

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING ¹
Tuesday, June 24, 2014
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook Street, Erie, CO 80516

STUDY SESSION 5:45 P.M. COMMUNITY ROOM

I. CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

III. APPROVAL OF THE AGENDA

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

- a. Approval of the June 10, 2014 Meeting Minutes
- b. Ordinance 23-2014; An Ordinance of the Town of Erie, Annexing the Spallone No. 5 Annexation to the Town of Erie, Providing for the Effective Date of this Ordinance; and Setting Forth Details in Relation Thereto. (SECOND READING)
- c. Ordinance 24-2014; An Ordinance of the Town of Erie; Approving the Initial Zoning of Spallone No 5 Annexation Public Lands and Institutions; and Setting Forth Details in Relation Thereto. (SECOND READING)
- d. Resolution 14-76; A Resolution Authorizing The Town Of Erie, Colorado, To Enter Into A Purchase And Sale Agreement For The Purchase Of A 1.63 Acre Parcel Of Real Property Located In The Vicinity Of East County Line Road And Colorado Highway 7, Erie, Colorado; Authorizing And Directing The Appropriate Town Officers To Sign Said Agreement; And, Setting Forth Details In Relation Thereto.
- e. Resolution 14-77; A Resolution Authorizing The Town Of Erie, Colorado, To Enter Into A Purchase And Sale Agreement For The Purchase Of A 2.43 Acre Parcel Of Real Property Located In The Vicinity Of East County Line Road And Colorado Highway 7, Erie, Colorado; Authorizing And Directing The Appropriate Town Officers To Sign Said Agreement; And, Setting Forth Details In Relation Thereto.

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

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

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

- a. Citizen Certificate of Appreciation – Presented to Kevin Moody by Marco Vasquez, Chief of Police
- b. National Parks and Recreation Month

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

- a. Resolution 14-72; A Resolution Awarding an Owners Representative Contract for the Erie Police Facility

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 25-2014; An Ordinance Of The Town Of Erie, Colorado, Amending Title 6, "Police And Traffic Regulations," Chapter 8, "Offenses Relating To Government," Of The Municipal Code Of The Town Of Erie, Colorado To Add New Code Provisions; And, Setting Forth Details In Relation Thereto. (FIRST READING)
- b. Ordinance 26-2014; An Ordinance Of The Town Of Erie, Colorado, Amending Specific Portions Of Title 6, "Police And Traffic Regulations," Of The Municipal Code Of The Town Of Erie, Colorado; And, Setting Forth Details In Relation Thereto. (FIRST READING)

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

NONE SCHEDULED

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

Monthly Reports Included in Agenda Packet

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

- a. BOT Reports

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

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING 1
Tuesday, June 10, 2014
6:30 p.m.
Board Room, Erie Town Hall, 645 Holbrook, Erie, CO 80516

I. CALL MEETING TO ORDER

Mayor Harris called the June 10, 2014 Regular Meeting of the Board of Trustees to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE AND ROLL CALL

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

III. APPROVAL OF THE AGENDA

Action: Trustee Moore moved to approve the June 10, 2014 Agenda; the motion was seconded by Trustee Schutt. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

a. Approval of the May 27, 2014 Meeting Minutes

Action: Trustee Schutt moved to approve the June 10, 2014 Consent Agenda; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with all present voting in favor thereof.

V. PUBLIC COMMENT

Darrell E. Rankin, 460 Pierce St., Erie, CO. provided an updated the Arts Coalition of Erie activities.

Tim Piowaty, 255, Baker Lane, Erie, CO. asked the Board to look into further safety measures for the streets in Northridge Subdivision.

Jeff Wilkes, 1116 Fletcher Drive, Erie, CO., thanked the Board for their considerations for the connection of Northridge to Morgan Hill.

Adam Haid, Erie Single Track, 1376 Lawson Ave., Erie, CO. gave an update on the Erie Single Track and stated they would like to have a Memorandum of Understanding with the Town.

VI. RESOLUTIONS

- a. **Resolution 14-68; A Resolution of the Town Of Erie, Awarding a Design Contract to Loris and Associates, for the Coal Creek Trail Access Connection in the Amount of \$52,285.00 and, Setting Forth Details In Relation Thereto.**

Farrell Buller, Director of Parks and Recreation, presented staff recommendations for the approval of Resolution 14-68. The 2014 Capital Budget includes funds to design and construct a Coal Creek Trail Access Connection at Bonnell Avenue. This trail connection includes a pedestrian bridge crossing of Coal Creek and will connect the trail system on the east side of Coal Creek to the trail system in Erie Commons and the sidewalks on Bonnell Avenue. The new Parking lot at the Leon A. Wurl Service Center, that will begin construction soon, will provide parking and act as a trail head for this important trail connection. Staff is recommending awarding Loris and Associates this project based on their qualifications, approach to the project, and design cost. Loris and Associates has experience with this type of project design and successfully completed two ARRA Funded projects for the Town, Erie Parkway and County Line Road, and a Safe Routes To School Project for the Town, the County Line Road sidewalk from Telleen Ave. north to the railroad tracks.

Action: Mayor Pro Tem Gruber moved to approve Resolution 14-68; the motion was seconded by Trustee Schutt. The motion carried with the following roll call vote:

Roll Call:	Trustee Moore	Yes
	Mayor Pro Tem Gruber	Yes
	Trustee Schutt	Yes
	Trustee Kramer	Yes
	Trustee Woog	Yes
	Trustee Charles	Yes
	Mayor Harris	Yes

VII. ORDINANCES

- a. **Ordinance No. 20-210; An Ordinance Of The Town Of Erie, Colorado Amending Ordinance 30-2013 Adopted On October 8, 2013, Which Annexed The Golden Run Property; Setting Forth Details In Relation Thereto; And, Declaring An Emergency Therefore.**

A.J. Krieger, Town Administrator, presented staff recommendations for the approval of Ordinance 20-2014. Approval of this ordinance will amend Ordinance 30-2013; the original Golden Run annexation. Ordinance 30-2013 included a provision that the Town would not zone the subject property until both parties had executed an annexation agreement. At its January 28, 2014, regular meeting the Board of Trustees approved Resolution # 14-26 entering into an annexation agreement with Golden Run. However that agreement has neither been executed nor recorded. At that same meeting the Board of Trustees approved Ordinance 07-2014 which established the initial zoning of the subject property as PD. That ordinance has not been published or recorded. As such Town staff is recommending approval of Ordinance 20-2014. This will allow the zoning ordinance to be published and recorded. Representatives of Golden Run have made it clear that they do not intend to execute the previously approved annexation agreement. Therefore the Town is best served by amending Ordinance 30-2013, completing the zoning process, and ensuring that any future development is subject to the Town's UDC and required process.

ORDINANCES (continued)

Action: Trustee Schutt moved to suspend Resolution 02-44 to allow passage of Ordinance 12-2014 on the First Reading; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

Action: Trustee Schutt moved to approve Ordinance 20-2014; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with a six (6) for and one (1) against with Trustee Moore voting no.

VIII. LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES- MORGAN HILL

CONTINUATION OF THE MAY 27, 2014 PUBLIC HEARING

- a. Ordinance 21-2014; An Ordinance Of The Town Of Erie, Colorado, Rezoning A Portion Of The Morgan Hill Property Pursuant To The Petition Of The Owner Thereof, From SR – Suburban Residential To LR - Low Density Residential; And, Providing For The Effective Date Of This Ordinance; And, Setting Forth Details In Relation Thereto.

Todd Bjerkaas, Community Development Planner presented. Staff finds the application in compliance with the Rezoning approval criteria and recommends the Board of Trustees approve the Morgan Hill Rezoning application by approving Ordinance 21-2014 at the Second Reading on Tuesday, June 10, 2014. The Planning Commission held a public hearing for the Rezoning request on May 7, 2014. The Planning Commission recommended approval of the Rezoning by approving Resolution P14-07, with the following conditions: 1)The approval of the Morgan Hill Zoning Map, Rezoning shall not come into effect until the Morgan Hill PUD Zoning Map is approved and recorded for the property. 2) Technical corrections to the Morgan Hill Zoning Map shall be made to the Town's satisfaction. The applicant is requesting to rezone a portion of Morgan Hill from SR – Suburban Residential to LR – Low Density Residential.

Staff finds the application is consistent with the Approval Criteria of Title 10, Section 7.5 Rezoning:

- a. The Rezoning will promote the public health, safety, and general welfare;
- b. The Rezoning is generally consistent with the Town's Comprehensive Master Plan and the purposes of this UDC;
- c. Adequate facilities and services (including streets and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;
- d. The Rezoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;
- e. The Rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property;
- f. Future uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property; and
- g. The Zoning is generally consistent with the Towns' economic development goals and objectives in bringing positive growth and sustainable revenues to the Town.

Public Notice of the this hearing was published in the Colorado Hometown Weekly on April 16, 2014; the property was posted on April 18, 2014 and letter were sent to property owners within 300 feet on April 18, 2014. As required by the Municipal Code a Neighborhood Meeting was held on December 12, 2013. The required posted and mailed notice of the Neighborhood Meeting was provided as required. Staff finds the application in compliance with the Rezoning approval criteria and recommends the Board

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES- MORGAN HILL (continued)

of Trustees approve the Morgan Hill Rezoning application by approving Ordinance 21-2014 at the second reading on Tuesday, June 10, 2014 with the following conditions: 1) The approval of the Morgan Hill Zoning Map, Rezoning shall not come into effect until the Morgan Hill PUD Zoning Map is approved and recorded for the property. 2) Technical corrections to the Morgan Hill Zoning Map shall be made to the Town's satisfaction.

