written agreement with Landlord as to such holding, then such holding over, at Landlord's sole discretion may be deemed and taken to be a renewal and extension of this Lease for a month to

The foregoing instrument was acknowledged before me ____ day of _____, 2014, by
Melissa Richards as President, and _____ as Secretary, of Echo Brewing Cask & Barrel,
Inc.

My commission expires:
WITNESS my hand and official seal.

NOTARY
SEAL

Notary Public

8/8/14

LEASE AGREEMENT WITH OPTION TO PURCHASE

1. PARTIES

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

2. PREMISES

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

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

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

3. USE

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

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

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

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

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

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

4. ACCEPTANCE OF PREMISES

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

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

5. TERM

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

6. RENT; PREMISES TAXES; PREMISES INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

7. SECURITY DEPOSIT

No security deposit shall be due from Tenant.

8. SERVICES

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

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

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

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

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

9. TENANT REPAIRS AND ALTERATIONS

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

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

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

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

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

10. INDEMNITY

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

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

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

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

11. TENANT'S INSURANCE

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

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

12. SUBROGATION

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

13. NO LANDLORD REPAIRS OR MAINTENANCE

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

14. TENANT REPAIRS AND MAINTENANCE

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

15. LIMITED LIABILITY

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

16. HAZARDOUS MATERIALS

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

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

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

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

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

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

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

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

17. NO ASSIGNMENT OR SUBLETTING

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

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

18. DAMAGE BY CASUALTY

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

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

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

19. EMINENT DOMAIN AND CONDEMNATION

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

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

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

20. ENTRY BY LANDLORD

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

21. DEFAULT BY TENANT

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

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

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

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

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

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

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

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

and repair costs and expenses of preparation for such reletting.

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

22. SUBORDINATION AND ATTORNMENT

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

23. SIGNS AND ADVERTISING

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

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

24. BROKERS

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

25. NOTICE

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

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

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

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

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

(which shall not
constitute notice)

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

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

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

26. ESTOPPEL STATEMENT

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

27. RULES AND REGULATIONS

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

28. BREWING, SERVING OF ALCOHOL.

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

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

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

30. OPTION TO EXTEND LEASE

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

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

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

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

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

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

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

31. GENERAL PROVISIONS

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

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

(c) Time is of the essence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. OPTION TO PURCHASE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page]

EXHIBIT A

(“Improvements” and time frame for completion)

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

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

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

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

EXHIBIT B

RULES AND REGULATIONS

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

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT: **LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES**

Consideration of Resolution 15-22 (Continued from 1/27/2015 Public Hearing): A Resolution Regarding An Amendment To The Town Of Erie, Colorado, 2005 Comprehensive Plan, Land Use Plan Map For A Portion Of The Canyon Creek Subdivision Property, Town Of Erie, Adopting Certain Findings Of Fact And Conclusions Favorable To Amending The Town Of Erie, 2005 Comprehensive Plan.

CODE: 2005 Comprehensive Plan

PURPOSE: Consideration of an Amendment to the Town of Erie, Colorado, 2005 Comprehensive Plan, Land Use Plan Map to:

Remove the NC – Commercial and MDR – Medium Density Residential Land Use designations on a portion of the Canyon Creek Filing No. 9 property and replace it with the LDR - Low Density Residential Land Use designation. The change will result in approximately 26.6 acres of a portion the Canyon Creek Subdivision being designated as LDR – Low Density Residential as designated on the map in Exhibit A of Resolution P15-02.

DEPARTMENT: Community Development

PRESENTER: Deborah Bachelder AICP, Senior Planner

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

STAFF RECOMMENDATION: Staff finds the application consistent with the Comprehensive Plan Amendment approval criteria and recommends approval of the Comprehensive Plan Amendment application. Staff has provided Resolution 15-22, for Board of Trustee consideration.

The Board of Trustees continued the decision on the Comprehensive Plan Amendment Resolution, from the January 27th public hearing to this meeting, to vote on all three of the applications (Comprehensive Plan Amendment, PD-Planned Development Amendment, Preliminary Plat) that were presented concurrently at the meeting.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission held a public hearing for the Comprehensive Plan Amendment application on January 7, 2015. The Planning Commission recommended approval to the Board of Trustees, on a 5 to 0 vote, of the Comprehensive Plan Amendment by approving Resolution P15-02.

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

Property Location:

The southeast corner of Erie Parkway and 119th Street.



Current Land Use and Zoning:

Zoning: Canyon Creek PD – Planned Development
 Project Size: 26.6 Acres
 Existing Use: Vacant Lot

Adjacent Land Use and Zoning:

	ZONING	LAND USE
NORTH	Canyon Creek PD – Planned Development	Single Family Residential
EAST	Canyon Creek PD – Planned Development	Single Family Residential
SOUTH	Canyon Creek PD – Planned Development	Open Space & Single Family Residential
WEST	Orchard Glen SR – Suburban Residential	Single Family Residential
NORTHWEST	Meadow Sweet Farms SR – Suburban Residential	Single Family Residential

Proposed Site Development:

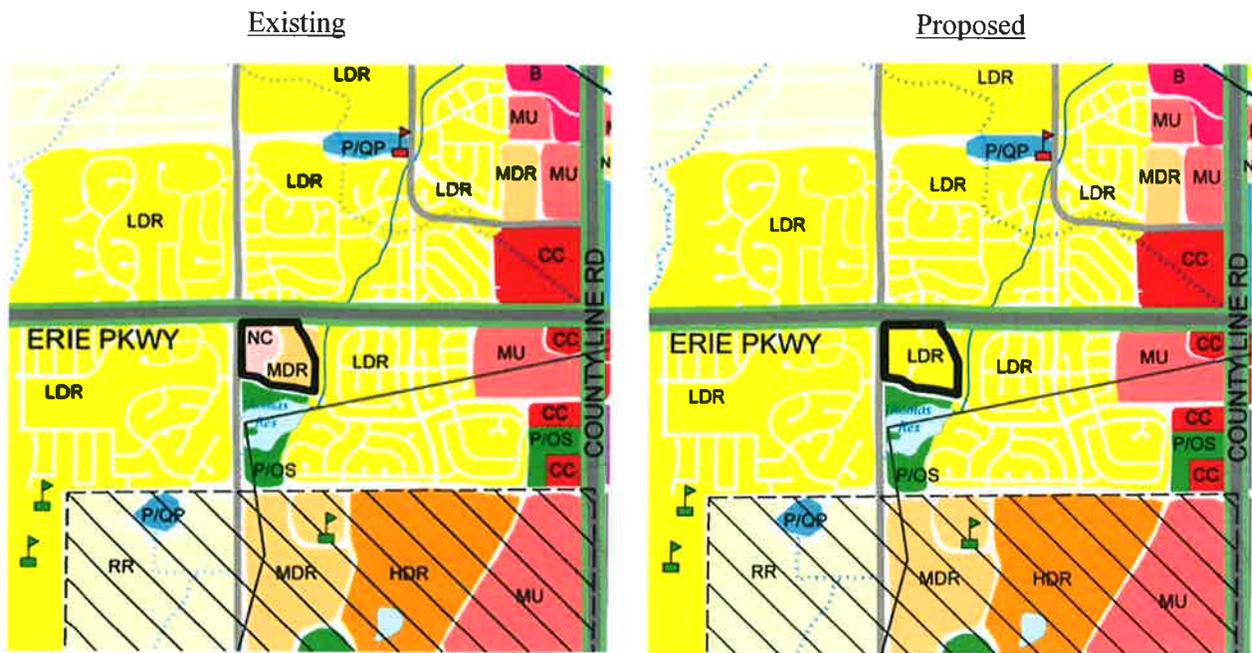
The applicant proposal for development of the Canyon Creek site includes 66 single family patio homes and 64 townhomes; 130 dwelling units total. The townhome units are to be located on the west side of the property along 119th Street and Erie Parkway; while the single family patio homes are located in the central and eastern portion of the site.

Comprehensive Plan Amendment Request:

The application request to the Planning Commission is for an approval of an amendment to the Town of Erie, Colorado, 2005 Comprehensive Plan, Land Use Plan Map within the Canyon Creek Subdivision to:

1. Remove the NC – Commercial and MDR – Medium Density Residential Land Use designations on a portion of the Canyon Creek Filing No. 9 property and replace it with the LDR - Low Density Residential Land Use designation. The change will result in approximately 26.6 acres of a portion the Canyon Creek Subdivision being designated as LDR – Low Density Residential as designated on the map in below. The gross density of the proposed development is 4.9 dwelling units per acre which fall within the 2-6 dwelling unit per acre gross density range for the LDR- Low Density Residential Land Use in the Comprehensive Plan.

Comprehensive Map Amendment – Current and Proposed:



Reference for Land-Use Plan Map Designations:

- HDR – High Density Residential
- MDR – Medium Density Residential
- LDR – Low Density Residential
- RR – Rural Residential

STAFF REVIEW AND ANALYSIS

Staff finds the application is consistent with the Comprehensive Plan approval criteria of the Plan Amendment Process and Procedures of Chapter 1, Town of Erie, Colorado, 2005 Comprehensive Plan, as outlined below:

1. The existing Comprehensive Plan and/or any related element thereof is in need of the proposed amendment;

Staff: The applicant proposes to change the land use designation in a portion of Canyon Creek Filing No. 9 to Low Density Residential use because the applicant believes Low Density Residential is the best land use for this area and that they will be providing a unique housing type not currently

provided for in the Canyon Creek Subdivision. The applicant is proposing to provide 66 single family detached patio homes and 64 townhome dwelling units

2. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Plan;

Staff: The proposed amendment is compatible with the surrounding neighborhood.

3. The proposed amendment will have no major negative impacts on transportation, services, and facilities;

Staff: The proposed residential use will potentially have less of an impact on transportation, services, and facilities than current Neighborhood Mixed Use and Medium Density Residential land use designations.

4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provision;

Staff: This is an infill site and adequate services and facilities are available.

5. The proposed amendment, if for an area that is outside of the Town's current municipal boundaries, is consistent with the Town's ability to annex the property;

Staff: Not applicable.

6. Strict adherence to the Plan would result in a situation neither intended nor in keeping with other key elements and policies of the Plan; and

Staff: The applicant proposes to change the land use designation in a portion of Canyon Creek Filing No. 9 to Low Density Residential use because the applicant believes Low Density Residential is the best land use for this area and that they will be providing a unique housing type not currently provided for in the Canyon Creek Subdivision. The applicant is proposing to provide 66 single family detached patio homes and 64 townhome dwelling units

7. The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.

Staff: The proposed plan amendment promotes the public welfare and is consistent with the Comprehensive Plan.

PUBLIC NOTICE:

Colorado Hometown Weekly Newspaper Publication: January 7, 2015

Longmont Times Call Newspaper Publication: January 9, 2015

The documentation required for the Comprehensive Plan Amendment application is complete. The Community Development file for the Comprehensive Plan Amendment application is entered into the public record.

STAFF RECOMMENDATION:

Staff finds the application consistent with the Comprehensive Plan Amendment approval criteria and recommends approval of the Comprehensive Plan Amendment application. Staff has provided Resolution 15-22, for Board of Trustee consideration.

The Board of Trustees continued the decision on the Comprehensive Plan Amendment Resolution, from the January 27th public hearing to this meeting, to vote on all three of the applications (Comprehensive Plan Amendment, PD-Planned Development Amendment, Preliminary Plat) that were presented concurrently at the meeting.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- A. Resolution 15-22
- B. Planning Commission Resolution P15-02
- C. Planning Commission Meeting Minutes

RESOLUTION NO. 15-22

A RESOLUTION REGARDING AN AMENDMENT TO THE TOWN OF ERIE, COLORADO, 2005 COMPREHENSIVE PLAN, LAND USE PLAN MAP FOR A PORTION OF THE CANYON CREEK SUBDIVISION PROPERTY, TOWN OF ERIE, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO AMENDING THE TOWN OF ERIE, 2005 COMPREHENSIVE PLAN.

WHEREAS, the Planning Commission of the Town of Erie, Colorado, conducted a public hearing on January 7, 2015, pursuant to the published notice for a comprehensive plan amendment to the Town Of Erie, 2005 Comprehensive Plan, Land Use Plan Map, on the application of Boulder Creek Neighborhoods, LLC, 712 Main Street, Louisville, Colorado, on the following real property; to wit:

A Parcel Located in a Part 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,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, received and considered an amendment to the Town Of Erie, 2005 Comprehensive Plan, on January 27, 2015 on the application of Boulder Creek Neighborhoods, LLC, 712 Main Street, Louisville, Colorado, to make the following changes to the Land Use Plan Map:

1. Remove the NC – Commercial and MDR – Medium Density Residential Land Use designations on a portion of the Canyon Creek Filing No. 9 property and replace it with the LDR - Low Density Residential Land Use designation. The change will result in approximately 26.6 acres of a portion the Canyon Creek Subdivision being designated as LDR – Low Density Residential as designated on the map in Exhibit A.

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

Section 1. Findings of Fact

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

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

Section 2. Conclusions

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

Section 3. Order Approving the Comprehensive Plan Amendment

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

- 1. Remove the NC – Commercial and MDR – Medium Density Residential Land Use designations on a portion of the Canyon Creek Filing No. 9 property and replace it with the LDR - Low Density Residential Land Use designation. The change will result in approximately 26.6 acres of a portion the Canyon Creek Subdivision being designated as LDR – Low Density Residential as designated on the map in Exhibit A.

As illustrated in the Comprehensive Plan Amendment Map in Exhibit A.

INTRODUCED, READ, SIGNED AND APPROVED this 10th day of February 2015.

TOWN OF ERIE,
A Colorado municipal corporation

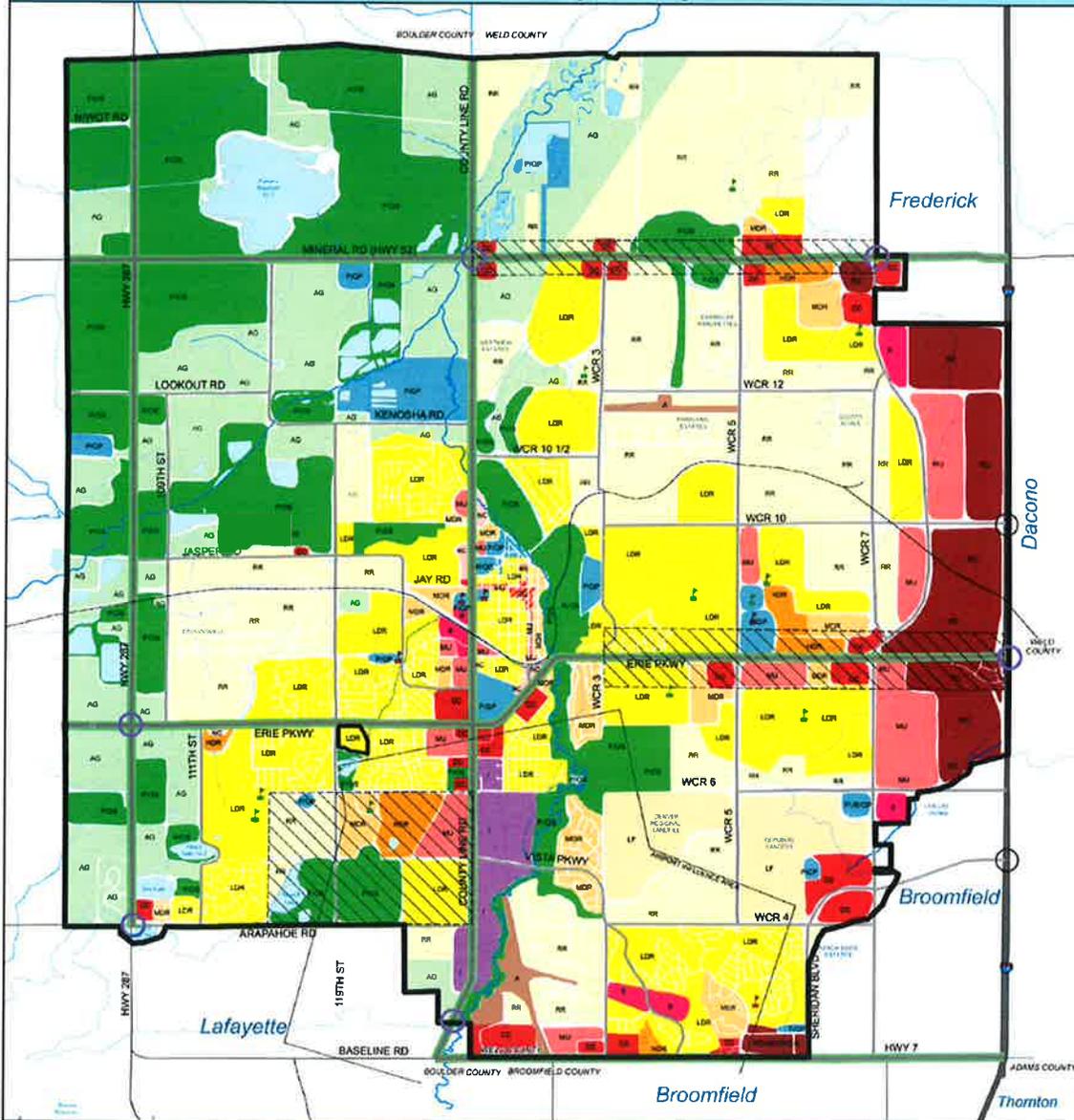
By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

EXHIBIT A

Town of Erie, Colorado 2005 Comprehensive Plan Land Use Plan Map - Proposed



Land Use Plan Legend

Agriculture	Medium Density Residential (8-12 du/ac)	Business	Canal/Ditch
Parks/Public Open Space	High Density Residential (12-20 du/ac)	Industrial	Railroad
Public/Quasi Public	Downtown District	Reservoirs	Community Gateways
LP Landfill	Neighborhood Commercial	County Boundary	I-25 Interchange (Future)
Airport	Community Commercial	Planning Area Boundary	Elementary School
RR Rural Residential (0-2 du/ac)	Regional Commercial	Areas of Special Consideration	Middle School
LDR Low Density Residential (2-8 du/ac)	Mixed Use		High School

Scale: 0 0.25 0.6 1 Miles

Source: Boulder County GIS, 2005. GIS data provided by the Town of Erie Planning Area Boundary and is subject to change. Land use patterns depicted on this map are general and do not represent any specific project or development. The map is intended for informational purposes only and does not constitute a contract or any other legal instrument. The map is subject to change without notice. The Comprehensive Plan Commission reserves the right to amend the map at any time. The Comprehensive Plan Commission reserves the right to amend the map at any time. The Comprehensive Plan Commission reserves the right to amend the map at any time.

Map Revision Date: SEPTEMBER 25, 2013

RESOLUTION NO. P15-02

A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO THE TOWN OF ERIE, COLORADO, 2005 COMPREHENSIVE PLAN, LAND USE PLAN MAP FOR A PORTION OF THE CANYON CREEK SUBDIVISION PROPERTY; ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO AMENDING THE TOWN OF ERIE, COLORADO, 2005 COMPREHENSIVE PLAN, LAND USE PLAN MAP.

WHEREAS, the Planning Commission of the Town of Erie, Colorado, has received and considered an amendment to the Town Of Erie, Colorado, 2005 Comprehensive Plan, Land Use Plan Map on the application of Boulder Creek Neighborhoods, LLC, 712 Main Street, Louisville, Colorado, for a portion of the Canyon Creek Subdivision, County of Boulder, State of Colorado, being the following real property; to wit:

A Parcel Located in a Part 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,

and has held at a public hearing on the proposed amendment on Wednesday, January 7, 2015; and

WHEREAS, the Planning Commission recommends to the Board of Trustees the following amendments to the Town Of Erie, Colorado, 2005 Comprehensive Plan, Land Use Plan Map:

1. Remove the NC – Commercial and MDR – Medium Density Residential Land Use designations on a portion of the Canyon Creek Filing No. 9 property and replace it with the LDR - Low Density Residential Land Use designation. The change will result in approximately 26.6 acres of a portion the Canyon Creek Subdivision being designated as LDR – Low Density Residential as designated on the map in Exhibit A.

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

Section 1. Findings of Fact

1. The applicant's application and supporting documents are in substantial compliance with the "Plan Amendment Procedure" of Chapter 1 of the Town of Erie, Colorado, 2005 Comprehensive Plan.
2. The Planning Commission of the Town of Erie, Colorado has determined that the Comprehensive Plan Amendment request to remove the NC – Commercial and MDR – Medium Density Residential Land Use designations on a portion of the Canyon Creek Filing No. 9 property and replace it with the LDR - Low Density

Residential Land Use designation meets the Approval Criteria as specified in the Town Of Erie, Colorado, 2005 Comprehensive Plan. The change will result in approximately 26.6 acres of a portion the Canyon Creek Subdivision being designated as LDR – Low Density Residential as designated on the map in Exhibit A. The Planning Commission makes the following findings of fact:

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

Section 2. Conclusions

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

Section 3. Recommendations and Conditions

1. The Planning Commission recommends, to the Board of Trustees, approval of an Amendment to the Town Of Erie, Colorado, 2005 Comprehensive Plan, Land Use Plan Map, to change the following for a portion of the Canyon Creek Subdivision, County of Boulder, State of Colorado:
 - a. Remove the NC – Commercial and MDR – Medium Density Residential Land Use designations on a portion of the Canyon Creek Filing No. 9 property and replace it with the LDR - Low Density Residential Land Use designation. The change will result in approximately 26.6 acres of a portion the Canyon Creek Subdivision being designated as LDR – Low Density Residential as designated on the map in Exhibit A.

INTRODUCED, READ, SIGNED AND APPROVED this 7th day of January, 2015.

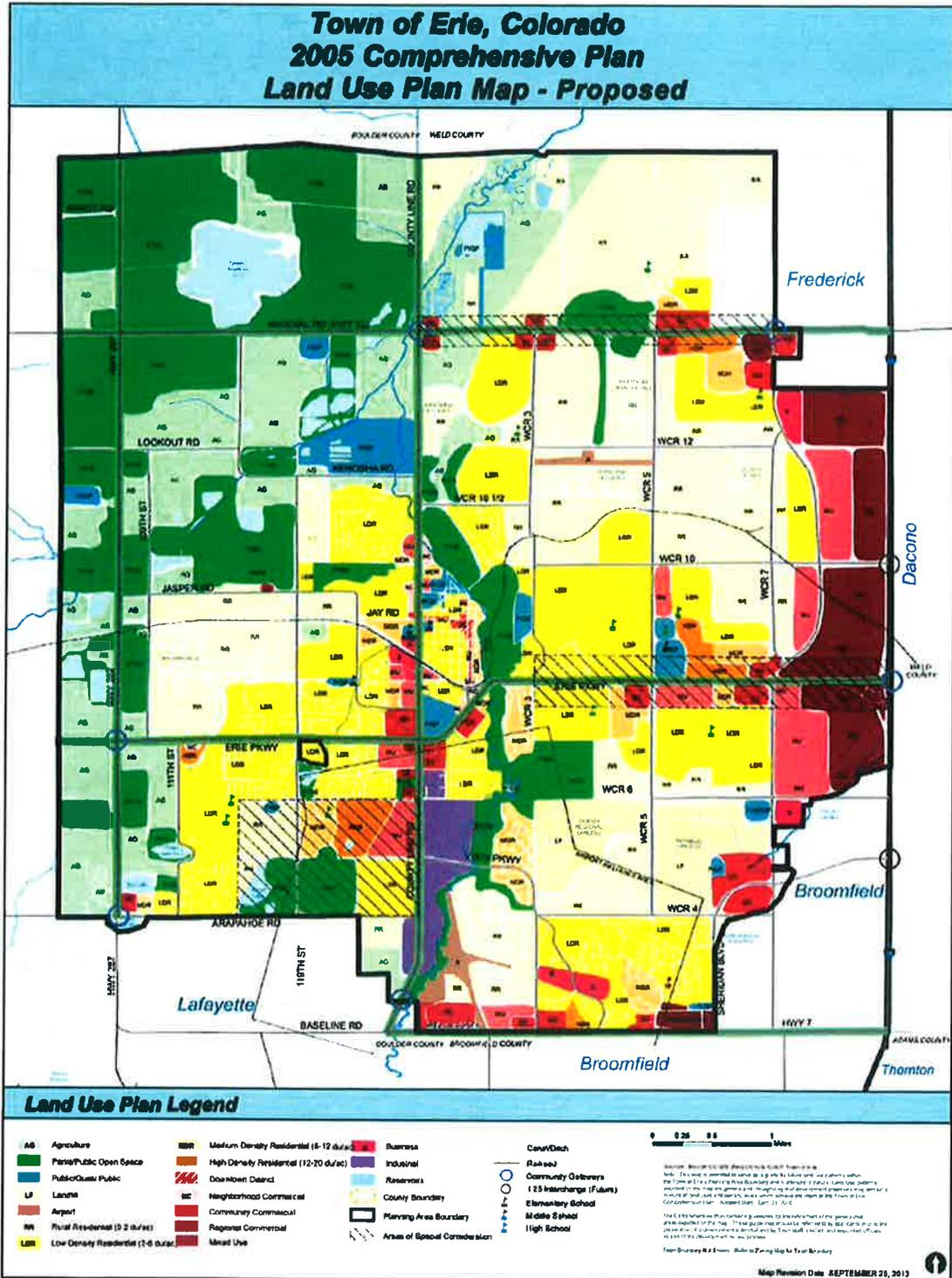
TOWN OF ERIE, PLANNING COMMISSION

By: 
J. Eric Bottenhorn, Chair

ATTEST:

By: 
~~Hallie S. Sawyer, Secretary~~
Melinda Helmer

EXHIBIT A



Town of Erie
Planning Commission Special Meeting
Wednesday, January 7, 2015
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, Co 80516

I. CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE

Chairman Bottenhorn called the Regular Meeting of the Erie Planning Commission to order at 6:44 p.m.

II. ROLL CALL

Commissioner Gippe - present
Commissioner Fraser – present
Commissioner Kemp – present
Commissioner Harrison – late arrived at 7:00 p.m.
Commissioner Burgard – absent
Commissioner Campbell – absent
Chairman Bottenhorn - present

Staff Present: R. Martin Ostholthoff, Community Development Director;
Deborah Bachelder, Senior Planner; and
Melinda Helmer, Secretary to the Commission

III. APPROVAL OF THE AGENDA

Action: Commissioner Fraser moved to approve the January 7, 2015, Regular Meeting Agenda as submitted. The motion, seconded by Commissioner Kemp, carried with all voting in favor thereof.

IV. APPROVAL OF MINUTES

a. Minutes from the December 17, 2014 Planning Commission Regular Meeting.

Action: Commissioner Fraser moved to approve the December 17, 2014, minutes as submitted. The motion, seconded by Commissioner Kemp, carried with all voting in favor thereof.

V. PUBLIC COMMENTS (This agenda item provides the public an opportunity to discuss items other than items that are on the agenda. The Planning Commission is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.)
None.

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

1. Designation of Posting Locations

Purpose: Annual adoption of posting locations for public notices.

Project File #: N/A

Request: Approval of Resolution P15-01: A Resolution Regarding The Posting Locations For Notice of Public Hearing.

Location: N/A

Zoning: N/A

Applicants: Town of Erie

Staff: Marty Ostholthoff, Community Development Director

Community Development Director, Marty Ostholthoff presented the Commission with Resolution No. P15-01. This is the first resolution of every year as state law requires the town to designate posting locations of the agenda. Current designation locations are the north end of the hallway at Town Hall (645 Holbrook St.) and the Erie Post Office (150 Wells St.). In addition, the Town posts to Comcast Channel 8 as well as the Town of Erie's Website. Staff recommends approval of this resolution.

Action: Commissioner Gippe moved to approve Resolution P15-01: A Resolution Regarding the Posting Locations for Notice of Public Hearing. The motion, seconded by Commissioner Kemp, carried with all voting in favor thereof.

2. Public Hearing - Canyon Creek Comprehensive Plan Amendment

Purpose: Consideration of an Amendment to the Town of Erie, Colorado, 2005 Comprehensive Plan, Land Use Plan Map to remove the NC – Commercial and MDR – Medium Density Residential Land Use designations on a portion of the Canyon Creek Filing No. 9 property and replace it with the LDR - Low Density Residential Land Use designation. The change will result in approximately 26.6 acres of a portion the Canyon Creek Subdivision being designated as LDR – Low Density Residential.

Project No: CPA-14-00005

Request: Consideration of Resolution P15-02, A Resolution Recommending Approval Of An Amendment To The Town Of Erie, Colorado, 2005 Comprehensive Plan, Land Use Plan Map For A Portion Of The Canyon Creek Subdivision Property; Adopting Certain Findings Of Fact And Conclusions Favorable To Amending The Town Of Erie, Colorado, 2005 Comprehensive Plan, Land Use Plan Map.

Location: Southeast corner of Erie Parkway and North 119th Street.

Zoning: PD – Planned Development (Canyon Creek)

Applicant: Boulder Creek Neighborhoods, LLC.

Staff: Deborah Bachelder

3. Public Hearing - Canyon Creek PD-Planned Development Amendment No. 8

Purpose: Consideration of a PD-Planned Development Amendment in the Canyon Creek Subdivision to amend: 1. Architectural standards for proposed single family patio homes; 2. Lot sizes and setbacks for proposed townhomes and single family patio homes; and, 3. Street standards to allow attached walks on local streets with single family patio homes fronting on the street.

Project No: PDA-14-00006

Request: Consideration of Resolution P15-03, A Resolution Regarding The Hearing On Canyon Creek PD Amendment No. 8, Adopting Certain Findings Of Fact And Conclusions Favorable To The PD Amendment.

Location: Southeast corner of Erie Parkway and North 119th Street.

Zoning: PD – Planned Development (Canyon Creek)

Applicant: Boulder Creek Neighborhoods, LLC.

Staff: Deborah Bachelder

4. Public Hearing - Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat

Purpose: Consideration of a Preliminary Plat that includes 66 single family lots for patio homes and 64 single family attached lots for townhomes within the Canyon Creek Filing No. 9, 1st Amendment.

Project No: PP-14-00014

Request: Consideration of Resolution P15-04, A Resolution Regarding The Preliminary Plat Of Canyon Creek Filing No. 9, 1st Amendment, Adopting Certain Findings Of Fact And Conclusions Favorable To The Preliminary Plat.

Location: Southeast corner of Erie Parkway and North 119th Street.

Zoning: PD – Planned Development (Canyon Creek)

Applicant: Boulder Creek Neighborhoods, LLC.

Staff: Deborah Bachelder

5. Public Hearing - Canyon Creek Filing No.9, 1st Amendment Site Plan

Purpose: Consideration of a Site Plan with 64 single family attached lots for townhomes within the Canyon Creek Filing No. 9, 1st Amendment.
Project No: SP-14-00034
Request: Consideration of Resolution P15-05, A Resolution Making Certain Findings Of Fact And Conclusions Favorable To The Site Plan For Canyon Creek Filing No. 9, 1st Amendment, Town Of Erie, County Of Boulder, State Of Colorado.
Location: Southeast corner of Erie Parkway and North 119th Street.
Zoning: PD – Planned Development (Canyon Creek)
Applicant: Boulder Creek Neighborhoods, LLC.
Staff: Deborah Bachelder

Action: **Chairman Bottenhorn opened the Public Hearing for Resolution Nos. P15-02, P15-03, P15-04 and P15-05 at 6:47 p.m.**

Senior Planner, Deborah Bachelder presented the Commission with all four land use applications (Canyon Creek Comprehensive Plan Amendment, Canyon Creek PD-Planned Development Amendment No. 8, Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat, and Canyon Creek Filing No.9, 1st Amendment Site Plan). Staff recommends approval of the Comprehensive Plan Amendment to change the current land use designation from NC – Neighborhood Commercial and MDR – Medium Density Residential to LDR – Low Density Residential Land Use. Staff recommends approval of the Canyon Creek PD Amendment No. 8 application with the condition that the applicant remove the section titled "Standards for Pedestrian Facilities in SFD-P Single Family" in the PD Amendment that would allow attached walks to be installed. Staff is recommending approval of the Preliminary Plat with four conditions: 1) Canyon Creek PD Amendment No. 8 shall be approved and recorded before the Preliminary Plat approval comes in effect; 2) The Canyon Creek Filing No. 9, Block 4, Lots 1 – 3 Final Plat shall be vacated prior to recordation of a final plat for Canyon Creek Filing No. 9, 1st Amendment Final Plat; 3) The Town and Owner will enter into a Development Agreement, prior to recordation of the Canyon Creek Subdivision Filing No. 9, 1st Amendment Plat; and 4) If construction is proposed to begin between March 15th and August 31st, a formal migratory bird survey shall be conducted before construction commences. Lastly, staff is recommending approval of the Canyon Creek Filing No. 9, 1st Amendment Site Plan and request for Alternative Equivalent Compliance with the conditions that: 1) The Site Plan approval requires the Canyon Creek PD Amendment No. 8 be approved and recorded before the Site Plan is signed and put into effect; 2) The Site Plan may only be signed and put into effect after a Final Plat for the property is recorded; and 3) Staff may direct the consultants to make technical corrections to the documents.

The applicant, David Gregg, representing Boulder Creek Neighborhoods also gave a presentation to the Commission.

Action: **Chairman Bottenhorn swore in the audience for Public Comment.**

Micah Porter, 2041 Wheatberry Court, spoke against the development of this neighborhood as it goes against what the Comprehensive Plan allows and believes the market is geared toward families and not retirees.

Rob Cope, 403 Wheatberry Drive, spoke in favor of the neighborhood as there is a shortage of accessible homes in the area and believes that this will add to the value and attraction of living in Erie. Clay Davis, 1706 Daily Drive, spoke in favor of the neighborhood with the proposed change in land use. His only concern was with the elevation of the grade on the Southeast corner of the property.

Action: **Chairman Bottenhorn closed the Public Hearing at 8:07 p.m.**

Action: Commissioner Kemp moved to approve Resolution P15-02. The motion, seconded by Commissioner Fraser, carried with all voting in favor thereof.

Action: Commissioner Fraser moved to approve Resolution P15-03. The motion, seconded by Commissioner Harrison, carried in favor with a 4-1 vote: Commissioner Kemp voting no.

Action: Commissioner Kemp moved to approve Resolution P15-04. The motion, seconded by Commissioner Gippe, carried with all voting in favor thereof.

Action: Commissioner Fraser moved to approve Resolution P15-05. The motion, seconded by Commissioner Gippe, carried with all voting in favor thereof.

VII. STAFF REPORTS (This agenda items is reserved for specific items from Staff requiring Commission direction or just relaying important information.)
Nothing to report.

VIII. COMMISSIONER REPORTS AND DISCUSSION ITEMS (This agenda item is for all Planning Commission reports and items of information as well as Commission discussion items, not listed on the agenda)
None.

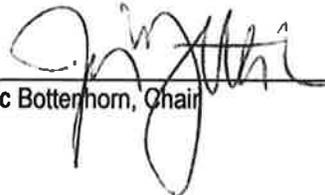
IX. ADJOURNMENT

Action: Chairman Bottenhorn adjourned the January 7, 2015 Planning Commission Meeting at 8:12 p.m.

Respectfully Submitted,

Town of Erie Planning Commission

By: 
Melinda Helmer, Secretary

By: 
J. Eric Bottenhorn, Chair

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT: **LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES**
CONSIDERATION OF ORDINANCE 04-2015 (SECOND READING):
An Ordinance Of The Town Of Erie, Colorado, Approving Canyon Creek PD Amendment No. 8; Making Findings Supporting Canyon Creek PD Amendment No. 8; And, Setting Forth Details In Relation Thereto.

CODE REVIEW: Erie Municipal Code, Title 10

PURPOSE: Boulder Creek Neighborhoods, LLC requests approval of Canyon Creek PD Amendment No. 8 to amend:

1. architectural standards for proposed single family patio homes;
2. lot sizes and setbacks for proposed townhomes and single family patio homes; and,
3. street standards to allow attached walks on local streets with single family patio homes fronting on the street.

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 type="checkbox"/> No

STAFF RECOMMENDATION: Staff finds the application consistent with the PD Amendment approval criteria in Municipal Code Section 10.7.6 D.9 and recommends approval of the Canyon Creek PD Amendment No. 8 application, on a second reading of the Ordinance, with the condition that the applicant remove the section titled "STANDARDS FOR PEDESTRIAN FACILITITES IN SFD-P SINGLE FAMILY" from Sheet 3 of the Canyon Creek PD Amendment No. 8 document. Staff has provided draft Ordinance 04-2015 approving the application for the Board of Trustees to consider.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission held a public hearing for the PD Amendment request on January 7, 2015. The Planning Commission recommended (4-1) approval of the PD Amendment, with the condition that the applicant remove the section titled "STANDARDS FOR PEDESTRIAN FACILITITES IN SFD-P SINGLE FAMILY" from Sheet 3 of the Canyon Creek PD Amendment No. 8 document, in Resolution P15-03.

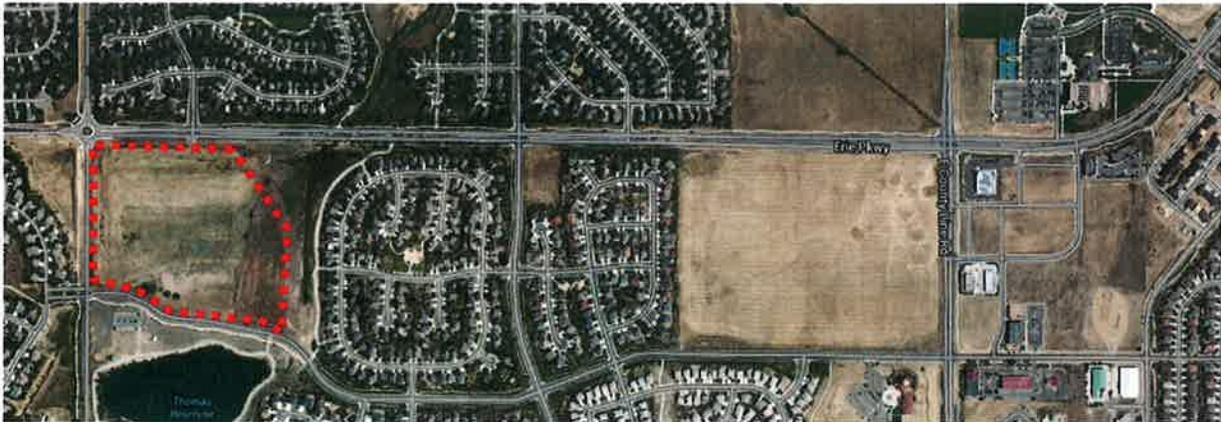
SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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

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

Property Location:

The southeast corner of Erie Parkway and 119th Street.