- b. Ordinance 22-2014; An Ordinance Regarding The Morgan Hill PUD Zoning Map Overlay Rezoning, Adopting Certain Findings Of Fact And Conclusions Favorable To The Planned Unit Development Overlay Rezoning.**

Todd Bjerkaas, Community Development Planner presented. Staff recommended the Board of Trustees approve Ordinance 22-2014, an ordinance approving the Morgan Hill PUD Zoning Map at the Second Reading on Tuesday, June 10, 2014. The Planning Commission held a Public Hearing to consider the Morgan Hill PUD Zoning Map request on May 7, 2014. The Planning Commission recommended approval of the PUD Rezoning by approving Resolution P14-08, with the following conditions: 1) The approval of the Morgan Hill PUD Zoning Map shall not come into effect until the Morgan Hill Zoning Map is approved and recorded for the property. The PUD Zoning Map shall not be recorded until after the Morgan Hill Zoning Map is recorded. 2) The approval of the Morgan Hill PUD Zoning Map shall not come into effect until a Final Plat is approved and recorded for the property. The PUD Zoning Map shall not be recorded until after a Final Plat is recorded. Technical corrections to the Morgan Hill PUD Zoning Map shall be made to the Town's satisfaction. The PUD Overlay District is generally used when there is special public interest that doesn't coincide with the traditional zoning in a geographic area. The PUD Overlay District may only be used when an application is not able to meet the requirements of a standard zone classification. The PUD is a mapped area with restrictions in addition to, or less than, those in the underlying traditional zone. Rather than attempt to create a new zoning category, an overlay zone is superimposed over the traditional zone and establishes additional regulations, or reduces or extends the existing uses. The underlying zoning identifies permitted land uses; the overlay zone may provide design restrictions, additional setbacks, or other exceptions to the base district regulations. General purposes of a PUD are as follows:

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

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES- MORGAN HILL (continued)

- i. To simplify processing of development proposals for developers and the Planning Commission by providing for concurrent review of land use, subdivision, public improvements and siting considerations. The Morgan Hill PUD Overlay Map (PUD) sets the maximum number of dwelling units at 490. The applicant is committing to dedicate public pocket parks and a neighborhood park to meet the Town requirements. The applicant will pay a fee in lieu for their required community park dedication; and they will be credited 21.07 acres of open space within the Tract N conservation easement and will pay a fee in lieu for the remainder of the open space dedication requirement.

Single Family Lot/Setback Modifications:

Modification of the UDC requirements for single family dimensional standards for lots is being requested in the PUD.

Staff finds the application consistent with the Approval Criteria of Title 10, Section 7.6 D.9 PUD Overlay Rezoning:

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

Public Notice of the this hearing was published in the Colorado Hometown Weekly on May 7, 2014; the property was posted on May 9, 2014 and letter were sent to property owners within 300 feet on May 9, 2014. As required by the Municipal Code a Neighborhood Meeting was held on December 12, 2013. The required posted and mailed notice of the Neighborhood Meeting was provided as required. Staff recommends the Board of Trustees approve Ordinance 22-2014, an Ordinance approving the Morgan Hill PUD Zoning Map with the following conditions: 1) The approval of the Morgan Hill PUD Zoning Map shall not come into effect until the Morgan Hill Zoning Map is approved and recorded for the property. The PUD Zoning Map shall not be recorded until after the Morgan Hill Zoning Map is recorded. 2)The approval of the Morgan Hill PUD Zoning Map shall not come into effect until a Final Plat is approved and recorded for the property. The PUD Zoning Map shall not be recorded until after a Final Plat is recorded. 3) Technical corrections to the Morgan Hill PUD Zoning Map shall be made to the Town's satisfaction.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES- MORGAN HILL (continued)

c. Resolution 14-74; A Resolution Making Certain Findings Of Fact And Conclusions Favorable To The Morgan Hill Preliminary Plat; Imposing Conditions Of Approval; Approving The Morgan Hill Preliminary Plat With Conditions; And Setting Forth Details In Relation Thereto

Todd Bjerkaas, Community Development Planner presented. The applicant proposes to plat approximately 215 acres into 490 single-family lots, and 16 tracts for various park, open space, landscaping, drainage, and utility purposes. 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 Morgan Hill Preliminary Plat application. Staff has provided Resolution 14-74, for Board of Trustee consideration, approving the application with the following conditions:

- a. An agreement with Erie Coal Creek Ditch Company to relocate and pipe a portion of the ditch shall be required prior to final plat approval.
 - b. Surface Use Agreements with K. P. Kaufmann and Encana shall be required prior to final plat approval.
 - c. Relocation of oil and gas pipelines and production facilities and recordation of the vacation of associated easements shall be completed prior to final plat approval.
 - d. Abandoned oil and gas wells, within a final plat for development, shall be located, monumented and identified on the final plat, as specified in the Municipal Code.
 - e. Future oil and gas wells shall be drilled and facilities installed prior to final plat approval of any lots shown within 350' of wells and facilities.
 - f. An agreement with Mary Alice Billings and Mary Alice Billings Trust and dedication of an easement thereof for location of the proposed water line, sanitary sewer line, and drainage improvements within and across its property shall be required prior to final plat approval.
 - g. An agreement with the owners of Andalusia and dedication of an easement thereof for location of the sanitary sewer line within and across its property will be required prior to final plat approval.
 - h. The developer will make traffic calming improvements to Fletcher Drive. These improvements may include, among several other options, the narrowing of the southbound entrance from WCR 10.5, the installation of drain pans at agreed locations, and signage. The developer will work with staff to identify and finalize the design and frequency of traffic calming during final plat.
 - i. Final park and open space dedications shall be determined at the time of each final plat filing.
 - j. At final plat and building permit, the applicant shall follow recommendations made by Western Environment and Ecology, Inc. and A.G. Wassenaar in the soils, geotechnical, and geological subsidence reports and the Colorado Geological Survey (CGS) recommendations.
- Technical corrections to Morgan Hill Preliminary Plat shall be made to the Town's satisfaction.

The Planning Commission held a public hearing for the Morgan Hill Preliminary Plat application on May 7, 2014. The Planning Commission, by approving Resolution P14-09, recommended denial to the Board of Trustees for the Morgan Hill Preliminary Plat based upon failure to meet the following approval criteria in Section 7.7.C of Title 10, Town of Erie Municipal Code:

- 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. The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES- MORGAN HILL (continued)

The Morgan Hill Preliminary Plat proposes development of single family lots throughout the property. The applicant is preserving a large open space area along the western edge of the development with views to the mountains and the incorporation of a Town spine trail. A neighborhood park is shown in the center of the property. There are large setbacks along the WCR 10.5 street frontage consisting of a landscape tract. Oil and gas wells and facilities are scattered throughout the property and the Parkland Estates subdivision and private airstrip are directly to the east. The Morgan Hill annexation agreement approved in 2008 allows for a maximum of 490 dwelling units to be built in the subdivision. The Morgan Hill Preliminary Plat proposes platting the entire property with 490 lots single family lots located within the Morgan Hill PUD.

The developer intends to break the proposed 490 single family lots into multiple final plat applications. The Preliminary Plat application is in general compliance with the Land Use designations on the 2005 Comprehensive Plan, Land Use Plan Map; as illustrated below. The proposed single family residential development has gross a density of 2.28 dwelling units per acre which falls within the Low Density Residential density range of 2 to 6 dwelling units per acre. The property is currently zoned LR – Low Density Residential in the center and SR – Suburban Residential at the edges. The applicant has submitted a rezoning application, concurrent with this Preliminary Plat application and PUD application, to rezone the portion of the property currently zoned SR to LR. If the rezoning is approved, the applicant's proposed single family lot development in the Morgan Hill Preliminary Plat meets the zoning requirements of the LR – Low Density Residential zoning district with the PUD overlay. The Morgan Hill PUD Overlay Map modifies the underlying zoning of the property and dimensional standards. The proposed PUD is consistent with PUDs for Colliers Hill and Erie Highlands. The single family residential lots, pocket parks, Neighborhood Park, and private open space tracts are in general conformance with the Morgan Hill PUD Overlay Map. The Annexation Agreement for Morgan Hill specifies the maximum density and the diversification standards for the development. Section XI.C.1 of the agreement requires the developer to provide not more than one (1) housing type and (2) housing type variations within the development. The proposed Morgan Hill Preliminary Plat contains one (1) housing type (Single Family Detached) with two (2) housing type variations by providing lots in the 5,000 to 9,999 square foot range and lots in the 10,000 to 39,999 square foot range. The Morgan Hill proposed development is located in the St. Vrain Valley School District ("SVVSD"). A school site is not proposed on the site. However, the Andalusia subdivision immediately to the north has an executed agreement with SVVSD to provide a 10 acre elementary school site. The developer will be responsible for paying a fee-in-lieu of land dedication to satisfy the requirements of the Town's Intergovernmental Agreement with SVVSD. The Mountain View Fire Protection District will provide fire and emergency medical services. A fire station is located 1½ miles away on the southwest corner of Erie Parkway and Colliers Boulevard in the Grandview Subdivision. The Erie Police Department will provide service to the property. A Traffic Report was submitted for the Morgan Hill Preliminary Plat. All of the streets proposed are public roads and are in compliance with the Towns Standards and Specifications. As a part of the Preliminary Plat, the applicant proposes to provide two (2) new street connections to Weld County Road (WCR) 10½ and one (1) new street connection to Weld County Road 3. The applicant also shows a vehicular access to the property to the north (Andalusia subdivision). No internal vehicular connection is shown stubbed to the western property as that area is anticipated in the comprehensive plan and zoning map to be open space and/or agriculture. The applicant will make improvements to WCR 3 and WCR 10½ per the annexation agreement. Staff has instructed the applicant to also make improvements to the County Line Road and Weld County Road 10½ intersection. The applicant will be required to participate in the cost of signalization of the intersection of WCR 10½ and WCR 3 and the intersection of WCR 12 and WCR 3.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES- MORGAN HILL (continued)

Northridge Subdivision Concerns

Staff has received several letters, e-mails, phone calls, and a petition from residents in the Northridge neighborhood with concerns about the Morgan Hill Development. These letters, e-mails, and petition are included in the packet for your reference. The principal concern of the communications pertaining to roadways is the location of an entrance for Morgan Hill from WCR 10½ that is aligned with the entrance to the Northridge subdivision at Fletcher Drive.

Fletcher Drive does not meet the Town's current standards for a local street. Town as-builts show Fletcher Drive was designed and built as a part of two Filings in 1995 and 1997. It is approximately 32 feet in width with roadside ditches in 54 feet of right-of-way. It does not include curb, gutter, underground storm sewer, or sidewalks for the majority of its length south to its intersection with WCR 1½. Residents' concerns relate to an increase of traffic along Fletcher Drive from the Morgan Hill subdivision, the adequacy of Fletcher Drive to handle existing traffic, speeds of vehicles along the road, and the safety of pedestrians on Fletcher Drive. Residents have requested that Town staff, the developer, and the traffic consultants look at alternatives for Morgan Hill's entrance including offsetting it from Fletcher Drive or making Morgan Hill's entrance a right-in, right-out turning movement, and having the developer install traffic calming devices on Fletcher Drive.

Compliance with the Town's Codes and Plans

Staff has reviewed the preliminary civil plans, traffic reports, Northridge residents' letters and petition, Fletcher Drive, probable destinations for through traffic, speeds along Fletcher and alternative entrance locations all in the context of the Town's Unified Development Code, Standards and Specifications, Comprehensive Plan, and Transportation Plan. Staff also forwarded the plans, traffic report, and Northridge letters and petition to the Town's traffic consultant for review.