Current Land Use and Zoning:

Zoning: Canyon Creek PD – Planned Development
 Project Size: 26.6 Acres
 Existing Use: Vacant Lot

Adjacent Land Use and Zoning:

	ZONING	LAND USE
NORTH	Canyon Creek PD – Planned Development	Single Family Residential
EAST	Canyon Creek PD – Planned Development	Single Family Residential
SOUTH	Canyon Creek PD – Planned Development	Open Space & Single Family Residential
WEST	Orchard Glen SR – Suburban Residential	Single Family Residential
NORTHWEST	Meadow Sweet Farms SR – Suburban Residential	Single Family Residential

Compliance with Town of Erie Comprehensive Plan:

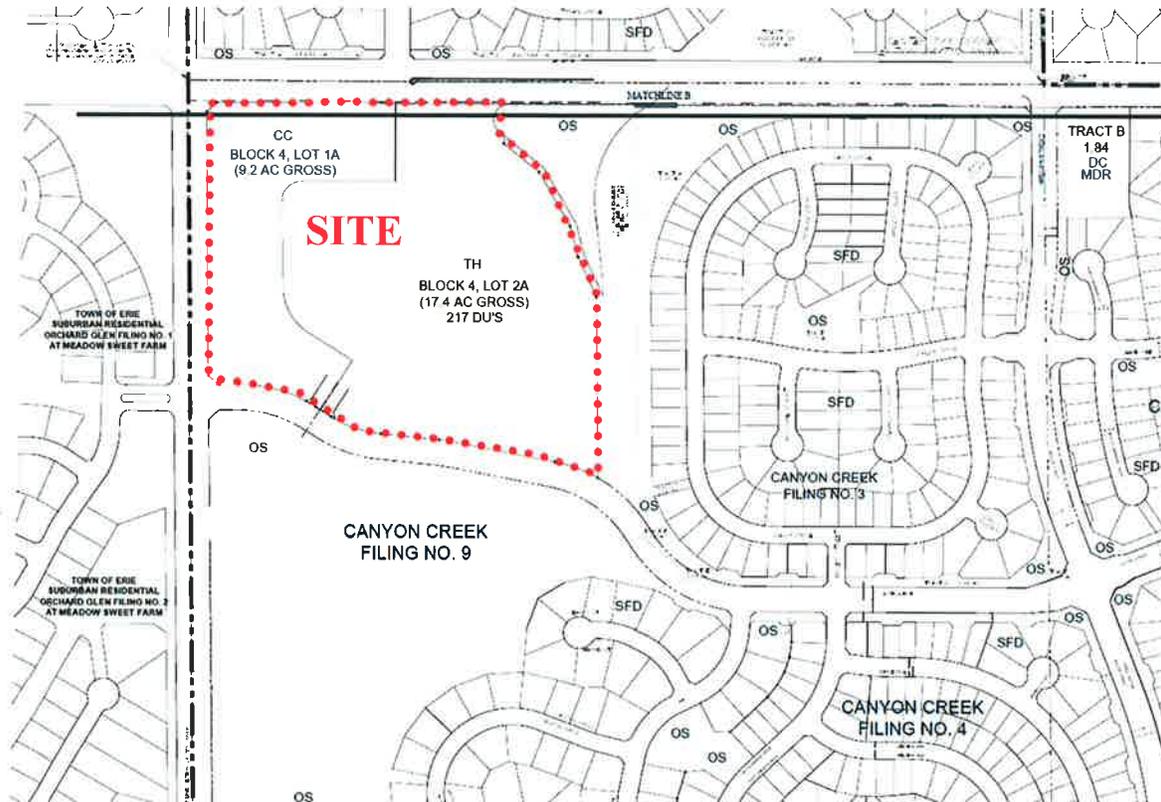
The applicant has a Comprehensive Plan Amendment land use application in concurrent review with the PD Amendment Land Use application. The Comprehensive Plan Amendment proposes to change the land use designation from NC-Neighborhood Commercial and MDR-Medium Density Residential to LDR-

Low Density Residential on the 2005 Comprehensive Plan, Land Use Plan Map. Please see the Comprehensive Plan Amendment memo to view the map change. Approval of the Comprehensive Plan Amendment will bring the Canyon Creek PD Amendment No. 8 into compliance with the Comprehensive Plan.

Current Canyon Creek PD Amendment No. 7:

As illustrated on the PD map below, the 26 acres in the Canyon Creek Subdivision is currently designated in the PD zoning for 9.2 acres of community commercial uses and for up to 217 townhomes on the other 17.4 acres.

Existing Canyon Creeks PD Amendment No. 7 Map



Proposed Canyon Creek PD Amendment No. 8:

Canyon Creek PD Amendment No. 8 proposes amendments to address development of the proposed townhomes and single family patio homes.

Proposed Land Uses

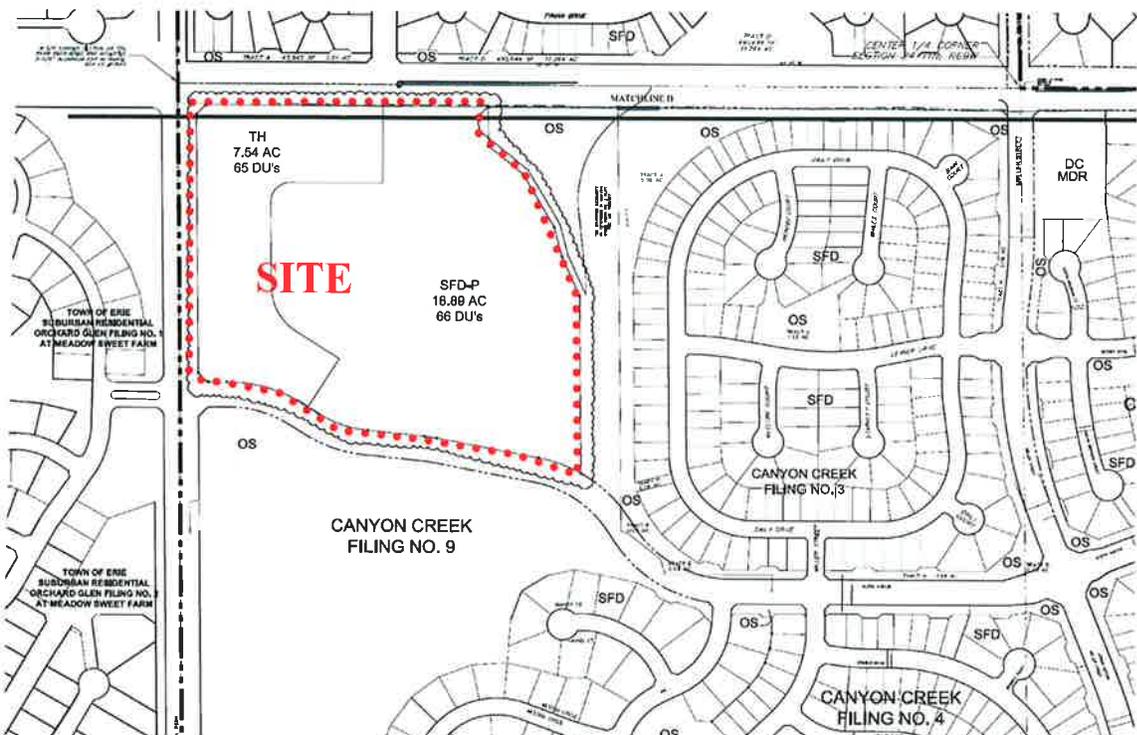
As illustrated on the PD Amendment map below, the proposal for the 26 acres in Canyon Creek Filing No. 9 is to designate in the PD zoning 65 dwelling units on 7.54 acres for townhomes and 66 dwelling units on the other 18.89 acres for single family patio homes. The total number of dwelling units allowed would be 131; this is 86 units less than the current Canyon Creek PD allows for townhomes only.

The SFD-P single family dwelling – patio homes are proposed on individual lots with garages that access from the front of the lot. All of the patio homes will back onto an open space tract.

The townhomes are similar to the townhomes that Boulder Creek Neighborhoods have constructed in Erie Commons across the street from the library. The townhomes will be on individual lots that have garages that

are accessed off a rear alley and the fronts of the townhomes face onto either a street or common courtyard that provides pedestrian access.

Proposed Canyon Creeks PD Amendment No. 8 Map



Minimum Lot Sizes:

In addition to amending the allowed land uses, the PD Amendment also proposes new lot sizes and minimum lot widths for the proposed land uses.

Below is the proposed table of new minimum lot sizes for the SFD-P single family detached patio homes and the TH town homes in Canyon Creek Filing No. 9 (the proposed amendment area is bubbled):

III. MINIMUM LOT SIZES (per Planning Area)

PLANNING AREA (Filing No.)	MIN. RES. LOT AREA (sq. feet)	MIN. INTERIOR RES. LOT WIDTH (feet)	MIN. CORNER RES. LOT WIDTH (feet)
Filing No.1	5,000	50'	60'
Filing No.2	5,000	50'	60'
Filing No.3	5,000	50'	60'
Filing No.4	5,000	50'	60'
Filing No.5	5,000	50'	60'
Filing No.6	5,000	50'	60'
Filing No.7	5,000	50'	60'
Filing No.8	N/A	N/A	N/A
Filing No.9 SFD	9,500	80'	90'
Filing No.9 SFD-P	5500	35'	40'
Filing No.9 TH	1450	20'	35'
Filing No.10	N/A	N/A	N/A

As reference for comparison; the table below is the Town’s Municipal Code standard minimum lot sizes for our LR – Low Density Residential and MR – Medium Density Residential zoning districts.

Zone District	Minimum Lot Area	Minimum Lot Width
LR – Low Density Residential	5,000 Single Family 2,500 Multifamily	50 feet Single Family 60 feet Single Family corner lot No minimum lot width for Multifamily
MR – Medium Density Residential	5,000 Single Family 2,500 Multifamily	50 feet Single Family 60 feet Single Family corner lot No minimum lot width for Multifamily

Minimum Setbacks:

The PD Amendment proposes new setbacks for the proposed land uses. Below is the proposed table of new minimum setbacks for the SFD-P single family detached patio homes and the TH town homes in Canyon Creek Filing No. 9 (the proposed amendment area is bubbled):

IV. MINIMUM SET BACK TO PRINCIPAL BUILDINGS

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

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

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

As reference for comparison; the table below is the Town’s Municipal Code standard setbacks for our LR – Low Density Residential and MR – Medium Density Residential zoning districts.

Zone District	Front Yard to Garage	Front Yard to Building	Side Yard Interior Lot Line	Side Yard to Street	Rear Yard
LR – Low Density Residential	20'	20'	5'0' for attached dwelling unit	20'	20'
MR – Low Density Residential	20'	20'	5'0' for attached dwelling unit	20''	20''

The proposed PD Amendment for the SFD-P includes:

- The front yard setback for a forward facing garage to remain at the Town’s standard of 20 feet.
- Reduction in the front yard setback to a side loaded garage and to the living area within a dwelling unit from 20 feet to 15 feet.
- The interior side yard setback to remain at the Town’s standard of 5 feet.
- The side yard setback to a street has been reduced from the Town’s standard of 20 feet to 10 feet.
- Reduction in the rear yard setback from the Town’s standard of 20 feet to 10’ feet. Please note that all of the rear yards of the single family detached – patio homes are adjacent to a separate landscape tract that has a minimum width of 20 feet.

The proposed PD Amendment for the TH includes:

- Reduction in the front yard setback to 5 feet from the Town’s standard 20 feet. Please note that all of the front yards of the townhomes are either facing a street with a landscape tract between the lot and street right of way of no less than 15 feet; or, facing a landscaped courtyard tract that is over 30 feet in width.
- The interior side yard setback to remain at the Town’s standard of 5 feet and 0 feet where the units are attached.
- The side yard setback to a street has been reduced from the Town’s standard of 20 feet to 5 feet. Please note that all of the side yards adjacent to a street have a landscape tract between the lot and street right of way with a minimum width of 6.5 feet.
- Reduction in the rear yard setback from the Town’s standard of 20 feet to 5’ feet. Please note that all of the rear yards of the townhomes are for garages that access onto a private alley in a separate tract that is 20 feet wide.

The proposed PD Amendment also includes new setback encroachment language for the SFD-P and TH in Canyon Creek Filing No. 9 (the proposed amendment area is bubbled).

Filing No.9 - SFD	25'	25'	10'	20'	20'
- TH****	20'	5'	5/0'/*	5'	5'
- SFD-P****	20'	15'****	5'	10'	10'
Filing No. 10 - CBR	N/A	20'	10/0'	20'	20'

*Side Yard setbacks are 0-feet for attached buildings only

**Eaves and fireplace cantilevers are permitted to encroach into the sideyard setback of SFD homes a maximum of two (2) feet. Window wells may encroach into the sideyard setback of SFD homes a maximum of three (3) feet.

***Eaves are permitted to encroach into the sideyard setback a maximum of two (2) feet. Window wells may encroach into the sideyard setback a maximum of three (3) feet.

****Incidental Architectural Features such as Cornices, eaves, canopies, chimneys, bay windows, ornamental features and other similar architectural features may project not more than two (2) feet into any required setback provided these projections are at least three (3) feet from any lot line on the Townhomes and side lot lines on the SFD Patio Homes; and five (5) feet from the front and rear lot line on the SFD Patio Homes.

*****Includes side load garage.

The proposed encroachment for the SFD-P and TH includes:

- All setbacks (front, side and rear) may have Incidental Architectural Feature encroachments of up to 2 feet into the required setback.

Architectural Standards for Single Family Detached – Patio Homes:

Within the Canyon Creek PD Amendment No. 8, new architectural standards have been proposed for the patio homes. The proposed standards are the same standards that were adopted for Erie Highlands single family homes and are similar to those in Colliers Hill.

Sidewalks Adjacent to Single Family Detached – Patio Homes:

The Canyon Creek PD Amendment No. 8 is proposing to amend Municipal Code 10.6.5 F.1.b. that states “Detached sidewalks shall be installed on both sides of all public streets.” The applicant is requesting attached sidewalks for the street frontages with patio home front yards. All the other portions of the development will have detached walks. The applicant has stated that attached walks are better for seniors.

This is the only item, of the proposed PD Amendments, that staff does not support. Staff supports the Municipal Code requirement for a tree lawn and detached walk. The applicant has not proposed an age restricted development and staff anticipates a mixed age range of property owners within this development. Although this housing type may appeal to older adults, the current Town demographics lean heavily toward younger couples with families. Staff has stated to the applicant that we are open to exploring alternatives to grass between the back of curb and detached sidewalk, as long as the street tree requirement is met but the applicant was not in favor of this approach. Staff is recommending, in the draft Resolution, that the attached sidewalk provision be removed from the PD Amendment. Removal of this section from the PD Amendment will require the applicant to meet our detached sidewalk standard.

Austin Avenue Landscape Buffer for Single Family Detached – Patio Homes:

The Canyon Creek PD Amendment No. 8 is proposing to amend Municipal Code 10.5.5 E.12. that states “Double frontage residential through lots are only permitted where no other configuration is practicable, such lots shall provide extra lot depth, which is at a minimum 10 feet in addition to the required right-of-way and the minimum lot size, and will be required to provide a landscape buffer outside of the double frontage lot in a separate tract or easement, at the Town’s discretion, of not less than 30 feet on the side designated by the Town. Tracts or easements less than 30 feet between the rear of a lot and street right-of-way shall not be considered by the Town.” The applicant is proposing to reduce the minimum 30 foot landscape tract to 25 feet, for only that portion of the patio homes that back onto Austin Avenue. All other areas will meet the 30 foot minimum. Staff supports the PD Amendment request that states “Double frontage residential through lots are permitted with a landscape buffer outside of the double frontage lot in a separate tract of not less than 25 feet between the rear of a lot and the Austin Avenue street right-of-way.”

STAFF ANALYSIS:

Canyon Creek PD Amendment No. 8 was reviewed for conformance with Municipal Code, Title 10, UDC Section 10.7.23 C.9. Approval Criteria. Staff finds the Canyon Creek PD Amendment No. 8 application in compliance with the Approval Criteria as listed below.

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

Staff: It is generally consistent.

- b. The modification to the UDC regulations is based on creative and innovative design and amenities incorporated in the PD zone district that could not otherwise be achieved through other standard zoning districts or through another modification processes such as Alternative Equivalent Compliance in UDC Subsection 6.1.C or the PUD Overlay District in UDC Subsection 2.7.D.

Staff: The modification allows for the construction of the proposed single family detached patio homes and townhomes on small lots with minimal setbacks in tradeoff for more common areas.

The only change that staff is requesting is that the modification to allow attached sidewalks in front of the single family detached patio homes be removed from the PD Amendment.

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

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

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

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

- e. Adequate and sufficient public safety, utility facilities and services, recreation facilities, parks, open space, and schools are available to serve the property, while maintaining sufficient levels of service to existing development.

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

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

Staff: All proposed vehicular facilities meet the Town Municipal Code requirements.

- g. A pedestrian and bicycle circulation system that provides connections to adjacent properties, existing and future trails, parks, open space, recreational facilities, schools, and other places of public gathering.

Staff: Adequate pedestrian and bicycle circulation are proposed.

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

Staff: Significant adverse impacts are not anticipated.

- i. The PD zone district will not result in significant adverse impacts on properties in the vicinity of the PD zone district, or such impacts will be substantially mitigated.

Staff: Significant adverse impacts are not anticipated.

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

Staff: The proposed development will be compatible in scale.

- k. The residential areas of a PD zone district allocate a variety of housing types and densities appropriate to the size of the residential development area.

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

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

Staff: Visual relief is proposed through the use of alleys and common open spaces.

- m. The modifications permitted in the PD zone district have been made in exchange for greater public benefits that would not have otherwise be achieved through development under another zone district.

Staff: The PD Amendment will allow the proposed patio homes and townhomes to be built that will diversify the housing options within the Canyon Creek Subdivision.

Staff Recommendation:

Staff finds the application consistent with the PD Amendment approval criteria in Municipal Code Section 10.7.6 D.9 and recommends approval of the Canyon Creek PD Amendment No. 8 application, on a second reading of the Ordinance, with the condition that the applicant remove the section titled "STANDARDS FOR PEDESTRIAN FACILITITES IN SFD-P SINGLE FAMILY" from Sheet 3 of the Canyon Creek PD Amendment No. 8 document. Staff has provided draft Ordinance 04-2015 approving the application for the Board of Trustees to consider.

Public Notice

Colorado Hometown Weekly Newspaper Publication:	January 7, 2015
Longmont Times Call Newspaper Publication:	January 9, 2015
Notice Posted on Public Notice Boards and on Property; and, Letters to adjacent property owners mailed:	December 19, 2014

The documentation required for the PD Amendment application is complete. The Community Development file for the Canyon Creek PD Amendment No. 8 application is entered into the public record.

Neighborhood Meeting:

As required by the Municipal Code a Neighborhood Meeting was held on March 20, 2014 at 6:00 p.m. in library. The required notice for the Neighborhood Meeting was provided.

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 04-2015
- B. Planning Commission Resolution P15-03

ORDINANCE NO. 04-2015

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, APPROVING CANYON CREEK PD AMENDMENT NO. 8; MAKING FINDINGS SUPPORTING CANYON CREEK PD AMENDMENT NO. 8; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, Boulder Creek Neighborhoods, LLC, 712 Main Street, Louisville, Colorado, hereinafter known as the “Developer,” has submitted a “PD” Planned Development Amendment (“Canyon Creek PD Amendment No. 8”) for those certain lands within the Town of Erie, Colorado, known as “Canyon Creek”, under the authority provided by the Municipal Code of the Town of Erie, Colorado; and,

WHEREAS, the Planning Commission of the Town of Erie, Colorado, conducted a public hearing on January 7, 2015, pursuant to the published notice for consideration of the Canyon Creek Planned Development “PD” Amendment No. 8, on the application of Boulder Creek Neighborhoods, LLC, 712 Main Street, Louisville, Colorado, and;

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, considered the Canyon Creek PD Amendment No. 8 at a public hearing held on January 27, 2015 for which meeting public notice was legally given, on the application of the Developer, being the amendment of the PD for the following real property; to wit:

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

and,

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

WHEREAS, Canyon Creek PD Amendment No. 8 as proposed will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado; and,

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

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

Section 1. That following a legally noticed and duly conducted public hearing, the Board of Trustees of the Town of Erie has determined that the Canyon Creek PD Amendment No. 8 application meets the approval criteria in Municipal Code Title 10, Section 7.6 D.9., as applied to an existing PD, specifically making the following findings:

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

Finding: It is generally consistent.

- b. The modification to the UDC regulations is based on creative and innovative design and amenities incorporated in the PD zone district that could not otherwise be achieved through other standard zoning districts or through another modification processes such as Alternative Equivalent Compliance in UDC Subsection 6.1.C or the PUD Overlay District in UDC Subsection 2.7.D.

Finding: The modification allows for the construction of the proposed single family detached patio homes and townhomes on small lots with minimal setbacks in tradeoff for more common areas. The only change that Finding is requesting is that the modification to allow attached sidewalks in front of the single family detached patio homes be removed from the PD Amendment.

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

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

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

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

- e. Adequate and sufficient public safety, utility facilities and services, recreation facilities, parks, open space, and schools are available to serve the property, while maintaining sufficient levels of service to existing development.

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

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

Finding: All proposed vehicular facilities meet the Town Municipal Code requirements.

- g. A pedestrian and bicycle circulation system that provides connections to adjacent properties, existing and future trails, parks, open space, recreational facilities, schools, and other places of public gathering.

Finding: Adequate pedestrian and bicycle circulation are proposed.

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

Finding: Significant adverse impacts are not anticipated.

- i. The PD zone district will not result in significant adverse impacts on properties in the vicinity of the PD zone district, or such impacts will be substantially mitigated.

Finding: Significant adverse impacts are not anticipated.

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

Finding: The proposed development will be compatible in scale.

- k. The residential areas of a PD zone district allocate a variety of housing types and densities appropriate to the size of the residential development area.

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

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

Finding: Visual relief is proposed through the use of alleys and common open spaces.

- m. The modifications permitted in the PD zone district have been made in exchange for greater public benefits that would not have otherwise be achieved through development under another zone district.

Finding: The PD Amendment will allow the proposed patio homes and townhomes to be built that will diversify the housing options within the Canyon Creek Subdivision.

That the proposed Canyon Creek Planned Development Amendment No. 8, subject to the following condition, will preserve the health, safety, welfare, and interest of the citizens of Erie, Colorado:

- a. The applicant shall remove the section titled “STANDARDS FOR PEDESTRIAN FACILITIES IN SFD-P SINGLE FAMILY” from Sheet 3 of the Canyon Creek PD Amendment No. 8 document.

Section 2. That Canyon Creek PD Amendment No. 8, as specifically set forth in the Town of Erie, Canyon Creek PD Amendment No. 8 application, for the Property owned by the Developer, described herein above, is hereby approved with the condition listed above, in accordance with the provisions of Municipal Code, Title 10 of the Town of Erie, Colorado.

Section 3. The Canyon Creek PD Amendment No. 8 shall not affect the Developer’s commitments made in the Annexation Agreement, Development Agreements, and the Site Plan Agreements, except as may be specifically amended herein.

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

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

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after publication following final passage or upon the full execution of the Canyon Creek PD Amendment No. 8 and the recording of the same with the Boulder County Clerk and Recorder, whichever occurs later.

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

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

TOWN OF ERIE, a Colorado municipal corporation

By: _____

Tina Harris, Mayor

ATTEST:

By: _____

Nancy Parker, Town Clerk

RESOLUTION NO. P15-03

**A RESOLUTION REGARDING THE HEARING ON
CANYON CREEK PD AMENDMENT NO. 8, ADOPTING CERTAIN FINDINGS OF
FACT AND CONCLUSIONS FAVORABLE TO THE PD AMENDMENT.**

WHEREAS, the Planning Commission of the Town of Erie, Colorado, considered the PD Amendment on Wednesday, January 7, 2015, on the application of Boulder Creek Neighborhoods, LLC, 712 Main Street, Louisville, Colorado, for the PD Amendment of the following real property; to wit:

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

and has held at a public hearing on the proposed PD Amendment on Wednesday, January 7, 2015.

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

Section 1. Findings of Fact.

1. The applicant's application and supporting documents are in substantial compliance with the Town of Erie Municipal Code, Title 10.
2. Following a duly noticed and conducted public hearing, the Planning Commission determined that the application meets the approval criteria in Municipal Code Title 10, Section 10.7.23 C.9. Approval Criteria:
 - a The PD district zoning is generally consistent with the purpose of the PD zone district as set forth in UDC Sections 2.5 and 7.6.
 - b The modification to the UDC regulations is based on creative and innovative design and amenities incorporated in the PD zone district that could not otherwise be achieved through other standard zoning districts or through another modification processes such as Alternative Equivalent Compliance in UDC Subsection 6.1.C or the PUD Overlay District in UDC Subsection 2.7.D.
 - c The PD zoning district will promote the public health, safety, and general welfare.
 - d The PD zoning district is generally consistent with the Town of Erie Comprehensive Master Plan; Transportation Master Plan; Parks, Recreation, Open Space, and Trails Master Plan, and other pertinent Town plan and policy documents.
 - e Adequate and sufficient public safety, utility facilities and services, recreation facilities, parks, open space, and schools are available to serve the property, while maintaining sufficient levels of service to existing development.
 - f The PD zone district provides adequate vehicular circulation and parking facilities in terms of traffic volumes, convenience, safety, access, screening and noise.
 - g A pedestrian and bicycle circulation system that provides connections to adjacent properties, existing and future trails, parks, open space, recreational facilities, schools, and other places of public gathering.

- h The PD zone district is not likely to result in significant adverse impacts to the natural environment, and significant scenic and historic features.
 - i The PD zone district will not result in significant adverse impacts on properties in the vicinity of the PD zone district, or such impacts will be substantially mitigated.
 - j Proposed uses will be compatible in scale with uses on properties in the vicinity of the PD zone district.
 - k The residential areas of a PD zone district allocate a variety of housing types and densities appropriate to the size of the residential development area.
 - l Visual relief is provided through building placement, shortened or interrupted street vistas, visual access to open space, parks, and other design methods.
 - m The modifications permitted in the PD zone district have been made in exchange for greater public benefits that would not have otherwise be achieved through development under another zone district.
3. That the proposed Canyon Creek Planned Development Amendment No. 8, subject to the following condition, will preserve the health, safety, welfare, and interest of the citizens of Erie, Colorado:
- a The applicant shall remove the section titled "STANDARDS FOR PEDESTRIAN FACILITIES IN SFD-P SINGLE FAMILY" from Sheet 3 of the Canyon Creek PD Amendment No. 8 document.

Section 2. Conclusions and Order Recommending Approval to the Board of Trustees for Canyon Creek PD Amendment No. 8.

- 1. The applicant's application and supporting documents are in substantial compliance with Municipal Code, Title 10.
- 2. Based on the above Findings of Fact, the Planning Commission hereby forwards the Canyon Creek PD Amendment No. 8 application to the Board of Trustees with the Planning Commission's recommendation for approval with the conditions listed above.

INTRODUCED, READ, SIGNED AND APPROVED this 7th day of January 2015.

TOWN OF ERIE, PLANNING COMMISSION

By: 
 J. Eric Bottenhorn, Chair

ATTEST:

By: 
 Hallie S. Sawyer, Secretary
 Malinda Helmer

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT: **LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES**
Consideration of Resolution 15-23 (Continued from 1/27/2015 Public Hearing): A Resolution Making Certain Findings Of Fact And Conclusions Favorable To Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat; Imposing Conditions Of Approval; Approving Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat With Conditions; And Setting Forth Details In Relation Thereto.

PURPOSE: Within the Canyon Creek Filing No. 9, 1st Amendment, the applicant proposes to plat approximately 26.6 acres into 66 single-family detached lots for patio homes, 64 single family attached lots for townhomes, and 12 tracts for pocket park, HOA open space, landscaping, and utility purposes.

PROJECT NO.: PP-14-00014
CODE: Erie Municipal Code, Title 10
DEPARTMENT: Community Development
PRESENTER: Deborah Bachelder AICP, Senior Planner

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

STAFF RECOMMENDATION: Staff finds the application consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, and recommends approval of the Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat application. Staff has provided Resolution 15-23, for Board of Trustee consideration, approving the application with the following conditions:

- a. Canyon Creek PD Amendment No. 8 shall be approved and recorded before the Preliminary Plat approval comes into effect.
- b. The Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Plat shall be vacated prior to recordation of a final plat for Canyon Creek Filing No. 9, 1st Amendment.
- c. The Town and Owner will enter into a Development Agreement, prior to recordation of the Canyon Creek Subdivision Filing No. 9, 1st Amendment Final Plat.
- d. If construction is proposed to begin between March 15th and August 31st, a formal migratory bird survey shall be conducted before construction commences.

The Board of Trustees continued the decision on the Preliminary Plat Amendment Resolution, from the January 27th public hearing to this meeting, to vote on all three of the applications (Comprehensive Plan Amendment, PD-Planned Development Amendment, Preliminary Plat) that were presented

concurrently at the meeting.

**PLANNING
COMMISSION**

RECOMMENDATION:

The Planning Commission held a public hearing for the Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat application on January 7, 2015. The Planning Commission recommended conditional approval to the Board of Trustees, for the Canyon Creek Filing No. 9, 1st Amendment by approving Resolution P15-04 with the following conditions:

- a. Canyon Creek PD Amendment No. 8 shall be approved and recorded before the Preliminary Plat approval comes into effect.
 - b. The Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Plat shall be vacated prior to recordation of a final plat for Canyon Creek Filing No. 9, 1st Amendment.
 - c. The Town and Owner will enter into a Development Agreement, prior to recordation of the Canyon Creek Subdivision Filing No. 9, 1st Amendment Final Plat.
 - d. If construction is proposed to begin between March 15th and August 31st, a formal migratory bird survey shall be conducted before construction commences.
-

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

Canyon Creek Subdivision Filing No. 9, 1st Amendment is located on the southeast corner of Erie Parkway and 119th Street.



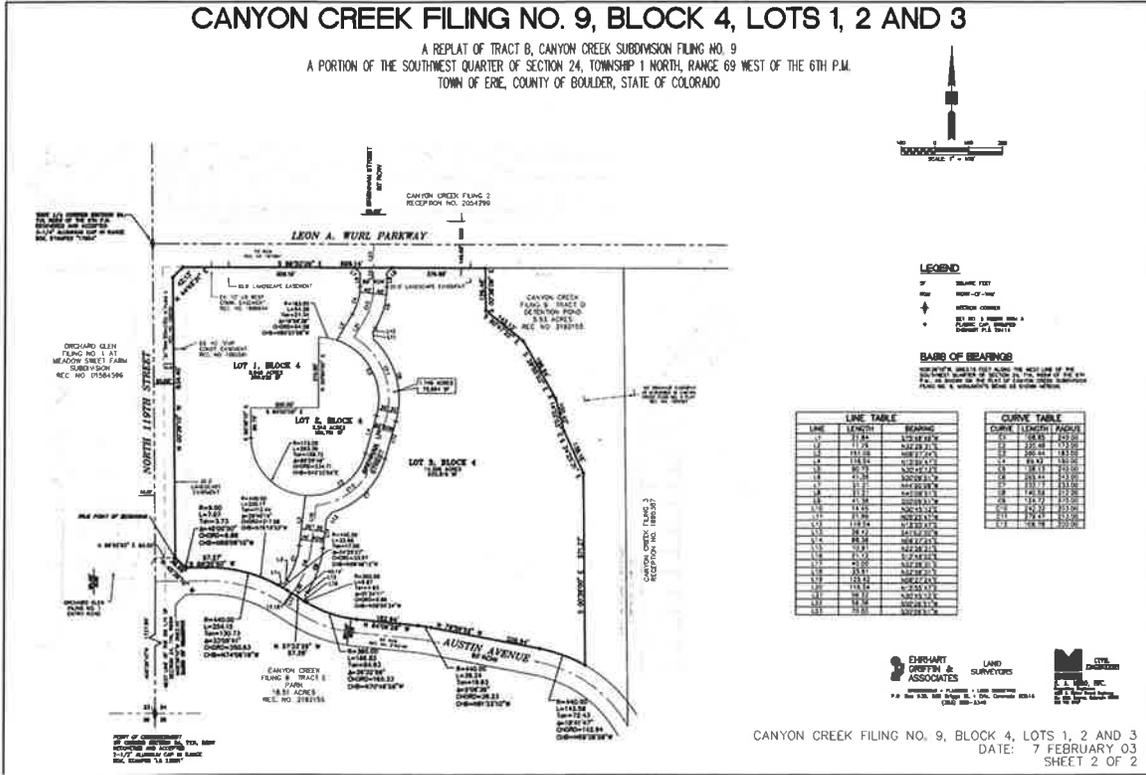
Existing Conditions

Zoning: Canyon Creek PD – Planned Development
Project Size: 26.6 Acres
Existing Use: Vacant Lot

Current Plat:

The property is currently platted as Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3, as illustrated below. The applicant will need to vacate the current plat before the proposed development can proceed with recording a final plat.

Current Final Plat to be Vacated



Adjacent Land-Use/Zoning

	ZONING	LAND USE
NORTH	Canyon Creek PD – Planned Development	Single Family Residential
EAST	Canyon Creek PD – Planned Development	Single Family Residential
SOUTH	Canyon Creek PD – Planned Development	Open Space Single Family Residential
WEST	Orchard Glen – SR Suburban Residential	Single Family Residential
NORTHWEST	Meadow Sweet Farms – SR Suburban Residential	Single Family Residential

Compliance with Town of Erie Comprehensive Plan

The applicant has a Comprehensive Plan Amendment Land Use application in concurrent review with the Preliminary Plat land use application. The Comprehensive Plan Amendment proposes to change the land use designation from NC-Neighborhood Commercial and MDR-Medium Density Residential to LDR-Low Density Residential on the 2005 Comprehensive Plan, Land Use Plan Map. Please see the Comprehensive Plan Amendment memo to view the map change. Approval of the Comprehensive Plan Amendment will bring the proposed Preliminary Plat into compliance.

Compliance with Canyon Creek PD Amendment

The applicant has a PD Amendment Land Use application in concurrent review with the Preliminary Plat. Canyon Creek PD Amendment No. 8 designates the townhomes as TH Townhomes; and, the patio homes as SFD-P Single Family Detached – Patio Home. The proposed PD Amendment will bring the proposed Preliminary Plat into compliance with the regulations.

SITE SPECIFIC DEVELOPMENT INFORMATION

The applicant proposal includes 66 single family patio homes and 64 townhomes in Canyon Creek Subdivision Filing No. 9, 1st Amendment; for a total of 130 dwelling units. The townhome units are to be located on the west side of the property along 119th Street and Erie Parkway; while the single family patio homes are located in the central and eastern portion of the site. All of the townhome garages are alley loaded and the patio home garages are oriented to the street.

Development Data

- Preliminary Plat Size: 26.6 acres
- Number of Townhome Lots Proposed: 64 lots
- Number of Patio Home Lots Proposed: 66 lots
- Total Dwelling Units 130 dwelling units
- Number of Tracts: 12 tracts
- 1 Pocket Park 1.18 acres
- Gross Residential Density Proposed: 4.9 dwelling units per acre

Site Plan - Townhomes

The Planning Commission approved the Site Plan for 64 townhomes in Canyon Creek Filing No. 9, contingent on the approval of the Comprehensive Plan Amendment, PD Amendment, and Preliminary Plat, by the Board of Trustees. Below is the general layout of the townhome units as shown on the Site Plan. The townhomes are generally grouped around common landscaped areas that the townhomes front onto; there are three sets of buildings that front onto a street. The garages are located off of rear alleys. Ranch style homes are provided on all the end units (26 units) with multi-story homes in the middle units (38 units).



Roadways

Erie Parkway right of way has been dedicated and the road has been constructed. On 119th Street, the applicant will be adding right of way dedication to this street. Austin Avenue right of way dedication has been met and the street is constructed.

All of the internal streets proposed are public roads. The alleys for the townhome garage access will be HOA owned and maintained. Generally, the streets and improvements proposed are in compliance with the Towns Specifications and Standards. Approval of the Canyon Creek PD Amendment No. 8 application, as proposed, would allow for attached walks in front of the patio homes.

Utilities

The property will be served by the Town of Erie for water and sanitary sewer service.

The existing detention pond, in the open space on the east side of the property was sized to accommodate the storm water from the proposed development of this site.

Utility service providers for the property are Xcel Energy for electric and natural gas, Century Link Communications for telephone services and Comcast for cable television. Utility easements for these providers will be established at the time of final plat.

Natural Areas Inventory

The Town of Erie Natural Areas Inventory Site #50 lies on the east side of the property; to the east of the property in the drainage channel open space area; and continues north of Erie Parkway along the drainage channel open space area. The site inventory sheet focuses the site comments on the area north of Erie Parkway. The portion of Site #50 south of Erie Parkway contains an existing detention pond and drainage channel located within a drainage easement that is a minimum of 150 feet wide. The proposed development does not encroach into the easement with development of housing.