The Town's code and plans specify requirements for connectivity between subdivisions. In the Approval Criteria used for review by the Board of Trustees for Preliminary Plats, criteria (g) states that "The subdivision shall be integrated and connected, where appropriate, with adjacent development through street connections, sidewalks, trails, and similar features." There are several sections of the Code that address connectivity and require the alignment of street right-of-ways with adjoining subdivisions (10.5.4.D), provide neighborhood connections to existing neighborhoods and streets (10.5.4.G.2; 10.6.1.A.8; 10.6.5.A), and create a transportation network to offer drivers connections to and between local destinations (10.6.5.A; 10.6.5.D.2.a).

The Code also addresses cut-through traffic and discourages it on local neighborhood streets. The Code manages cut-through traffic not through unaligned streets but through the implementation of traffic calming techniques and the configuration of internal streets (10.5.4.G.7.a; 10.6.5.D.2.f). The applicant has proposed several off-site traffic calming improvements along Fletcher Drive that they would construct to discourage cut-through traffic that is nonlocal in nature. Some examples include the narrowing of the existing wide entrances, the integration of drain pans, and the implementation of signage. Town staff anticipates that other traffic calming devices may be of benefit to Fletcher Drive.

Included as Attachment D for reference are excerpts from the Town code and planning documents related to connectivity and local traffic that staff has reviewed for compliance.

Staff has found that the proposed configuration of the Morgan Hill entrance aligned with Fletcher Drive meets the requirements of the Unified Development Code and Standards and Specifications and meets the objectives of the Comprehensive Plan and Transportation Master Plan particularly in the requirements of connectivity. The traffic engineer, staff, and the Town's transportation consultant have found that the implementation of traffic calming along Fletcher Drive by the developer is warranted and will minimize cut-through traffic impact by the Morgan Hill subdivision.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES- MORGAN HILL (continued)

The Parkland Estates air strip is located directly to the east of the Morgan Hill subdivision. The Parkland Estates HOA received an application referral and their response is attached. The applicant has worked closely with the HOA through a private agreement to allow continued operations of aircraft out of the neighborhood. There exists a 100' wide "No Build Zone" within the Morgan Hill development at the western terminus of the air strip as identified in a private agreement. The Town of Erie Natural Areas Inventory identifies a natural area within the Morgan Hill Preliminary Plat. Natural Area 15 covers a small portion of the Morgan Hill property along its western edge adjacent to the Erie-Coal Creek Ditch. The report states that the area has water present and serves as a migration or movement corridor for wildlife. The portion of Natural Area 15 located within the property is shown as open space (Tract N) in the preliminary plat. A site specific Ecological Resources Survey report was submitted for the Morgan Hill Preliminary Plat to assess threatened and endangered species and significant habitats. No threatened or endangered species were observed on the property. The public parks and open space dedication requirements for the Morgan Hill property are based on the proposed residential build-out of 490 dwelling units. The required dedications for parks and open space can be found on the table below and are approximate. Depending on the number of lots final platting, actual dedication requirements may change. The developer is showing two (2) pocket parks in the subdivision totaling 0.90 acres that will be owned and maintained by the Homeowners Association (HOA).

The development is required to dedicate less than seven (7) acres of neighborhood park land. The Town in its discretion may require the developer to pay cash-in-lieu of land dedication; however, a neighborhood park is shown in the Parks, Recreation, Open Space, and Trails (PROST) Master Plan map in this approximate location. Staff has determined that a neighborhood park in this location is appropriate and consistent with the master plan. The applicant anticipates paying a fee-in-lieu for the remaining community park dedication requirements at Morgan Hill. Tract N is credited towards the open space requirement of 23.24 acres for Morgan Hill. Only 21.07 acres of Tract N count towards the open space requirement because of the exclusion of oil and gas buffers. The applicant will pay a fee-in-lieu of the remaining dedication requirement of 2.17 acres. Public parks and open space dedications will occur in phased manners as the applicant anticipates Final Platting the property in several phases. A spine trail to be owned and maintained by the Town will be located in Tract N along the western property line of the development. This spine trail will provide a connection from Northridge on the south to a future spine trail in Andalusia open space on the north.

In addition, the Morgan Hill Preliminary Plat will provide pedestrian connections throughout and around the development, tying into anticipated trails in future development to the north. The property will be served by the Town of Erie for water and wastewater services; however, the Town does not currently have all utilities adjacent to the property to serve the development. In order to provide water and wastewater services, on-site and off-site improvements are required to be built by the developer. This includes constructing a second water line extension from WCR 10½ to the southwest in conjunction with a booster pump to provide redundancy in the water system. Also, the developer will be required to construct two off-site sanitary sewer mains, one to the west towards the Town's interceptor and one to the north along WCR 3 and through the Andalusia subdivision again to the Town's interceptor. The applicant will need to obtain the off-site easements necessary for sewer and water line extensions prior to final plat approval.

At the time of building permit, raw water fees are collected that allow the Town to purchase water rights ensuring an adequate water supply for potable water and wastewater services. In addition, raw water fees are collected at final plat approval for parks and open space areas.

Utility service providers for the property are United Power for electric, Source Gas for gas, and 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.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES- MORGAN HILL (continued)

A Drainage Study was submitted and reviewed. The primary detention pond location will be in Tract B with a small secondary pond in Tract N. An outfall to the northwest will require the applicant to obtain an off-site easement prior to final plat approval for the affected lots. The applicant is proposing to bury the segment of the Cottonwood Extension Ditch that traverses the eastern portion of the subdivision. The previous agreement that allowed this piping has expired; however, the applicant is currently negotiating a new agreement with the ditch company. The applicant has not yet executed a Surface Use Agreement (SUA) with the two oil and gas operators on the site, Encana and K P Kaufman. The Morgan Hill Preliminary Plat identifies the anticipated SUA setback requirements on the plat. It is the applicant's responsibility to ensure that existing well facilities, access roads and fencing meet the Municipal Code requirements at the time of final plat. All setbacks to existing and future wells and facilities will need to meet the Municipal Code requirements at final plat and are identified in this preliminary plat. There are eleven (11) producing oil and gas wells distributed throughout the property as shown in the Morgan Hill Preliminary Plat. The applicant shows 150' setbacks from the existing wells and facilities per the Town requirement. There is one (1) plugged and abandoned well on the site shown with a 25' setback. At the time of Final Plat, the applicant will be required to monument the well in the field and tie its location to the plat. There are two (2) future wells and facilities sites located in the northeast and the northwest portions of the property by Encana. The applicant is showing the northwest future well site located at least 350 feet away from the proposed lots within Morgan Hill and at least 150 feet away from future street right-of-ways per the Town's code. However at the northeast corner, the applicant has proposed a small number of lots located within 350 feet of the future well and facility sites. These affected lots may not be final platted until the wells are drilled and facilities installed. There are several oil and gas lines and right of way easements located within the Morgan Hill property that encumber proposed residential lots within the preliminary plat. The existing oil and gas pipelines and the associated easements will need to be removed and vacated and new easements for pipelines shown before a final plat can be approved within the area encumbered by the easements. The applicant is also showing relocation of existing gas tanks and equipment in close proximity to the proposed neighborhood park. This equipment will be relocated further east in Tract F so the setback and buffers do not encumber the neighborhood park. The Colorado Geological Survey (CGS) reviewed various technical/engineering documents and studies provided by the applicant that address subsidence risks, soil conditions and ground water levels for the property. The site is not undermined. CGS primary concern was in relation to the Erie-Coal Creek Ditch and shallow groundwater. Because the ditch is being piped and buried, there will be no issues with shallow groundwater resulting from the ditch. The piping will be located in right-of-way and tracts. Staff finds the application is consistent with the Preliminary Plat approval criteria in Municipal Code, Section 10.7.7.C.10, as outline below:

- 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.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES- MORGAN HILL (continued)

- 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.
- Public Notice of the this hearing was published in the Colorado Hometown Weekly on May 7, 2014; the property was posted on May 9, 2014 and letter were sent to property owners within 300 feet on May 9, 2014. As required by the Municipal Code a Neighborhood Meeting was held on December 12, 2013. The required posted and mailed notice of the Neighborhood Meeting was provided as required. 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 Morgan Hill Preliminary Plat application. Staff has provided Resolution 14-74, for Board of Trustee consideration, approving the application with the following conditions:
- a. An agreement with Erie Coal Creek Ditch Company to relocate and pipe a portion of the ditch shall be require prior to final plat approval.
 - b. Surface Use Agreements with K. P. Kaufmann and Encana shall be required prior to final plat approval.
 - c. Relocation of oil and gas pipelines and production facilities and recordation of the vacation of associated easements shall be completed prior to final plat approval.
 - d. Abandoned oil and gas wells, within a final plat for development, shall be located, monumented and identified on the final plat, as specified in the Municipal Code.
 - e. Future oil and gas wells shall be drilled and facilities installed prior to final plat approval of any lots shown within 350' of wells and facilities.
 - f. An agreement with Mary Alice Billings and Mary Alice Billings Trust and dedication of an easement thereof for location of the proposed water line, sanitary sewer line, and drainage improvements within and across its property shall be required prior to final plat approval.
 - g. An agreement with the owners of Andalusia and dedication of an easement thereof for location of the sanitary sewer line within and across its property will be required prior to final plat approval.
 - h. The developer will install traffic mitigation devices at the intersection of WCR 10½ and Fletcher Drive consistent with the concept shown in Exhibit C prior to issuance of the first building permit. The developer will work with staff to finalize the design during final plat.
 - i. Final park and open space dedications shall be determined at the time of each final plat filing.
 - j. At final plat and building permit, the applicant shall follow recommendations made by Western Environment and Ecology, Inc. and A.G. Wassenaar in the soils, geotechnical, and geological subsidence reports and the Colorado Geological Survey (CGS) recommendations.
 - k. Technical corrections to Morgan Hill Preliminary Plat shall be made to the Town's satisfaction.

LAND DEVELOPMENT RESOLUTIONS AND ORDINANCES- MORGAN HILL (continued)

Public Comment

Jon Lee, Community Development Group of Erie presented information as the applicant for this project and answered questions from the Board of Trustees.

The Following Citizens provided public comment on behalf of the Northridge Subdivisions issues with the connection on Fletcher Drive and the proposed Morgan Hill Subdivision:

Jim Hoffmeyer, 1168, Fletcher Drive, Erie, CO.

Action: Mayor Harris closed the Public Hearing for Ordinance 21-2014; Ordinance 22-2014 and Resolution 74-2014 at 7:10 p.m.