Threatened and Endangered Species and Significant Habitats

A site specific Wildlife Impact Assessment report, completed by Roe Ecological Services, was submitted to assess threatened and endangered species and significant habitats. The majority of the site has been farmed with a few trees and native grasses on the eastern side of the property. The report states that “Based on the wildlife survey, Roe believes that no wildlife impacts are likely to occur from development on the “agricultural ground,” however, depending on development timing, there could be impacts to nesting songbirds within the “native grass” upland areas and within the isolated pockets of trees. So long as construction is not initiated during the nesting/breeding season (mid-March through August), no wildlife species or individuals should be adversely impacted by future development of the property. If construction must occur between 15 March and 31 August, however, Roe recommends a formal migratory bird survey, particularly for raptors, before construction is initiated.”

Staff has taken this recommendation into consideration and added a condition in Resolution 15-23 that if construction is proposed to begin between March 15th and August 31st that a formal migratory bird survey be conducted before construction commences.

Landscaping, Parks, Trails and Open Space

- A 30 foot landscape buffer is provided along Erie Parkway, 119th Street, and the townhome portion of Austin Avenue. A 25 foot landscape buffer is proposed along the patio home portion of Austin Avenue. Sidewalks will be added in addition to landscaping within the right of way.
- The east side of the property is adjacent to an open space drainage channel. This tract was platted with the original Canyon Creek Filing No. 9 Final Plat and is not being altered with this application. The minimum width of the open space drainage channel in Filing No. 3, Tract D is 170 feet; the applicant is adding a minimum of 20 feet in width to this open space area.

- Pedestrian trails and walks loop throughout the neighborhood make connections between townhome courtyards, the pocket park, drainage open space to the east and Thomas Reservoir open space to the south.
- The Municipal Code Park and Open Space requirement is proposed to be met in the following manner:

	<u>Required</u>	<u>Applicant Proposal</u>
Pocket Park	0.18 acres	1.18 acres
Neighborhood Park	1.10 acre	Fee-in-Lieu
Community Park	1.83 acre	Fee-in-Lieu
Open Space	6.21 acres	Satisfied By Previous Dedications

The applicant has provided a pocket park that is one acre in excess of the dedication requirement. The proposed pocket park meets and exceeds the elements required to be placed in the park.

The Parks, Recreation, Open Space and Trails Master Plan does not identify a neighborhood park or community park in this location. The applicant has proposed paying a fee-in-lieu for the neighborhood park and community park dedication. The developers required dedication for these parks does not come close to meeting the minimum size requirements for the neighborhood park (7 acres) and community park (30 acres) dedication requirements. Additionally, a large 18 acre park has already been dedicated to the Town in the Canyon Creek Subdivision adjacent to the Red Hawk Elementary School.

The open spaced dedication has already been satisfied throughout the Canyon Creek Subdivision; one of the larger dedications is just to the south of this development in the Thomas Reservoir open space that is approximately 30 acres.

- The Open Space and Trails Advisory Board (OSTAB) reviewed the preliminary plat. The applicant has met the open space dedication requirements and trail needs. Their full memo is an attachment to this memo.
- The fronts of the townhome units face onto either a street or HOA owned and maintained courtyard.
- The rear yards of all the single family patio homes back onto an HOA owned and maintained tract.

Schools

The Canyon Creek proposed development is located in the St. Vrain Valley School District. The Red Hawk elementary school site was dedicated within the Canyon Creek Subdivision.

Police Services

The Erie Police Department will provide service to the property.

Fire Protection

The Mountain View Fire Protection District will provide fire and emergency medical services. A proposed fire station location was dedicated in the Flatiron Meadows Subdivision on the southwest corner of Erie Parkway and Meadow View Parkway. This future fire station location is less than one mile from the proposed Canyon Creek development.

Oil/Gas Facilities

The applicant entered into a Surface Use Agreement, when Canyon Creek Filing 9 was originally platted, to remove wells so they do not have any future or current wells in this location.

Soils and Geology

The Geotechnical Investigation report, provided by the applicant, addresses subsidence risks, soil conditions and ground water levels for the property. The report states that the site is not undermined, and that shallow ground water conditions exist. To address the shallow ground water, the applicant is proposing to build the patio homes and townhomes without basements.

STAFF REVIEW AND ANALYSIS

The Preliminary Plat for the single family detached patio home and townhome development within Canyon Creek Filing No. 9, 1st Amendment was reviewed for conformance with Municipal Code, Title 10, UDC Section 10.7.7 C.10. Approval Criteria. Staff finds the Preliminary Plat in compliance with the Preliminary Plat Approval Criteria as listed below.

- a. The subdivision is generally consistent with the Town's Comprehensive Master Plan.

Staff: The subdivision is generally consistent with the Comprehensive Plan.

- b. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located.

Staff: The subdivision is in compliance with the proposed Canyon Creek PD Amendment No. 8.

- c. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC.

Staff: The subdivision meets the Town's standards.

- d. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.

Staff: The subdivision meets the Town's standards.

- e. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.

Staff: The subdivision will meet the standards.

- f. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.

Staff: Significant adverse impacts are not anticipated.

- g. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features.

Staff: Pedestrian access is adequately provided.

- h. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

Staff: Significant adverse impacts are not anticipated.

- i. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development.

Staff: Adequate facilities are available to serve the property.

- j. As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.

Staff: Adequate infrastructure is available.

STAFF RECOMMENDATION:

Staff finds the application consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, and recommends approval of the Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat application. Staff has provided Resolution 15-23, for Board of Trustee consideration, approving the application with the following conditions:

- a. Canyon Creek PD Amendment No. 8 shall be approved and recorded before the Preliminary Plat approval comes into effect.
- b. The Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Plat shall be vacated prior to recordation of a final plat for Canyon Creek Filing No. 9, 1st Amendment.
- c. The Town and Owner will enter into a Development Agreement, prior to recordation of the Canyon Creek Subdivision Filing No. 9, 1st Amendment Final Plat.
- d. If construction is proposed to begin between March 15th and August 31st, a formal migratory bird survey shall be conducted before construction commences.

The Board of Trustees continued the decision on the Preliminary Plat Amendment Resolution, from the January 27th public hearing to this meeting, to vote on all three of the applications (Comprehensive Plan Amendment, PD-Planned Development Amendment, Preliminary Plat) that were presented concurrently at the meeting.

Public Notice

Colorado Hometown Weekly Newspaper Publication:	January 7, 2015
Longmont Times Call Newspaper Publication:	January 9, 2015
Notice Posted on Public Notice Boards and on Property; and, Letters to adjacent property owners mailed:	December 19, 2014

The documentation required for the PD Amendment application is complete. The Community Development file for the Canyon Creek PD Amendment No. 8 application is entered into the public record.

Neighborhood Meeting:

As required by the Municipal Code a Neighborhood Meeting was held on March 20, 2014 at 6:00 p.m. in library. The required notice for the Neighborhood Meeting was provided.

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. Draft Resolution 15-23
- B. Planning Commission Resolution P15-04

RESOLUTION NO. 15-23

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO CANYON CREEK FILING NO. 9, 1ST AMENDMENT PRELIMINARY PLAT; IMPOSING CONDITIONS OF APPROVAL; APPROVING CANYON CREEK FILING NO. 9, 1ST AMENDMENT PRELIMINARY PLAT WITH CONDITIONS; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, held a Public Hearing for the Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat on Tuesday, January 27, 2015, on the application of Boulder Creek Neighborhoods, LLC, 712 Main Street, Louisville, Colorado, such Preliminary Plat being a plat of the following real property; to wit:

A Part of the Southwest Quarter of Section 24, Township 1 North, Range 69 West of the Sixth, Town Of Erie, County Of Boulder, State Of Colorado; and,

WHEREAS, the Planning Commission of the Town of Erie, Colorado, conducted a Public Hearing for the Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat on January 7, 2015, and;

WHEREAS, the application for Preliminary Plat is detailed on Exhibit A: Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat, dated January 8, 2015.

WHEREAS, said Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat is incorporated herein and made part hereof by this reference.

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

Section 1. Findings of Fact.

1. That the applicant's application and supporting documents are in substantial compliance with Municipal Code 10.7.7 C.
2. The Preliminary Plat has met Municipal Code Title 10, Section 10.7.7 C.10. Approval Criteria:
 - a. The subdivision is generally consistent with the Town's Comprehensive Master Plan.
Staff: The subdivision is generally consistent with the Comprehensive Plan.
 - b. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located.
Staff: The subdivision is in compliance with the proposed Canyon Creek PD Amendment No. 8.
 - c. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC.
Staff: The subdivision meets the Town's standards.
 - d. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or

patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.

Staff: The subdivision meets the Town's standards.

- e. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.

Staff: The subdivision will meet the standards.

- f. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.

Staff: Significant adverse impacts are not anticipated.

- g. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features.

Staff: Pedestrian access is adequately provided.

- h. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

Staff: Significant adverse impacts are not anticipated.

- i. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development.

Staff: Adequate facilities are available to serve the property.

- j. As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.

Staff: Adequate infrastructure is available.

- 3. The Canyon Creek PD – Planned Development shall be followed in the development of the property.
- 4. That a detailed Development Agreement (DA) will be required at such time as the property is approved for a Final Plat.
- 5. That the following conditions shall be imposed as a condition of approval:
 - a. Canyon Creek PD Amendment No. 8 shall be approved and recorded before the Preliminary Plat approval comes into effect.
 - b. The Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Plat shall be vacated prior to recordation of a final plat for Canyon Creek Filing No. 9, 1st Amendment.
 - c. The Town and Owner will enter into a Development Agreement, prior to recordation of the Canyon Creek Subdivision Filing No. 9, 1st Amendment Final Plat.
 - d. If construction is proposed to begin between March 15th and August 31st, a formal migratory bird survey shall be conducted before construction commences.
- 6. That the Preliminary as proposed, subject to the conditions set forth herein, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.

Section 2. Conclusions and Order Approving Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat.

1. Based on the above Findings of Fact, the Board of Trustees hereby approves the Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat application with the conditions listed above.

ADOPTED AND APPROVED THIS 10th DAY OF FEBRUARY 2015 BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

Exhibit A

(Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat)

CANYON CREEK FILING NO. 9-1ST AMENDMENT AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION FILING NO. 9 PRELIMINARY PLAT

A REPLAT OF CANYON CREEK SUBDIVISION FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/15 TRACTS
PROJECT NO. PP-14-00014

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE ALONG THE NORTH LINE OF THE SAID SOUTHWEST 1/4 SOUTH 89°50'30" EAST FOR 99.91 FEET;

THENCE SOUTH 03°10'10" EAST FOR 89.54 FEET, TO THE POINT OF BEGINNING;

THENCE NORTH 45°30'10" EAST FOR 41.68 FEET;

THENCE SOUTH 03°10'10" EAST FOR 12.13 FEET;

THENCE SOUTH 03°10'10" EAST FOR 12.13 FEET;

THENCE SOUTH 12°22'03" EAST FOR 100.44 FEET;

THENCE SOUTH 24°29'24" EAST FOR 136.08 FEET;

THENCE SOUTH 24°29'24" EAST FOR 136.08 FEET;

THENCE ALONG SAID CURVE TO THE LEFT FOR 143.07 FEET, HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 194°20'00" TO THE POINT OF BEGINNING;

THENCE ALONG SAID CURVE TO THE LEFT FOR 143.07 FEET, HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 194°20'00" TO THE POINT OF BEGINNING;

THENCE ALONG SAID CURVE TO THE RIGHT FOR 156.76 FEET, HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24°55'55" TO THE POINT OF BEGINNING;

THENCE ALONG SAID CURVE TO THE RIGHT FOR 156.76 FEET, HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 24°55'55" TO THE POINT OF BEGINNING;

THENCE ALONG SAID CURVE TO THE LEFT FOR 254.15 FEET, HAVING A RADIUS OF 440.00 FEET, A DELTA ANGLE OF 33°59'41" TO THE POINT OF BEGINNING;

THENCE ALONG SAID CURVE TO THE LEFT FOR 254.15 FEET, HAVING A RADIUS OF 440.00 FEET, A DELTA ANGLE OF 33°59'41" TO THE POINT OF BEGINNING;

THENCE ALONG SAID CURVE TO THE RIGHT FOR 12.13 FEET, HAVING A RADIUS OF 9.00 FEET, A DELTA ANGLE OF 104°44'44" TO THE POINT OF BEGINNING;

THENCE ALONG SAID CURVE TO THE RIGHT FOR 12.13 FEET, HAVING A RADIUS OF 9.00 FEET, A DELTA ANGLE OF 104°44'44" TO THE POINT OF BEGINNING;

THENCE NORTH 03°10'10" WEST FOR 83.49 FEET, TO THE POINT OF BEGINNING;

CONTAINING 1,151,972 SQUARE FEET (26.58 ACRES) MORE OR LESS

TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

NOTES:

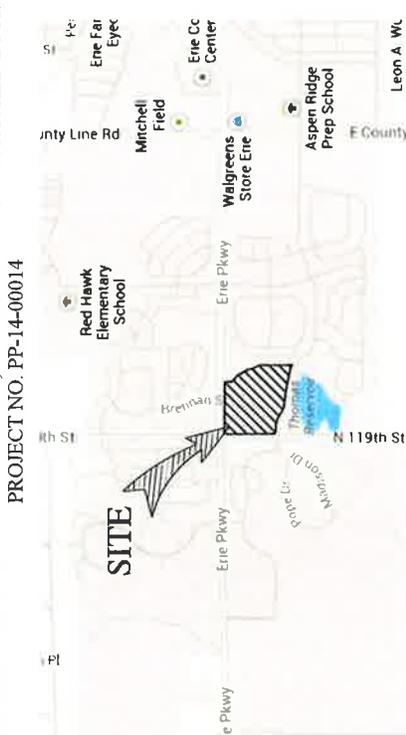
- NOTICE, ACCORDING TO THE COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT SHALL THIS PERIOD BE EXTENDED TO MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFEATS ANY PUBLIC LAND SURVEY MONUMENT, OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMETS A CLASS 2 MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 C.R.S.
- BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, MAP NUMBER 1700-A-0101A, DATED 08/11/09, THE FLOOD HAZARD AREA ACCORDING TO THE MAP, THE FLOOD ZONE CLASSIFICATION(S) FOR THE SURVEYED PROPERTY IS/ARE "ZONE X".
- THE BEARINGS AS SHOWN HEREON ARE BASED UPON THE CONSIDERATION THAT THE WEST LINE OF SECTION 24 BEARS NORTH 03°10'10" WEST, AS SHOWN HEREON.
- COMMITMENT FOR THE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED 08/11/09, IS FILED WITH THE PUBLIC RECORDS OF THE COUNTY OF BOULDER, COLORADO, AT 7:00 A.M. HAS BEEN RECORDED FOR OWNERSHIP INFORMATION AND FOR THE PURPOSE OF SHOWING THE INTERESTS OF THE PARTIES TO THIS INSTRUMENT. THE INSTRUMENT IS SUBJECT TO THE TERMS, CONDITIONS AND WARRANTIES ON THE REVERSE SIDE OF THE INSTRUMENT. THE INSTRUMENT IS SUBJECT TO THE TERMS, CONDITIONS AND WARRANTIES ON THE REVERSE SIDE OF THE INSTRUMENT. THE INSTRUMENT IS SUBJECT TO THE TERMS, CONDITIONS AND WARRANTIES ON THE REVERSE SIDE OF THE INSTRUMENT.
- LOT AND BLOCK MONUMENTATION SHALL BE IN ACCORDANCE WITH THE COLORADO REVESED STATUTES (ORS 38-51-165)
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE NATIONAL BUREAU OF STANDARDS, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- PARKING IS ONLY ALLOWED ON LOCAL STREETS EXCEPT WHERE A MEDIAN IS IN PLACE NO PARKING IS ALLOWED ON THE PARKWAY, 119TH STREET, OR AUSTIN AVENUE.
- PREVIOUS PLAT WILL BE VACATED BY SEPARATE DOCUMENT.
- THE OWNER HEREBY GRANTS TO PUBLIC SERVICE COMPANY OF COLORADO, AND OTHER UTILITY PROVIDERS, A BURDEN EASEMENT UPON THE CROSS, OVER, AND UNDER TRACTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 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392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
- PUBLIC ACCESS IS HEREBY GRANTED OVER TRACTS GALLUKKALOPO, AND R.

LEGEND

- PROPERTY BOUNDARY
- HIGHWAY RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED LOT LINE
- EXISTING SECTION LINE
- PROPOSED SECTION LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING SECTION CORNER
- PROPOSED SECTION CORNER
- FOUND MONUMENT
- PROPOSED MONUMENT
- SECTION 24 REBAR W/ 5/8" DIA. PLASTIC CAP
- STREET LIGHTS

SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	SECTION 24 REBAR W/ 5/8" DIA. PLASTIC CAP
2	OVERALL PLAT & TYPICAL SECTIONS
3	PRELIMINARY PLAT
4	PRELIMINARY PLAT
5	PRELIMINARY PLAT
6	PRELIMINARY PLAT
7	PRELIMINARY PLAT
8	PRELIMINARY PLAT
9	LOT TYPICALS



VIGNETTE MAP
1/4" = 100'

LAND SUMMARY CHART

TYPE	AREA (ACRES)	# OF TOTAL AREA
RESIDENTIAL LOTS - SINGLE FAMILY DETACHED	10.09	36.0%
RESIDENTIAL LOTS - SINGLE FAMILY ATTACHED	2.98	11.2%
TRACTS	7.72	29.0%
PUBLIC ROW	5.61	21.1%
ROW FOR N. 119TH STREET (PARCEL P)	0.20	0.70%
TOTAL AREA	26.6	100%

TRACT SUMMARY CHART

TRACT	AREA (AC)	USE	OWNERSHIP	MAINTENANCE
G	2.83	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
H	2.08	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
I	0.37	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
J	0.54	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
K	1.18	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
L	0.07	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
M	0.07	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
N	0.08	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
O	0.07	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
P	0.07	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
Q	0.17	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA
R	0.07	PUBLIC ACCESS & UTILITY EASEMENT	HOA	HOA

HOUSING DIVERSITY

SITE ACREAGE	REQUIRED	PROVIDED
26.6 (AC)	1 HOUSING TYPE	2 HOUSING TYPES - SINGLE FAMILY ATTACHED PATIO (TOWNHOMES)
HOUSING TYPE VARIATION	NONE REQUIRED	3 HOUSING TYPE VARIATIONS: - 2-SP-F FRONT LOADED GARAGES - SPA ALLEY LOADED GARAGES

PARKS AND OPEN SPACE

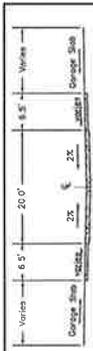
PARK LAND DESIGNATION	USE	ACRES REQUIRED	ACRES PROVIDED
POCKET PARK		0.18	1.18
NEIGHBORHOOD PARK		1.10	FEES-IN-DEED OF LAND
COMMUNITY PARK		1.83	FEES-IN-DEED OF LAND
OPEN SPACE DESIGNATION		6.21	SATISFIED BY PREVIOUS DESIGNATIONS

Calculations based on 130 dwelling units at 2.75 people per unit

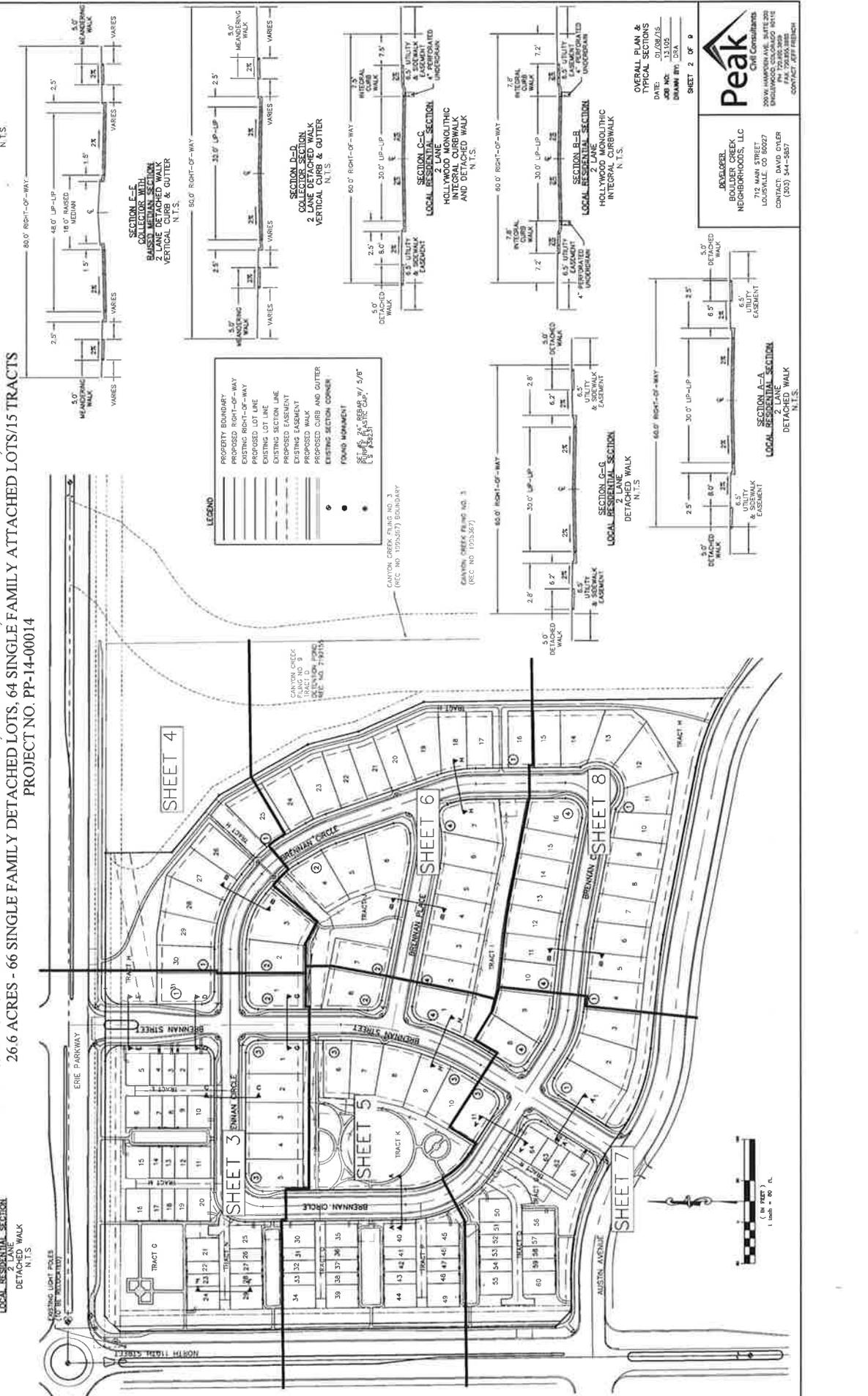
DATE: 01/08/13
JOB NO: 13109
DRAWN BY: DPA
SHEET 1 OF 9

Peak Civil Consultants
750 W. 10th Street
Boulder, CO 80502
PH: 720.442.8889
CONTACT: JEFF FRENCH

BOULDER CREEK NEIGHBORHOODS, LLC
715 MAIN STREET
LOFTFELLO, CO 80527
CONTACT: DAVID OYLER
(303) 441-0667



CANYON CREEK FILING NO. 9 - 1ST AMENDMENT
AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION FILING NO. 9
PRELIMINARY PLAN
 A REPLAT OF CANYON CREEK SUBDIVISION FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3
 A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH,
 RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
 26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/15 TRACTS
 PROJECT NO. PP-14-00014



LEGEND
 PROPERTY BOUNDARY
 PROPOSED RIGHT-OF-WAY
 EXISTING RIGHT-OF-WAY
 PROPOSED LOT LINE
 EXISTING LOT LINE
 EXISTING SECTION LINE
 EXISTING EASEMENT
 PROPOSED WALK
 PROPOSED CURB AND GUTTER
 EXISTING SECTION CORNER
 FOUND MANHOLE
 18" DIA. UTILITY EASMENT 5/8"

CANYON CREEK FILING NO. 9
 (REC. NO. 1099A257) BOUNDARY

CANYON CREEK FILING NO. 9
 (REC. NO. 1099A257)

OVERALL PLAN & TYPICAL SECTIONS
 DATE: 01/08/15
 JOB NO: 13102
 DRAWN BY: DVA
 SHEET 2 OF 9

Peak
 CIVIL CONSULTANTS
 1550 W. 10TH AVENUE
 BOULDER, CO 80502
 (303) 440-9807

DESIGNED BY:
BOULDER CREEK NEIGHBORHOODS, LLC
 712 MAIN STREET
 LOUISVILLE, CO 80027
 CONTACT: JEFFREY W. HALL
 (303) 441-9807

SECTION A-A
 LOCAL RESIDENTIAL SECTION
 DETACHED WALK
 N.T.S.

SECTION B-B
 LOCAL RESIDENTIAL SECTION
 HOLLYWOOD MONOLITHIC INTEGRAL CURB WALK
 N.T.S.

SECTION C-C
 LOCAL RESIDENTIAL SECTION
 2 LANE
 DETACHED WALK
 N.T.S.

SECTION D-D
 COLLECTOR SECTION WITH INTEGRAL CURB & GUTTER
 N.T.S.

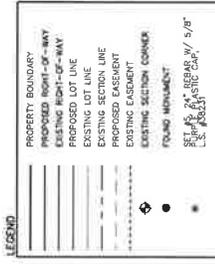
SECTION E-E
 COLLECTOR WITH BASED MANHOLE
 N.T.S.

SECTION F-F
 CONCRETE UTILITY TYPICAL CROSS SECTION
 N.T.S.

SECTION G-G
 LOCAL RESIDENTIAL SECTION
 2 LANE
 DETACHED WALK
 N.T.S.

**CANYON CREEK FILING NO. 9 - 1ST AMENDMENT
AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION FILING NO. 9
PRELIMINARY PLAT**

A REPLAT OF CANYON CREEK SUBDIVISION FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/15 TRACTS
PROJECT NO. PP-14-00014



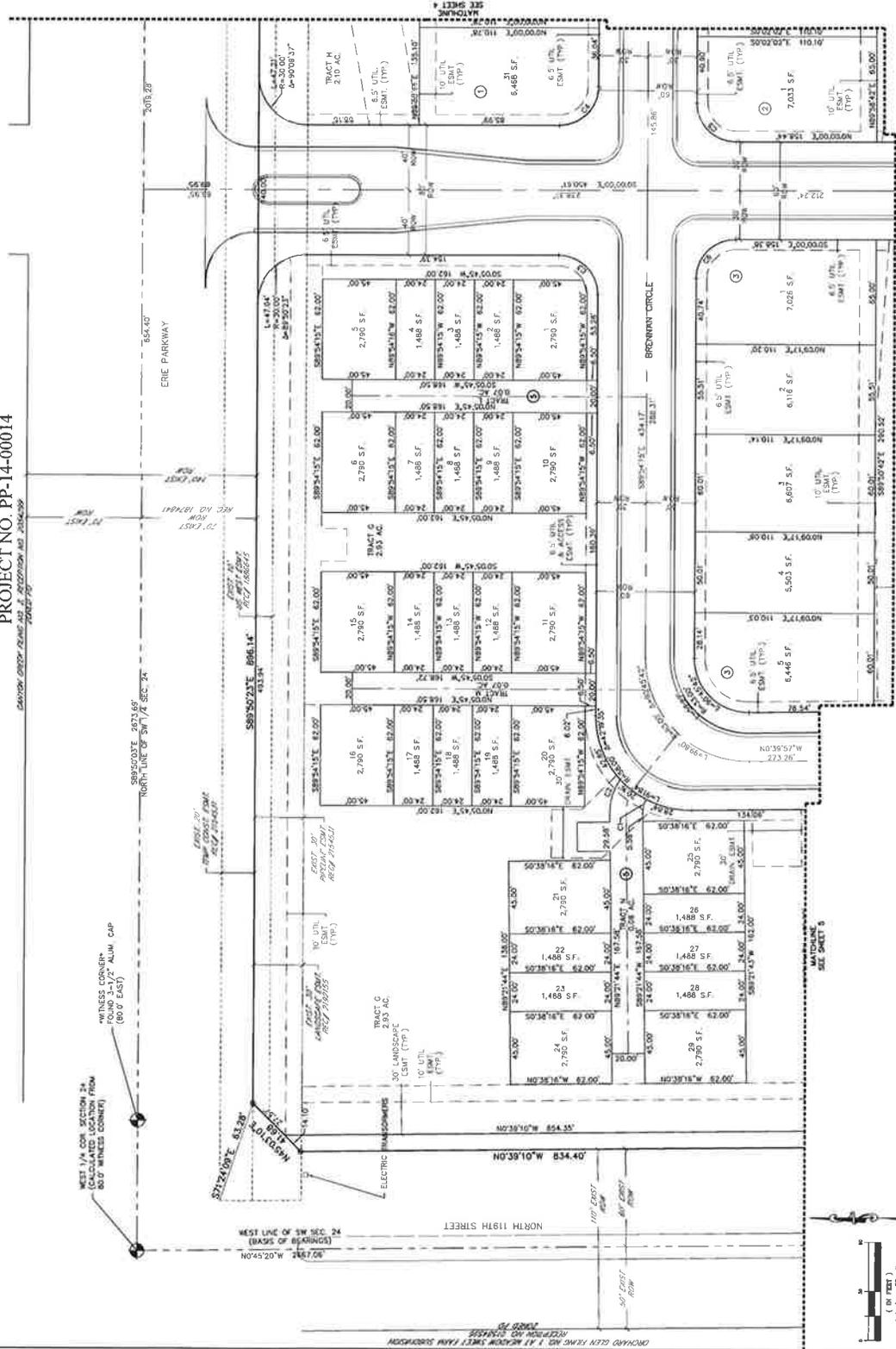
NOTES:
1. SEE SHEET 2 FOR TYPICAL STREET SECTIONS.

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	8.30'	15.03'	37.5178°	N74°43'37"W	8.25'
C2	20.78'	15.06'	35.2649°	N72°45'31"W	21.53'
C3	37.31'	24.00'	89.3238°	N67°03'25"E	33.97'
C4	37.49'	24.00'	89.3924°	S45°09'03"E	33.79'
C5	37.73'	24.00'	89.5849°	S45°09'57"W	33.97'
C6	37.70'	24.00'	89.5929°	N44°39'07"W	34.50'
C7	35.26'	24.00'	84.2423°	S38°31'36"E	32.24'
C8	34.83'	24.00'	84.2431°	S59°03'40"W	32.24'
C9	34.83'	24.00'	84.2315°	N61°02'28"W	31.93'
C10	42.54'	24.00'	108.3716°	N37°25'45"E	37.73'
C11	37.87'	30.00'	34.0714°	N72°10'7"E	17.85'
C12	37.70'	24.00'	89.0700°	N72°26'53"E	33.84'
C13	37.70'	24.00'	89.0700°	S72°26'53"E	33.84'
C14	37.70'	24.00'	89.5929°	S72°26'54"W	33.84'
C15	37.70'	24.00'	89.5929°	N72°26'57"W	33.84'
C16	6.03'	30.00'	85.4407°	N85°54'23"E	6.03'
C17	10.57'	30.00'	89.5933°	S45°36'16"E	11.31'
C18	12.57'	30.00'	89.0704°	S42°29'46"W	11.31'

PRELIMINARY
DATE: 01/08/15
JOB NO: 13100
DRAWN BY: DRA
SHEET 3 OF 9

LINE	LENGTH	BEARING
L1	15.88'	N07°28'16"W
L2	13.80'	S07°27'42"E
L3	14.02'	N02°28'16"W
L4	12.00'	N89°21'44"E

Peak
Civil Consultants
2501 W. 104th Street
Boulder, Colorado 80504
PH: 720.885.8359
CONTACT: DAVID OUTER
(303) 441-3651



Peak
Civil Consultants
2501 W. 104th Street
Boulder, Colorado 80504
PH: 720.885.8359
CONTACT: DAVID OUTER
(303) 441-3651

CANYON CREEK FILING NO. 9 -1ST AMENDMENT AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION FILING NO. 9 PRELIMINARY PLAT

A REPLAT OF CANYON CREEK SUBDIVISION FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/15 TRACTS
PROJECT NO. PP-14-00014



LEGEND

- PROPERTY BOUNDARY
- PROPOSED HIGHWAY
- PROPOSED LOT BOUNDARY
- PROPOSED LOT LINE
- EXISTING SECTION LINE
- EXISTING EASEMENT
- EXISTING SECTION CORNER
- FOUND MONUMENT
- SPRINKLER SYSTEM 5/8" L.S. 100' RADIUS

NOTES:
1. SEE SHEET 2 FOR TYPICAL STREET SECTIONS
2. SEE SHEET 3 FOR ALL LINE AND CURVE TABLE

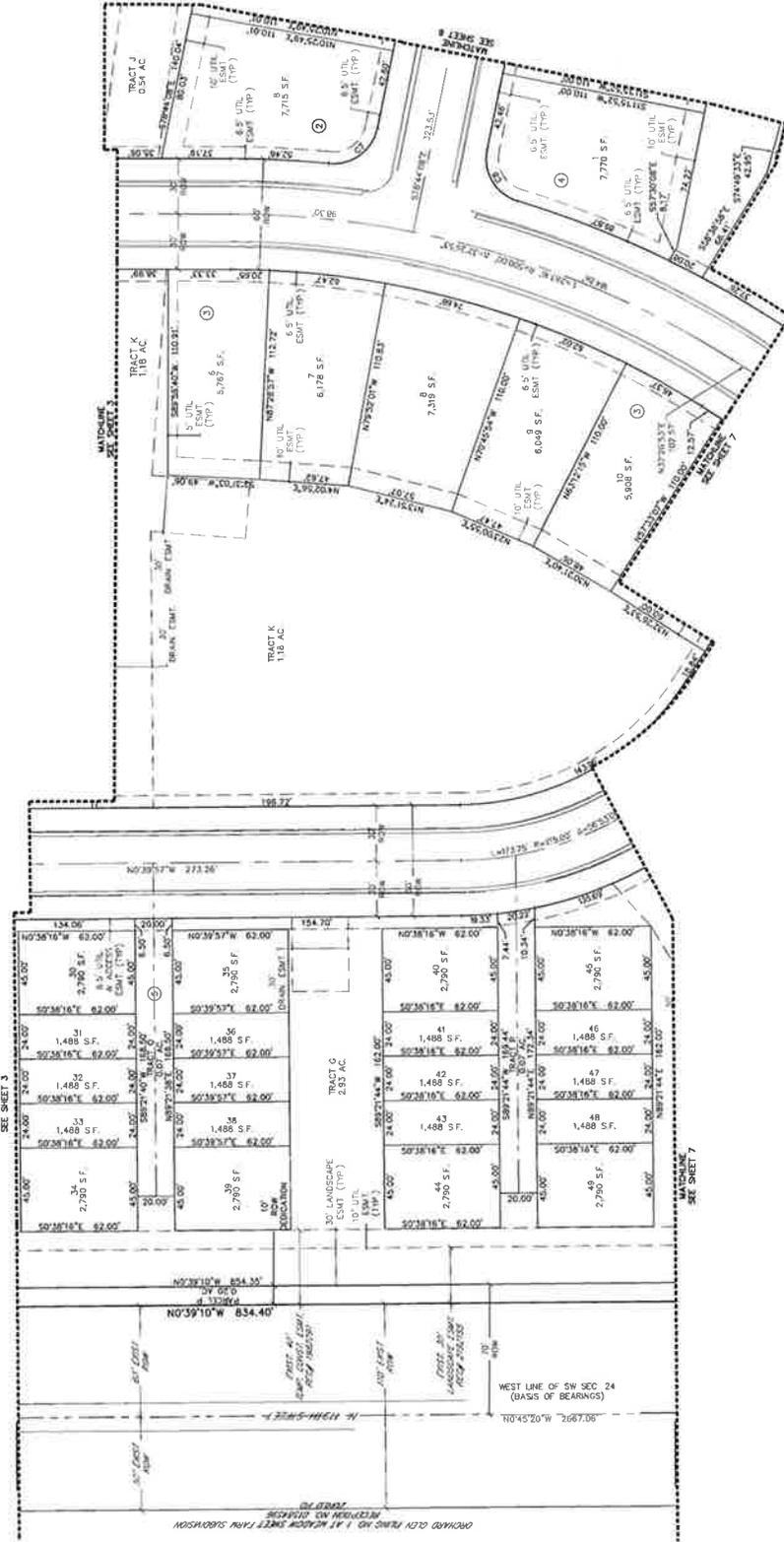
N

1" = 20'
1" = 40'
1" = 60'
1" = 80'
1" = 100'

PRELIMINARY
DATE: 01/08/15
JOB NO.: 13.105
DRAWN BY: DRA
SHEET 5 OF 9

PEAK
CHIEF CONSULTANTS

BOULDER CREEK NEIGHBORHOODS, LLC
772 MAIN STREET
LOUISVILLE, CO 80501
CONTACT: DAVID OTTER
(303) 447-3651



**CANYON CREEK FILING NO. 9 -1ST AMENDMENT
AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION FILING NO. 9**

PRELIMINARY PLAT

A REPLAT OF CANYON CREEK SUBDIVISION FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/15 TRACTS
PROJECT NO. PP-14-00014



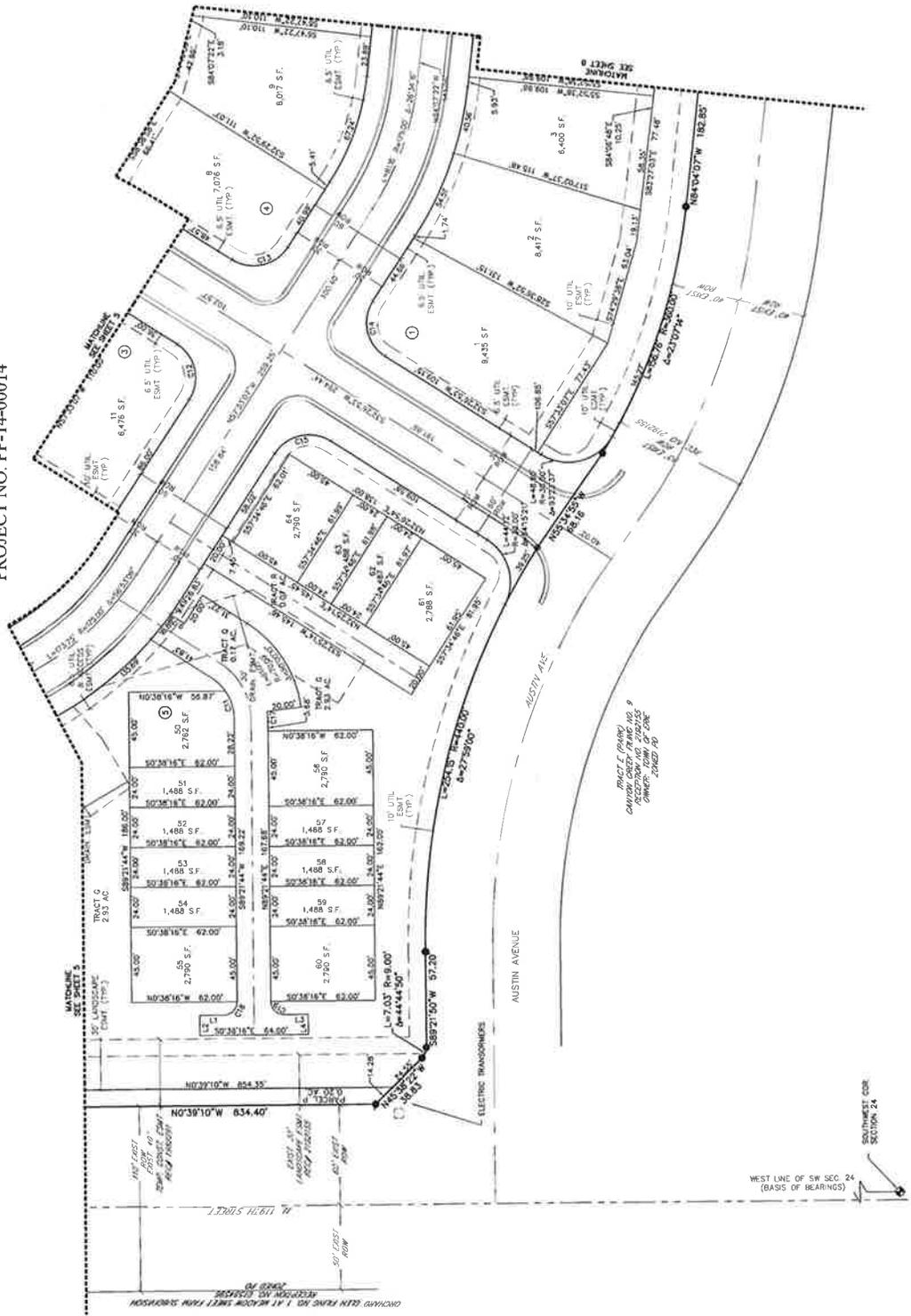
LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- PROPOSED SECTION LINE
- EXISTING SECTION LINE
- EXISTING EASEMENT
- EXISTING SECTION CORNER
- FOUND MONUMENT
- SEE PLS. 24, BEARING N/1/4 S/1/4 E 88.31° 10' 00" 110.00'

NOTES:
1. SEE SHEET 2 FOR TYPICAL STREET SECTIONS
2. SEE SHEET 3 FOR ALL LINE AND CURVE TABLE INFORMATION.