Action: Mayor Pro Tem Gruber moved to approve Ordinance 21-2014; the motion was seconded by Trustee Schutt. The motion carried with all present voting in favor thereof.

Action: Trustee Schutt moved to approve Ordinance 22-2014; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with all present voting in favor thereof.

Action: Mayor Pro Tem Gruber moved to approve Resolution 14-74; the motion was seconded by Trustee Moore. The motion carried with all present voting in favor thereof.

- d. **Resolution 14-75; A Resolution Approving the Morgan Hill First Amended and Restated Annexation Agreement, Authorizing and Directing Appropriate Town Officers to Sign Said First Amended and Restated Agreement, and, Setting Forth Details in Relation Thereto.**

Marty Ostholthoff, Director of Community Development presented. Staff recommends the Board of Trustees approve the Morgan Hill First Amended and Restated Annexation Agreement Amendment by approving Resolution No. 14-75: The Morgan Hill Annexation Agreement was entered into and by the Town of Erie and Mary Alice Billings, The Mary Alice Billings Trust and the Woolley Family Trust, on June 18, 2008 and recorded on August 14, 2008 in the records of Weld County, Colorado. The First Amendment to Morgan Hill Annexation Agreement was entered into by the Town of Erie and Mary Alice Billings, The Mary Alice Billings Trust, and The Woolley Family Trust, on December 2, 2009 and recorded on December 28, 2009 in the records of Weld County, Colorado. The Agreements provides a basic framework for the development of the Morgan Hill property, including, among other things, density, phasing of development, land dedications, utility services, and various on-site and off-site public improvements. Through the Morgan Hill First Amended and Restated Annexation Agreement, the Town and applicant are proposing modifications to the aforementioned agreements that reflect the current and more detailed development plan (Morgan Hill preliminary plat) that is being reviewed versus a minimal concept plan submitted as part of the original annexation application.

Action: Mayor Pro Tem Gruber moved to approve Resolution 14-75; the motion was seconded by Trustee Schutt; the motion was carried with all present voting in favor thereof.

Action: Mayor Harris called for a break at 7:55 p.m. and reconvened the meeting at 8:07 p.m.

LAND DEVELOPMENT ORDINANCES (continued)

SPALLONE NO. 5 ANNEXATION

- a. **Ordinance 23-2014; An Ordinance of the Town of Erie, Annexing the Spallone No. 5 Annexation to the Town of Erie, Providing for the Effective Date of this Ordinance; and Setting Forth Details in Relation Thereto.**

Todd Bjerkaas, Senior Planner presented staff recommendations for the approval of Ordinance 23-2014. The Spallone No. 5 Annexation Application requests annexation to the Town of Erie of an approximate 4.589 acre parcel, and requests an initial zoning of property of 'PLI' – Public Lands & Institutions. The Town of Erie has submitted an Annexation application for a 4.589 acre unincorporated Weld County property to the Town of Erie. The application has been processed in accordance with C.R.S. 31-12-106(3), and Section 7.3, of the Town of Erie Unified Development Code. Staff finds the application to be in compliance with C.R.S. 31-12-106 and Section 7.3, Annexations, of Title 10 of the Municipal Code. Per C.R.S. 31-12-106(3), the Town of Erie may annex municipally owned land without notice and hearing provided that the area proposed to be annexed is not solely a public street or right-of-way. Staff recommends approval of Ordinance 23-2014; an Ordinance Annexing the Spallone No. 5 property to the Town of Erie.

Action: This was the first reading of Ordinance 23-2014 and it will be brought back for Board action at the June 24, 2014 Regular Meeting.

PUBLIC HEARING

- b. **Ordinance 24-2014; An Ordinance of the Town of Erie; Approving the Initial Zoning of Spallone No 5 Annexation Public Lands and Institutions; and Setting Forth Details in Relation Thereto. (FIRST READING)**

Todd Bjerkaas, Senior Planner presented staff recommendations for the approval of Ordinance 24-2014. The Spallone No. 5 Annexation Application requests annexation to the Town of Erie of an approximate 4.589 acre parcel, and requests an initial zoning of property of 'PLI' – Public Lands & Institutions. Staff finds the application in compliance with Section 7.4, Initial Zoning, of Title 10 of the Municipal Code. The required notice for this Initial Zoning application is in compliance with Section 10.7.4 of the Municipal Code; with published notice in the Colorado Hometown Weekly, on May 21, 2014; and posted notice occurring on May 23, 2014. Staff recommends approval of Ordinance 24-2014; an Ordinance Zoning the Spallone No. 5 property to PLI – Public Lands & Institutions zone district.

Action: Mayor Harris opened the Public Hearing for Ordinance 24-2014 at 8:13 p.m.; hearing no one wishing to make public comment closed the Public Hearing for Ordinance 24-2014 at 8:14 p.m.

Action: This was the first reading of Ordinance 24-2014 and it will be brought back for Board action at the June 24, 2014 Regular Meeting.

IX. BOARD OF TRUSTEES REPORTS & APPOINTMENTS

Trustee Charles provided an update on the Historic Preservation Board and reported on a recent Erie Chamber of Commerce meeting he attended with Mayor Pro Tem Gruber and Trustee Schutt.

Trustee Moore commented on the success of the recent Relay for Life event.

Trustee Schutt will be attending an upcoming Erie Economic Development meeting next week and asked for information regarding the timing and location for mosquito spraying in Town.

Trustee Woog also commented on the success of the Relay for Life event.

Trustee Kramer also commented on the success of the Relay for Life event and noted that there is an opening on the Tree Board.

Mayor Pro Tem Gruber alerted the Parks Department that there was an invasive species of "Cheat Grass" in an open space area.

Mayor Harris noted that in addition to the Tree Board that there was an opening on Historic Preservation. Trustee Harris also had questions regarding trail maintenance and commented on the success of the Relay for Life event. She also attended a recent Metro Mayors Caucus meeting.

X. EXECUTIVE SESSION

- a. 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 the Simmons litigation Appeal.

Action: Trustee Charles moved to go into executive session 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 the Simmons litigation Appeal; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with all present voting in favor thereof.

Present at this executive session were the following persons:

Mayor Tina Harris; Mayor Pro Tem Mark Gruber; Trustees Janice Moore, Dan Woog, Scott Charles, Jennifer Kramer, and Waylon Schutt; Town Administrator A.J. Krieger; Public Works Director Gary Behlen; and, Town Attorney Mark Shapiro.

This is an executive session for the following purpose:

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 the Simmons litigation Appeal.

The executive session was concluded at 8:53 p.m.. The participants in the executive session were:

Mayor Tina Harris; Mayor Pro Tem Mark Gruber; Trustees Janice Moore, Dan Woog, Scott Charles, Jennifer Kramer, and Waylon Schutt; Town Administrator A.J. Krieger; Public Works Director Gary Behlen; and, Town Attorney Mark Shapiro.

EXECUTIVE SESSION (continued)

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

XI. ADJOURNMENT

Action: Trustee Woog moved to adjourn the June 10, 2014 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 June 10, 2014 Regular Meeting of the Town of Erie Board of Trustees at 8:54 p.m.

Respectfully Submitted,

Nancy J. Parker, CMC, Town Clerk

Tina Harris, Mayor

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 24, 2014

SUBJECT: **ORDINANCES**
Consideration of Ordinance 23-2014 (Second Reading): An Ordinance Annexing The Spallone No. 5 Property, Pursuant To The Petition Of The Owner Thereof, To Be Known As The Spallone No. 5 Annexation, To The Town Of Erie, Colorado; Providing For The Effective Date Of This Ordinance; And Setting Forth Details In Relation Thereto.

CODE: Erie Municipal Code, Title 10

PURPOSE: Annexation of Town-owned property in The Town of Erie

DEPARTMENT: Community Development

PRESENTER: Todd Bjerkaas, Senior Planner

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

STAFF
RECOMMENDATION: Approval of Ordinance 23-2014; an Ordinance Annexing the Spallone No. 5 property to the Town of Erie.

PLANNING
COMMISSION
RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

GENERAL INFORMATION:

Land Owner: Town of Erie
Attn: A.J. Krieger
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
(303) 926-2700

Applicant: Town of Erie
Attn: A.J. Krieger
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
(303) 926-2700

Purpose: The Spallone No. 5 Annexation Application requests annexation to the Town of Erie of an approximate 4.589 acre parcel, and requests an initial zoning of property of ‘PLI’ – Public Lands & Institutions.

Location: The site is located at the northwest corner of the Town of Erie North Water Reclamation Facility approximately one mile north of Highway 52 and is generally described as a parcel of land located in the Northwest ¼ of Section 31, Township 2 North, Range 68 West of the 6th Principal Meridian. The site is highlighted in yellow below.



BACKGROUND INFORMATION:

The Town of Erie has submitted an Annexation application for a 4.589 acre unincorporated Weld County property to the Town of Erie. The application has been processed in accordance with C.R.S. 31-12-106(3), and Section 7.3, of the Town of Erie Unified Development Code.

Ordinance 23-2014 annexes the subject property.

Existing Zoning: A – Agricultural (Unincorporated Weld County)

Existing Land Use: North Water Reclamation Facility Reservoir

Size: Approximately 4.589 acres

Proposed Zoning: PLI – Public Lands & Institutions

Adjacent Zoning and Comprehensive Plan Land Use Designation:

	CURRENT ZONING	COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION
NORTH	A – Weld County Agricultural	AG – Agriculture
SOUTH	A – Weld County Agricultural	AG – Agriculture
EAST	PLI – Public Lands & Institutions	P/QP – Public/Quasi Public
WEST	A – Weld County Agricultural	AG – Agriculture

2005 Comprehensive Plan Designation: P/QP – Public/Quasi Public

STAFF ANALYSIS AND FINDING’S:

Compliance with Town Standards:

Staff finds the application to be in compliance with C.R.S. 31-12-106 and Section 7.3, Annexations, of Title 10 of the Municipal Code.

- 1. THE ANNEXATION IS IN COMPLIANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965 (C.R.S. 31-12-106(3), ET SEQ., AS AMENDED).**

Staff Comment: The application has been found to be in compliance with C.R.S. 31-12-106(3): Annexation of unincorporated municipally owned land. When the municipality is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with section 30(1)(c) of article II of the state constitution and sections 31-12-104(1)(a) and 31-12-105, the governing body may by ordinance annex said area to the municipality without notice and hearing as provided in sections 31-12-108 and 31-12-109. The annexing ordinance shall state that the area proposed to be annexed is owned by the annexing municipality and is not solely a public street or right-of-way.

Public Notice:

Per C.R.S. 31-12-106(3), the Town of Erie may annex municipally owned land without notice and hearing provided that the area proposed to be annexed is not solely a public street or right-of-way.

Staff Recommendation:

Approval of Ordinance 23-2014; an Ordinance Annexing the Spallone No. 5 property to the Town of Erie.

Staff Review:

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

Approved by:


A.J. Krieger
 Town Administrator

ATTACHMENTS:

- Ordinance 23-2014
- Spallone No. 5 Annexation Map

ORDINANCE NO. 23-2014

AN ORDINANCE ANNEXING THE SPALLONE NO. 5 PROPERTY, PURSUANT TO THE PETITION OF THE OWNER THEREOF, TO BE KNOWN AS THE SPALLONE NO. 5 ANNEXATION, TO THE TOWN OF ERIE, COLORADO; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, a Petition for Annexation (“Petition”) has been filed by A.J. Krieger, Town Administrator, Town of Erie, 645 Holbrook Street, PO Box 750, Erie, CO 80516, for the annexation to the Town of the following described real property including right-of-way (“Property”); to wit:

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

WHEREAS, C.R.S. § 31-12-106 (3) provides for the annexation of unincorporated municipally owned land, and further provides that when the municipality is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with section 30(1)(c) of article II of the state constitution and sections C.R.S. §§ 31-12-104(1)(a) and 31-12-105, the governing body may by ordinance annex said area to the municipality without notice and hearing as provided in sections C.R.S. §§ 31-12-108, and 31-12-109; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado finds that the Property, including right-of-way, is owned by the Town of Erie and is not solely a public street or right-of-way; and,

WHEREAS, pursuant to C.R.S. § 31-12-106 (3), no notice on the proposed annexation ordinance shall be required; and,

WHEREAS, pursuant to C.R.S. § 31-12-106 (3), no public hearing on the proposed annexation ordinance shall be required; and,

WHEREAS, the Board of Trustees has determined that the requirements of C.R.S. §31-12-106 have been met; and,

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described Property be annexed to the Town of Erie, Colorado.

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

Section 1. The Board of Trustees of the Town of Erie, Colorado makes the following findings regarding the Property:

1. The Property is owned by the Town of Erie and is not solely a public street or right-of-way.

2. Pursuant to C.R.S. § 31-12-106 (3), no notice on the proposed annexation ordinance is required.

3. Pursuant to C.R.S. § 31-12-106 (3), no public hearing on the proposed annexation ordinance is required.

4. The Board of Trustees of the Town of Erie has determined that the requirements of C.R.S. §31-12-106 have been met.

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

Section 2. The above described Property is hereby annexed to and included within the town limits of the Town of Erie.

Section 3. The Mayor and Town Clerk are authorized and directed to complete all the necessary procedures and sign all necessary documents required for annexation of said Property to the Town including filing the required certified copies of the annexation ordinance and a map of the area to be annexed containing a legal description of such area with the Weld County Clerk and Recorder.

Section 4. Severance Clause. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 5. Repeal. All other ordinances or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed. The repeal established herein shall not be construed to revive any ordinance Code provision or part thereof that had been previously repealed by any ordinance which is repealed by this Ordinance.

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

**INTRODUCED, PASSED, ADOPTED AND APPROVED, AND ORDERED
PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF
ERIE THIS 24TH DAY OF JUNE, 2014.**

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

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

By: _____
Tina Harris, Mayor

ATTEST:

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

EXHIBIT A

ANNEXATION DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 88°00'13" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 31, A DISTANCE OF 476.42 FEET; THENCE SOUTH 02°56'29" EAST, A DISTANCE OF 50.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°00'13" EAST 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 347.66 FEET; THENCE SOUTH 23°42'27" WEST, A DISTANCE OF 1188.98 FEET; THENCE SOUTH 88°00'13" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 23°42'27" EAST, A DISTANCE OF 968.98 FEET; THENCE SOUTH 88°00'13" WEST, A DISTANCE OF 197.66 FEET; THENCE NORTH 23°42'27" EAST, A DISTANCE OF 220.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 199,881 SQ. FT. OR 4.589 ACRES, MORE OR LESS.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 24, 2014

SUBJECT: **ORDINANCES**
Consideration of Ordinance 24-2014 (Second Reading): An Ordinance Zoning The Spallone No. 5 Property to the PLI – Public Lands & Institutions Zone District; Providing For The Effective Date Of This Ordinance; And Setting Forth Details In Relation Thereto.

PURPOSE: A Public Hearing to consider PLI – Public Lands & Institutions zoning as the Initial Zoning on the Spallone No. 5 property.

CODE: Erie Municipal Code, Title 10

DEPARTMENT: Community Development

PRESENTER: Todd Bjerkaas, Senior Planner

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

STAFF
RECOMMENDATION: Approval of Ordinance 24-2014; an Ordinance Zoning the Spallone No. 5 property to PLI – Public Lands & Institutions zone district.

PLANNING
COMMISSION
RECOMMENDATION: Not applicable

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

GENERAL INFORMATION:

Land Owner: Town of Erie
Attn: A.J. Krieger
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
(303) 926-2700

Applicant: Town of Erie
Attn: A.J. Krieger
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
(303) 926-2700

Location:

The site is located at the northwest corner of the Town of Erie North Water Reclamation Facility approximately one mile north of Highway 52 and is generally described as a parcel of land located in the Northwest ¼ of Section 31, Township 2 North, Range 68 West of the 6th Principal Meridian. The site is highlighted in yellow below.



BACKGROUND INFORMATION:

Concurrent with the Annexation application, the Town filed an Initial Zoning application requesting initial zoning of PLI – Public Lands & Institutions for the Spallone No. 5 property.

Existing Zoning: A – Agricultural (Unincorporated Weld County)

Existing Land Use: North Water Reclamation Facility Reservoir

Size: Approximately 4.589 acres

Adjacent Zoning and Comprehensive Plan Land Use Designation:

	CURRENT ZONING	COMPREHENSIVE PLAN – LAND USE MAP DESIGNATION
NORTH	A – Weld County Agricultural	AG – Agriculture
SOUTH	A – Weld County Agricultural	AG – Agriculture
EAST	PLI – Public Lands & Institutions	P/QP – Public/Quasi Public
WEST	A – Weld County Agricultural	AG – Agriculture

2005 Comprehensive Plan Designation: P/QP – Public/Quasi Public

STAFF ANALYSIS AND FINDING'S:

Compliance with Town Standards:

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

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

Staff Comment: The PLI zoning and the property's continued use as a Reclamation Facility Reservoir will promote the general health, safety and welfare of the general public.

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

Staff Comment: The proposed initial zoning is in compliance with the 2005 Town of Erie Comprehensive Plan recommended land use; P/QP – Public/Quasi Public, for the subject property.

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

Staff Comment: The purpose of the PLI zone district is: "to provide areas for the development of public or quasi-public facilities or private facilities of a non-commercial character, including churches, schools, libraries, and cultural facilities." The parcel will continue to be a reservoir for the North Water Reclamation Facility, and the rest of the reservoir is zoned PLI.

- d. **ADEQUATE FACILITIES AND SERVICES (INCLUDING STREETS AND TRANSPORTATION, WATER, GAS, ELECTRIC, POLICE AND FIRE PROTECTION, AND SEWAGE AND WASTE DISPOSAL, AS APPLICABLE) WILL BE AVAILABLE TO SERVE THE SUBJECT PROPERTY WHILE MAINTAINING ADEQUATE LEVELS OF SERVICE TO EXISTING DEVELOPMENT;**

Staff Comment: Some referenced services are not available or are within close proximity to the subject property, however, these services are not required for the continued use of the property as a reservoir for the reclamation facility.

- e. **THE INITIAL ZONING IS NOT LIKELY TO RESULT IN SIGNIFICANT ADVERSE IMPACTS UPON THE NATURAL ENVIRONMENT, INCLUDING AIR, WATER, NOISE, STORM WATER MANAGEMENT, WILDLIFE, AND VEGETATION, OR SUCH IMPACTS WILL BE SIGNIFICANTLY MITIGATED;**

Staff Comment: The initial zoning is not likely to have significant impacts on the natural environment. The property will continue as a reservoir.

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

Staff Comment: The initial zoning is not likely to have significant adverse impacts to properties in the vicinity of the property. The property will continue as a reservoir.

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

Staff Comment: The property will continue as a reservoir. The 2005 Comprehensive Plan Map, which designates this parcel as Public/Quasi Public, ensures the future use of the property is compatible with adjacent land uses.

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

Staff Comment: The initial zoning of PLI supports the property's current and future use as a reservoir. The reservoir holds reclaimed water for use in the Town's reuse water lines.

Public Notice:

The required notice for this Initial Zoning application is in compliance with Section 10.7.4 of the Municipal Code; with published notice in the Colorado Hometown Weekly, on May 21, 2014; and posted notice occurring on May 23, 2014.

Staff Recommendation:

Approval of Ordinance 24-2014; an Ordinance Zoning the Spallone No. 5 property to PLI – Public Lands & Institutions zone district.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- A. Ordinance 24-2014
- B. Spallone No. 5 Zoning Map

ORDINANCE NO. 24-2014

AN ORDINANCE ZONING THE SPALLONE NO. 5 ANNEXATION PROPERTY TO THE “PLI” – PUBLIC LANDS & INSTITUTIONS ZONE DISTRICT; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, a request for initial zoning has been filed by the Town of Erie for the zoning of the following described real property, to wit:

See “Exhibit A,” attached hereto and incorporated herein by this reference (“Property”); and,

WHEREAS, the zoning of land is required within ninety (90) days after the effective date of the annexation ordinance, as authorized by C.R.S. 31-12-115; and,

WHEREAS, a public hearing was held on said request in combination with the requested annexation of the Property on June 10, 2014; and,

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described Property be zoned “PLI” – Public Lands & Institutions in accordance with Title 10 of the Town of Erie Municipal Code and that zoning the Property is necessary to the immediate preservation of the public property, health, safety, and welfare of the Town and for the financial well being of the Town..

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

Section 1. That following a legally noticed and held public hearing, the above described Property is hereby zoned “PLI” – Public Lands & Institutions. All activities conducted on the Property shall be in conformance with the applied zoning as identified in Title 10 of the Town of Erie Municipal Code.

Section 2. The official zone district map of the Town of Erie, dated March 27, 2014, shall be amended by the designation of the above described Property as “PLI” – Public Lands & Institutions.

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 APPROVED, AND ORDERED PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 24TH DAY OF JUNE, 2014.

PUBLISHED IN FULL on the ____ day of _____, 2014.