 1" = 20' (AS SHOWN)
 PRELIMINARY
 DATE: 01/08/15
 JOB NO.: 13105
 DRAWN BY: DGA
 SHEET 7 OF 9


Peak
 CMI Consultants
 2975 W. ALPINE AVENUE, SUITE 100
 BOULDER, COLORADO 80501
 PH: 720.555.3959 FAX: 720.555.3958
 CONTACT: DAVID OHLER (303) 441-5621
 CONTACT: JEFF FRENCH



WEST LINE OF SW SEC 24
(BASIS OF BEARINGS)

**CANYON CREEK FILING NO. 9 - 1ST AMENDMENT
AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION FILING NO. 9
PRELIMINARY PLAT**

A REPLAT OF CANYON CREEK SUBDIVISION FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/15 TRACTS
PROJECT NO 8PP-14-00014



SCALE: 1"=50'

LEGEND

---	PROPERTY BOUNDARY
---	PROPOSED RIGHT-OF-WAY
---	PROPOSED LOT-BY-LAW
---	EXISTING LOT LINE
---	EXISTING SECTION LINE
---	PROPOSED EASEMENT
---	EXISTING EASEMENT
---	EXISTING SECTION CORNER
●	FOUND MONUMENT
●	PROPOSED MONUMENT
●	EXISTING MONUMENT

NOTES:
1. SEE SHEET 2 FOR TYPICAL STREET SECTIONS.
2. SEE SHEET 3 FOR ALL LINE AND CURVE TABLE INFORMATION.



PRELIMINARY
DATE: 01/08/15
JOB NO. 13105
DRAWN BY: DSA
SHEET 8 OF 9

Peak
Civil Consultants
200 W. WATSON AVENUE, SUITE 100
BOULDER, CO 80502
PH: 720.885.3859
CONTACT: SAUND O'LEARY
(303) 441-5851



BOULDER CREEK NEIGHBORHOODS, LLC
772 MAIN STREET
LOUISVILLE, CO 80027
CONTACT: SAUND O'LEARY
(303) 441-5851

RESOLUTION NO. P15-04

A RESOLUTION REGARDING THE PRELIMINARY PLAT OF CANYON CREEK FILING NO. 9, 1ST AMENDMENT, ADOPTING CERTAIN FINDINGS OF FACT AND CONCLUSIONS FAVORABLE TO THE PRELIMINARY PLAT.

WHEREAS, the Planning Commission of the Town of Erie, Colorado, considered the Preliminary Plat of Canyon Creek Filing No. 9, 1st Amendment on Wednesday, January 7, 2015, on the application of Boulder Creek Neighborhoods, LLC, 712 Main Street, Louisville, Colorado, such Preliminary Plat being a plat of the following real property; to wit:

A Part of the Southwest Quarter of Section 24, Township 1 North, Range 69 West of the Sixth, Town Of Erie, County Of Boulder, State Of Colorado,

and has held at a public hearing on the proposed Preliminary Plat on Wednesday, January 7, 2015.

WHEREAS, the application for Preliminary Plat is detailed on Exhibit A: Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat, dated November 3, 2014.

WHEREAS, said Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat is incorporated herein and made part hereof by this reference.

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

Section 1. Findings of Fact.

1. The applicant's application and supporting documents are in substantial compliance with the Town of Erie Municipal Code, Title 10.
2. The Preliminary Plat has met Municipal Code Title 10, Section 10.7.7 C.10. Approval Criteria:
 - a. The subdivision is generally consistent with the Town's Comprehensive Master Plan.
 - b. The subdivision is generally consistent with and implements the intent of the specific zoning district in which it is located.
 - c. The general layout of lots, streets, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to meet the Town's standards related to health and safety and in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this UDC.
 - d. The subdivision complies with all applicable use, development, and design standards set forth in Chapters 3, 5 and 6 of this UDC that have not otherwise been modified or waived pursuant to this Chapter or this UDC. Applicants shall refer to the Development Standards in Chapter 5 of this UDC and shall consider them in the layout of the subdivision in order to avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.

- e. The subdivision complies with all applicable regulations, standards, requirements, or plans of the Federal or State governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.
 - f. The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.
 - g. The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features.
 - h. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.
 - i. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools are available to serve the subject property, while maintaining sufficient levels of service to existing development.
 - j. As applicable, the proposed phasing plan for development of the subdivision is rational in terms of available infrastructure capacity.
3. The Canyon Creek PD – Planned Development shall be followed in the development of the property.
 4. A Detailed Development Agreement (DA) will be required at such time as the property is approved for the final plat.
 5. The Preliminary Plat as proposed, subject to the following conditions, will preserve the health, safety, welfare and interest of the citizens of the Town of Erie, Colorado.
 - a. Canyon Creek PD Amendment No. 8 shall be approved and recorded before the Preliminary Plat approval comes into effect.
 - b. The Canyon Creek Filing No. 9, Block 4, Lots 1, 2 and 3 Final Plat shall be vacated prior to recordation of a final plat for Canyon Creek Filing No. 9, 1st Amendment.
 - c. The Town and Owner will enter into a Development Agreement, prior to recordation of the Canyon Creek Subdivision Filing No. 9, 1st Amendment Final Plat.
 - d. If construction is proposed to begin between March 15th and August 31st, a formal migratory bird survey shall be conducted before construction commences.

Section 2. Conclusions and Order Recommending Approval of the Preliminary Plat Canyon Creek Filing No. 9, 1st Amendment to the Board of Trustees.

1. Based on the above Findings of Fact, the Planning Commission hereby forwards the Canyon Creek Filing No. 9, 1st Amendment Preliminary Plat application to the Board of Trustees with the Planning Commission's recommendation for approval with the conditions above.

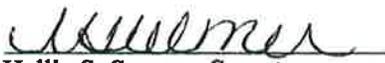
INTRODUCED, READ, SIGNED AND APPROVED this 7th day of January 2015.

TOWN OF ERIE, PLANNING COMMISSION

By: 

J. Eric Bottenhorn, Chair

ATTEST:

By: 

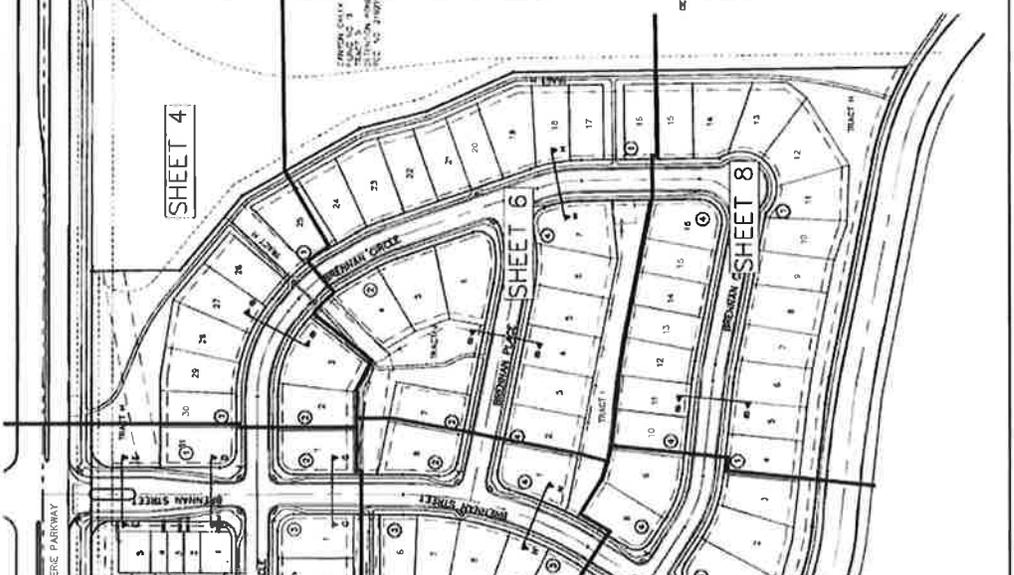
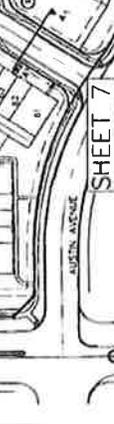
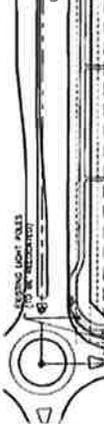
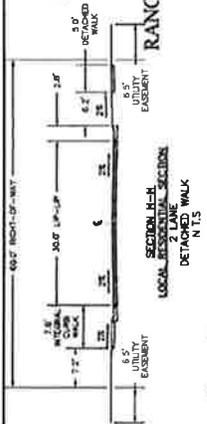
Hallie S. Sawyer, Secretary
Melinda Helmer

EXHIBIT A

(Canyon Creek Subdivision Filing No. 9, 1st Amendment Preliminary Plat)

**CANYON CREEK FILING NO. 9 - 1ST AMENDMENT
AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION FILING NO. 9
PRELIMINARY PLAT**

A REPLAT OF CANYON CREEK SUBDIVISION FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3
A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/15 TRACTS
PROJECT NO. PP-14-00014



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED WALK
- EXISTING CURB AND OUTER
- EXISTING SECTION CORNER
- FOUND MONUMENT
- 2" DIA. REBAR 4' 5/8"
- 2" DIA. PLASTIC CUP 5/8"

CANYON CREEK PLAT NO. 3
(REC. NO. 1992817) BOUNDARY

CANYON CREEK PLAT NO. 3
(REC. NO. 1992817)

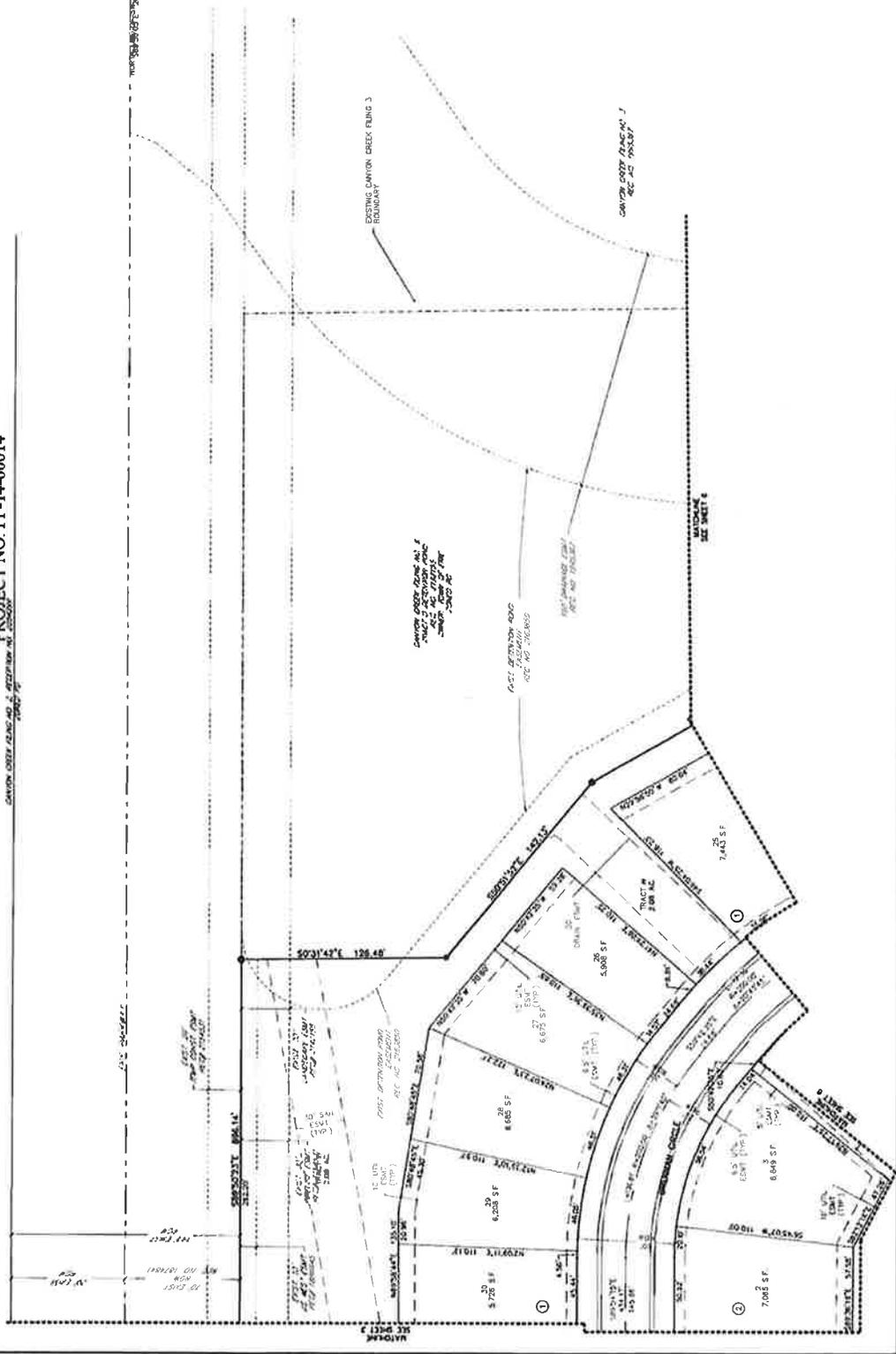
OVERALL PLAN &
TYPICAL SECTIONS
DATE: 11/2/14
JOB NO.: 13109
DRAWN BY: DBA
SHEET 2 OF 8

Peak
CONSULTANTS
BOULDER CREEK
NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80027
CONTRACT: 0480 0748
(303) 544-5867
CONTACT: JEFF HEDGECOCK



CANYON CREEK FILING NO. 9 - 1ST AMENDMENT
AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION FILING NO. 9
PRELIMINARY PLAT

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 26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/15 TRACTS
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**CANYON CREEK FILING NO. 9 -1ST AMENDMENT
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A REPLAT OF CANYON CREEK SUBDIVISION FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3
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PROJECT NO. PP-14-00014



LEGEND

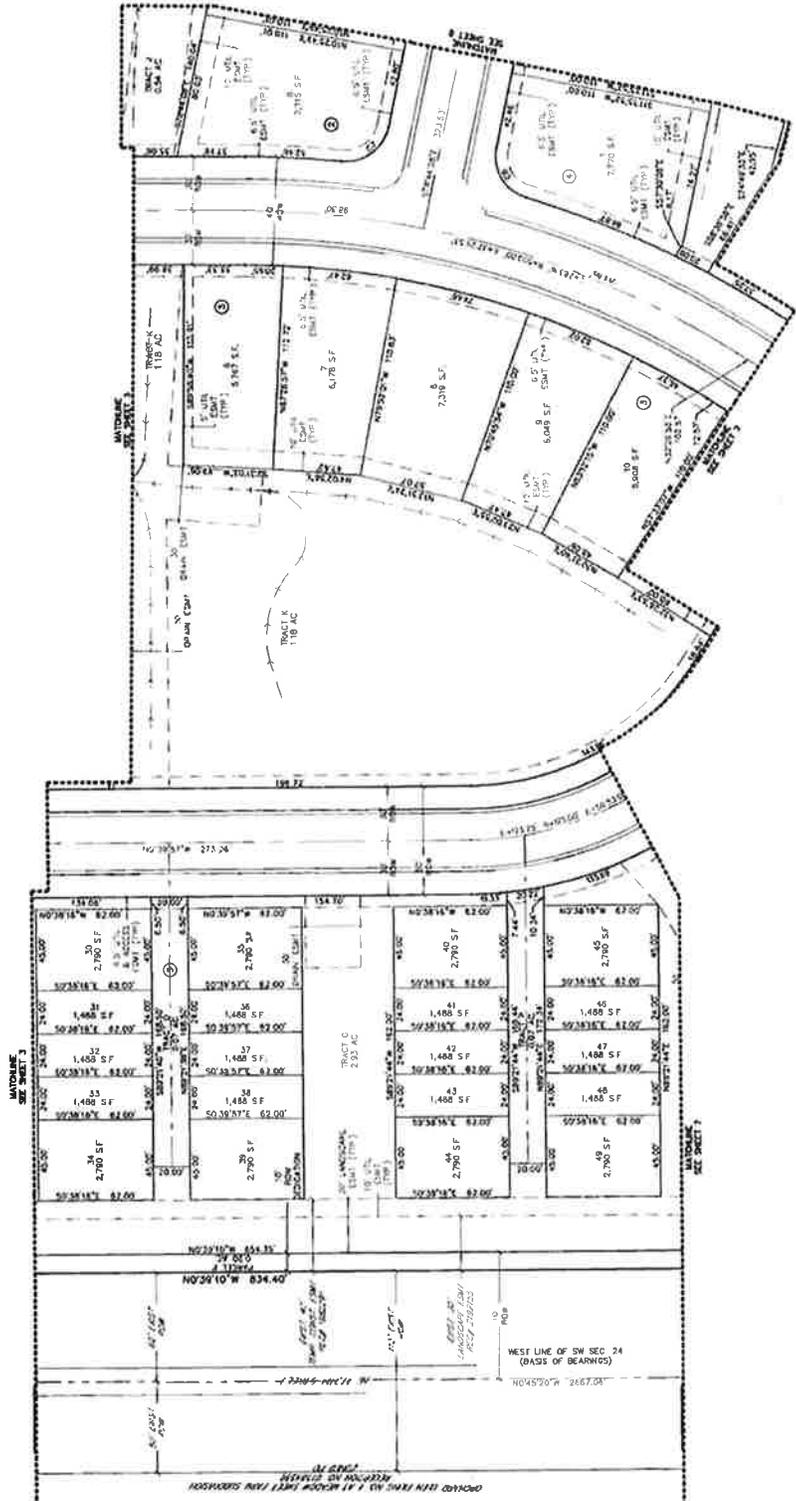
- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EXISTING SECTION LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- EXISTING SECTION CORNER
- FOUND MONUMENT
- SETBACK: 2'-0" ROAD W/ 5/8" CURB
- SETBACK: 2'-0" ROAD W/ 5/8" CURB

SEE SHEET 2 FOR TYPICAL STREET SECTIONS.
SEE SHEET 3 FOR ALL LINE AND CURVE TABLE INFORMATION.



PRELIMINARY PLAT
DATE: 11/2/14
JOB NO.: 13105
DRAWN BY: DVA
SHEET 5 OF 9

Peak
DEVELOPER:
BOULDER CREEK NEIGHBORHOODS, LLC
712 MAIN STREET
LOUISVILLE, CO 80037
CONTACT: DAVID OHLER
(303) 544-5807



CANYON CREEK FILING NO. 9 - 1ST AMENDMENT
AN AMENDMENT OF TRACT B OF CANYON CREEK SUBDIVISION FILING NO. 9
PRELIMINARY PLAT
 A REPLAT OF CANYON CREEK SUBDIVISION FILING NO. 9, BLOCK 4, LOTS 1, 2 AND 3
 A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH,
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 26.6 ACRES - 66 SINGLE FAMILY DETACHED LOTS, 64 SINGLE FAMILY ATTACHED LOTS/15 TRACTS
 PROJECT NO: RPP-14-00014



LEGEND

- PROPERTY BOUNDARY
- PROPOSED HIGH-1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000

SEE SHEET 2 FOR TYPICAL STREET SECTIONS
 SEE SHEET 3 FOR ALL LINE AND CURVE TABLE
 INFORMATION



DATE: 11/20/14
 JOB NO: 13105
 DRAWN BY: DGA
 PRELIMINARY PLAT
 SHEET 8 OF 8

Peak
 Civil Consultants
 300 W. HAMPSHIRE AVE. SUITE 200
 LOUISVILLE, CO 80027
 CONTACT: SAUNDRA GRIFFIN
 (303) 544-5887



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT: **GENERAL BUSINESS**
School Traffic Safety Problem Solving Project

DEPARTMENT: Public Works/Police Department
Gary Behlen, Director of Public Works

PRESENTER/PREPARER: **Russell Pennington, Deputy Director of Public Works**
Mike Haefele, Sergeant Erie Police Department
Alfredo Nevarez, Sergeant Erie Police Department

FISCAL	Cost as					
	Recommended:	\$ 16,250				
INFORMATION:	Balance Available:	\$ 0				
	Budget Line Item	100	.	70	.	710 . 535020 . 000000
	Number:					
	New Appropriation					
	Required:	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No		

STAFF RECOMMENDATION: **Implement the proposed improvements.**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the course of the school year, residents have noticed and voiced concerns regarding traffic flow and pedestrian safety at the schools in Erie during the hours of student drop-off in the mornings and pick-up in the afternoon. Some of the issues that have been observed include parking violations, students crossing busy roads, traffic congestion for long stretches while cars are unable to complete a turn at an intersection or into a school parking lot, and speeding. Both Public Works and the Police Department have investigated traffic issues at the different schools in Erie.

Previous Reviews

Previously, traffic concerns had been monitored at a few of the schools for any potential solutions. In 2012 Public Works performed a signal warrant analysis at the intersection of County Line Road and Austin Avenue near Aspen Ridge. Although a signal was not warranted at this intersection at that time, Public Works installed a crosswalk across County Line Road and added the appropriate signage and additional paving.

In November of 2013, Public Works hired Fox Tuttle Group to perform an analysis of traffic congestion concerns around Black Rock Elementary School. At that time, it was found the school was not designed to accommodate the amount of vehicle traffic they ended up with from parents driving their children to school rather than allowing them to walk or bike from the neighborhoods. Staff members from Public Works and the Police Department met with representatives from St. Vrain School District and the Principal at Black Rock to discuss options that the school could perform on their site.

In January 2014, Officer Turner with the Erie Police Department conducted a survey of traffic issues surrounding Erie Middle School. He submitted proposals to the school for improvements along Cheeseman Street and re-structuring of the drop-off lane at the school. Initially, Officer Turner did not receive a response from the school in regards to his suggestions. However, in the Fall of 2014, Officer Turner learned the Erie Middle School had their teachers quit parking in the "kiss and go lane" on the north end of the school, making it a bit easier for parents and guest to park as necessary or to proceed through the lane.

Recent Monitoring

The Police Department began monitoring each of the school zones during the morning drop-off hours and during the afternoon pick-up hours. During these times, officers watched for any traffic violations as well as any other issues that might hinder the general flow of traffic in the area during these times. Their observations and any enforcement actions taken were documented.

Additional research was conducted by the Police Department via two websites, IACP.net and POPCenter.org to obtain information regarding similar issues in other municipalities. Studies and action plans were assessed for relevance to this issue and a few common suggestions were found in those studies. The common suggested courses of action included the following:

- 1) Map out safe walk/bike routes and encourage more students to walk to school. Also, parents could implement a “walking school bus program” to help escort groups of kids to the school.
- 2) Educate parents regarding traffic laws and best practices with regards to parking and drop-off areas of the schools.
- 3) Establish/expand curbing or parking areas for drop-off and pick-up
- 4) Re-route traffic such as with one-way signs or no left turn signs

Chief Vasquez, Commander Stewart, and Sergeant Nevarez met with Gary Behlen and Russell Pennington to discuss the ideas that were developed through the Police Departments Problem Solving Project. Some of the ideas that were developed consist of additional signage, adding crosswalks, and left hand turning restrictions. Although the suggested improvements may help to some degree, not all of the issues can be solved within the Town Right of Ways.

Below are possible improvements that were developed and the associated costs:

School	Proposed Improvement	Cost
Erie High School	1. Traffic Signal @ Erie Parkway & WCR 5	\$ -
	2. Post School Zone on WCR 5 in front of High School	\$ 500.00
	Erie High School Total	\$ 500.00
	<i>(Traffic Signal will be installed in 2015 by developer.)</i>	
Aspen Ridge	1. Add Flashing Signs on County Line Road - Crosswalk	\$ 5,000.00
	2. Add No Left Turn Signage on EB Austin Ave. into school	\$ 250.00
	3. Allow Parking on Lloyd Lane During School hours	\$ 1,000.00
	4. Work with School to expand school parking	\$ -
	5. Add Right Turn only sign for traffic exiting parking lot	\$ 250.00
	Aspen Ridge Total	\$ 6,500.00
	<i>(Town Staff will work with developer/school during future planned expansion)</i>	
Red Hawk Elementary	1. Add crosswalk at Stanley/Meller	\$ 2,000.00
	2. Add No Stopping Signs along Jasper Road (East and West Side)	\$ 3,000.00
	Red Hawk Elementary Total	\$ 5,000.00
	<i>(No Stopping Signs will allow parking enforcement in Bike Lanes along Jasper Road)</i>	

Erie Elementary	1. Add additional No Left Turn Signage on northbound CLR	\$	500.00
	2. Add additional No Stopping Signs along east side of CLR	\$	1,250.00
	Erie Elementary Total	\$	1,750.00
Erie Middle School	1. No Parking Signs/Install turn lane Eastbound into K&G Area	\$	1,000.00
	2. Add No Left Turn signs for Westbound Cheeseman traffic	\$	250.00
	3. Add Right Only sign for exiting K&G traffic	\$	250.00
	4. Add No Parking Signs between K&G Entrances	\$	1,000.00
Erie Middle School Total	\$	2,500.00	
Black Rock Elementary	Work with School District on Parent Education	\$	0
	Black Rock Elementary Total	\$	0
	<i>(School will need to make improvements on school property)</i>		
Grand Total for School Safety Project		\$	16,250.00

Staff recommends that the improvements listed above be coordinated with the school district and installed. If approved by the Board of Trustees, funding will need to be appropriated since these improvements are not in the 2015 budget.

If the proposed improvements are funded, Staff from the Police Department and Public Works will meet as soon as possible with the school district to discuss and coordinate the improvements.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Maps of proposed improvements.

Erie High School Proposed Signs

Proposed School Zone

ERIE HIGH SCHOOL

WELD COUNTY RD 5

Future Traffic Signal (2015)

ERIE PKWY



Aspen Ridge Proposed Signs

Add Signs to Allow Parking on East Side of Street During Certain Times.

ASPEN RIDGE PREPATORY SCHOOL

Proposed Right Turn Only Sign

Proposed Flashing Crosswalk Signs

Proposed No Left Turn Sign

YOUNG CT



JOH



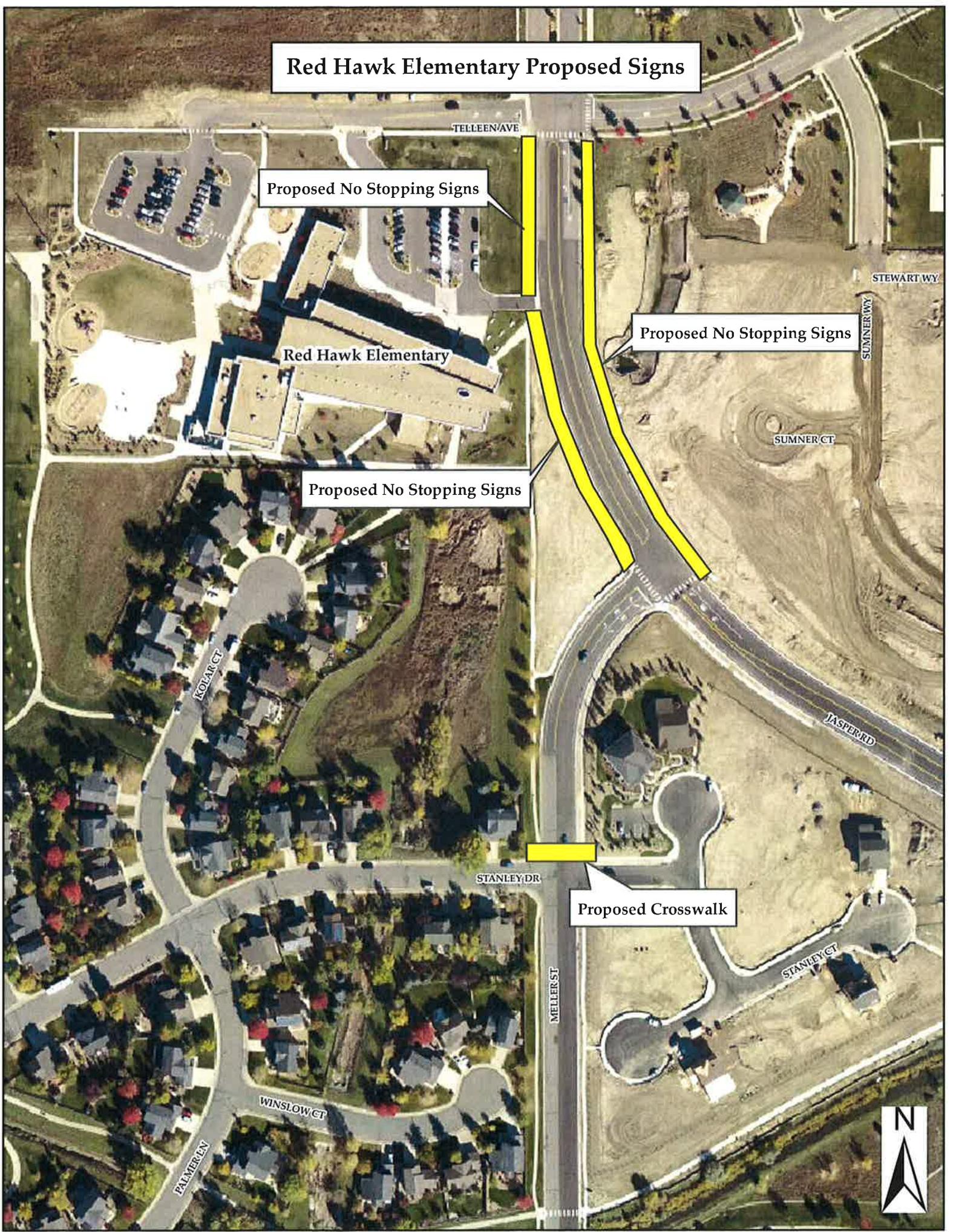
Red Hawk Elementary Proposed Signs

Proposed No Stopping Signs

Proposed No Stopping Signs

Proposed No Stopping Signs

Proposed Crosswalk



Erie Elementary & Middle School Proposed Signs

Proposed No Left Turn Sign

Proposed Right Turn Only Sign

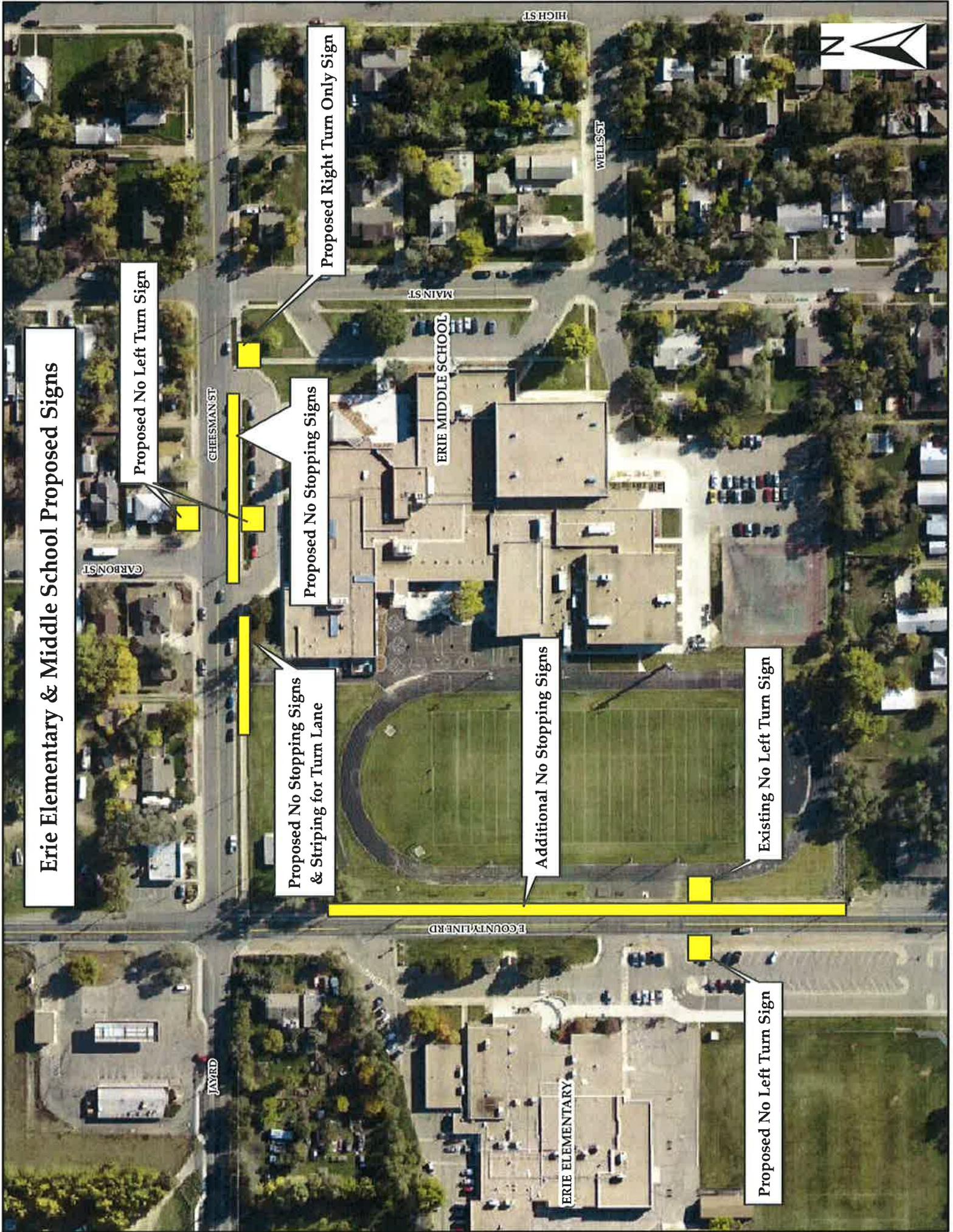
Proposed No Stopping Signs

Proposed No Stopping Signs & Striping for Turn Lane

Additional No Stopping Signs

Existing No Left Turn Sign

Proposed No Left Turn Sign



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT: **STAFF REPORT:**
Economic Development Activity Update

DEPARTMENT: Administration

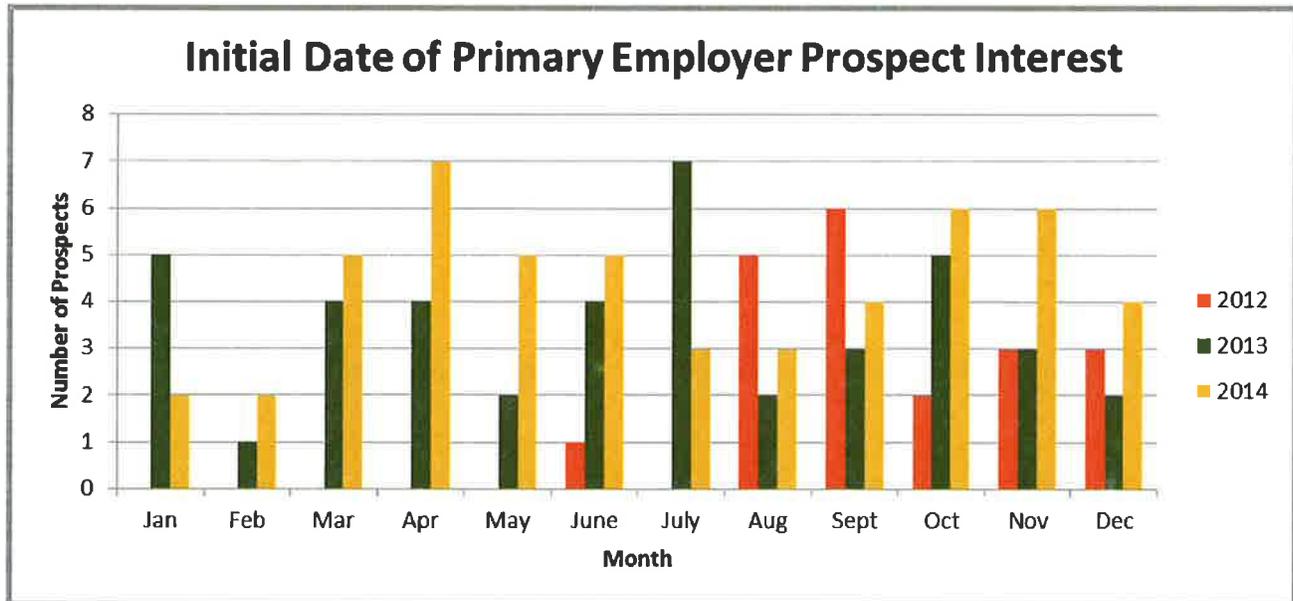
PRESENTER: Paula Mehle, Economic Development Coordinator *pm*

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

ACTIVITY & ANNOUNCEMENT SUMMARY:

2014 - FOURTH QUARTER UPDATE

PROSPECT INQUIRIES - GENERAL: Prospect interest in the fourth quarter of 2014 continued to be strong and in quantities exceeding 2013 numbers. Seventeen (17) inquiries came directly from companies; five (5) were parties interested in starting their own business, two (2) were Erie home based businesses looking for commercial locations, eight (8) seeking locations specifically in Historic Old Town and three (3) at the future King Soopers-anchored shopping center at Highway 7 and Sheridan Boulevard. Our regional partners (Metro Denver Economic Development Corporation (MDED), Office of Economic Development and International Trade (OEDIT) and Upstate Economic sent out 16 prospect site requests; however, no sites or buildings in Erie met the criteria the prospects had set.



ACCOMPLISHMENTS: Staff was successful in December connecting a local business to a location that met their facility needs perfectly. CML RW Security had been a tenant at 3000 Airport Drive for a couple of months as an alternate development proposal was being generated on adjacent land. The business owner came in to Town Hall asking if there were any other facilities that might meet their needs in the near term. Staff immediately called up the owner of 400 Young Court and arranged a tour within minutes. At the conclusion of the tour the owner asked the landlord to draw up a lease contract. CML RW Security is moving into 400 Young Court in late January and early February without any modifications to the building. CML RW Security provides detention equipment and security electronics services to

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

prisons, jails, courthouses, justice centers, embassies, and military bases. It is anticipated that 50 employees initially will be employed at the Young Court location with the potential to add an additional 40-50 overtime with an average income of \$55,000, or approximately \$10,000 over the Weld County average rate.

END OF YEAR SUMMARY

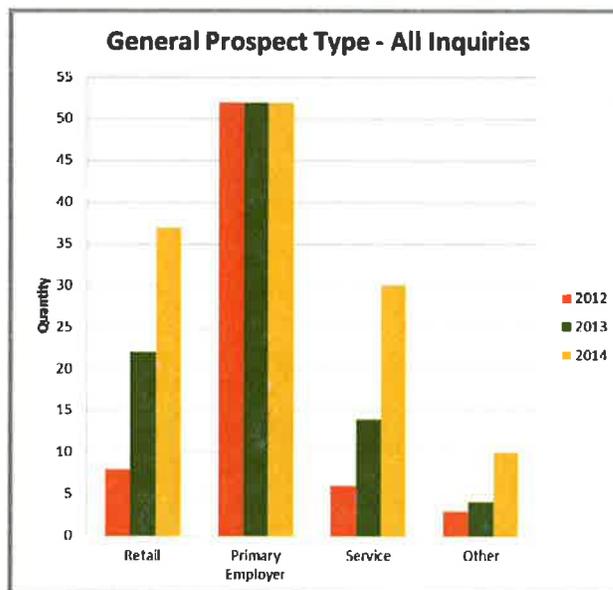
NOTABLE ACTIVITIES

The year 2014 had some great business successes.

After a several years of negotiations with King Soopers the retailer submitted plans for a Marketplace at the northwest corner of Highway 7 and Sheridan Parkway. Kum and Go was the only new commercial construction in 2014 opening in late December at Bonanza and Highway 7 giving the thousands of drivers along the Highway another option for gas and convenience shopping.

Foxtail Pines Veterinary purchased 89 S. Briggs from the bank and remodeled the building for its companion animal clinic as well as created another commercial unit that a coffee shop is planned to open in sometime in late February or early March. A local resident purchased 578 Briggs from the bank and has been negotiating with several parties interested in opening a restaurant or beverage business.

After Parkway Grill and Snowcap Creamery closed J.J.'s Pub reopened in their space within a couple of months. Grandma's Kitchen reopened a former mexican restaurant on Kattel Street that had been vacant for approximately two years offering breakfast, lunch and dinner.



PRIMARY EMPLOYMENT

While all prospect types have increased, the stongest in number of inquiries has been primary employers. Of the 52 primary employer inquiries received in 2014, 7.7% came directly from a company, 2% through our local partners (Erie Chamber and Erie Economic Development Corporation) and 90.3% from regional partnerns. Staff was able to submit sites to 4 prospect inquiries from MDEDC, Upstate Economic Development or OEDIT with an existing building or land sites that met the minimum criteria the prospect had identified.

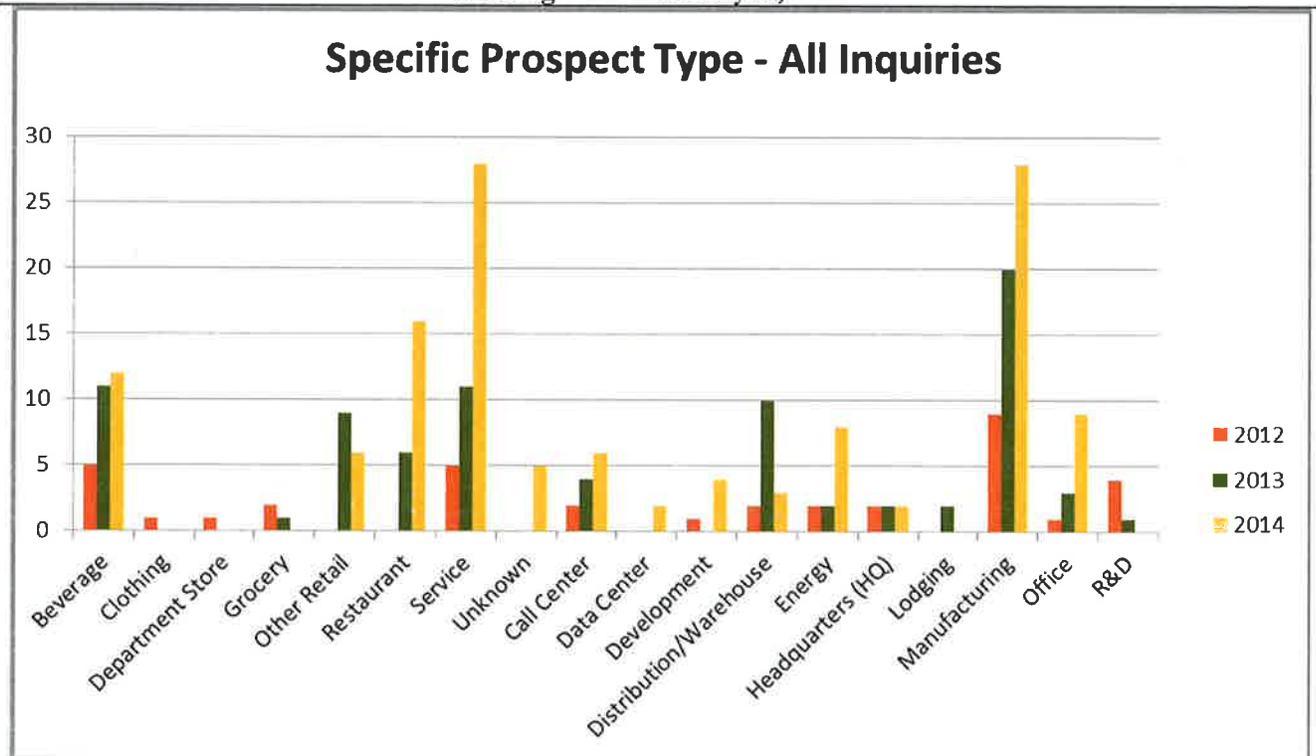
RETAIL

2014 brought an increase in retail interest. The Town experienced more appointments with retailers and visitors to the Town's booth at ICSC and more small and start up businesses inquiring throughout the year about sites available in Erie. Coal Creek Center and Village Vista are 100% occupied and plans for building more retail units in these centers are being evaluated.

SERVICE

Inquiries for service type businesses continue to increase in Erie. With the increasing population will come an increased need for medical, dental and other office type users as well as retail located services such as salons and financial related institutions. Location inquiries for personal services such as fitness and wellness as well as for for auto services such as mechanics has increased in 2014. These service related prospects were looking for existing building or units but unable to find suitable sites in Erie in 2014.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
 Board Meeting Date: February 10, 2015



START UPS & SMALL BUSINESSES

Approximately 15% of the prospect inquiries received in 2014 were from parties looking to start a business. Staff assisted them with identifying potential sites and resources to allow them to evaluate their opportunities. The partnership with the Small Business Development Center (SBDC) and the availability of consulting hours and workshops available in Erie has been very beneficial. The SBDC reported that in 2014 Erie had the largest attendance at workshops and increase in number of clients in the Southwest Weld County region to which the agency has related to the increased marketing and referrals the Town of Erie has provided. Many businesses that have contacted and visited with the SBDC staff have shared their appreciation for the service.

	2012		2013		2014	
		% Total Inquiries		% Total Inquiries		% Total Inquiries
Start Up Businesses	4	11%	6	7.3%	20	15.5%
Home Based Business Looking for Commercial Locations – Not all Erie	1	2.7%	3	3.7%	7	5.4%
Erie Businesses Relocating/Expanding – including home based businesses	4	10.8%	3	3.7%	11	8.5%
Total Business Inquiries	37		82		129	

In 2014 the Town received an increase in number of home based businesses in Erie and neighboring communities wanting to move to commercial facilities. A number of these were looking to take advantage of lower interest rates and purchase spaces for their business but due to a lack in inventory, specifically flex space condo units, they have been unsuccessful in finding a location in 2014. Other challenges businesses have faced have included limited budgets for downpayments or to cover lease and facility expense (NNN, “triple net”) rates.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

MARKETING EFFORTS

Seventeen Notify Me messages were sent out in 2014 to over 750 subscribers who had signed up for Economic Development related messages through the Town’s website. Staff promoted this service to prospects, visitors to Town Hall and to the various booths staff manned throughout the year.

Other electronic marketing efforts came in the form of messages on Facebook that included announcements and pictures of new businesses in Erie. The Engage Erie Mindmixer program was used to engage the community about favorite retailers and farmers market times they would like to see or currently support.

The economic development webpages have increased in content. A page of business resources with links to support agencies has been added as well as increased data on demographics and available properties that are helpful for businesses of all sizes. In 2015 staff will continue to evaluate and create material that site selectors are looking for as well as what small business typically need.

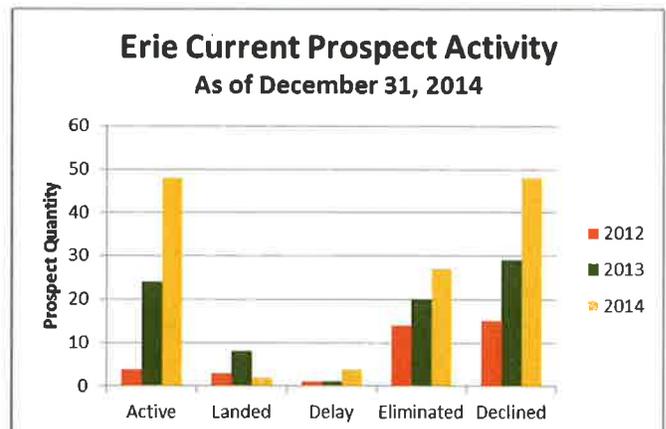
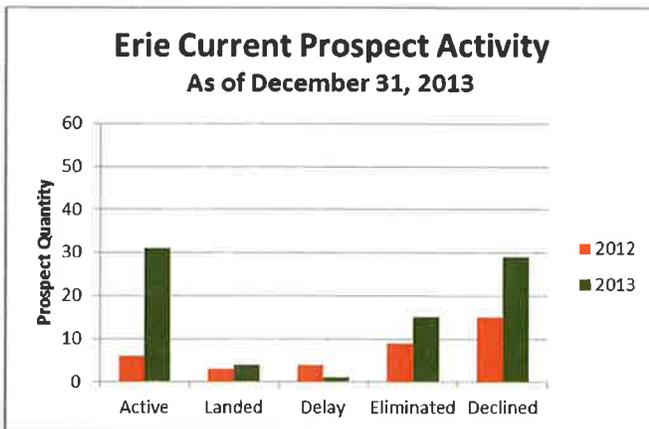
In September the mobile app EricCO@ICSC staff created in 2013 in preparation for the International Council of Shopping Centers real estate was awarded a silver award in the New Media category by the International Economic Development Council.

BUSINESS NUMBERS

In 2013 there were a total of 54 Erie located businesses registered with the Town. At the end of 2014 there were 356 licensed businesses, not including contractors, in Erie. The increase was due in part to an initial contact letter to businesses reporting to the State labor agency notifying them that a businesses license was required in Erie as well as increased education of businesses through Town newsletters, webpages, and various other contacts. Data recently obtained from the Secretary of State shows that there are over 1,800 businesses registered with the State reporting their location in Erie of which only 229 were registered with the Town in 2014.

CASELOAD

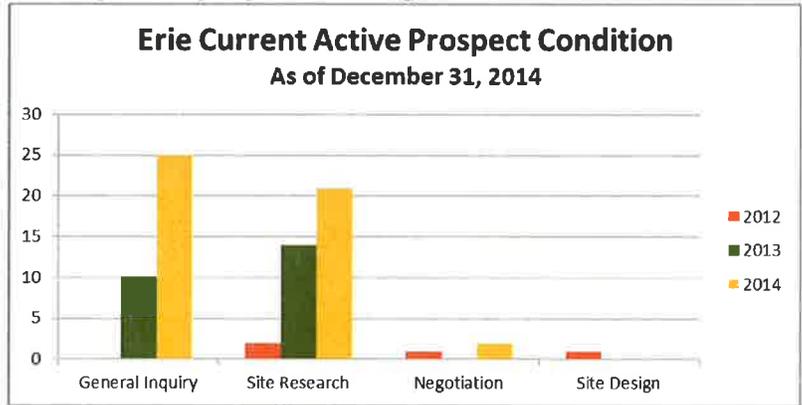
Staff is currently maintaining approximately 76 active prospect cases. The condition range from recent contact to maintaining contact as the prospect has either not obtained a location or is still working on plans for a location in Erie. Staff will eliminate cases after several months of non-responsiveness or the prospect has located a site outside of Erie or has decided not to move forward with expansion, relocation, or start up plans. In 2014 four (4) prospect staff initially began working with in 2013 have located in Erie, and already two (2) prospects from 2014 have located in Erie. As Erie had experienced with King Soopers it often times takes several years of working with a prospect to land them.



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
 Board Meeting Date: February 10, 2015

The condition of the active prospects are shown in the table to the right. A large quantity of prospects are in the general inquiry condition this is due in part to the number of inquiries of prospects evaluating the opportunity to start a business or expand from their home. Those prospects in the site research position have been provided details on sites that may meet their site criteria but have not progressed to the point of negotiating a lease or sale.

The prospect in the Site Design column is King Soopers. At this time staff has moved Burger King to landed position as the franchisee closed on the property in October, 2014 and currently has a site development plan application in process.



2015 FORECAST

Initial prospect contacts in 2015 are starting out with a mix of small businesses looking to grow and move into existing facilities with the other half being franchisees or growing businesses looking to invest in new construction. The number one statement of prospects visiting with staff is that Erie is really booming and they want to be a part of it. In 2015 there will continue to be a struggle to complete deals with very little choices of existing buildings and limited shovel ready lots. Staff will continue to reach out to developers to encourage development of retail, office, flex space, and subdivision of large industrial zoned properties. This limited condition is not limited to Erie; Longmont, Louisville, and other communities in the northern Front Range area are reporting the same condition.

Staff Review:

- Assistant to the Town Administrator
- Town Clerk
- Community Development Director
- Finance Director
- Police Chief
- Public Works Director
- Park & Recreation Director

Approved by:


 A.J. Krieger
 Town Administrator

ATTACHMENTS:

- a. n/a

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT: **STAFF REPORT**
Community Development Monthly Reports

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

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

STAFF
RECOMMENDATION: n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Building Permit Monthly Report

The attached Building Permit Report indicates the number of new residential building permits issued to date (through January 2015) versus the building permit projections utilized in determining the 2015 budget. The Town issued 29 new residential building permits in January.

For 2015 the Town has issued 29 building permits or 7 percent of the yearly projected total of 400 building permits.

The Building Permit Reports for 2014 and 2013 are attached hereto for comparison. Please note that the building permit totals for 2014 have been increased to 291 new permits, an increase of 5 permits from the previously indicated monthly reports.

Historic Erie Neighborhood Building Permit Fee Waiver

The effective date of the Historic Erie Neighborhood waiver was October 6, 2012.

A total of 2 permits valued at \$92.00 in fees were waived for the month of January 2015. The cumulative value of fees waived since the inception of the program is \$22,327.11. A breakdown of the fees waived is attached hereto.

Staff Review:

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

Approved by:


A.J. Krieger
Town Administrator

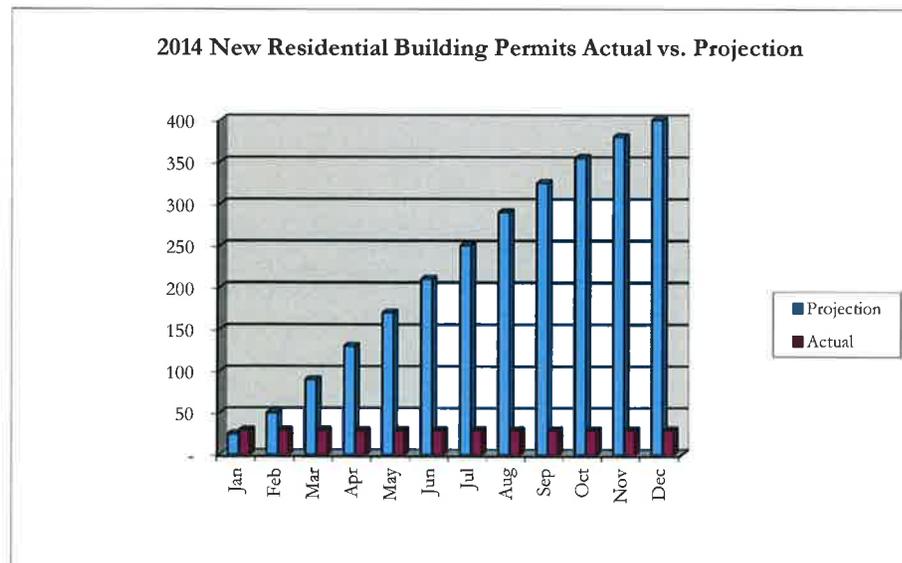
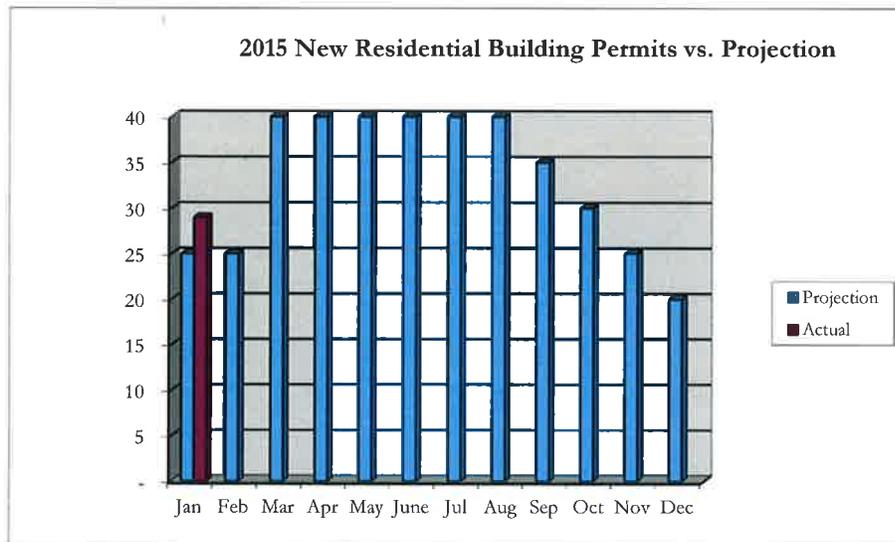
ATTACHMENTS:

- A. 2015/2014/2013 Building Permits to Projection Comparison
- B. Historic Erie Neighborhood Fees Waived

ATTACHMENT A

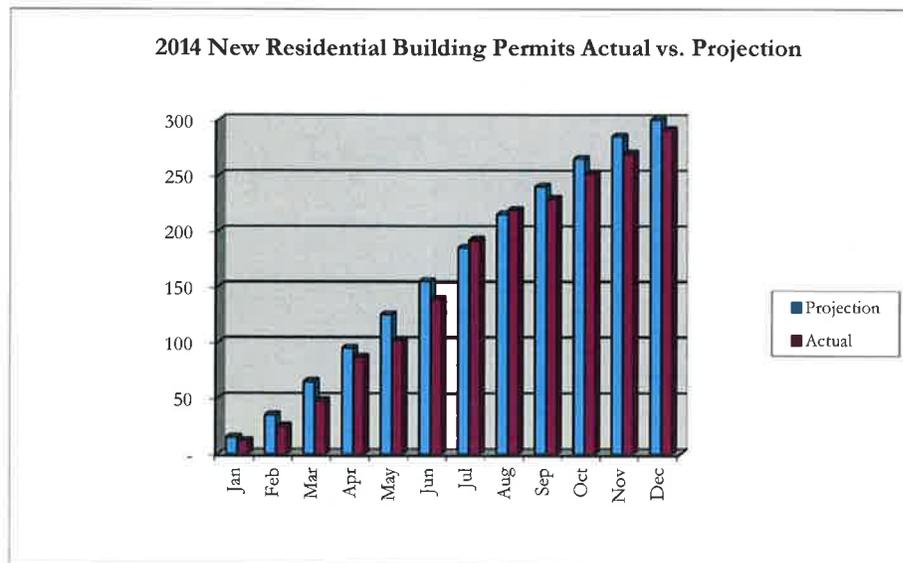
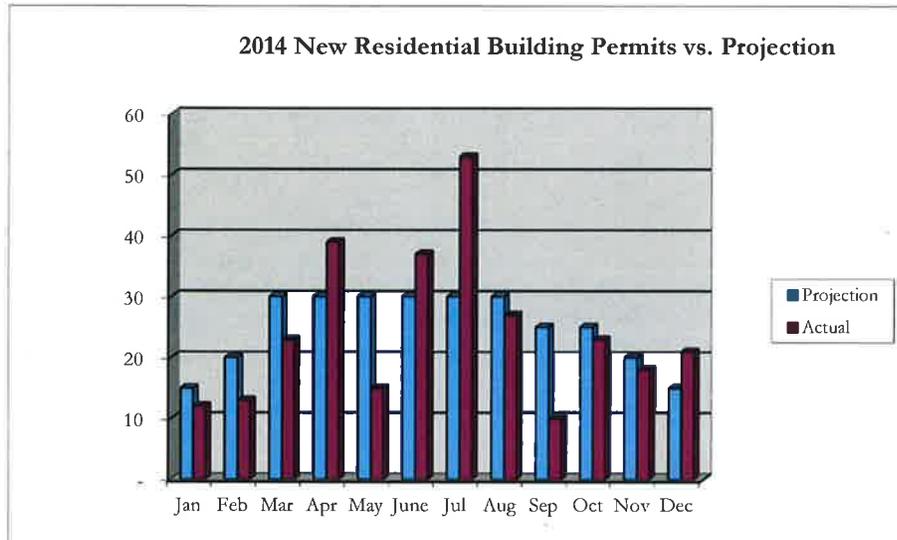
2015 Building Permits to Projection Comparison

2015	Month by Month		Seasonal Projection	Accumulation		
	Projection	Actual		Projection	Actual	
Jan	25	29	8%	Jan	25	29
Feb	25		7%	Feb	50	29
Mar	40		11%	Mar	90	29
Apr	40		12%	Apr	130	29
May	40		10%	May	170	29
June	40		11%	Jun	210	29
Jul	40		10%	Jul	250	29
Aug	40		8%	Aug	290	29
Sep	35		7%	Sep	325	29
Oct	30		6%	Oct	355	29
Nov	25		7%	Nov	380	29
Dec	20		5%	Dec	400	29
Total	400					



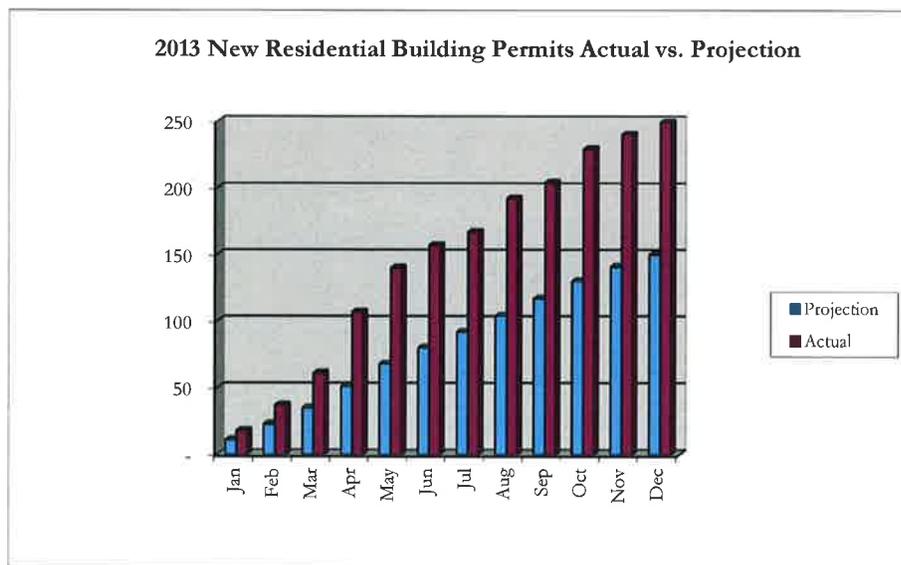
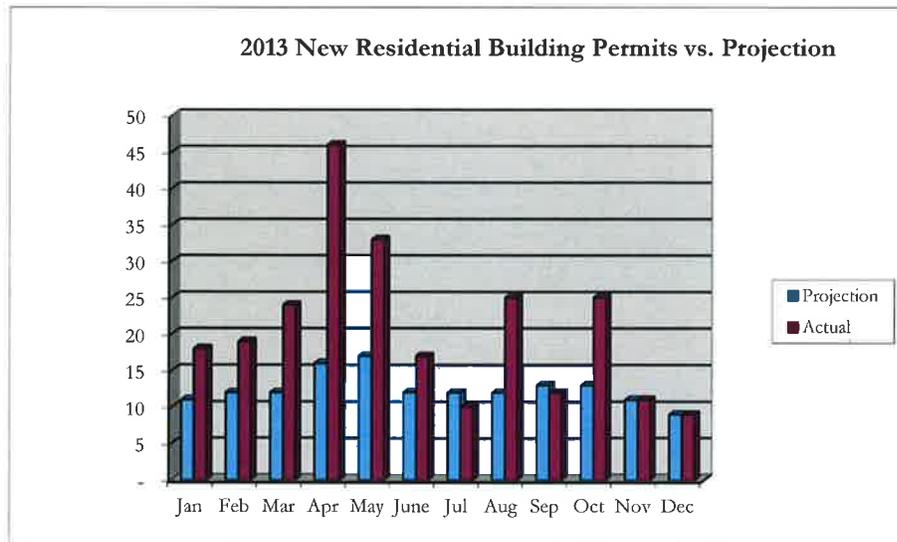
2014 Building Permits to Projection Comparison

2014	Month by Month		Seasonal Projection	Accumulation		
	Projection	Actual		Projection	Actual	
Jan	15	12	8%	Jan	15	12
Feb	20	13	7%	Feb	35	25
Mar	30	23	11%	Mar	65	48
Apr	30	39	12%	Apr	95	87
May	30	15	10%	May	125	102
June	30	37	11%	Jun	155	139
Jul	30	53	10%	Jul	185	192
Aug	30	27	8%	Aug	215	219
Sep	25	10	7%	Sep	240	229
Oct	25	23	6%	Oct	265	252
Nov	20	18	7%	Nov	285	270
Dec	15	21	5%	Dec	300	291
Total	300					



2013 Building Permits to Projection Comparison

2013	Month by Month		Seasonal Projection	Accumulation		
	Projection	Actual		Projection	Actual	
Jan	11	18	8%	Jan	11	18
Feb	12	19	7%	Feb	23	37
Mar	12	24	11%	Mar	35	61
Apr	16	46	12%	Apr	51	107
May	17	33	10%	May	68	140
June	12	17	11%	Jun	80	157
Jul	12	10	10%	Jul	92	167
Aug	12	25	8%	Aug	104	192
Sep	13	12	7%	Sep	117	204
Oct	13	25	6%	Oct	130	229
Nov	11	11	7%	Nov	141	240
Dec	9	9	5%	Dec	150	249
Total		150				



ATTACHMENT B

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: February 10, 2015

SUBJECT: **STAFF REPORT: Year End Communications Report –2014**

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 Communications Calendar for 2014 which provides statistical information on the release and reach of Town of Erie communications, including the following details:

- 234 Unique Announcements Released via “Notify Me”
- 9 New YouTube Videos Released
- 8 Unique Engage Erie Topics Posted

FACEBOOK INSIGHTS:

- 198 Unique posts
- Total Page “Likes” Increased 39.7%

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

- Total Page Visits - 2014 Year: 1,025,883
- Total Unique Visits - 2014 Year: 361,653

ERIE GOVERNMENT TELEVISION STREAMING VIDEO:

- Total Page Views: 7382
 - Total Visits: 2730
-

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. Website Overview Report

Communication Calendar - 2014

NEWS & ANNOUNCEMENTS	Notify Me Messages Sent	Newsflash Posted on Website	Facebook Posts	Twitter Posts
January	9	✓	17	24
February	10	✓	9	25
March	13	✓	12	33
April	16	✓	20	39
May	12	✓	18	37
June	13	✓	16	34
July	24	✓	26	21
August	17	✓	17	26
September	13	✓	18	34
October	9	✓	12	22
November	9	✓	17	22
December	11	✓	16	23
TOTAL	156	-	198	340

ECONOMIC DEVELOPMENT ANNOUNCEMENT	Notify Me Messages Sent	Newsflash Posted on Website
January	1	1
February	1	1
March	2	2
April	3	3
May	0	0
June	1	1
July	2	2
August	1	1
September	2	2
October	3	3
November	2	2
December	0	0
TOTAL	18	18

PUBLIC WORKS ANNOUNCEMENT	Notify Me Messages Sent	Newsflash Posted on Website
January	1	1
February	3	3
March	3	3
April	3	3
May	5	5
June	6	6
July	3	3
August	0	0
September	2	2
October	5	5
November	3	3
December	1	1
TOTAL	35	35

POLICE ANNOUNCEMENT	Notify Me Messages Sent	Newsflash Posted on Website
January	0	0
February	0	0
March	3	3
April	1	1
May	1	1
June	3	3
July	4	4
August	4	4
September	2	2
October	0	0
November	2	2
December	0	0
TOTAL	20	20

PARKS & RECREATION ANNOUNCEMENT	Notify Me Messages Sent	Newsflash Posted on Website
January	1	1
February	0	0
March	0	0
April	1	1
May	0	0
June	0	0
July	1	1
August	1	1
September	0	0
October	0	0
November	1	1
December	0	0
TOTAL	5	5

ENGAGE ERIE TOPICS	Engage Erie Topics Posted	Newsflash Posted on Website & Message Sent	Facebook Post	Twitter Post
January: "Sustainability & Green Living"	1	✓	✓	✓
February: Movies in the Park You Choose the Movies!"	1	✓	✓	✓
March: None Posted				
April: "2015 Erie Farmers Market"	1	✓	✓	✓
May: "Erie Seeks Sister Cities", "Town-Wide Waste & Recycling Collection Service"	2	✓	✓	✓
June: None Posted				
July: "Rumor Mill Answers Your Questions about Oil & Gas Activity"	1	✓	✓	✓
August: None Posted				
September: None Posted				
October: None Posted				
November: "Share Your Story About How You Support Businesses in Erie"	1	✓	✓	✓
December: "Name that Band – Take 2!"	1	✓	✓	✓
TOTAL	8			

<u>YOUTUBE CHANNEL</u>	Videos Posted	Newsflash Posted on Website	Facebook Post	Twitter Post
January: None Posted				
February: "Town of Erie - Voter Information for April 1st, 2014 Election"	1	✓	✓	✓
March: None Posted				
April: "Town of Erie - 17th Annual Arbor Day & Earth Day Celebration"	1	✓	✓	✓
May: "Town of Erie Recreation Trails: Coal Creek Trail", "Town of Erie Recreation Trails: Sunset West Trails - Erie Singletrack", "Boulder Valley Velodrome Test Ride"	3	✓	✓	✓
June: None Posted				
July: "Town of Erie 2nd Annual Erie Brewfest", "Town of Erie Active Adults 60+", "Town of Erie Recreation Trails: Thomas Reservoir"	2	✓	✓	✓
August: None Posted				
September: "Town of Erie Police Station & Municipal Court Building Groundbreaking Ceremony"	1	✓	✓	✓
October: None Posted				
November: "Inside Erie: Episode 1 - Water Treatment Facility"	1	✓	✓	✓
December: None Posted				
TOTAL	9			

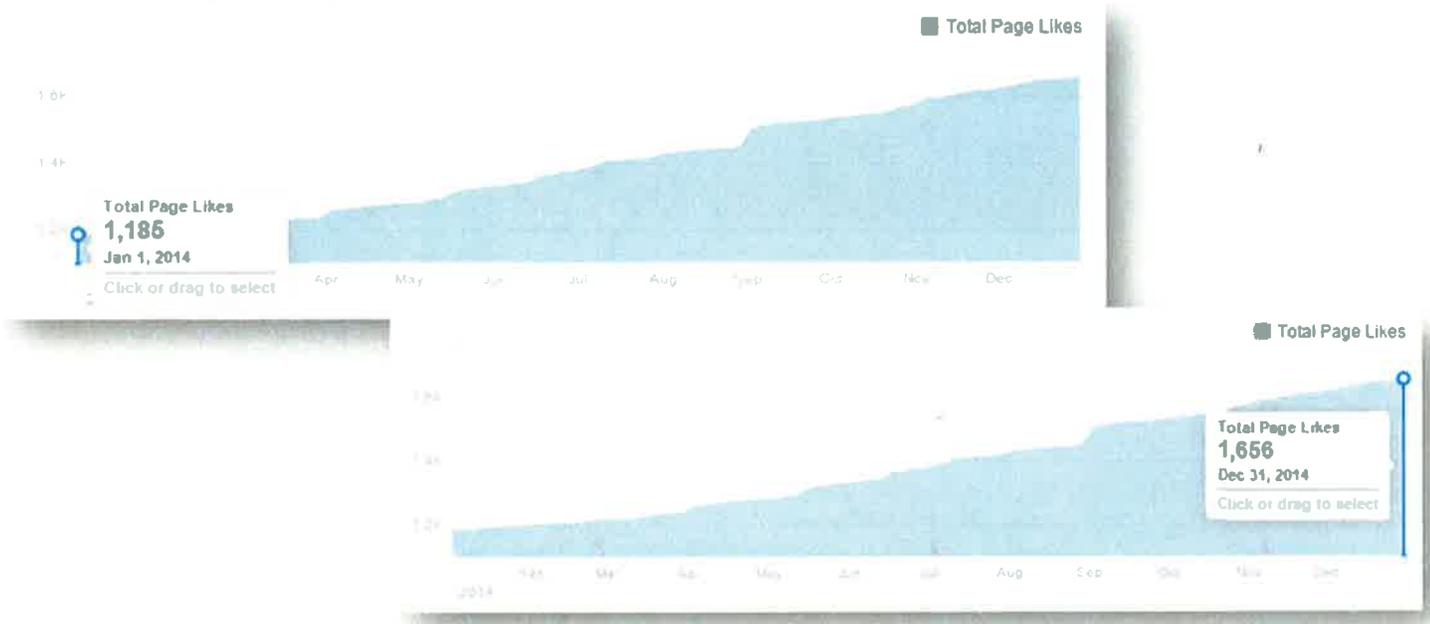
<u>UTILITY BILL INSERTS</u>	Mailed Bills	Emailed Bills
January Mailing: January/February Erie Edition	✓	✓
February Mailing: No Inserts		
March Mailing: March/April Erie Edition	✓	✓
April Mailing: Arbor Day/Earth Day & Fishing Clinic Flyer and Slow the Flow Campaign Flyer	✓	✓
May Mailing: May/June Erie Edition	✓	✓
June Mailing: Water Quality Report	✓	✓
July Mailing: July/August Erie Edition	✓	✓
August Mailing: No Inserts		
September Mailing: September/October Erie Edition	✓	✓
October Mailing: Trunk or Treat and Indoor Water Inspections/Winter Weather Reminders	✓	✓
November Mailing: November/December Erie Edition	✓	✓
December Mailing: 2015-2019 Utility Rate Fees	✓	✓

updated: 2/4/2015

2014 – Facebook Insights

Town of Erie, Colorado – Government Page

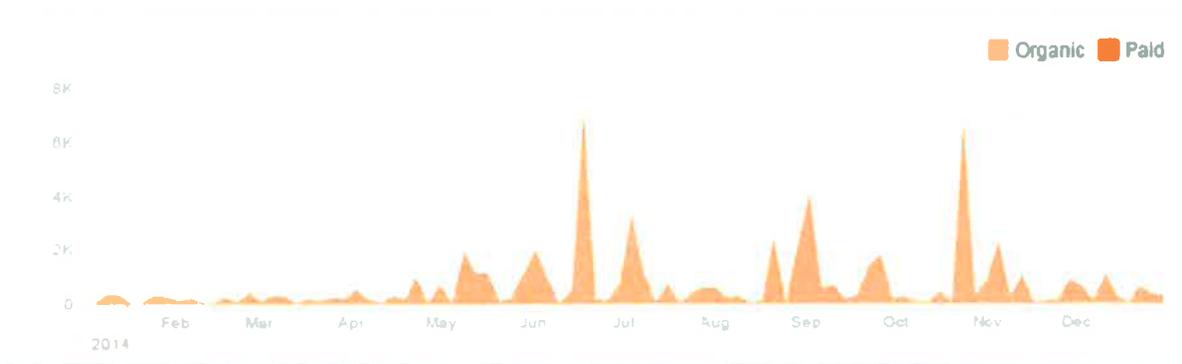
Total Page “Likes” – increased 39.7%



Total Reach

Total Reach

The number of people who were served any activity from your Page including posts, posts by other people, Page like ads, mentions and checkins.