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

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

EXHIBIT A

ZONING DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 88°00'13" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 31, A DISTANCE OF 476.42 FEET; THENCE SOUTH 02°56'29" EAST, A DISTANCE OF 50.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°00'13" EAST 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 347.66 FEET; THENCE SOUTH 23°42'27" WEST, A DISTANCE OF 1188.98 FEET; THENCE SOUTH 88°00'13" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 23°42'27" EAST, A DISTANCE OF 968.98 FEET; THENCE SOUTH 88°00'13" WEST, A DISTANCE OF 197.66 FEET; THENCE NORTH 23°42'27" EAST, A DISTANCE OF 220.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 199,881 SQ. FT. OR 4.589 ACRES, MORE OR LESS.

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

Board Meeting Date: June 24 2014

SUBJECT: RESOLUTIONS

RESOLUTION 14-76; A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF A 1.63 ACRE PARCEL OF REAL PROPERTY LOCATED IN THE VICINITY OF EAST COUNTY LINE ROAD AND COLORADO HIGHWAY 7, ERIE, COLORADO; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

DEPARTMENT: Administration

PRESENTER: A.J. Krieger, Town Administrator

FISCAL INFORMATION: Cost as Recommended: 0
Balance Available:
Budget Line Item Number:
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Staff recommends approval Resolution 14-76

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

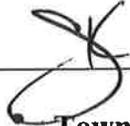
Per previous direction of the Board of Trustees and the Open Space and Trails Advisory Board (OSTAB), the Town recently concluded negotiations with the owner of the real property described as a 1.63 acre parcel of land located in the vicinity of Ease County Line Road and Colorado Highway 7, Erie, Colorado for potential acquisition of the real property for open space purposes. The purchase price for the 1.63 acre parcel is \$80,295.57.

This price was determined to be within an acceptable range relative to comparable land sales in eastern Boulder County and southwest Weld County. Approval of the attached Purchase and Sale Agreement will allow the Town to proceed with environmental and other due diligence investigations. The purchase will proceed only if the Town's investigations are satisfactory.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS: Resolution 14-76

RESOLUTION NO. 14-76

A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF A 1.63 ACRE PARCEL OF REAL PROPERTY LOCATED IN THE VICINITY OF EAST COUNTY LINE ROAD AND COLORADO HIGHWAY 7, ERIE, COLORADO; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town desires to enter into a Purchase and Sale Agreement with Emily Lyn Boele in order to purchase the real property described as a 1.63 acre parcel of land located in the in the vicinity of East County Line Road and Colorado Highway 7, Erie, Colorado, which real property is needed for open space purposes by the Town (the "Property"); and,

WHEREAS, the Town of Erie, Colorado desires to purchase the Property for a price of approximately \$80,295.57 on terms as set forth in the Purchase and Sale Agreement; and,

WHEREAS, the timing and deadlines set forth in the Purchase and Sale Agreement require action on the part of the Town in order to agree to the sale price offer, begin the due diligence process for the purchase the Property, and to obtain the Property for the Town's use; 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 Purchase and Sale Agreement.

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

Section 1. That the Purchase and Sale Agreement between the Town of Erie and Emily Lyn Boele, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement for purchase of the Property.

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

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

ADOPTED AND APPROVED THIS 24TH DAY OF JUNE, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, CMC, Town Clerk

PURCHASE AND SALE AGREEMENT
(Vacant Land)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the ____ day of _____, 2014, by and between EMILY LYN BOELE, having an address at 925 Rosebay Way Templeton, California 93405 ("Seller"), and the TOWN OF ERIE, a Colorado municipal corporation, having an address at 645 Holbrook Street, P.O. Box 750, Erie, Colorado, 80516 ("Purchaser").

EB 93465

RECITALS

A. Seller is the fee owner of that certain parcel of real property located in the County of Boulder, State of Colorado, and which is more particularly described on Exhibit A attached hereto and made a part hereof.

B. As used in this Agreement, the term "Property" includes all of the following: (1) the real property described on Exhibit A together with all reversions, remainders, easements, rights-of-way, appurtenances, agreements, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with said real property or the Improvements (as defined below), together with all of Seller's right, title and interest in and to any strips of land, streets and alleys abutting or adjoining such real property, and together with any and all minerals and mineral rights, water and water rights (whether decreed or undecreed, tributary, nontributary or not nontributary, surface or underground, appropriated or unappropriated, permitted or unpermitted), wells, well rights and well permits, water and sewer taps and any water service agreements which shall be assigned to Purchaser or sanitary or storm sewer capacity appurtenant or appertaining to or otherwise benefiting or used in connection with the real property (the "Land"); (2) the existing buildings and other improvements, structures, open parking facilities and fixtures placed, constructed, installed or located on the Land, if any, and all plants, trees, sculptures and other appurtenances located upon, over or under the Land (collectively, the "Improvements;" the Land and Improvements are sometimes hereinafter collectively referred to as the "Real Property"); (3) all right, title and interest of Seller as landlord, under all leases, tenancies or occupancy arrangements affecting any portion of the Real Property (the "Tenant Leases"), all prepaid rents under the Tenant Leases applicable to the period from and after the Closing (as defined below), and security and other deposits under the Tenant Leases; (4) all right, title and interest of Seller in and to all contracts, agreements or commitments, oral or written, other than the Tenant Leases, relating to the Real Property, if any (the "Contracts"), to the extent that they are assignable; (5) all right, title and interest of Seller in and to all unexpired warranties, guaranties and bonds, including, without limitation, contractors' and manufacturers' warranties or guaranties, relating to the Real Property to the extent that they are assignable, if any (the "Warranties"); (6) all right, title and interest of Seller in and to all governmental or quasi-governmental permits, agreements, licenses, certificates and authorizations, including, without limitation, certificates of occupancy, relating to the construction, use or operation of the Real Property to the extent that they are assignable, if any (the "Permits"); (7) all right, title and interest of Seller in and to all surveys, soil and substratus studies, architectural drawings and environmental studies or reports if existing and in Seller's possession or control that relate to the Real Property (the "Plans"); and (8) any and all other rights, privileges, and appurtenances owned by Seller and in any way related to, or used in connection with the operation of the Real Property to the extent that they are assignable (the "Intangible Property").

C. Seller now desires to sell and Purchaser now desires to purchase all of Seller's right, title and interest in and to the Property, upon the terms and covenants and subject to the conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

ARTICLE I
Purchase and Sale of the Property

1.1 Purchase. For the consideration hereinafter set forth, but subject to the terms, provisions, covenants and conditions contained herein, Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of the Property.

1.2 Purchase Price. The total purchase price (the "Purchase Price") for the Property shall be Eighty Thousand Two Hundred Ninety-five and 57/100s Dollars (\$80,295.57), adjusted as set forth herein, below. The Purchase Price shall be payable as follows:

(a) Deposit. Within five Business Days (as hereinafter defined) after the Effective Date (as hereinafter defined in Section 12.4), Purchaser will deliver an earnest money deposit in the amount of One Thousand Dollars (\$1,000.00) to Fidelity National Title Company, Longmont, Colorado (the "Title Company"). The Title Company will hold such One Thousand Dollars (\$1,000.00) as an earnest money deposit hereunder pursuant to the terms and provisions hereof (the "Deposit"). The Title Company will deposit such cash amount in an interest-bearing, insured account and continue to hold such money as the Deposit hereunder pursuant to the terms and provisions hereof. The Deposit shall earn interest which shall be credited to the Purchaser and the full amount shall be applied to the Purchase Price at Closing. The Deposit shall be fully refundable to the Purchaser during the Inspection Period and after such shall constitute liquidated damages in the event of Purchaser's default.

(b) Balance. The balance of the Purchase Price, subject to prorations and adjustments in accordance with Article X hereof, will be paid in good funds in compliance with laws on the Closing Date (as hereinafter defined in Article IX), in such manner, place and account as Seller may, by prior notice, instruct.

(c) Adjustment of Purchase Price. The final Purchase Price shall be determined in conjunction with the final purchase price to be paid for the Marilyn Messersmith real property ("Messersmith Land") which lies adjacent to the Property. The combined price for the Property and the Messersmith Land shall equal Two Hundred Thousand Dollars (\$200,000.00). The final Purchase Price shall be adjusted according to the Town-obtained survey of the Property and the Messersmith Land so that each property shall receive the pro-rata share of the Two Hundred Thousand Dollars (\$200,000.00) based upon the square footage of each property.

ARTICLE II
Seller's Deliveries

It is understood by the parties that Purchaser will be relying on Seller's Deliveries (as defined herein) in order to conduct Purchaser's inspection and due diligence investigation of the Property. Except as otherwise provided below, Seller will, within Ten (10) days after the Effective Date (as defined below), at Seller's expense, deliver, or cause to be delivered to Purchaser, the following (collectively, the "Seller's Deliveries"):

2.1 Title Insurance Commitment. A current title insurance commitment issued by the Title Company, including the best available copies of all recorded exceptions to title referred to therein (collectively, the "Title Commitment"), showing marketable title to the Real Property to be vested in Seller and committing to insure such title to the Real Property in Purchaser by the issuance of a 2006 ALTA form of extended coverage policy of owner's title insurance, with the standard printed exceptions deleted, in the amount of the Purchase Price, subject to the satisfaction of the requirements of the instruments to be delivered at the Closing as contemplated hereby and any affidavits and agreements of Purchaser and Seller which the Title Company requires in connection with deletion of the standard printed exceptions. Purchaser will review the Title Commitment as part of its investigation of the Property during the Inspection Period. Purchaser will have the right to negotiate with Title Company in order to cause Title Company to modify the Title Commitment to reflect only those exceptions to title that are acceptable to Purchaser. Seller hereby agrees to cooperate with any of Purchaser's negotiations with the Title Company. If Purchaser does not terminate this Agreement pursuant to Section 3.2 hereof, then the exceptions to title disclosed in the Title Commitment and approved by Purchaser in writing, excluding (a) any delinquent taxes or assessments, (b) any monetary liens or encumbrances which are not a result of the action of Purchaser, its representatives, agents or contractors, and (c) any standard printed exceptions, will be the "Permitted Exceptions" hereunder.

2.2 Environmental Studies. Copies of all environmental studies, reports and information in Seller's possession or control, including, without limitation, correspondence from any governmental or quasi-governmental authorities having jurisdiction over the Property (a "Governmental Authority"), concerning the environmental condition of the Property (all of the foregoing being hereinafter referred to as "Seller's Environmental Information").

2.3 Phase I Environmental Site Assessment Report. Purchaser may obtain a current Phase I Environmental Site Assessment Report for the Property and, in the event an environmental hazard or a potential contamination of any sort, in the sole discretion of Purchaser, has been identified on the Property, a current Phase II Environmental Site Assessment Report for the Property (collectively, the "Environmental Reports"). Purchaser shall pay all costs associated with the Environmental Reports.