People

The people who like your Page

Women

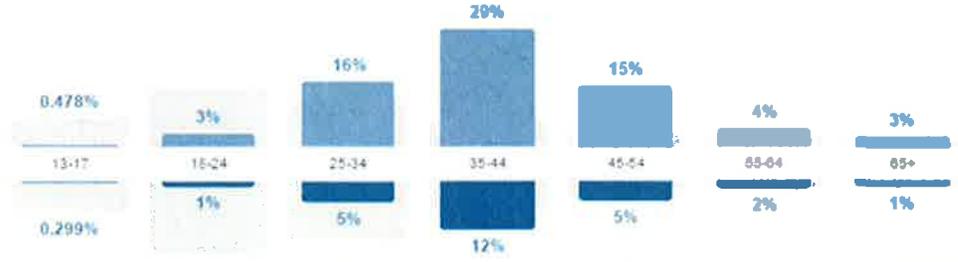
72%
Your Fans

46%
All Facebook

Men

27%
Your Fans

54%
All Facebook



Country	Your Fans	City	Your Fans	Language	Your Fans
United States of America	1 647	Ene CO	853	English (US)	1 626
Colombia	3	Denver CO	174	English (UK)	30
Canada	3	Boulder CO	135	Spanish	3
Germany	2	Longmont CO	45	German	3
Australia	2	Lafayette CO	32	French (France)	2
Belgium	1	Fredenck CO	25	English (Ireland)	1
South Korea	1	Broomfield CO	24	French (Canada)	1
Macedonia	1	Firestone CO	21	Spanish (Spain)	1
Spain	1	Westminster, CO	20	Korean	1
Indonesia	1	Thermon CO	15	Czech	1
Sweden	1	Louisville CO	10	Arabic	1
Venezuela	1	Brighton CO	9	Greek	1
Italy	1	Arvada CO	8	Traditional Chinese (Hong Kong)	1
Denmark	1	Superior CO	7	Macedonian	1
Egypt	1	Loveland, CO	5	Danish	1
Philippines	1	Aurora CO	5		
Panama	1	Colorado Springs CO	5		
New Zealand	1	Fort Lupton CO	5		
Greece	1	Fort Collins CO	5		
Hong Kong	1	Dacono CO	5		
Austria	1	Lakewood CO	4		
		Chicago IL	4		
		Mead, CO	4		
		Commerce City CO	3		
		Littleton, CO	3		
		Northglenn CO	3		
		Austin TX	3		
		Dallas TX	3		
		Seattle, WA	3		
		Golden CO	3		
		Sarasota FL	1		
		Bucaramanga Santander	1		
		Fort Wayne IN	1		
		Rosewell NM	1		
		Centennial CO	1		
		Billings MT	1		
		Arlington VA	2		
		Naperville IL	1		
		Belmont MA	1		
		Laramie WY	1		
		Flagstaff AZ	1		
		Grand Junction CO	1		
		Atlanta GA	1		
		Greeley CO	1		
		Jacksonville NC	1		

Website Overview Report for www.erieco.gov - Full Year 2014

Total Unique Visits	Year to Date: 361,653
Total Page Visits	Year to Date: 1,025,883

Top 25 Web Pages Visited	# of Visits	Rank
Home Page	542,943	#1
News Flash	153,837	#2
Erie Community Center	46,753	#3
Utility Billing	23,419	#4
Parks & Recreation	13,546	#5
Special Events	11,002	#6
Departments	8,288	#7
Police Department	8,011	#8
Recreation Activities	6,094	#9
Youth Sports	5,735	#10
Classes and Programs	5,690	#11
Fitness & Wellness	5,457	#12
Fees & Membership	4,868	#13
Facility Information	4,326	#14
Maps	4,103	#15
Construction Projects	3,778	#16
Town Fair	3,572	#17
Community	3,236	#18
Board of Trustees	2,883	#19
Landfill	2,820	#20
Economic Development	2,792	#21
Building Division	2,627	#22
Camp Erie	2,210	#23
Aquatics	2,193	#24
Government	2,152	#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	887
Board of Trustees - Feb 11th, 2014	Archive	135
Planning Commission - May 7th, 2014	Archive	117
Board of Trustees - Jan 28th, 2014	Archive	104
Board of Trustees - Jan 28th, 2014	Live event	95
Board of Trustees - Apr 8th, 2014	Archive	82
Board of Trustees - Feb 25th, 2014	Archive	78
Board of Trustees - Oct 14th, 2014	Live event	78
Board of Trustees Regular Meeting & Housing Authority Meeting & Urban Renewal Authority Meeting - Dec 8th, 2014	Archive	74
Board of Trustees - Oct 28th, 2014	Archive	65

3,328

Total Media Stream Views



3,328 External Views 0 Internal Views



TOWN OF ERIE

MEMORANDUM

TO: Board of Trustees
A.J. Krieger, Town Administrator

CC: Town Clerk

FROM: Steve Felten, Finance Director

DATE: January 30, 2015

SUBJECT: Monthly Financial Report – November 2014 YTD

Under this cover is the monthly financial report for November 2014 year-to-date. Included in the report are the following:

- Comments on significant budget variances and changes from the prior year (pp. 2-3)
 - Summary year-to-date fund statements of revenues and expenditures and related graphs for the following funds:
 - Total of All Funds (pp. 4-5)
 - General Fund (pp. 6-9)
 - Water Fund (pp. 10-11)
 - Wastewater Fund (pp. 12-13)
 - Storm Drainage Fund (pp. 14-15)
 - Airport Fund (pp. 16-17)
 - Solid Waste/Streets Fund (pp. 18-19)
 - Impact and Special Revenue Funds (pp. 20-23)
 - Urban Renewal Authority (pp. 24-25)
 - Erie Housing Authority (pp. 26-27)
- (Note: The fund balance/working capital amounts on these schedules represent the approximate portion available for appropriation.)*
- Analysis of key revenue indicators, as follows: sales tax (including a monthly analysis by source), property tax, residential water use fees, commercial water use fees, residential wastewater use fees, and residential permit-related revenues (pp. 28-34)
 - A summary of the pooled investment account managed by Davidson Fixed Income Management (pp. 35-38)

Please let me know if you have any questions.

The following comments provide explanations of significant variances from budget (reflecting the August and November Supplemental appropriations) and changes from the prior year as reflected on the fund summaries on the following pages. Monthly budget amounts reflect appropriate timing of those material revenue and expenditure items that vary in timing from month to month, such as property taxes, water use fees, and debt service payments. Timing of capital outlays can vary dramatically during the course of the year due to the weather, receipt of grant funding, and other factors. To better reflect budget variances, budgets for significant capital projects are reflected in the various schedules over the timeframe the projects occur.

When reading the following explanations reference should be made to the relevant schedules.

Notes for “Total - All Funds” (pages 5-6):

- **Taxes** – The favorable budget variance of \$454 thousand, or 5%, and increase of \$677 thousand, or 7%, from the prior year largely reflect positive trends in sales and use tax. Sales tax is \$224 thousand, or 7%, favorable to budget and \$381 thousand, or 12%, above the same period for 2013, due primarily to continued high levels of taxes collected on purchases of vehicles by residents and to some one-time sales tax receipts. In addition, use tax is \$122 thousand, or 9%, over budget and \$205 thousand, or 16%, over 2013 due to building activity.
- **Intergovernmental** – Intergovernmental revenues, which include grants and taxes collected by the State or counties and allocated to municipalities, were \$230 thousand, or 21%, favorable to budget and \$173 thousand, or 15%, over 2013. These increases/variances were due to higher levels of pass-thru taxes in 2014.
- **Fees and charges** – Water and wastewater use fees, recreation fees, and landfill fees are the primary sources of this revenue stream. The favorable variance from budget of \$98 thousand, or 1%, and the \$389 thousand, or 3%, increase compared to 2013 primarily reflect an increase in commercial water sales, largely due to construction activity, and increases in landfill fees and reuse water sales.
- **Licenses and permits** – The favorable variance of \$315 thousand, or 28%, and increase over 2013 of \$185 thousand, or 15%, are due to increased residential building activity.
- **Capital contributions** – Capital contributions consist primarily of impact and tap fees received by the various impact funds and the water and wastewater funds. The favorable comparisons to budget of \$642 thousand, or 7%, and the prior year of \$1.4 million, or 16%, are due primarily to an increase in the number of residential permits issued. 2014 also reflects receipt of \$625 thousand for irrigation tap and water resource fees for Erie Highlands and Flatiron Meadows. Reflected in 2013 results is the receipt of \$500 thousand from Collier’s Hill for reuse water rights.
- **Investment income** – The favorable variance of \$225 thousand, or 279%, and increase over 2013 of \$139 thousand, or 83%, are due to higher investment balances

than anticipated due to timing of capital projects and to a slight increase in the yield earned on the Town's investments.

- **Other income** –The decrease from 2013 of \$190 thousand, or 15%, reflects \$325 thousand received in a settlement related to the reuse reservoir in 2013, partially offset by reimbursement for the cemetery fencing received in 2014.
- **Personnel expense** – The favorable variance to budget of \$522 thousand, or 5%, is primarily timing related (i.e., filling of temporarily open positions due to turnover and filling of new positions). The increase of \$795 thousand, or 9%, compared to 2013 is due to new positions added during 2013 and 2014, annual salary increases, increased participation in the Town's healthcare plan, and timing of benefit payments.
- **Operations and maintenance** – The \$1.9 million, or 21%, favorable variance in operations/maintenance expense is due to timing of expenditures and budget savings. The increase of \$669 thousand, or 10%, compared to 2013 is due primarily to an increase in CBT assessments (water fund), payment of the first year fee for the new ERP system and timing of expenditures.
- **Capital outlay** – The \$2.0 increase in capital expenditures compared to 2013 reflects the following 2014 projects: construction of a 4 million gallon water tank (\$3.1 million), an increase in open space acquisitions (\$1.4 million), flood repairs (\$0.9 million), reimbursement to Collier's Hill for Erie Parkway improvements (\$0.8 million), 111th Street drainage improvements (\$0.6 million) and completion of the membrane unit replacement at the NWRP (\$0.5 million). Partially offsetting these increases were certain 2013 projects, as follows: completion of the reuse reservoir (\$2.7 million), URA activity (\$1.9 million) and raw water acquisitions (\$0.9 million).

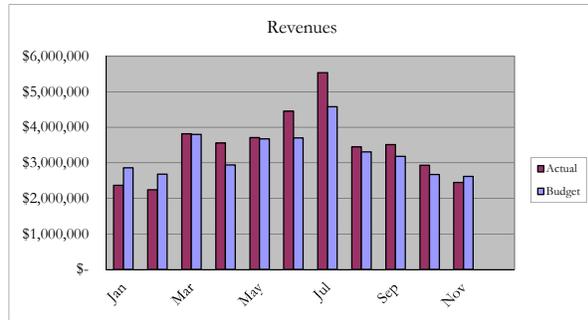
Total - All Funds

	2014 YTD Actual	2014 YTD Budget	Variance from Budget	2013 YTD Actual	Change from Prior Yr.	2014 Full Year Budget
Taxes	10,033,086	9,578,821	454,265	9,355,713	677,373	10,147,700
Intergovernmental	1,318,592	1,088,791	229,801	1,145,236	173,356	2,928,400
Fees and charges	13,745,160	13,647,632	97,528	13,356,216	388,944	14,637,200
Licenses and permits	1,438,208	1,122,917	315,291	1,252,856	185,352	1,225,000
Capital contributions	10,134,405	9,492,084	642,321	8,762,923	1,371,482	10,355,000
Investment income	306,348	80,849	225,499	167,064	139,284	88,200
Other income	1,036,442	989,083	47,359	1,226,200	(189,758)	1,079,000
<i>Total revenues</i>	38,012,241	36,000,177	2,012,064	35,266,208	2,746,033	40,460,500
Personnel expense	10,000,572	10,522,447	521,875	9,205,278	795,294	11,396,500
Operations/maintenance	7,086,701	9,001,691	1,914,990	6,417,627	669,074	9,997,300
Capital outlay	11,931,713	11,888,800	(42,913)	9,940,718	1,990,995	35,326,400
Debt service	8,400,338	8,407,900	7,562	8,304,861	95,477	8,539,700
Other expense	-	-	-	-	-	-
<i>Total expenditures</i>	37,419,324	39,820,838	2,401,514	33,868,484	3,550,840	65,259,900
<i>Revenues over (under) expenditures</i>	592,917	(3,820,661)	4,413,578	1,397,724	(804,807)	(24,799,400)
Transfers in	225,562	219,000	6,562	2,812,861	(2,587,299)	2,513,100
Transfers out	(225,562)	(219,000)	(6,562)	(2,812,861)	2,587,299	(2,513,100)
Debt proceeds, net	7,083,005	7,083,000	5	290,989	6,792,016	7,083,000
<i>Change in fund balance</i>	7,675,922	3,262,339	4,413,583	1,688,713	5,987,209	(17,716,400)

Note: For information purposes only as each fund must stand on its own.

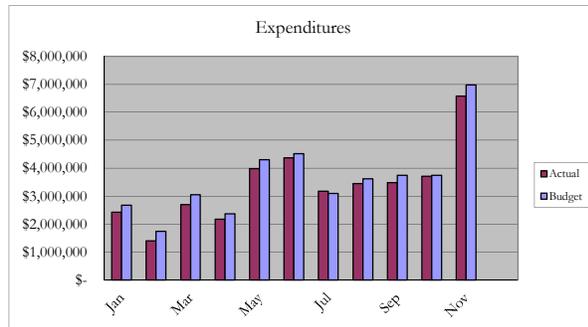
Total of All Funds - Revenues (excludes transfers and net debt proceeds):

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	2,367,267	2,855,604	(488,337)	2,331,585	35,682
Feb	2,242,536	2,678,574	(436,038)	2,203,708	38,828
Mar	3,815,732	3,803,177	12,555	3,664,491	151,241
Apr	3,553,870	2,939,628	616,242	3,665,962	(110,092)
May	3,704,969	3,676,067	28,902	4,883,263	(1,178,294)
Jun	4,451,333	3,702,562	748,771	3,465,664	985,669
Jul	5,539,602	4,575,263	964,339	3,997,281	1,542,321
Aug	3,446,855	3,306,131	140,724	2,920,242	526,613
Sep	3,513,022	3,176,813	336,209	2,770,757	742,265
Oct	2,925,339	2,670,152	255,187	2,893,792	31,547
Nov					
Dec					
YTD	38,012,241	36,000,180	2,012,061	35,266,207	2,746,034
			6%		8%
Full Year		40,460,500		37,807,055	



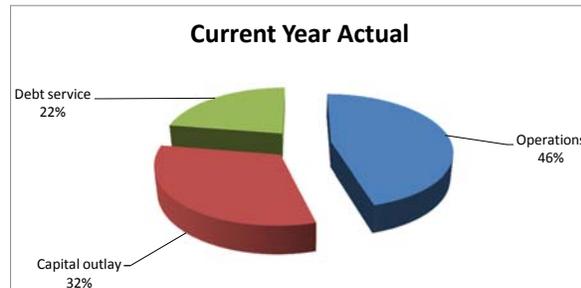
Total of All Funds - Expenditures (excludes transfers):

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	2,417,489	2,671,508	254,019	3,197,556	(780,067)
Feb	1,394,815	1,735,464	340,649	1,331,061	63,754
Mar	2,693,132	3,045,139	352,007	3,553,780	(860,648)
Apr	2,176,223	2,365,179	188,956	1,790,764	385,459
May	3,988,224	4,305,780	317,556	4,232,141	(243,917)
Jun	4,368,863	4,516,591	147,728	4,054,717	314,146
Jul	3,170,261	3,097,186	73,075	1,610,637	1,559,624
Aug	3,447,999	3,616,943	168,944	2,028,634	1,419,365
Sep	3,479,587	3,742,087	262,500	2,728,177	751,410
Oct	3,706,367	3,747,048	40,681	3,135,475	570,892
Nov				6,205,341	370,828
Dec					
YTD	37,419,329	39,820,837	2,401,508	33,868,483	3,550,846
			6%		10%
Full Year		65,259,900		38,159,675	



Expenditures by Type:

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Operations	17,087,273	19,524,141	2,436,868	15,622,905	1,464,368
Capital outlay	11,931,713	11,888,796	(42,917)	9,940,718	1,990,995
Debt service	8,400,338	8,407,900	7,562	8,304,861	95,477
Total	37,419,324	39,820,837	2,401,513	33,868,484	3,550,840



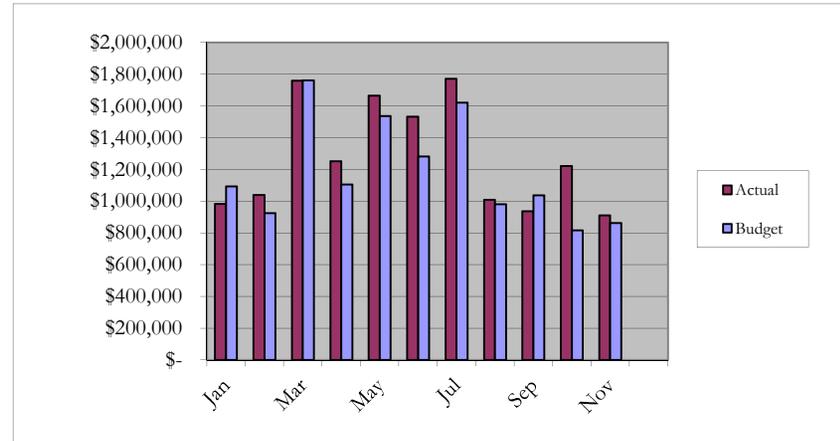
General Fund:

	2014 YTD Actual	2014 YTD Budget	Variance from Budget	2013 YTD Actual	Change from Prior Yr.	2014 Full Year Budget
Taxes	9,072,998	8,616,293	456,705	8,424,877	648,121	9,183,000
Intergovernmental	1,163,212	923,791	239,421	873,314	289,898	1,876,900
Fees and charges	1,812,504	1,791,650	20,854	1,764,595	47,909	1,907,500
Licenses and permits	1,438,208	1,122,917	315,291	1,252,856	185,352	1,225,000
Capital contributions	17,649	16,133	1,516	28,961	(11,312)	17,600
Investment income	131,387	55,000	76,387	47,924	83,463	60,000
Other income	453,297	504,167	(50,870)	558,316	(105,019)	550,000
<i>Total revenues</i>	14,089,255	13,029,951	1,059,304	12,950,843	1,138,412	14,820,000
Personnel expense	7,014,159	7,347,892	333,733	6,560,541	453,618	7,957,400
Operations/maintenance	4,092,658	4,813,142	720,484	3,748,984	343,674	5,431,300
Capital outlay	1,709,792	1,705,500	(4,292)	1,621,862	87,930	9,144,800
Debt service	1,804,794	1,806,900	2,106	1,774,701	30,093	1,810,600
Other expense	-	-	-	-	-	-
<i>Total expenditures</i>	14,621,403	15,673,434	1,052,031	13,706,088	915,315	24,344,100
<i>Revenues over (under) expenditures</i>	(532,148)	(2,643,483)	2,111,335	(755,245)	223,097	(9,524,100)
Transfers in	-	-	-	-	-	2,278,100
Transfers out	(225,562)	(219,000)	(6,562)	(2,812,861)	2,587,299	(235,000)
Debt proceeds, net	6,398,023	6,398,000	23	290,989	6,107,034	6,398,000
<i>Change in fund balance</i>	5,640,313	3,535,517	2,104,796	(3,277,117)	8,917,430	(1,083,000)

Beginning fund balance	7,903,287		12,878,202	7,903,287
Change per above	5,640,313		(3,277,117)	(1,083,000)
Change in TABOR reserve			(73,167)	-
Change in PIIF advance #1	-		64,000	64,000
Change in PIIF advance #2	-		400,000	200,000
Change in URA advance	(298,376)		(2,997,361)	(465,400)
Change in prepaids			(19,634)	-
Rounding	-		-	-
Ending fund balance	13,245,224		6,974,923	6,618,887

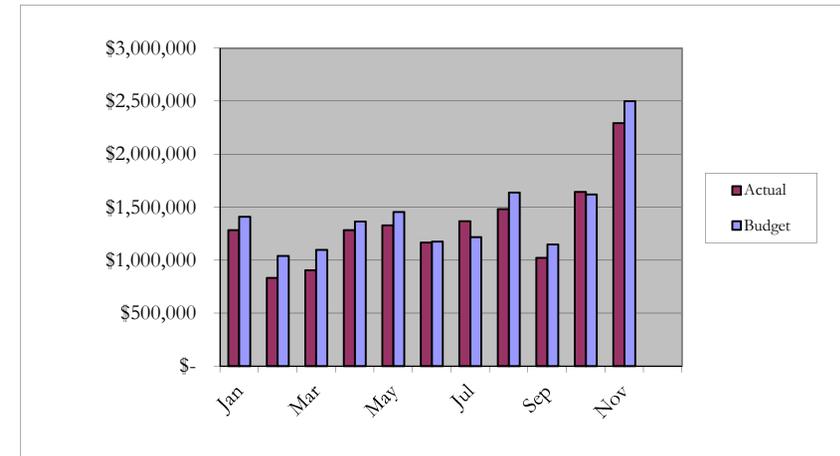
General Fund Revenues

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	982,985	1,094,303	(111,318)	1,013,176	(30,191)
Feb	1,040,761	926,126	114,635	862,777	177,984
Mar	1,760,634	1,762,215	(1,581)	1,709,536	51,098
Apr	1,252,848	1,105,497	147,351	1,299,123	(46,275)
May	1,665,124	1,537,402	127,722	1,621,961	43,163
Jun	1,533,906	1,281,988	251,918	1,256,575	277,331
Jul	1,772,956	1,621,215	151,741	1,553,460	219,496
Aug	1,009,772	981,205	28,567	823,408	186,364
Sep	936,564	1,038,575	(102,011)	1,078,345	(141,781)
Oct	1,222,842	817,149	405,693	939,805	283,037
Nov	910,863	864,277	46,586	792,677	118,186
Dec			-		-
YTD	14,089,255	13,029,952	1,059,303	12,950,843	1,138,412
			8%		9%
Full Year		14,820,000		13,920,104	



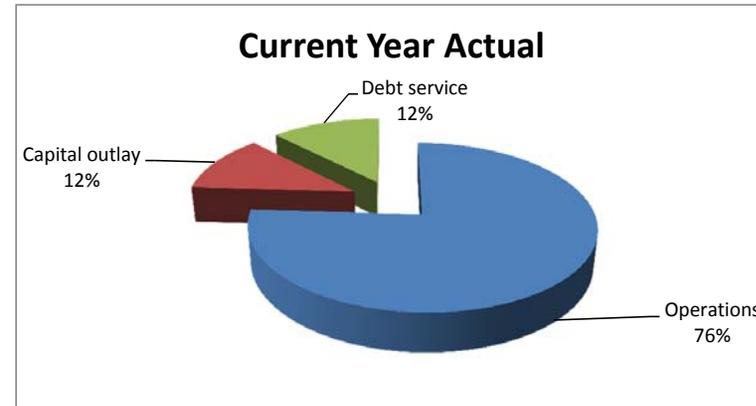
General Fund Expenditures

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	1,285,348	1,411,340	125,992	833,603	451,745
Feb	835,096	1,039,968	204,872	734,112	100,984
Mar	906,029	1,098,042	192,013	1,193,742	(287,713)
Apr	1,284,905	1,365,583	80,678	998,745	286,160
May	1,329,560	1,454,384	124,824	1,504,380	(174,820)
Jun	1,167,864	1,175,394	7,530	1,104,792	63,072
Jul	1,367,318	1,217,490	(149,828)	981,314	386,004
Aug	1,483,660	1,639,375	155,715	1,308,460	175,200
Sep	1,022,804	1,149,890	127,086	1,100,223	(77,419)
Oct	1,644,494	1,621,252	(23,242)	1,514,756	129,738
Nov	2,294,328	2,500,716	206,388	2,431,959	(137,631)
Dec			-		-
YTD	14,621,406	15,673,434	1,052,028	13,706,086	915,320
			7%		7%
Full Year		24,344,100		15,914,516	



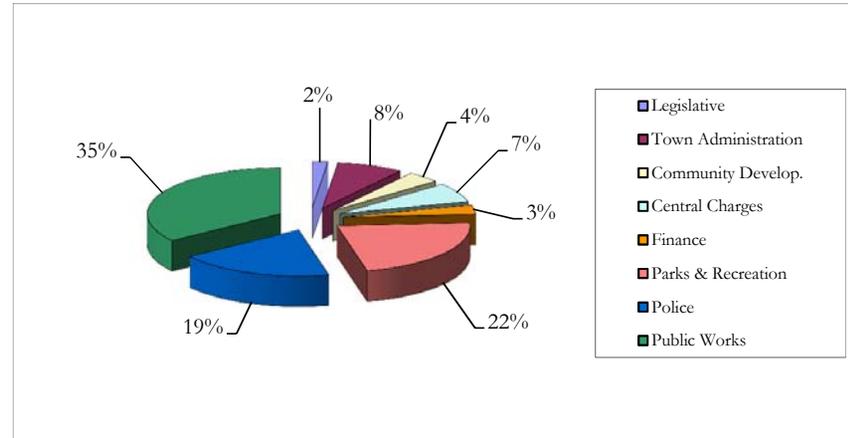
General Fund Expenditures by Type:

	<u>2014</u> <u>Actual</u>	<u>2014</u> <u>Budget</u>	<i>Budget</i> <i>Variance</i>	<u>2013</u> <u>Actual</u>	<i>Change</i>
Operations	11,106,817	12,161,034	1,054,217	10,309,525	797,292
Capital outlay	1,709,792	1,705,500	(4,292)	1,621,862	87,930
Debt service	1,804,794	1,806,900	2,106	1,774,701	30,093
Total	14,621,403	15,673,434	1,052,031	13,706,088	915,315



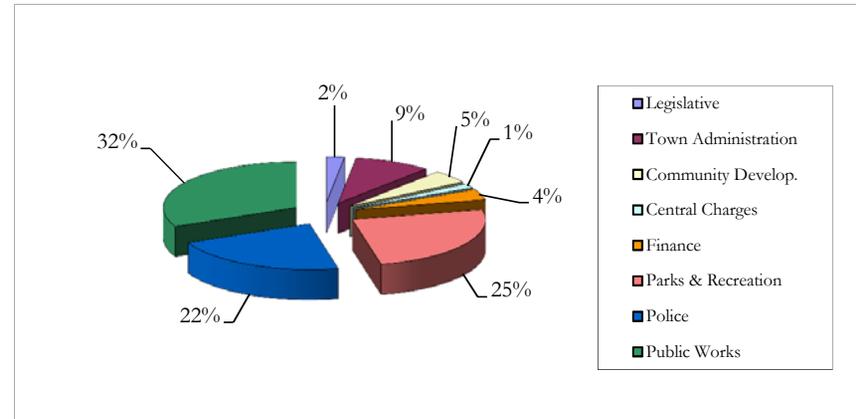
General Fund Expenditures by Department - Operating & Capital Outlay:

<u>By Department</u>	<u>2014</u> <u>Actual</u>	<u>2014</u> <u>Budget</u>	<i>Budget</i> <i>Variance</i>	<u>2013</u> <u>Actual</u>	<i>Change</i>
Legislative	241,143	260,093	18,950	170,702	70,441
Town Administration	1,035,340	1,235,904	200,564	987,146	48,194
Community Develop.	517,152	650,182	133,030	444,535	72,617
Central Charges	862,739	862,591	(148)	495,590	367,149
Finance	415,947	434,753	18,806	356,814	59,133
Parks & Recreation	2,869,103	3,057,653	188,550	2,877,924	(8,821)
Police	2,400,917	2,413,722	12,805	2,323,613	77,304
Public Works	4,474,268	4,951,636	477,368	4,275,061	199,207
YTD	12,816,609	13,866,534	1,049,925	11,931,385	885,224



General Fund Expenditures by Department - Operating:

By Department	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Legislative	241,143	260,093	18,950	170,702	70,441
Town Administration	1,035,340	1,235,904	200,564	987,146	48,194
Community Develop.	517,152	650,182	133,030	444,535	72,617
Central Charges	173,364	174,991	1,627	170,274	3,090
Finance	415,947	434,753	18,806	356,814	59,133
Parks & Recreation	2,786,393	2,977,553	191,160	2,700,499	85,894
Police	2,400,917	2,413,722	12,805	2,080,135	320,782
Public Works	3,536,561	4,013,836	477,275	3,399,415	137,146
YTD	<u>11,106,817</u>	<u>12,161,034</u>	<u>1,054,217</u>	<u>10,309,520</u>	<u>797,297</u>



General Fund Expenditures by Department - Capital Outlay:

By Department	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Legislative	-	-	-	-	-
Town Administration	-	-	-	-	-
Community Develop.	-	-	-	-	-
Central Charges	689,375	687,600	(1,775)	325,316	364,059
Finance	-	-	-	-	-
Parks & Recreation	82,710	80,100	(2,610)	177,425	(94,715)
Police	-	-	-	243,478	(243,478)
Public Works	937,707	937,800	93	875,646	62,061
YTD	<u>1,709,792</u>	<u>1,705,500</u>	<u>(4,292)</u>	<u>1,621,865</u>	<u>87,927</u>

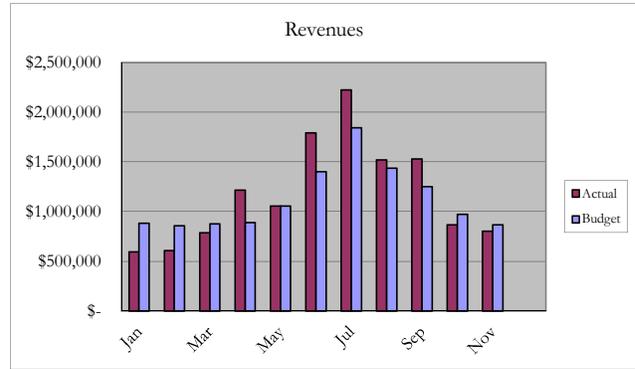
Water Fund:

	2014 YTD Actual	2014 YTD Budget	Variance from Budget	2013 YTD Actual	Change from Prior Yr.	2014 Full Year Budget
Taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	426,600
Fees and charges	6,196,733	6,123,148	73,585	6,061,044	135,689	6,475,700
Licenses and permits	-	-	-	-	-	-
Capital contributions	6,718,976	6,178,792	540,184	5,852,129	866,847	6,740,500
Investment income	47,714	3,942	43,772	42,842	4,872	4,300
Other income	28,816	25,025	3,791	335,741	(306,925)	27,300
<i>Total revenues</i>	12,992,239	12,330,907	661,332	12,291,756	700,483	13,674,400
Personnel expense	1,398,769	1,478,770	80,001	1,220,026	178,743	1,602,000
Operations/maintenance	1,703,394	2,277,300	573,906	1,358,308	345,086	2,481,000
Capital outlay	5,374,725	5,351,200	(23,525)	4,377,872	996,853	10,783,300
Debt service	4,317,159	4,319,800	2,641	4,234,227	82,932	4,444,800
Other expense	-	-	-	-	-	-
<i>Total expenditures</i>	12,794,047	13,427,070	633,023	11,190,433	1,603,614	19,311,100
<i>Revenues over (under) expenditures</i>	198,192	(1,096,163)	1,294,355	1,101,323	(903,131)	(5,636,700)
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Debt proceeds, net	-	-	-	-	-	-
<i>Change in working capital</i>	198,192	(1,096,163)	1,294,355	1,101,323	(903,131)	(5,636,700)

Beginning working capital	10,791,543			10,574,509		10,791,543
Change per above	198,192			1,101,323		(5,636,700)
Change in accrued interest						-
Change in debt service reserves						-
Refund of COI						-
Rounding						-
Ending working capital	10,989,735			11,675,832		5,154,843

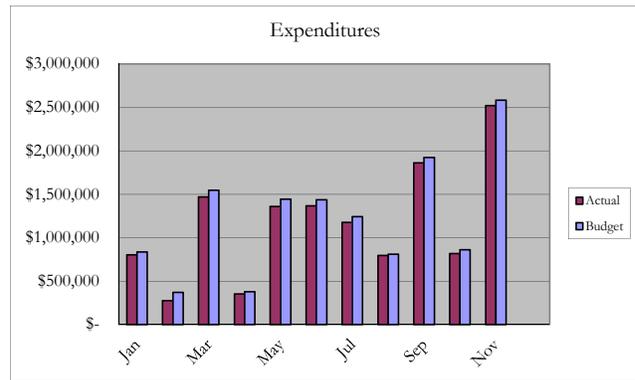
Water Fund Revenues:

Month	2014		Budget Variance	2013	
	Actual	Budget		Actual	Change
Jan	593,887	881,594	(287,707)	669,050	(75,163)
Feb	607,186	858,634	(251,448)	716,478	(109,292)
Mar	788,087	877,329	(89,242)	854,748	(66,661)
Apr	1,214,146	888,019	326,127	1,301,159	(87,013)
May	1,055,722	1,055,179	543	2,003,485	(947,763)
Jun	1,790,626	1,400,646	389,980	1,159,363	631,263
Jul	2,223,120	1,842,116	381,004	1,543,104	680,016
Aug	1,520,700	1,436,748	83,952	1,293,482	227,218
Sep	1,528,845	1,250,847	277,998	938,766	590,079
Oct	866,722	971,799	(105,077)	1,109,763	(243,041)
Nov	803,198	867,996	(64,798)	702,359	100,839
Dec	-	-	-	-	-
YTD	12,992,239	12,330,907	661,332	12,291,757	700,482
			5%		6%
Full Year		13,674,400		12,770,441	



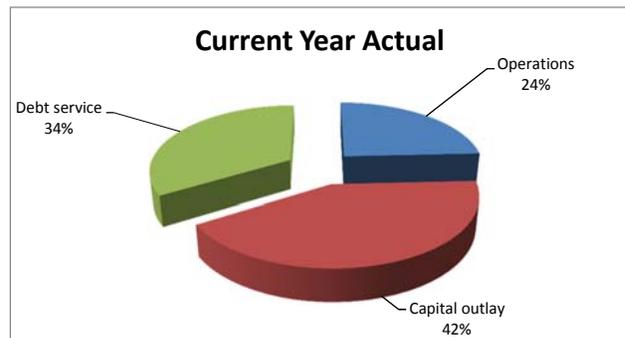
Water Fund Expenditures:

Month	2014		Budget Variance	2013	
	Actual	Budget		Actual	Change
Jan	803,850	834,446	30,596	239,587	564,263
Feb	274,232	368,131	93,899	363,102	(88,870)
Mar	1,469,987	1,545,731	75,744	1,091,792	378,195
Apr	350,485	378,931	28,446	201,845	148,640
May	1,357,561	1,441,831	84,270	1,230,101	127,460
Jun	1,365,919	1,436,130	70,211	2,669,825	(1,303,906)
Jul	1,176,078	1,242,631	66,553	212,630	963,448
Aug	795,960	808,746	12,786	364,630	431,330
Sep	1,860,998	1,924,731	63,733	1,351,096	509,902
Oct	818,638	862,531	43,893	1,146,997	(328,359)
Nov	2,520,341	2,583,251	62,890	2,318,828	201,513
Dec	-	-	-	-	-
YTD	12,794,049	13,427,070	633,021	11,190,433	1,603,616
			5%		14%
Full Year		19,311,100		12,546,884	



Water Fund Expenditures by Type:

	2014		Budget Variance	2013	
	Actual	Budget		Actual	Change
Operations	3,102,163	3,756,070	653,907	2,578,334	523,829
Capital outlay	5,374,725	5,351,200	(23,525)	4,377,872	996,853
Debt service	4,317,159	4,319,800	2,641	4,234,227	82,932
Total	12,794,047	13,427,070	633,023	11,190,433	1,603,614