2.4 Other Information. True, accurate and complete copies of all documents in any way related to the prior development, usage, operation or marketability of the Property which are in the possession or control of Seller, including, without limitation, information related to utilities to the Property and adverse conditions. Such documents shall include, without limitation, surveys, all environmental, soils and engineering tests, appraisals, reports, contracts, and other studies ordered or performed at the direction of Seller.

2.4 Survey. Seller shall provide to Purchaser any/all survey(s) the Seller currently possesses. Purchaser may obtain a current pinned survey of Property ("Survey"). Purchaser shall pay all costs associated with any Survey obtained by the Purchaser.

2.5 Disclosure. A written disclosure from Seller to Purchaser of all easements, liens or other title matters not shown by public records of which Seller has current actual knowledge.

2.6 Leases. Copies of all leases currently in effect on the Property.

ARTICLE III **Investigation of the Property**

3.1 Inspection of Property. Purchaser will have until 5:00 p.m., Mountain Time, on the date that is Sixty (60) days after the Effective Date (as it may be extended, as set forth below, the "Inspection Period"), to investigate and evaluate the Property, the zoning and other governmental limitations applicable to the Property, Seller's Deliveries and all other documents and/or information provided to Purchaser pursuant to Article II, and any other aspects or characteristics of the Property which may affect its acquisition, ownership, development, usage, operation, marketability or economic viability. Such right of investigation will include, without limitation, the right to enter the Property and have made, at Purchaser's expense, any studies, inspections or plans of the Property as Purchaser may deem necessary or appropriate, including environmental studies and/or flood plain studies. Seller agrees to cooperate reasonably with any such investigations, inspections or studies made by or at Purchaser's direction so long as such cooperation is at no expense to Seller. Seller agrees that, during the Inspection Period, Purchaser will have access at all reasonable times upon reasonable prior notice to Seller's books and records concerning the Property, and will be permitted to make copies of such books and records at Purchaser's expense. Purchaser will indemnify, defend and hold Seller harmless from any expenses, damages and liabilities, including reasonable attorneys' fees that Seller may suffer or incur arising out of any claims for property damage, personal injury or claims from materialmen, or laborers which arise from Purchaser's investigations under this Section 3.1. The provisions of this Section shall survive the Closing or termination of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Inspection Period shall be extended by three (3) days for each and every day that Seller fails to deliver to Purchaser the Seller's Deliveries as and when required by Article II.

3.2 Termination. If on or before the expiration of the Inspection Period, Purchaser gives Seller written notice setting forth Purchaser's dissatisfaction with the Property or any characteristic thereof, in Purchaser's sole discretion, for any reason whatsoever, then this Agreement shall terminate, the Deposit shall be returned to Purchaser and both parties shall be relieved from any further liability hereunder, except for any liabilities and obligations which by their terms survive any termination of this Agreement. If Purchaser does not terminate this Agreement as described in the preceding sentence, then this Agreement shall remain in full force and effect in accordance with its terms.

ARTICLE IV

Title

At Closing hereunder, Seller will convey to Purchaser by General Warranty Deed good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances and subject only to the Permitted Exceptions. Seller will not, after the date hereof, sell, convey, option or contract to do any of the foregoing or otherwise convey, abandon, relinquish, cloud or encumber title to the Property or any part thereof or contract to do any of the foregoing in a manner which would survive Closing except as may be expressly provided for herein. At Closing, Seller will cause the Title Company to issue to Purchaser, or unconditionally commit to issue to Purchaser after Closing, a 2006 ALTA form of extended coverage owner's policy of title insurance insuring marketable, insurable title to the Property in Purchaser in the amount of the Purchase Price for such Property, subject only to the Permitted Exceptions (the "Title Policy"). At Closing, Seller will pay for the title insurance policy insuring the Purchaser's purchase. If any update of the Title Commitment issued after expiration of the Inspection Period shall show any exceptions which are not Permitted Exceptions or shall contain any additional requirements, which exceptions or additional requirements are caused by Seller (or anyone acting by, through or under Seller or its affiliates) without Purchaser's prior written consent (which may be withheld in Purchaser's sole discretion), Seller will, at its sole cost and expense, within the earlier of Thirty (30) days or the Closing Date, cure such exceptions and satisfy such requirements. Seller's obligation to cure such exceptions will, if such method is acceptable to Purchaser as to any specific exception, include the obligation to obtain title insurance protection for Purchaser against such exception and to pay additional premiums or costs which the Title Company charges for such protection. If each of such exceptions has not been cured by Seller or waived by Purchaser within the earlier of Thirty (30) days or the Closing Date, and Purchaser does not elect to waive such exception or requirements, Purchaser will be entitled to all rights and remedies therefor, including, without limitation, specific performance with abatement and/or damages on account of the existence of any such exceptions which are not Permitted Exceptions or for any requirements which are not satisfied by Seller, or termination of this Agreement and the return of the Deposit. If a third party (not related to Seller or anyone acting by, through or under Seller or its affiliates) causes such new title exception or additional requirements, Seller will, at its sole cost and expense, within the earlier of Thirty (30) days or the Closing Date, cure such exceptions and satisfy such requirements; provided, however, that if Seller is unable cure such exceptions and satisfy such requirements using its best efforts, Purchaser's only right will be to either waive its objection thereto or to terminate this Agreement. In the event of any such termination, the Deposit will be returned to Purchaser and the parties will thereupon be relieved of all further liabilities and obligations hereunder, except for any liabilities and obligations which by their terms survive any termination of this Agreement.

ARTICLE V

Representations and Warranties

5.1 Seller's Representations and Warranties. To Seller's current actual knowledge, without inquiry and without duty to inquire, Seller represents, warrants and covenants to Purchaser that the following are true and correct:

(a) No Possessory Rights; No Third Party Interests. Except for any parties in possession pursuant to, and any rights of possession granted under, the Permitted Exceptions, there are no parties in possession of any part of the Property, and there are no other rights of possession which have been granted to any third party or parties. Seller has not granted to any party any option, contract or other agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein.

(b) No Liens. There are no mechanics' or materialmen's liens of record against the Property, nor are there any unsatisfied charges, debts, liabilities, claims or obligations arising from the construction, ownership, maintenance or operation of or otherwise relating to the Property, which could give rise to any mechanics' or materialmen's or constitutional, statutory or common law lien against the Property, or any part thereof.

(c) Contracts and Tenant Leases. Seller is not in default of any of its obligations under the Permitted Exceptions, the Contracts or the Tenant Leases. There are no Tenant Leases. There are no Contracts other than those set forth on the list of Contracts delivered by Seller to Purchaser hereunder.

(d) Compliance with Law. Except as otherwise disclosed to Purchaser as part of Seller's Deliveries, Seller has not received notice of any violation of any applicable statutes, ordinances, codes (including, but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety, and engineering codes), and the rules and regulations of, any Governmental Authority. With respect to the Property, there are no violations of any applicable statutes, ordinances, codes (including, but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety, and engineering codes), and the rules and regulations of, any Governmental Authority.

(e) No Actions. There are no actions, suits, proceedings or claims pending, or to Seller's knowledge, contemplated or threatened, with respect to or in any manner affecting the Property or the ability of the Seller to consummate the transaction contemplated by this Agreement. There are no pending condemnation or similar proceedings or special assessments affecting the Property, or any part thereof, and to the best of Seller's knowledge, no such proceeding or assessment is contemplated or threatened by any Governmental Authority. No filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed with regard to Seller.

(f) Assumption of Obligations. Purchaser, by virtue of the purchase of the Property will not be required to satisfy any obligation of Seller other than those expressly assumed by Purchaser pursuant to this Agreement, any obligations imposed under the Permitted Exceptions or any obligations which may be incurred under any expressly assumed Permits or Contracts.

(g) Hazardous Material. To Seller's knowledge, except as disclosed in any environmental or engineering reports or studies delivered by Seller to Purchaser as part of the Seller's Environmental Information: (i) the Property has not at any time been used for the purpose of storing, manufacturing, releasing or dumping Hazardous Materials (as hereinafter defined), and there are no Hazardous Materials located at, on or under the Property, except for normal quantities of Hazardous Materials utilized in connection with the maintenance and operation of the Property in compliance with all Environmental Laws (as hereinafter defined), and (ii) no underground storage tanks, pipelines or clarifiers have been or are located on the Property. As used in this Agreement, "Hazardous Materials" shall mean any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products, polychlorinated biphenyls and urea formaldehyde insulation. As used in this Agreement, "Environmental Law" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Governmental Authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or the release or threatened release of Hazardous Materials into the environment.

(h) Seller's Deliveries. The copies of any documents furnished to Purchaser pursuant to this Agreement are true, accurate and complete copies of the documents they purport to be. Seller has no knowledge of any misrepresentations or any material inaccuracy in any of Seller's Deliveries that have been provided to Purchaser pursuant to this Agreement.

(i) Authority. Seller has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. Seller has taken all requisite action in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Seller is authorized to do so. Seller will furnish to Purchaser any and all documents to evidence such authority as Purchaser shall reasonably request. The execution and delivery of the Agreement will require no further action or approval in order for the Agreement to constitute binding and enforceable obligations of Seller.

(j) Consents; Binding Obligations. No third party approval or consent is required to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

(k) No Representations; "As Is" Purchase. Except as expressly set forth herein or called for herein or any conveyance documents delivered at Closing, SELLER MAKES NO WARRANTIES OR

REPRESENTATIONS of any kind or character, express or implied, with respect to the Property, its physical condition, income to be derived therefrom or expenses to be incurred with respect thereto, or with respect to information or documents previously furnished to Purchaser or furnished to Purchaser pursuant to this Agreement, or with respect to Seller's obligations or any other matter or thing relating to or affecting the same, and there are no oral agreements, warranties or representations collateral to or affecting the Property except as may otherwise be expressly set forth herein. Notwithstanding anything contained herein to the contrary, this Section shall survive the Closing or any termination of this Agreement.

(l) Materiality. Each of the representations and warranties contained in this Article are acknowledged by Seller to be material and to be relied upon by Purchaser in proceeding with this transaction, shall be deemed to have been remade by Seller as of the date of Closing, shall not be deemed merged into any instrument of conveyance delivered at Closing and shall survive the Closing.

5.2 Purchaser's Representations and Warranties. Purchaser represents, warrants and covenants to Seller that the following are true and correct:

(a) Authority. Purchaser has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. Purchaser has taken all requisite action in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so. Purchaser will furnish to Seller any and all documents to evidence such authority as Seller shall reasonably request.