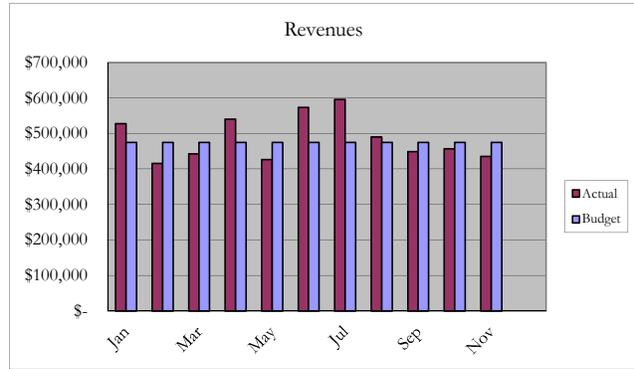
Wastewater Fund:

	2014 YTD Actual	2014 YTD Budget	Variance from Budget	2013 YTD Actual	Change from Prior Yr.	2014 Full Year Budget
Taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Fees and charges	3,919,852	3,872,917	46,935	3,795,795	124,057	4,225,000
Licenses and permits	-	-	-	-	-	-
Capital contributions	1,176,616	1,200,742	(24,126)	1,051,050	125,566	1,309,900
Investment income	51,042	8,433	42,609	31,207	19,835	9,200
Other income	204,369	138,233	66,136	219,599	(15,230)	150,800
<i>Total revenues</i>	5,351,879	5,220,325	131,554	5,097,651	254,228	5,694,900
Personnel expense	1,240,448	1,313,446	72,998	1,083,539	156,909	1,422,900
Operations/maintenance	893,226	1,285,900	392,674	722,865	170,361	1,402,800
Capital outlay	138,367	138,200	(167)	144,488	(6,121)	2,435,100
Debt service	1,531,479	1,534,600	3,121	1,529,933	1,546	1,534,600
Other expense	-	-	-	-	-	-
<i>Total expenditures</i>	3,803,520	4,272,146	468,626	3,480,825	322,695	6,795,400
<i>Revenues over (under) expenditures</i>	1,548,359	948,179	600,180	1,616,826	(68,467)	(1,100,500)
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Debt proceeds, net	-	-	-	-	-	-
<i>Change in working capital</i>	1,548,359	948,179	600,180	1,616,826	(68,467)	(1,100,500)

Beginning working capital	8,702,544		7,000,664	8,702,544
Change per above	1,548,359		1,616,826	(1,100,500)
Change in accrued interest				-
Change in restricted funds				-
Rounding				-
Ending working capital	<u>10,250,903</u>		<u>8,617,490</u>	<u>7,602,044</u>

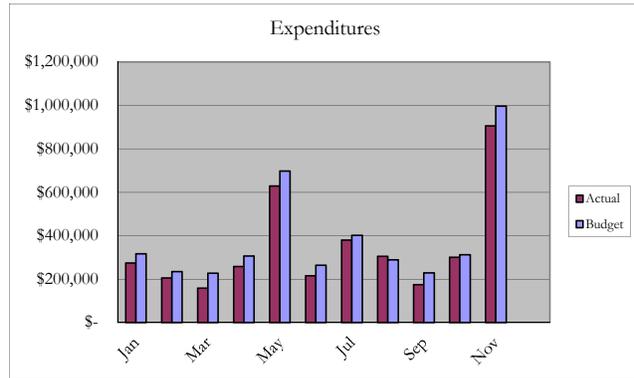
Wastewater Fund Revenues:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	527,778	474,575	53,203	405,903	121,875
Feb	415,248	474,575	(59,327)	418,765	(3,517)
Mar	442,266	474,575	(32,309)	450,574	(8,308)
Apr	540,197	474,575	65,622	538,211	1,986
May	426,672	474,575	(47,903)	693,892	(267,220)
Jun	573,014	474,575	98,439	416,313	156,701
Jul	595,804	474,575	121,229	420,753	175,051
Aug	490,347	474,575	15,772	445,478	44,869
Sep	448,510	474,575	(26,065)	417,611	30,899
Oct	456,958	474,575	(17,617)	471,028	(14,070)
Nov	435,085	474,575	(39,490)	419,123	15,962
Dec	-	-	-	-	-
YTD	5,351,879	5,220,325	131,554	5,097,651	254,228
			3%		5%
Full Year		5,694,900		5,477,580	



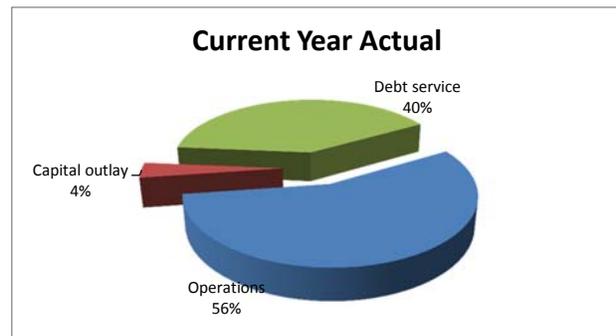
Wastewater Fund Expenditures:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	273,560	316,881	43,321	182,637	90,923
Feb	204,767	233,854	29,087	127,859	76,908
Mar	158,346	226,653	68,307	205,426	(47,080)
Apr	258,149	306,754	48,605	246,059	12,090
May	629,323	698,054	68,731	641,671	(12,348)
Jun	214,956	263,654	48,698	145,447	69,509
Jul	578,979	400,854	21,875	333,430	45,549
Aug	304,525	288,481	(16,044)	252,016	52,509
Sep	175,032	229,253	54,221	151,170	23,862
Oct	300,282	311,654	11,372	230,585	69,697
Nov	905,601	996,054	90,453	964,526	(58,925)
Dec	-	-	-	-	-
YTD	3,803,520	4,272,146	468,626	3,480,826	322,694
			11%		9%
Full Year		6,795,400		3,746,454	



Wastewater Fund Expenditures by Type:

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Operations	2,133,674	2,599,346	465,672	1,806,404	327,270
Capital outlay	138,367	138,200	(167)	144,488	(6,121)
Debt service	1,531,479	1,534,600	3,121	1,529,933	1,546
Total	3,803,520	4,272,146	468,626	3,480,825	322,695



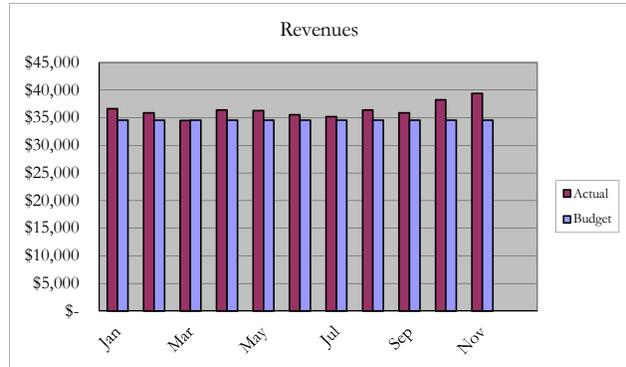
Storm Drainage Operating Fund:

	2014 YTD Actual	2014 YTD Budget	Variance from Budget	2013 YTD Actual	Change from Prior Yr.	2014 Full Year Budget
Taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Fees and charges	389,098	379,500	9,598	376,972	12,126	414,000
Licenses and permits	-	-	-	-	-	-
Capital contributions	2,600	-	2,600	-	2,600	-
Investment income	5,099	733	4,366	3,878	1,221	800
Other income	3,480	-	3,480	1,320	2,160	-
Total revenues	400,277	380,233	20,044	382,170	18,107	414,800
Personnel expense	88,846	113,723	24,877	102,490	(13,644)	123,200
Operations/maintenance	62,887	155,191	92,304	88,893	(26,006)	169,300
Capital outlay	823,476	823,500	24	84,426	739,050	1,490,900
Debt service	18,223	18,300	77	18,223	-	18,300
Other expense	-	-	-	-	-	-
Total expenditures	993,432	1,110,714	117,282	294,032	699,400	1,801,700
Revenues over (under) expenditures	(593,155)	(730,481)	137,326	88,138	(681,293)	(1,386,900)
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Debt proceeds, net	-	-	-	-	-	-
Change in working capital	(593,155)	(730,481)	137,326	88,138	(681,293)	(1,386,900)

Beginning working capital	1,549,315		1,452,553	1,549,315
Change per above	(593,155)		88,138	(1,386,900)
Change in accrued interest				-
Rounding				-
Ending working capital	<u>956,160</u>		<u>1,540,691</u>	<u>162,415</u>

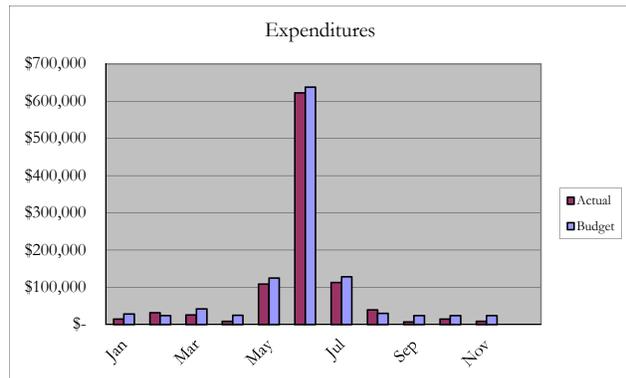
Storm Drainage Operating Fund Revenues:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	36,603	34,567	2,036	33,753	2,850
Feb	35,900	34,567	1,333	34,172	1,728
Mar	34,513	34,566	(53)	34,959	(446)
Apr	36,379	34,567	1,812	34,731	1,648
May	36,276	34,567	1,709	33,677	2,599
Jun	35,506	34,566	940	33,830	1,676
Jul	35,185	34,567	618	35,218	(33)
Aug	36,406	34,567	1,839	34,126	2,280
Sep	35,901	34,566	1,335	36,079	(178)
Oct	38,248	34,567	3,681	35,412	2,836
Nov	39,560	34,567	4,993	36,213	3,147
Dec	-	-	-	-	-
YTD	400,277	380,234	20,043	382,170	18,107
			5%		5%
Full Year		414,800		427,824	



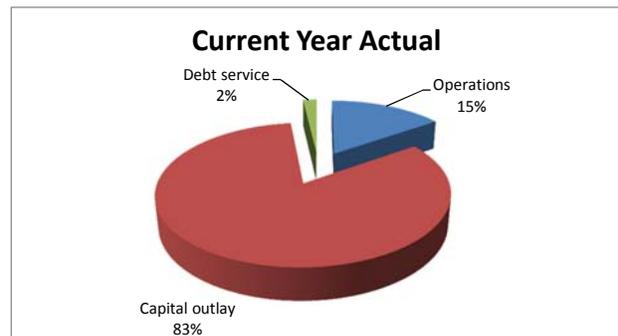
Storm Drainage Operating Fund Expenditures:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	14,509	28,323	13,814	14,729	(220)
Feb	31,829	23,585	(8,244)	12,245	19,584
Mar	25,612	42,186	16,574	60,681	(35,069)
Apr	8,319	24,485	16,166	81,022	(72,703)
May	108,521	124,585	16,064	39,954	68,567
Jun	622,768	637,486	14,718	23,562	599,206
Jul	113,169	128,385	15,216	8,691	104,478
Aug	39,179	30,023	(9,156)	12,071	27,108
Sep	6,507	23,586	17,079	10,063	(3,556)
Oct	14,550	24,285	9,735	22,727	(8,177)
Nov	8,470	23,785	15,315	8,288	182
Dec	-	-	-	-	-
YTD	993,433	1,110,714	117,281	294,033	699,400
			11%		238%
Full Year		1,801,700		331,235	



Storm Drainage Operating Fund Expenditures by Type:

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Operations	151,733	268,914	117,181	191,383	(39,650)
Capital outlay	823,476	823,500	24	84,426	739,050
Debt service	18,223	18,300	77	18,223	-
Total	993,432	1,110,714	117,282	294,032	699,400



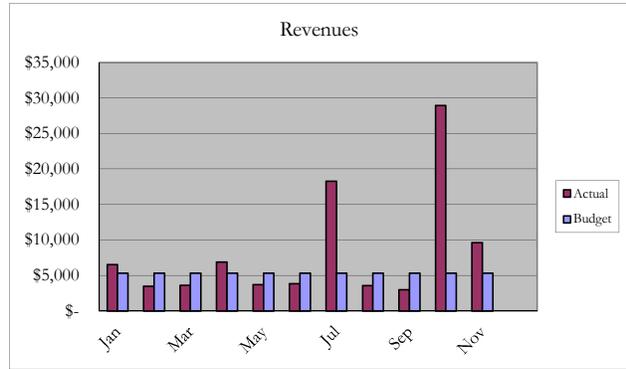
Airport Fund:

	2014 YTD Actual	2014 YTD Budget	Variance from Budget	2013 YTD Actual	Change from Prior Yr.	2014 Full Year Budget
Taxes	-	-	-	-	-	-
Intergovernmental	28,994	-	28,994	136,342	(107,348)	444,900
Fees and charges	5,200	7,517	(2,317)	7,530	(2,330)	8,200
Licenses and permits	-	-	-	-	-	-
Capital contributions	-	-	-	-	-	-
Investment income	279	-	279	105	174	-
Other income	57,076	50,967	6,109	38,610	18,466	55,600
<i>Total revenues</i>	91,549	58,484	33,065	182,587	(91,038)	508,700
Personnel expense	2,667	3,416	749	3,299	(632)	3,700
Operations/maintenance	28,241	36,391	8,150	80,067	(51,826)	39,700
Capital outlay	42,386	33,700	(8,686)	125,082	(82,696)	463,400
Debt service	-	-	-	-	-	-
Other expense	-	-	-	-	-	-
<i>Total expenditures</i>	73,294	73,507	213	208,448	(135,154)	506,800
<i>Revenues over (under) expenditures</i>	18,255	(15,023)	33,278	(25,861)	44,116	1,900
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Debt proceeds, net	-	-	-	-	-	-
<i>Change in working capital</i>	18,255	(15,023)	33,278	(25,861)	44,116	1,900

Beginning working capital	41,715		156,874	41,715
Change per above	18,255		(25,861)	1,900
Rounding				-
Ending working capital	<u>59,970</u>		<u>131,013</u>	<u>43,615</u>

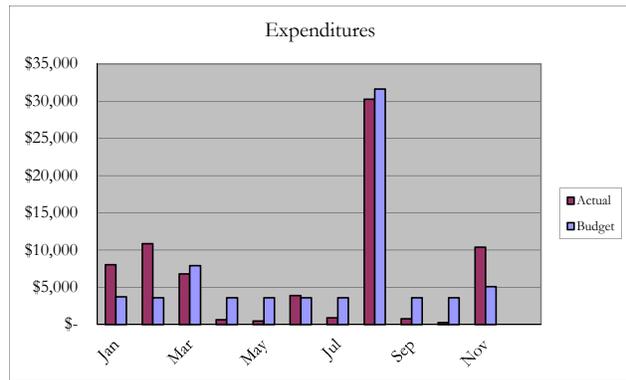
Airport Fund Revenues:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	6,532	5,317	1,215	3,494	3,038
Feb	3,512	5,317	(1,805)	3,215	297
Mar	3,608	5,316	(1,708)	6,507	(2,899)
Apr	6,910	5,317	1,593	10,692	(3,782)
May	3,730	5,317	(1,587)	819	2,911
Jun	3,837	5,316	(1,479)	3,368	469
Jul	18,251	5,317	12,934	3,047	15,204
Aug	3,567	5,317	(1,750)	3,005	562
Sep	3,011	5,316	(2,305)	3,126	(115)
Oct	28,948	5,317	23,631	3,820	25,128
Nov	9,643	5,317	4,326	141,494	(131,851)
Dec	-	-	-	-	-
YTD	91,549	58,484	33,065	182,587	(91,038)
			57%		-50%
Full Year		508,700		476,995	



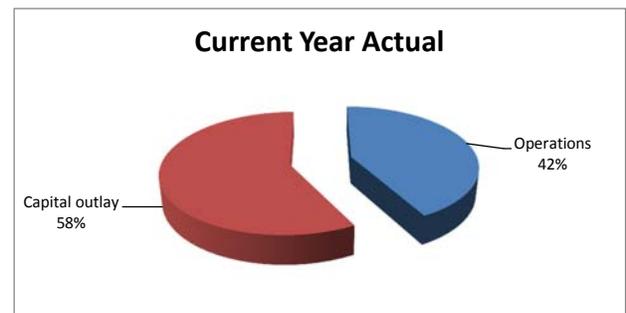
Airport Fund Expenditures:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	8,048	3,735	(4,313)	5,584	2,464
Feb	10,844	3,593	(7,251)	9,629	1,215
Mar	6,804	7,893	1,089	4,437	2,367
Apr	649	3,593	2,944	403	246
May	485	3,593	3,108	9,528	(9,043)
Jun	3,871	3,593	(278)	4,076	(205)
Jul	906	3,593	2,687	1,844	(938)
Aug	30,277	31,635	1,358	18,932	11,345
Sep	769	3,593	2,824	15,822	(15,053)
Oct	264	3,593	3,329	124,084	(123,820)
Nov	10,377	5,093	(5,284)	14,108	(3,731)
Dec	-	-	-	-	-
YTD	73,294	73,507	213	208,447	(135,153)
			0%		-65%
Full Year		506,800		592,154	



Airport Fund Expenditures by Type:

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Operations	30,908	39,807	8,899	83,366	(52,458)
Capital outlay	42,386	33,700	(8,686)	125,082	(82,696)
Total	73,294	73,507	213	208,448	(135,154)



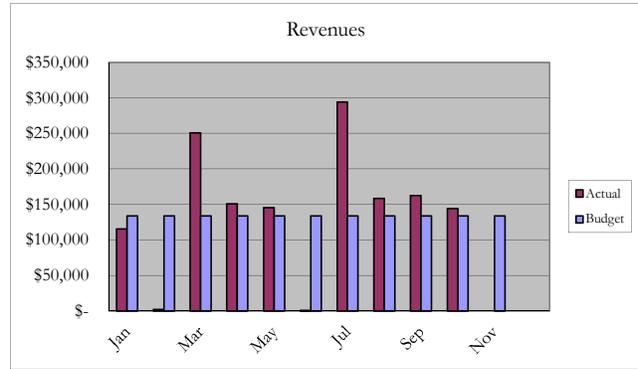
Solid Waste/Streets Fund:

	2014 YTD Actual	2014 YTD Budget	Variance from Budget	2013 YTD Actual	Change from Prior Yr.	2014 Full Year Budget
Taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Fees and charges	1,414,973	1,466,667	(51,694)	1,347,680	67,293	1,600,000
Licenses and permits	-	-	-	-	-	-
Capital contributions	-	-	-	-	-	-
Investment income	11,075	4,583	6,492	-	11,075	5,000
Other income	-	-	-	-	-	-
Total revenues	1,426,048	1,471,250	(45,202)	1,347,680	78,368	1,605,000
Personnel expense	-	-	-	-	-	-
Operations/maintenance	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-
Debt service	-	-	-	-	-	-
Other expense	-	-	-	-	-	-
Total expenditures	-	-	-	-	-	-
Revenues over (under) expenditures	1,426,048	1,471,250	(45,202)	1,347,680	78,368	1,605,000
Transfers in	-	-	-	2,796,543	(2,796,543)	-
Transfers out	-	-	-	-	-	(2,269,400)
Debt proceeds, net	-	-	-	-	-	-
Change in fund balance	1,426,048	1,471,250	(45,202)	4,144,223	(2,718,175)	(664,400)

Beginning fund balance	2,170,175	-	2,170,175
Change per above	1,426,048	4,144,223	(664,400)
Rounding	-	-	-
Ending fund balance	3,596,223	4,144,223	1,505,775

Solid Waste/Streets Fund Revenues:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	115,708	133,750	(18,042)	80,092	35,616
Feb	2,184	133,750	(131,566)	-	2,184
Mar	250,598	133,750	116,848	93,658	156,940
Apr	151,080	133,750	17,330	71,453	79,627
May	145,727	133,750	11,977	93,195	52,532
Jun	733	133,750	(133,017)	295,503	(294,770)
Jul	294,297	133,750	160,547	132,562	161,735
Aug	158,542	133,750	24,792	128,875	29,667
Sep	162,777	133,750	29,027	137,489	25,288
Oct	144,402	133,750	10,652	133,225	11,177
Nov	-	133,750	(133,750)	181,628	(181,628)
Dec	-	-	-	-	-
YTD	1,426,048	1,471,250	(45,202)	1,347,680	78,368
			-3%		6%
Full Year		1,605,000		1,534,280	



Solid Waste/Streets Fund Expenditures:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	-	-	-	-	-
Feb	-	-	-	-	-
Mar	-	-	-	-	-
Apr	-	-	-	-	-
May	-	-	-	-	-
Jun	-	-	-	-	-
Jul	-	-	-	-	-
Aug	-	-	-	-	-
Sep	-	-	-	-	-
Oct	-	-	-	-	-
Nov	-	-	-	-	-
Dec	-	-	-	-	-
YTD	-	-	-	-	-
			na		na
Full Year		-		-	

Expenditures by Type:

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Operations	-	-	-	-	-
Capital outlay	-	-	-	-	-
Total	-	-	-	-	-

Impact Fee & Special Revenue Funds ⁽¹⁾:

	2014 YTD Actual	2014 YTD Budget	Variance from Budget	2013 YTD Actual	Change from Prior Yr.	2014 Full Year Budget
Taxes	960,088	962,528	(2,440)	930,836	29,252	964,700
Intergovernmental	126,386	165,000	(38,614)	135,580	(9,194)	180,000
Fees and charges	6,800	6,233	567	2,600	4,200	6,800
Licenses and permits	-	-	-	-	-	-
Capital contributions	2,218,564	2,096,417	122,147	1,830,783	387,781	2,287,000
Investment income	59,737	8,158	51,579	41,106	18,631	8,900
Other income	215,879	197,358	18,521	-	215,879	215,300
Total revenues	3,587,454	3,435,694	151,760	2,940,905	646,549	3,662,700
Personnel expense	122,811	126,370	3,559	116,870	5,941	136,900
Operations/maintenance	90,610	97,350	6,740	138,735	(48,125)	106,200
Capital outlay	3,842,967	3,836,700	(6,267)	1,669,283	2,173,684	11,008,900
Debt service	-	-	-	-	-	-
Other expense	-	-	-	-	-	-
Total expenditures	4,056,388	4,060,420	4,032	1,924,888	2,131,500	11,252,000
Revenues over (under) expenditures	(468,934)	(624,726)	155,792	1,016,017	(1,484,951)	(7,589,300)
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	(8,700)
Debt proceeds, net	-	-	-	-	-	-
Change in fund balance	(468,934)	(624,726)	155,792	1,016,017	(1,484,951)	(7,598,000)

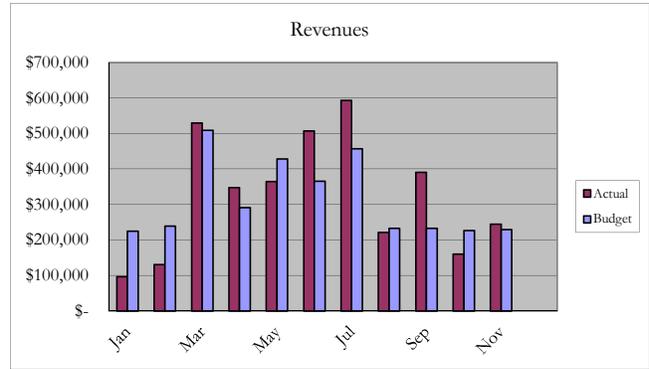
Beginning fund balance	15,330,385		14,096,716	15,330,385
Change per above	(468,934)		1,016,017	(7,598,000)
Rounding	-		-	-
Ending fund balance	14,861,451		15,112,733	7,732,385

¹ Funds included are Transportation Impact, Conservation Trust, Public Facilities Impact, Parks Improvement Impact, Storm Drainage Impact, Tree Impact, Cemetery, Forfeiture & Seizure, and Trails & Natural Areas.

Summary of fund balances:	Current	Prior Year
Impact funds	11,712,537	10,990,429
Conservation Trust	378,439	415,792
Cemetery	151,212	17,987
Forfeiture & Seizures	6,184	6,161
Trails & Natural Areas	2,613,081	3,900,017
Total	14,861,453	15,330,386

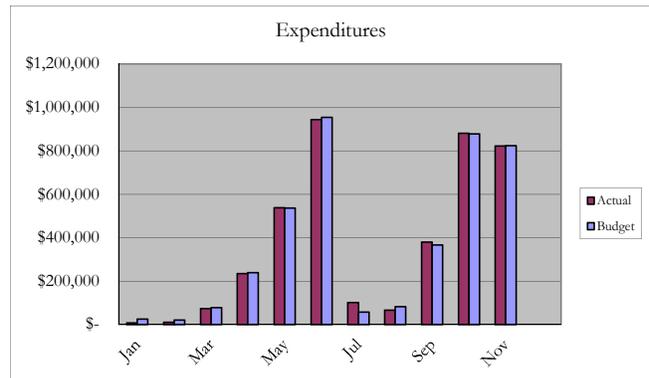
Impact Fee & Special Revenue Fund Revenues:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	97,111	224,831	(127,720)	119,844	(22,733)
Feb	131,082	238,938	(107,856)	161,362	(30,280)
Mar	529,363	508,760	20,603	507,992	21,371
Apr	347,647	291,236	56,411	404,076	(56,429)
May	364,903	428,610	(63,707)	429,917	(65,014)
Jun	507,048	365,055	141,993	293,903	213,145
Jul	593,382	457,056	136,326	302,547	290,835
Aug	220,810	233,302	(12,492)	185,205	35,605
Sep	390,716	232,518	158,198	152,678	238,038
Oct	160,522	226,328	(65,806)	194,076	(33,554)
Nov	244,870	229,060	15,810	189,305	55,565
Dec	-	-	-	-	-
YTD	3,587,454	3,435,694	151,760	2,940,905	646,549
			4%		22%
Full Year		3,662,700		3,120,552	



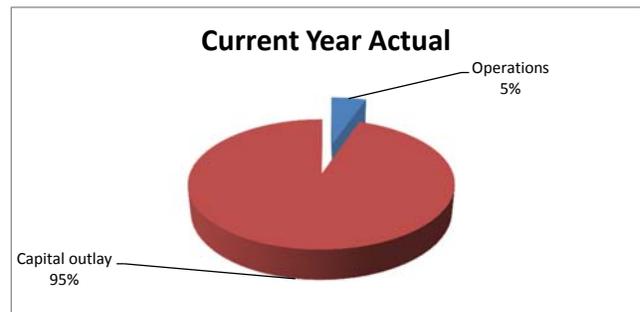
Impact Fee & Special Revenue Expenditures:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	7,056	24,446	17,390	(2,248)	9,304
Feb	10,135	19,781	9,646	47,914	(37,779)
Mar	73,648	78,081	4,433	954,458	(880,810)
Apr	234,492	239,281	4,789	236,295	(1,803)
May	538,003	536,781	(1,222)	90,477	447,526
Jun	944,218	953,780	9,562	56,578	887,640
Jul	100,443	57,681	(42,762)	40,536	59,907
Aug	65,568	82,546	16,978	36,037	29,531
Sep	380,230	365,781	(14,449)	57,356	322,874
Oct	880,935	878,481	(2,454)	39,950	840,985
Nov	821,659	823,781	2,122	367,536	454,123
Dec	-	-	-	-	-
YTD	4,056,387	4,060,420	4,033	1,924,889	2,131,498
			0%		111%
Full Year		#####		1,878,183	



Expenditures by Type:

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Operations	213,421	223,720	10,299	255,605	(42,184)
Capital outlay	3,842,967	3,836,700	(6,267)	1,669,283	1,669,283
Total	4,056,388	4,060,420	4,032	1,924,888	1,627,099



Impact Fund Summary - Current Year Activity:

	<u>Transportation</u>	<u>Public Facilities</u>	<u>Parks Improvement</u>	<u>Tree</u>	<u>Storm Drainage</u>	<u>Total Impact Funds</u>
<u>Revenues:</u>						
Impact fees & related	\$ 542,561	\$ 544,888	\$ 672,285	\$ 81,000	\$ 377,831	\$ 2,218,565
Other revenues	14,491	10,445	1,631	947	15,277	42,791
Transfers in	-	-	-	-	-	-
Total revenues	<u>557,052</u>	<u>555,333</u>	<u>673,916</u>	<u>81,947</u>	<u>393,108</u>	<u>2,261,356</u>
<u>Expenditures:</u>						
Operating	-	-	-	60,782	-	60,782
Capital	1,197,095	148,516	2,570	-	130,285	1,478,466
Transfers out	-	-	-	-	-	-
Total expenditures	<u>1,197,095</u>	<u>148,516</u>	<u>2,570</u>	<u>60,782</u>	<u>130,285</u>	<u>1,539,248</u>
Revenues less expenditures	(640,043)	406,817	671,346	21,165	262,823	722,108
Beginning fund balance	<u>3,956,559</u>	<u>2,593,439</u>	<u>205,622</u>	<u>229,215</u>	<u>4,005,594</u>	<u>10,990,429</u>
Ending fund balance	<u><u>\$ 3,316,516</u></u>	<u><u>\$ 3,000,256</u></u>	<u><u>\$ 876,968</u></u>	<u><u>\$ 250,380</u></u>	<u><u>\$ 4,268,417</u></u>	<u><u>\$ 11,712,537</u></u>

Special Revenue Fund Summary - Current Year Activity:

	<u>Trails & Natural Areas</u>	<u>Conservation Trust</u>	<u>Cemetery</u>	<u>Forfeiture & Seizures</u>	<u>Total Special Revenue Funds</u>
<u>Revenues:</u>					
Property taxes	\$ 960,088	\$ -	\$ -	\$ -	\$ 960,088
Other revenues	15,253	127,950	222,785	23	366,011
Transfers in	-	-	-	-	-
Total revenues	<u>975,341</u>	<u>127,950</u>	<u>222,785</u>	<u>23</u>	<u>1,326,099</u>
<u>Expenditures:</u>					
Operating	29,828	122,811	-	-	152,639
Capital	2,232,449	42,492	89,560	-	2,364,501
Transfers out	-	-	-	-	-
Total expenditures	<u>2,262,277</u>	<u>165,303</u>	<u>89,560</u>	<u>-</u>	<u>2,517,140</u>
Revenues less expenditures	(1,286,936)	(37,353)	133,225	23	(1,191,041)
Beginning fund balance	<u>3,900,017</u>	<u>415,792</u>	<u>17,987</u>	<u>6,161</u>	<u>4,339,957</u>
Ending fund balance	<u><u>\$ 2,613,081</u></u>	<u><u>\$ 378,439</u></u>	<u><u>\$ 151,212</u></u>	<u><u>\$ 6,184</u></u>	<u><u>\$ 3,148,916</u></u>

Urban Renewal Authority:

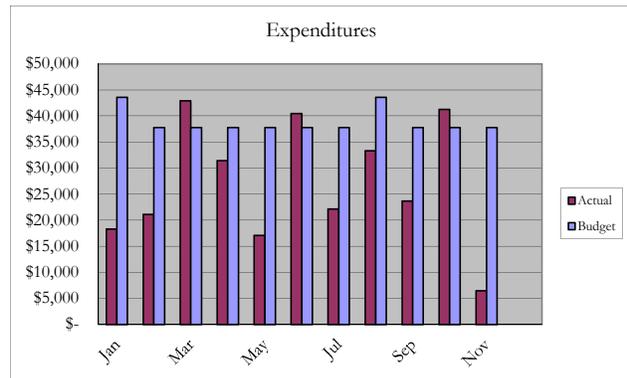
	2014 YTD Actual	2014 YTD Budget	Variance from Budget	2013 YTD Actual	Change from Prior Yr.	2014 Full Year Budget
Taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Fees and charges	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-
Capital contributions	-	-	-	-	-	-
Investment income	-	-	-	-	-	-
Other income	-	-	-	-	-	-
<i>Total revenues</i>	-	-	-	-	-	-
Personnel expense	132,872	138,830	5,958	118,513	14,359	150,400
Operations/maintenance	165,504	288,750	123,246	235,018	(69,514)	315,000
Capital outlay	-	-	-	1,917,705	(1,917,705)	-
Debt service	-	-	-	695,000	(695,000)	-
Other expense	-	-	-	-	-	-
<i>Total expenditures</i>	298,376	427,580	129,204	2,966,236	(2,667,860)	465,400
<i>Revenues over (under) expenditures</i>	(298,376)	(427,580)	129,204	(2,966,236)	2,667,860	(465,400)
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Debt proceeds, net	-	-	-	-	-	-
<i>Change in fund balance</i>	(298,376)	(427,580)	129,204	(2,966,236)	2,667,860	(465,400)
Beginning fund balance	(4,065,293)			(1,023,600)		(4,065,293)
Change per above	<u>(298,376)</u>			<u>(2,966,236)</u>		<u>(465,400)</u>
Ending fund balance	<u><u>(4,363,669)</u></u>			<u><u>(3,989,836)</u></u>		<u><u>(4,530,693)</u></u>

Urban Renewal Authority Revenues:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	-	-	-	-	-
Feb	-	-	-	-	-
Mar	-	-	-	-	-
Apr	-	-	-	-	-
May	-	-	-	-	-
Jun	-	-	-	-	-
Jul	-	-	-	-	-
Aug	-	-	-	-	-
Sep	-	-	-	-	-
Oct	-	-	-	-	-
Nov	-	-	-	-	-
Dec	-	-	-	-	-
YTD	-	-	na	-	na
Full Year	-	-	-	-	-

Urban Renewal Authority Expenditures:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	18,291	43,604	25,313	1,915,154	(1,896,863)
Feb	21,135	37,819	16,684	24,355	(3,220)
Mar	42,930	37,819	(5,111)	35,263	7,667
Apr	31,470	37,819	6,349	18,914	12,556
May	17,079	37,819	20,740	708,048	(690,969)
Jun	40,518	37,820	(2,698)	41,155	(637)
Jul	22,157	37,819	15,662	22,757	(600)
Aug	33,318	43,604	10,286	26,499	6,819
Sep	23,711	37,819	14,108	52,833	(9,122)
Oct	41,290	37,819	(3,471)	48,830	(7,540)
Nov	6,477	37,819	31,342	92,427	(85,950)
Dec	-	-	-	-	-
YTD	298,376	427,580	129,204	2,966,235	(2,667,859)
Full Year	-	465,400	-	3,041,693	-



Expenditures by Type:

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Operations	298,376	427,580	129,204	353,531	(55,155)
Capital outlay	-	-	-	1,917,705	(1,917,705)
Debt service	-	-	-	695,000	(695,000)
Total	298,376	427,580	129,204	2,966,236	(2,667,860)

Erie Housing Authority:

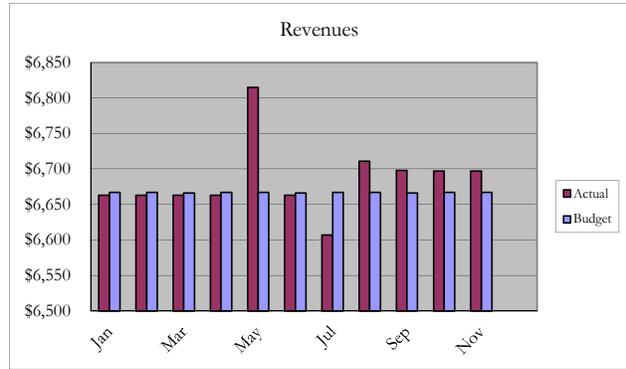
	2014 YTD Actual	2014 YTD Budget ⁽¹⁾	Variance from Budget	2013 YTD Actual	Change from Prior Yr.	2014 Full Year Budget ⁽¹⁾
Taxes	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Fees and charges	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-
Capital contributions	-	-	-	-	-	-
Investment income	15	-	15	2	13	-
Other income	73,525	73,333	192	72,614	911	80,000
Total revenues	73,540	73,333	207	72,616	924	80,000
Personnel expense	-	-	-	-	-	-
Operations/maintenance	50,181	47,667	(2,514)	44,757	5,424	52,000
Capital outlay	-	-	-	-	-	-
Debt service	728,683	728,300	(383)	52,777	675,906	731,400
Other expense	-	-	-	-	-	-
Total expenditures	778,864	775,967	(2,897)	97,534	681,330	783,400
Revenues over (under) expenditures	(705,324)	(702,634)	(2,690)	(24,918)	(680,406)	(703,400)
Transfers in	225,562	219,000	6,562	16,318	209,244	235,000
Transfers out	-	-	-	-	-	-
Debt proceeds, net	684,982	685,000	(18)	-	684,982	685,000
Change in fund balance	205,220	201,366	3,854	(8,600)	213,820	216,600

(1) Budget was not presented to the Board for formal approval. Represents staff-developed operating budget.

Beginning working capital	(33,553)	(25,788)	(33,553)
Change per above	205,220	(8,600)	216,600
Change in acc. int. pay.		3,374	-
Rounding		1	-
Ending working capital	171,667	(31,013)	183,047

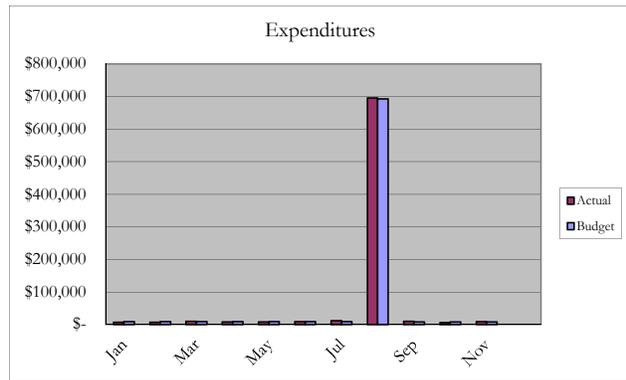
Erie Housing Authority Revenues:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	6,663	6,667	(4)	6,273	390
Feb	6,663	6,667	(4)	6,939	(276)
Mar	6,663	6,666	(3)	6,517	146
Apr	6,663	6,667	(4)	6,517	146
May	6,815	6,667	148	6,317	498
Jun	6,663	6,666	(3)	6,809	(146)
Jul	6,607	6,667	(60)	6,590	17
Aug	6,711	6,667	44	6,663	48
Sep	6,698	6,666	32	6,663	35
Oct	6,697	6,667	30	6,663	34
Nov	6,697	6,667	30	6,663	34
Dec	-	-	-	-	-
YTD	73,540	73,334	206	72,614	926
			0%		1%
Full Year		80,000		79,279	



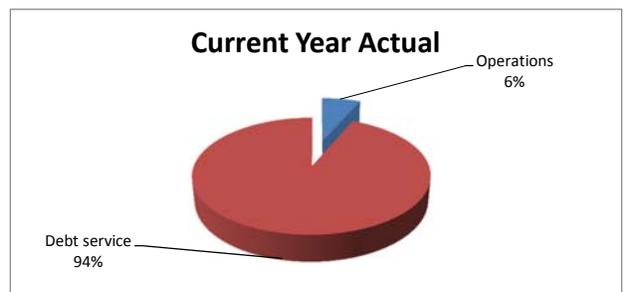
Erie Housing Authority Expenditures:

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Jan	6,827	8,733	1,906	8,510	(1,683)
Feb	6,777	8,733	1,956	11,845	(5,068)
Mar	9,776	8,734	(1,042)	7,981	1,795
Apr	7,754	8,733	979	7,481	273
May	7,692	8,733	1,041	7,982	(290)
Jun	8,749	8,734	(15)	9,282	(533)
Jul	11,211	8,733	(2,478)	9,435	1,776
Aug	695,512	692,533	(2,979)	9,989	685,523
Sep	9,536	7,434	(2,102)	9,614	(78)
Oct	5,914	7,433	1,519	7,546	(1,632)
Nov	9,116	7,433	(1,683)	7,869	1,247
Dec	-	-	-	-	-
YTD	778,864	775,966	(2,898)	97,534	681,330
			0%		699%
Full Year		783,400		108,556	



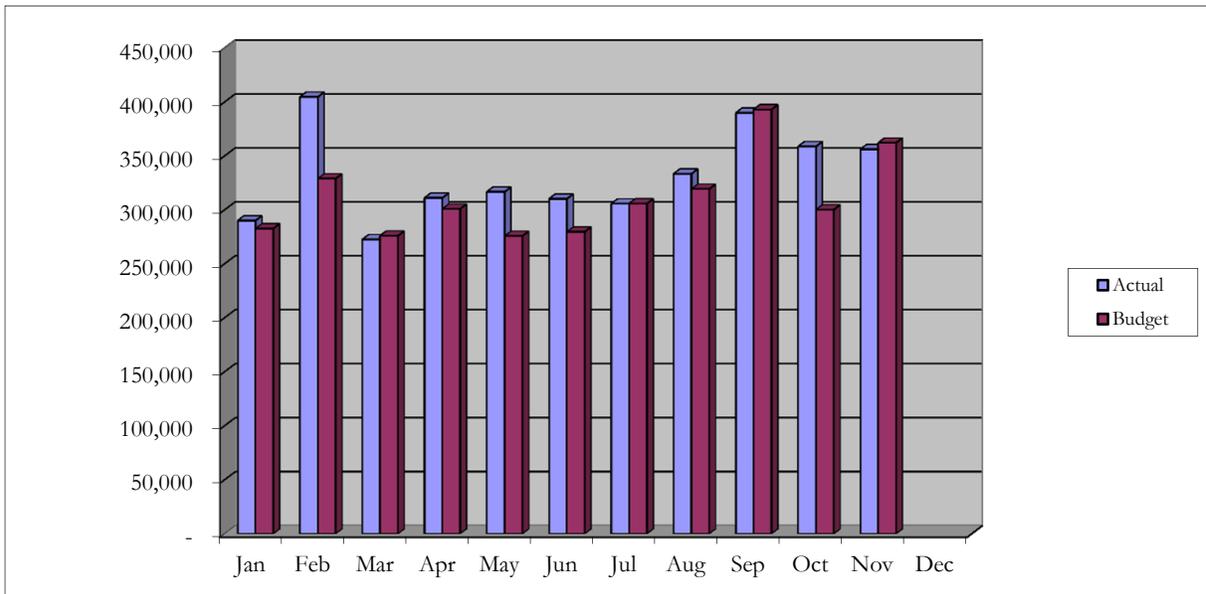
Expenditures by Type:

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change
Operations	50,181	47,667	(2,514)	44,757	5,424
Debt service	728,683	728,300	(383)	52,777	675,906
Total	778,864	775,967	(2,897)	97,534	681,330



Sales Tax

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change from prior year	Seasonal Budget Adjustment
Jan	290,082	282,800	7,282	269,953	20,129	7%
Feb	404,708	329,000	75,708	313,835	90,873	9%
Mar	272,536	276,000	(3,464)	263,398	9,138	7%
Apr	311,137	301,000	10,137	286,926	24,211	8%
May	316,764	275,800	40,964	263,348	53,416	7%
Jun	310,241	279,700	30,541	267,013	43,228	7%
Jul	305,731	305,900	(169)	291,846	13,885	8%
Aug	333,460	319,400	14,060	304,990	28,470	8%
Sep	389,993	393,100	(3,107)	375,122	14,871	10%
Oct	358,788	300,300	58,488	286,860	71,928	8%
Nov	356,209	362,200	(5,991)	345,375	10,834	10%
Dec	-	-	-	-	-	10%
Total	3,649,649	3,425,200	224,449	3,268,666	380,983	100%
			7%		12%	
Full Year		3,788,000		3,616,019		



Sales tax revenue represents about 24% of budgeted General Fund revenues. It serves as a primary funding source of the general government. This category also includes the sales tax received on the purchase of motor vehicles.

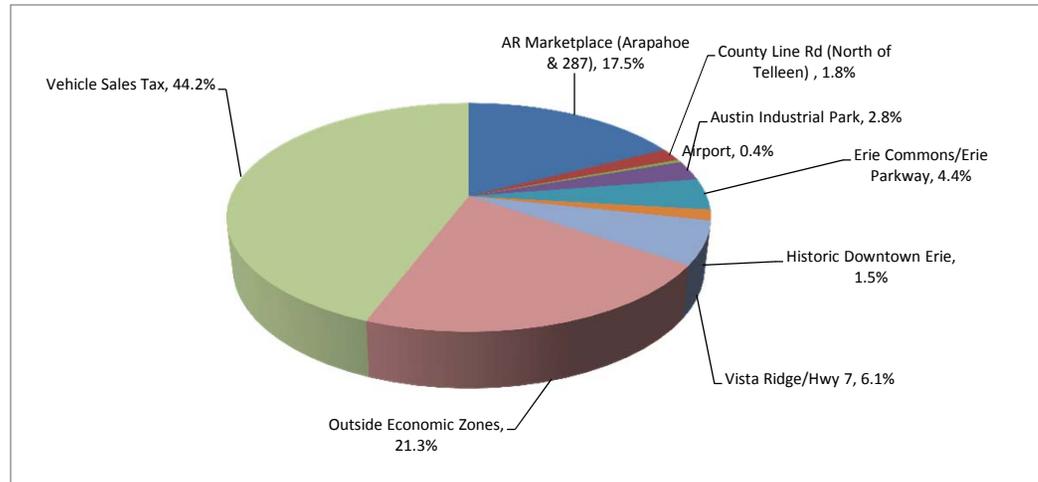
Performance Indicator Key

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Sales Tax Revenues - Cash Basis

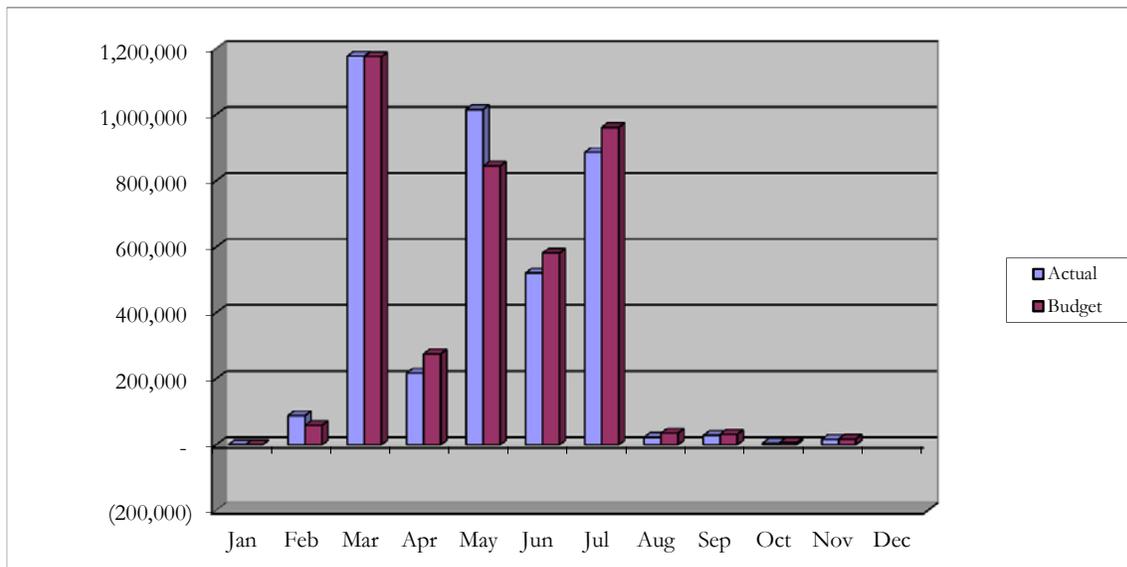
	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Year-end Accrual	2014 Total	% of Total
Sales Tax - non-auto:															
Economic Zones:															
AR Marketplace (Arapahoe & 287)	54,162	58,585	52,869	53,143	51,634	55,083	50,749	56,993	94,000	56,168	56,111	-	-	639,497	17.5%
County Line Rd (North of Telleen)	4,702	4,328	4,078	8,794	7,127	7,672	4,851	6,510	5,824	6,064	5,904	-	-	65,834	1.8%
Airport	1,672	1,429	1,360	968	1,187	849	1,102	1,503	1,112	1,454	1,385	-	-	14,021	0.4%
Austin Industrial Park	9,033	9,659	8,043	7,424	8,875	8,947	10,616	9,843	10,143	10,297	9,520	-	-	102,400	2.8%
Erie Commons/Erie Parkway	12,860	17,361	12,443	12,285	14,558	14,559	17,120	16,372	14,825	10,958	18,745	-	-	162,086	4.4%
Historic Downtown Erie	2,442	3,856	5,839	2,249	6,669	5,212	3,755	5,861	4,168	5,831	9,338	-	-	55,220	1.5%
Vista Ridge/Hwy 7	21,296	14,009	14,916	13,594	20,161	19,923	22,850	24,946	24,395	24,545	23,326	-	-	223,961	6.1%
Economic Zones total	106,167	109,227	99,548	98,457	110,211	112,245	111,023	122,028	154,467	115,317	124,329	-	-	1,263,019	34.5%
Vendors outside Economic Zones	63,352	108,735	59,146	55,834	74,487	72,638	63,384	65,288	73,471	65,755	71,886	-	-	773,976	21.3%
Sales Tax - non-auto total	169,519	217,962	158,694	154,291	184,698	184,883	174,407	187,316	227,938	181,072	196,215	-	-	2,036,995	55.8%
Vehicle Sales Tax	120,562	186,747	113,842	156,846	132,067	125,357	131,310	146,145	162,055	177,715	159,994	-	-	1,612,640	44.2%
Grand Total	290,081	404,709	272,536	311,137	316,765	310,240	305,717	333,461	389,993	358,787	356,209	-	-	3,649,635	100.0%

* Revenue is reflected in the table above based on when collections are received from the State of Colorado and the Treasurers for Boulder and Weld Counties. During the year-end close process revenues are adjusted to an accrual basis (reflected in the "Year-end Accrual" column).



Property Taxes - All Funds

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change from prior year	Seasonal Budget Adjustment
Jan	434	(7)	441	(7)	441	0%
Feb	87,788	58,405	29,383	58,287	29,501	1%
Mar	1,177,636	1,175,703	1,933	1,173,323	4,313	29%
Apr	216,948	274,966	(58,018)	274,410	(57,462)	7%
May	1,015,349	843,814	171,535	842,106	173,243	21%
Jun	520,152	580,635	(60,483)	579,461	(59,309)	15%
Jul	886,395	961,606	(75,211)	959,662	(73,267)	24%
Aug	22,558	35,068	(12,510)	34,997	(12,439)	1%
Sep	27,991	31,819	(3,828)	31,755	(3,764)	1%
Oct	4,529	6,192	(1,663)	6,180	(1,651)	0%
Nov	16,665	17,504	(839)	17,469	(804)	0%
Dec	-	-	-	-	-	0%
Total	3,976,445	3,985,705	(9,260)	3,977,643	(1,198)	100%
			0%		0%	
Full Year		<u>3,994,700</u>		<u>3,986,620</u>		



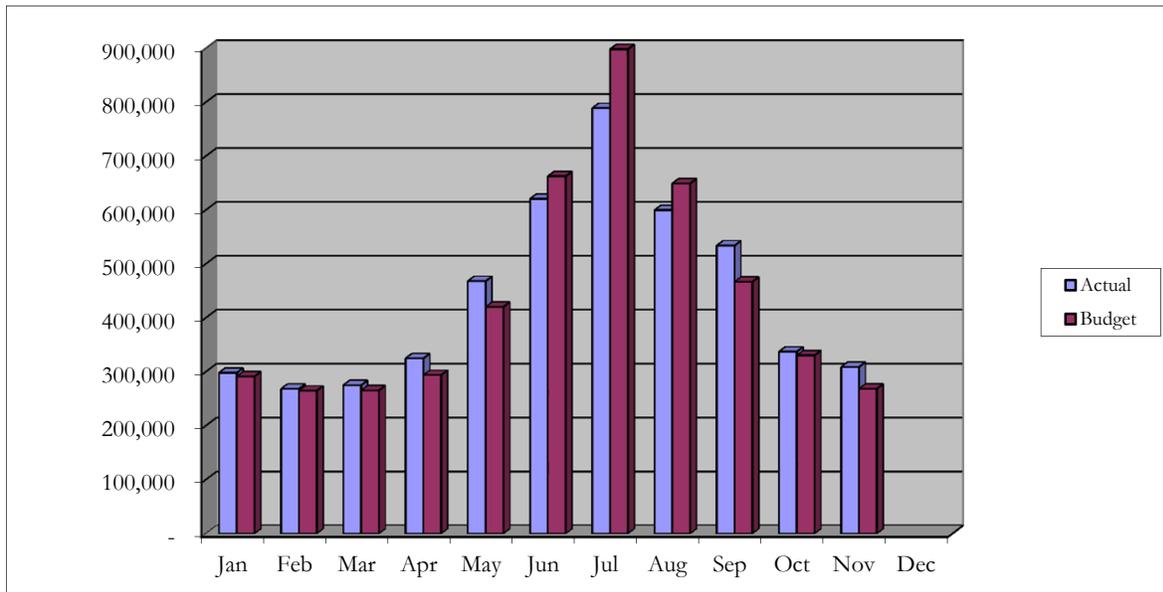
Property tax revenues represent approximately 23% of General Fund budgeted revenues and essentially 100% of the Trails and Natural Areas Fund revenue budget. It serves as a primary funding source of the general government as well as funding for general obligation bonds and trails and natural areas. The Town receives a majority of these revenues in March and July. The first payment deadline is February 28 and the second payment deadline is June 30. These taxes are collected by the Boulder and Weld County Treasurers on behalf of the Town.

Performance Indicator Key

- POSITIVE = Positive variance or negative < 10% compared to seasonal trends
- WARNING = Negative variance > 10% compared to seasonal trends

Residential Water Use Fees

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change from prior year	Seasonal Budget Adjustment
Jan	298,098	291,380	6,718	290,109	7,989	6%
Feb	268,438	264,955	3,483	263,799	4,639	5%
Mar	275,148	265,479	9,669	264,321	10,827	5%
Apr	324,881	293,998	30,883	292,716	32,165	6%
May	467,983	420,246	47,737	418,413	49,570	8%
Jun	620,707	662,557	(41,850)	659,667	(38,960)	13%
Jul	789,051	898,445	(109,394)	894,527	(105,476)	18%
Aug	599,750	649,274	(49,524)	646,442	(46,692)	13%
Sep	534,019	466,921	67,098	464,885	69,134	9%
Oct	337,223	330,262	6,961	328,822	8,401	6%
Nov	308,949	268,573	40,376	267,402	41,547	5%
Dec			-		-	6%
Total	4,824,247	4,812,090	12,157	4,791,103	33,144	100%
			0%		1%	
Full Year		<u>5,100,000</u>		<u>5,077,757</u>		



Water user fees account for 100% of the revenue needed to fund the operations of the water enterprise fund. This includes maintenance capital projects and a portion of the debt service payments.

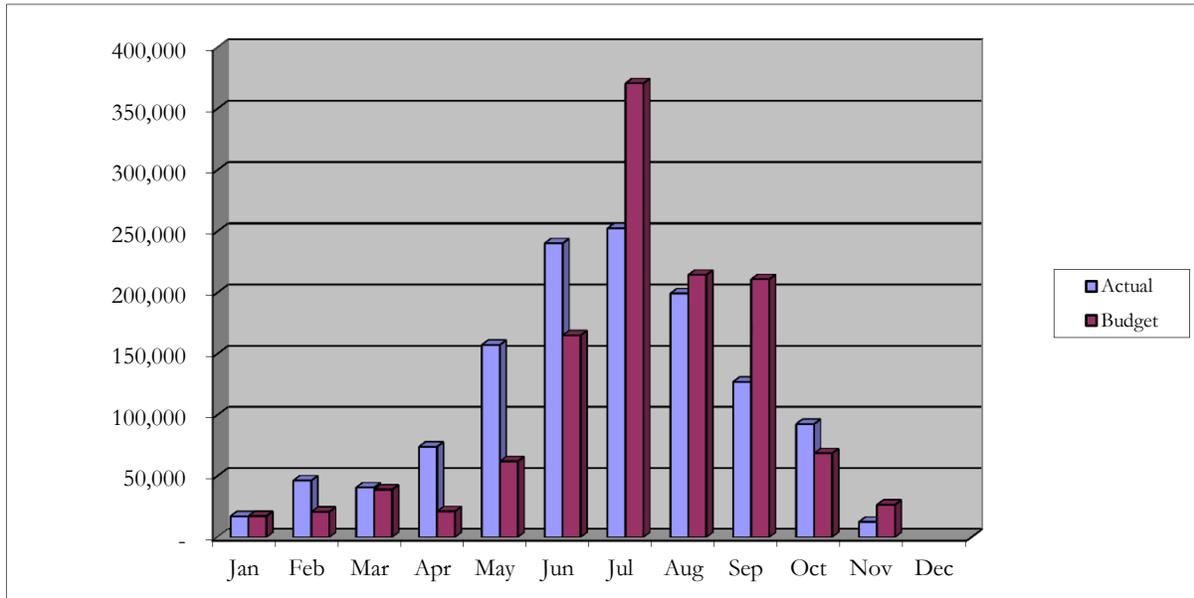
Performance Indicator Key

POSITIVE = Positive variance or negative < 10% compared to seasonal trends

WARNING = Negative variance > 10% compared to seasonal trends

Commercial Water Use Fees

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change from prior year	Seasonal Budget Adjustment
Jan	17,149	17,314	(165)	16,514	635	1%
Feb	46,348	20,779	25,569	19,819	26,529	2%
Mar	40,653	38,950	1,703	37,151	3,502	3%
Apr	74,015	21,121	52,894	20,146	53,869	2%
May	157,341	62,033	95,308	59,168	98,173	5%
Jun	240,305	165,189	75,116	157,560	82,745	13%
Jul	252,477	370,771	(118,294)	353,648	(101,171)	29%
Aug	199,386	214,574	(15,188)	204,664	(5,278)	17%
Sep	127,153	211,026	(83,873)	201,280	(74,127)	17%
Oct	92,601	68,637	23,964	65,467	27,134	5%
Nov	12,506	26,523	(14,017)	25,298	(12,792)	2%
Dec			-		-	4%
Total	1,259,934	1,216,917	43,017	1,160,715	99,219	100%
			4%		9%	
Full Year		<u>1,273,000</u>		<u>1,214,208</u>		



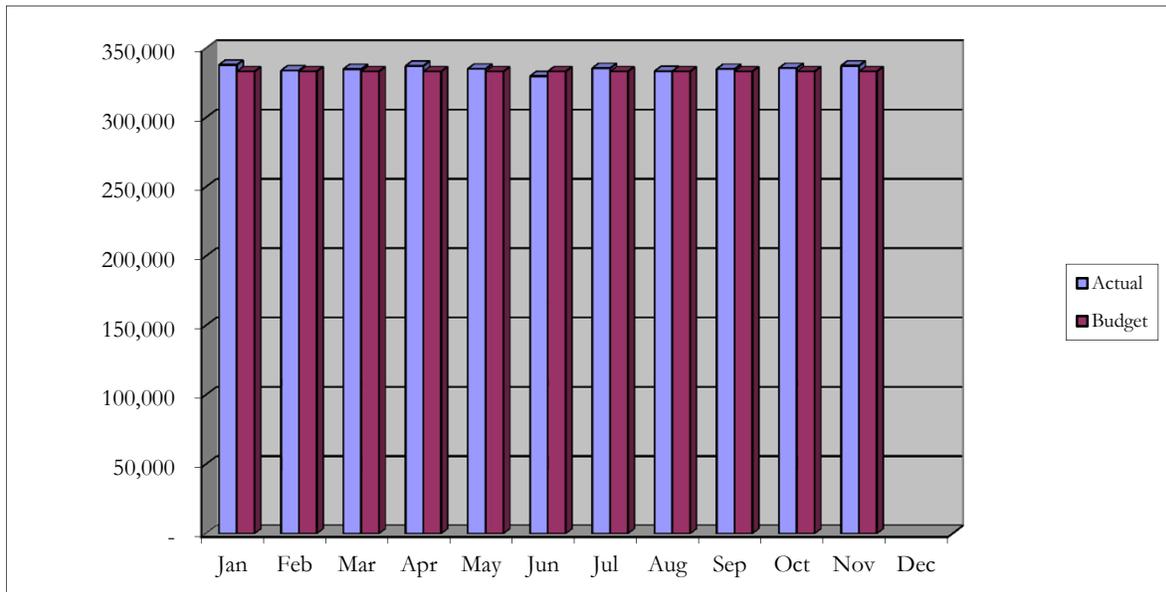
Water user fees account for 100% of the revenue needed to fund the operations of the water enterprise fund. This includes maintenance capital projects and a portion of the debt service payments.

Performance Indicator Key

- POSITIVE = Positive variance or negative < 10% compared to seasonal trends
- WARNING = Negative variance > 10% compared to seasonal trends

Residential Wastewater Use Fees

	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change from prior year
Jan	338,051	333,333	4,718	320,134	17,917
Feb	334,008	333,333	675	316,886	17,122
Mar	335,008	333,334	1,674	319,403	15,605
Apr	337,349	333,333	4,016	321,019	16,330
May	335,216	333,333	1,883	347,162	(11,946)
Jun	329,880	333,334	(3,454)	321,350	8,530
Jul	335,696	333,333	2,363	304,411	31,285
Aug	333,472	333,333	139	328,623	4,849
Sep	335,095	333,334	1,761	329,802	5,293
Oct	335,740	333,333	2,407	332,578	3,162
Nov	337,453	333,333	4,120	331,390	6,063
Dec	-	-	-	-	-
Total	3,686,968	3,666,666	20,302	3,572,758	114,210
			1%		3%
Full Year		4,000,000		3,906,468	



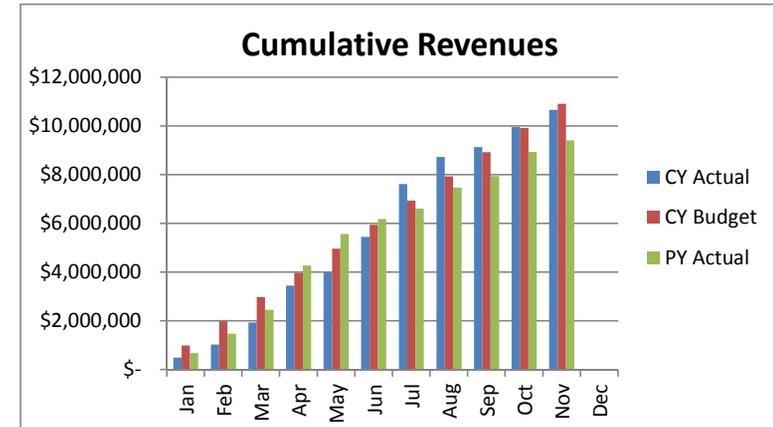
Wastewater user fees account for 100% of the revenue needed to fund the operations of the wastewater enterprise fund. This includes maintenance capital projects and a portion of the debt service payments.

Performance Indicator Key

- POSITIVE = Positive variance or negative < 10% compared to seasonal trends
- WARNING = Negative variance > 10% compared to seasonal trends

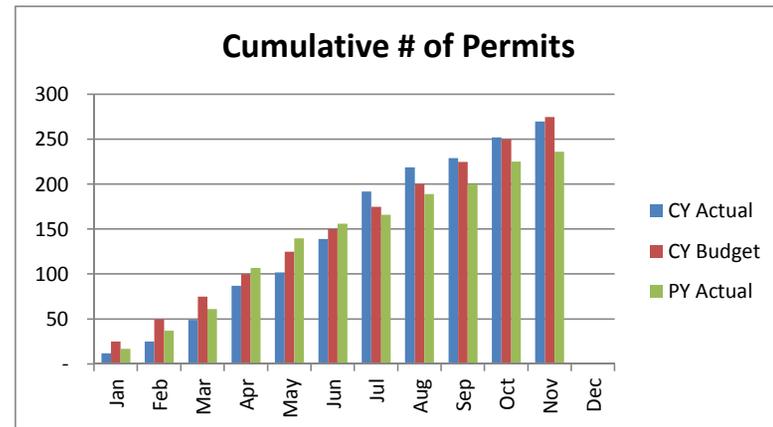
Residential Permit-related Revenues - All Funds

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change from prior year
Jan	490,407	991,775	(501,368)	680,556	(190,149)
Feb	541,951	991,775	(449,824)	792,731	(250,780)
Mar	903,116	991,775	(88,659)	984,165	(81,049)
Apr	1,508,379	991,775	516,604	1,807,097	(298,718)
May	557,192	991,775	(434,583)	1,298,921	(741,729)
Jun	1,444,786	991,775	453,011	621,583	823,203
Jul	2,166,987	991,775	1,175,212	431,194	1,735,793
Aug	1,119,871	991,775	128,096	860,313	259,558
Sep	399,864	991,775	(591,911)	473,705	(73,841)
Oct	822,253	991,775	(169,522)	982,641	(160,388)
Nov	705,433	991,775	(286,342)	469,062	236,371
Dec	-	-	-	-	-
YTD	10,660,239	10,909,525	(249,286)	9,401,968	1,258,271
			-2%		13%
Full Year	10,660,239	11,901,300		9,698,293	



of Residential Permits

Month	2014 Actual	2014 Budget	Budget Variance	2013 Actual	Change from prior year
Jan	12	25	(13)	17	(5)
Feb	13	25	(12)	20	(7)
Mar	24	25	(1)	24	-
Apr	38	25	13	46	(8)
May	15	25	(10)	33	(18)
Jun	37	25	12	16	21
Jul	53	25	28	10	43
Aug	27	25	2	23	4
Sep	10	25	(15)	11	(1)
Oct	23	25	(2)	25	(2)
Nov	18	25	(7)	11	7
Dec	-	-	-	-	-
YTD	270	275	(5)	236	34
Full Year	270	300		244	



Town of Erie

Reports for the period: 11/01/2014 – 11/30/2014

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

We urge you to compare the information contained in this periodic statement with the account statement(s) that you receive directly from the custodian that holds your account(s). Please notify us immediately if you identify any discrepancies or have any questions.



Davidson
Fixed Income Management
REGISTERED INVESTMENT ADVISER

Town of Erie

Account Review – November 2014



- Town of Erie: Steve Felten, Finance Director; Christine Morrison, Deputy Finance Director/Chief Accountant
- Davidson Fixed Income Management: Glenn Scott, Account Manager
- Investment Objectives:
 - Safety of Principal: The primary objective is to protect against any loss of principal.
 - Liquidity: Investments will be managed to ensure that funds are available to meet obligations as necessary.
 - Yield: Investments will be managed to optimize returns within the appropriate safety and liquidity constraints.

Performance Information (09/01/2014 - 11/30/2014)

<u>Town of Erie</u> ¹	<u>Colostrust</u> ⁴	<u>CSAFE</u> ²
BV Return (Yield) ³	0.39%	0.01%
		0.12%

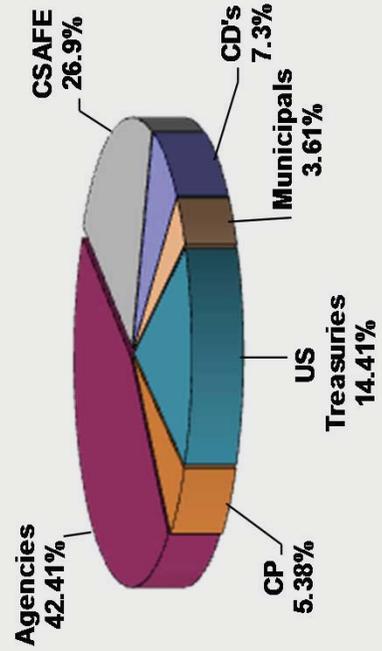
1. Reflects yield to maturity, net of management & custodial fee.
2. Reflects the CSAFE average daily rate for the quarter.
3. Book Value Return (Yield) = Earned Interest +/- Realized Gain/Loss +/- Amortization.
4. Reflects the Colostrust Prime average daily rate for the quarter.

Past performance of the Town of Erie portfolio does not guarantee future results.

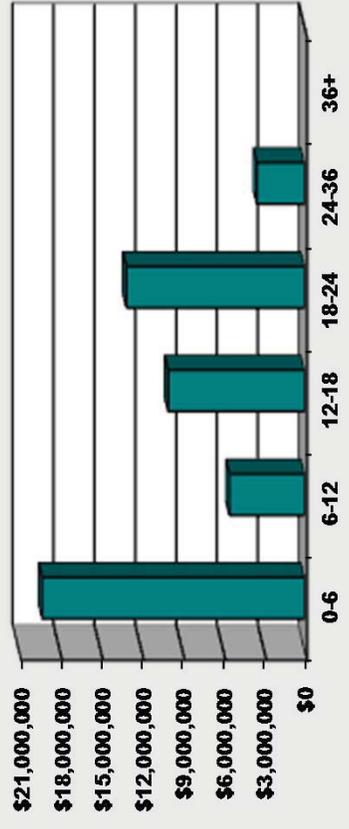
Portfolio Characteristics 11/30/2014

Par Value:	\$ 40,061,102
Book Value:	\$ 40,140,069
Market Value:	\$ 40,218,026
CSAFE Balance:	\$ 11,209,618
Total Account Balance:	\$ 51,427,644
Weighted Avg YTM:	0.52%
Weighted Avg Maturity/Call:	11.5 Months
Weighted Avg YTM (excluding cash):	0.63%

Portfolio Diversification



Maturity Distribution



Town of Erie

Investment Details

November 30, 2014

Cusip	Security Description	Trade Date	Par Value	Original Cost	Market Value	Book Value	Coupon Rate	YTM/C	DTM/C	Next Call Date	Maturity Date	Pct Assets
Cash and Equiv.												
CSAFE	CSAFE			11,209,618.41	11,209,618.41	11,209,618.41	0.120	0.120				21.80
Commercial Paper												
06538CNS6	BANK OF TOKYO MITSUBISHI UFJ	07-24-14	1,500,000.00	1,498,227.09	1,498,227.09	1,499,453.75	0.000	0.235	58		01-26-15	2.91
89233HRM8	TOYOTA MOTOR CREDIT CORP	07-24-14	1,500,000.00	1,497,412.50	1,497,412.50	1,498,639.17	0.000	0.234	142		04-21-15	2.91
			3,000,000.00	2,995,639.59	2,995,639.59	2,998,092.92	0.000	0.235	100			5.82
CD's												
FBKD022	1ST BANK	03-18-13	2,061,101.81	2,061,101.81	2,061,101.81	2,061,101.81	0.499	0.499	109		03-18-15	4.01
FBKD005	1ST BANK	05-06-11	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2.470	2.478	523		05-06-16	3.89
			4,061,101.81	4,061,101.81	4,061,101.81	4,061,101.81	1.470	1.474	313			7.90
Agencies												
3137EADA4	FHLMC AGENCY	06-13-12	1,000,000.00	1,003,530.00	1,000,389.00	1,000,109.97	0.625	0.485	30		12-29-14	1.95
31398AZ54	FEDERAL NATL MTG ASSN	10-23-13	1,500,000.00	1,548,885.00	1,520,466.00	1,518,624.91	2.150	0.310	248		08-04-15	2.96
3134G3ZA1	FEDERAL HOME LN MTG CORP	11-29-12	2,000,000.00	2,006,920.00	2,005,342.00	2,001,872.47	0.500	0.373	272		08-28-15	3.90
3136G3W55	FEDERAL HOME LN MTG CORP	12-20-12	2,000,000.00	2,000,928.00	2,003,292.00	2,000,311.67	0.450	0.434	359		11-24-15	3.90
3135G0S80	FEDERAL NATL MTG ASSN	12-20-12	2,500,000.00	2,494,122.50	2,503,245.00	2,497,928.11	0.375	0.454	387		12-21-15	4.87
3133ED5L2	FEDERAL FARM CR BKS	10-21-13	1,500,000.00	1,500,000.00	1,503,756.00	1,500,000.00	0.480	0.480	419		01-22-16	2.92
3135G0VA8	FNMA AGENCY	12-05-13	2,000,000.00	2,003,600.00	2,006,098.00	2,002,070.17	0.500	0.422	485		03-30-16	3.90
3133ECWT7	FEDERAL FARM CR BKS	08-27-13	2,000,000.00	1,995,840.00	2,008,694.00	1,997,778.31	0.650	0.728	526		05-09-16	3.91
313373SZ6	FEDERAL HOME LOAN BANKS	11-05-13	2,000,000.00	2,080,760.00	2,051,406.00	2,047,580.59	2.125	0.555	557		06-10-16	3.99
3133834R9	FEDERAL HOME LOAN BANKS	05-09-13	1,000,000.00	998,540.00	999,977.00	999,269.26	0.375	0.422	571		06-24-16	1.94
3135G0XP3	FEDERAL NATL MTG ASSN	12-06-13	1,000,000.00	996,090.00	999,879.00	997,572.40	0.375	0.528	583		07-05-16	1.94
3134G5A96	FEDERAL HOME LN MTG CORP	06-27-14	2,000,000.00	1,999,600.00	2,000,202.00	1,999,675.60	0.625	0.634	20	12-19-14	09-19-16	3.89
3133ECT79	FEDERAL FARM CR BKS	09-18-14	2,500,000.00	2,505,200.00	2,512,295.00	2,504,781.60	1.000	0.914	822		03-01-17	4.89
			23,000,000.00	23,134,015.50	23,115,041.00	23,067,575.06	0.806	0.536	420			44.95
Municipals												
574193HL5	MARYLAND ST	07-26-13	1,000,000.00	1,004,700.00	1,005,200.00	1,002,626.14	0.950	0.790	610		08-01-16	1.95
93974DAL2	WASHINGTON ST FOR ISSUES DTD P	08-08-13	1,000,000.00	1,000,500.00	1,004,950.00	1,000,283.33	0.850	0.833	610		08-01-16	1.95
			2,000,000.00	2,005,200.00	2,010,150.00	2,002,909.47	0.900	0.812	610			3.91
US Treasury Notes												
912828WQ9	UNITED STATES TREAS NTS	06-27-14	2,000,000.00	2,001,484.38	2,006,093.75	2,001,173.27	0.500	0.463	577		06-30-16	3.90
912828VR8	UNITED STATES TREAS NTS	01-03-14	1,000,000.00	1,000,273.43	1,004,375.00	1,000,179.20	0.625	0.614	624		08-15-16	1.95
912828VW7	UNITED STATES TREAS NTS	01-03-14	1,000,000.00	1,006,171.87	1,008,359.00	1,004,110.73	0.875	0.643	654		09-15-16	1.96
912828VW7	UNITED STATES TREAS NTS	02-11-14	1,000,000.00	1,008,164.06	1,008,359.00	1,005,652.33	0.875	0.557	654		09-15-16	1.96
912828WA4	UNITED STATES TREAS NTS	03-03-14	1,000,000.00	1,002,734.38	1,003,516.00	1,001,957.40	0.625	0.520	685		10-15-16	1.95
912828WF3	UNITED STATES TREAS NTS	03-14-14	1,000,000.00	1,000,664.06	1,003,046.87	1,000,487.68	0.625	0.600	716		11-15-16	1.95
912828A59	UNITED STATES TREAS NTS	03-19-14	1,000,000.00	995,742.19	1,002,344.00	996,829.19	0.625	0.782	745		12-15-16	1.95
			8,000,000.00	8,015,234.37	8,036,093.62	8,010,389.80	0.657	0.580	654			15.63

Town of Erie
Investment Details
 November 30, 2014

Cusip	Security Description	Trade Date	Par Value	Original Cost	Market Value	Book Value	Coupon Rate	YTM/C	DTM/C	Next Call Date	Maturity Date	Pct Assets
TOTAL PORTFOLIO			40,061,101.81	51,420,809.68	51,427,644.43	51,349,687.48	0.642	0.520	345			100.00