(b) Consents; Binding Obligations. No third party approval or consent is required to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Purchaser are and shall be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

ARTICLE VI **Seller's Undertakings Pending Closing**

Seller agrees to terminate by written notice to the other party thereto, effective as of Closing, any of the Contracts that Purchaser, pursuant to written notice to Seller, requests Seller to terminate. Seller shall deliver copies of all notices of termination given by Seller hereunder to Purchaser.

ARTICLE VII **Purchaser's Obligation to Close**

Purchaser shall not be obligated to close hereunder unless each of the following conditions shall exist on the date of Closing (the "Closing Date"): (1) the Title Company shall be prepared to issue (or shall unconditionally commit to issue) the Title Policy as described in Article IV; (2) the representations and warranties made by Seller in Article V shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller will so certify; (3) Seller will have, in all material respects, (a) performed all covenants and obligations, and (b) complied with all conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date or each such covenant, obligation and condition shall be waived by Purchaser in writing prior to the Closing; and (4) no part of the Property shall be about to be acquired, or shall previously have been acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof. If any condition specified in this Article VII is not satisfied on or before the Closing Date, Purchaser may, at its option, (a) extend the date for Closing to allow Seller a sufficient time (but not to exceed Thirty (30) days) within which to cure or satisfy such condition, and Seller will immediately commence prosecution of such cure or satisfaction and diligently pursue the same to completion, at which time a new Closing Date shall be scheduled within Ten (10) days from Purchaser's acceptance of such cure or satisfaction, (b) waive such condition either at the time originally established for Closing or at any time thereafter and proceed to Closing, (c) terminate this Agreement by written notice thereof to Seller, in which case the Deposit shall be returned to Purchaser, or (d) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 11.1 hereof. Notwithstanding the foregoing, if eminent domain proceedings are commenced against any portion of the Property, Seller shall immediately give notice thereof

to Purchaser, and Purchaser at its option may either (i) exercise any of the remedies available to Purchaser in this Article VII, or (ii) proceed to Closing and receive at Closing either a credit against the Purchase Price in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding. Prior to Closing, Seller shall not designate counsel, appear in, or otherwise act with respect to any eminent domain proceedings, or commence any repair or restoration resulting therefrom, without the consent of Purchaser.

Nothing contained herein to the contrary withstanding, Purchaser's obligation to close hereunder is specifically contingent upon Purchaser's successful closing and purchase of the Messersmith Land concurrently with the closing on the Property.

ARTICLE VIII **Seller's Obligation to Close**

Seller shall not be obligated to close hereunder unless Purchaser has delivered to the Title Company the Purchase Price as described in Article I hereof.

ARTICLE IX **Closing**

9.1 Time of Closing. The closing ("Closing") shall take place in the offices of the Title Company at the time specified by Purchaser in written notice to Seller. The Closing Date shall be the Thirtieth (30th) day after the expiration of the Inspection Period (as it may be extended) or such earlier date as may be mutually acceptable to the parties. If Closing does not occur, the Deposit shall be returned to Purchaser, paid to Seller or otherwise dealt with, all as provided elsewhere in this Agreement.

9.2 Deliveries. At Closing the following shall occur:

(a) Seller will deliver to Purchaser a duly executed and acknowledged General Warranty Deed, in form satisfactory to Purchaser, conveying good and marketable fee simple title to the Property (including the water and water rights) to Purchaser, free of all liens and encumbrances and subject only to the Permitted Exceptions.

(b) Purchaser will pay to Seller the Purchase Price as provided in Article I hereof, subject to the adjustments described in Article X.

(c) Possession of the Property will be delivered to Purchaser and Seller shall deliver to Purchaser all keys to all locks on such Property within Seller's possession or control.

(d) Seller will execute and deliver to Purchaser and the Title Company an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(e) Seller will execute and deliver to Purchaser an assignment, in form and substance satisfactory to Purchaser, of all of Seller's right, title and interest in and to the Contracts and Tenant Leases, if any are approved by Purchaser, and will deliver to Purchaser, the originals of all of the Contracts and Tenant Leases, if any, including all amendments and modifications thereto.

(f) Seller will execute and deliver to Purchaser a bill of sale and assignment, in form satisfactory to Purchaser, of all of Seller's right, title and interest in and to the Warranties, Permits and Intangible Property, to the extent the same are assignable and will deliver to Purchaser the originals of any Warranties or Permits in Seller's possession or control.

(g) Seller will execute and deliver to Purchaser a bill of sale, deed and assignment, in form satisfactory to Purchaser, of all of Seller's right, title and interest in and to the water rights, if any.

(h) Public utility services shall be transferred or terminated as of the date of the Closing. The provisions of this Section shall survive Closing.

(i) Seller and Purchaser will each execute and deliver to the Title Company such agreements or statements concerning claims for mechanic's liens and any other documents as may be required by the Title Company in order to issue the applicable Title Policy.

(j) Immediately after the Closing, the originals of all Plans in Seller's possession or control and all other materials of whatever kind owned by Seller relating to the design, construction, development, ownership, maintenance and operation of the Property, if any, will be delivered to and become the property of Purchaser.

(k) Seller will, whenever and as often as it shall be reasonably requested to do so by Purchaser, and Purchaser will, whenever and as often as it shall be reasonably requested to do so by Seller, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

ARTICLE X Prorations and Closing Expenses

10.1 Closing Adjustments. The cash due at Closing pursuant to Article I hereof shall be subject to adjustment as of the Closing Date in accordance with the following provisions:

(a) Taxes. Real and personal property taxes on the Property shall be prorated to the Closing Date based on the most recent assessed valuations and mill levy available, which proration shall be deemed a final settlement between the parties.

(b) Liens and Encumbrances. The amount of any lien, deed of trust or other monetary encumbrance (including all prepayment penalties) then affecting the Property other than as a result of the actions of the Purchaser, its representatives, agents or contractors shall be paid from the funds to which Seller shall otherwise be entitled. If such funds are insufficient to pay all such encumbrances, Seller shall pay the deficiency.

(c) Closing Costs. Seller shall pay for any transfer taxes, the cost of recording any instruments required to discharge any liens or encumbrances against the Property, the premium for the Title Policy, Seller's attorneys' fees and one-half of the customary closing costs of the Title Company. Purchaser shall pay for recording Seller's deed, the state documentary fee, Purchaser's attorneys' fees and one-half of the customary closing costs of the Title Company.

10.2 Settlement Sheet. At the Closing, Seller and Purchaser shall execute a closing settlement sheet to reflect the credits, prorations and adjustments contemplated by or specifically provided for in this Agreement.

10.3 Post Closing Adjustments. In general, without limiting any of the foregoing, Seller shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period prior to the Closing Date and Purchaser shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period commencing on the Closing Date and thereafter. Purchaser and Seller shall undertake, following Closing, to adjust between themselves, as of the Closing Date, any income or expenses of the Property that are not adjusted on the settlement statement. Seller shall pay promptly upon receipt any bills relating to the operation of the Property for periods prior to the Closing. Seller shall also pay promptly upon receipt any so called "rollback taxes" imposed on the Property for periods from and after Closing. The terms, covenants and conditions of this Article X will survive the Closing or termination of this Agreement without limitation as to time.

ARTICLE XI
Remedies

11.1 **Breach by Seller.** Time is of the essence of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, Purchaser, at Purchaser's option, shall be entitled to terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and both parties shall be discharged from all duties and performance hereunder, except for any obligations which by their terms survive any termination of this Agreement. In the alternative, Purchaser shall be entitled to specific performance, or damages or both.

11.2 **Breach by Purchaser.** Time is of the essence of Purchaser's obligations hereunder. In the event that Purchaser is in default of any provision hereof, which shall include the failure to provide any notice required by this Agreement, Seller, as a condition precedent to the exercise of its remedies or termination of this Agreement, shall be required to give Purchaser written notice of the same. Purchaser shall have Ten (10) Business Days (as defined below) (or such longer period of time as is reasonably required so long as Purchaser is diligently pursuing said cure) from the receipt of such notice to cure the default or failure to provide notice. If Purchaser timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If Purchaser fails to timely cure such default, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages. The parties hereby agree that the amount of the Deposit is a fair and reasonable estimate of the total detriment that Seller would suffer in the event of Purchaser's default and failure to duly complete the acquisition hereunder.

11.3 **Attorneys' Fees.** If any legal proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party in such suit shall be awarded, in addition to all other remedies or damages, its reasonable attorneys' fees and expenses.

ARTICLE XII
Miscellaneous

12.1 **Brokers.** Seller and Purchaser each hereby represent and warrant to the other that their sole contact with the other or with the Property has been made without the assistance of any broker or other third party. Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that no brokers or finders have been engaged by it, respectively, in connection with the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any such transactions. Seller and Purchaser agree to save and hold each other free, clear and harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any claims for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein.

12.2 **Interpleader.** Seller and Purchaser mutually agree that, in the event of any controversy regarding the Deposit held by the Title Company, unless mutual written instructions for disposition of the Deposit are received by the Title Company, the Title Company shall not take any action, but instead shall wait any proceeding, or else shall interplead all parties and deposit the Deposit into a court of competent jurisdiction, in which case the Title Company may recover all court costs and reasonable attorney's fees incurred in connection therewith. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Title Company, as well as the attorney's fees of the prevailing party. By its execution of this Agreement, the Title Company hereby agrees to treat the Deposit in accordance with the foregoing provisions, which supersede any standard form or other escrow instructions of the Title Company.

12.3 **1031 Exchange.** Seller and Purchaser acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Internal Revenue Code for either Purchaser or Seller. Each party hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by the other party, provided that no party making such accommodation shall be required to acquire any substitute property or incur any cost or expense in connection with such exchange.

12.4 **General.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the party or parties to be bound. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement

contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as expressly herein set forth. Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be requisite to carry out the intent and purpose of this Agreement. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered by facsimile or electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by facsimile, the parties will use their best efforts to deliver originals as promptly as possible after execution. If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing Date) should, under the terms hereof, fall on a day other than a Business Day, then such date shall be automatically extended to the next succeeding Business Day. For purposes of this Agreement, "Business Day" means each day of the year other than Saturdays, Sundays, holidays and days on which banking institutions are generally authorized or obligated by law or executive order to close in the State of Colorado. For purposes of this Agreement, "Effective Date" means the date that this Agreement has been executed by both Seller and Purchaser, as evidenced by later of the dates on the signature blocks below. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. The paragraph headings that appear in this Agreement are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear. Purchaser may assign this Agreement without Seller's written consent, provided that Purchaser provides Seller with prompt notice of the assignment. Any such assignee shall assume all obligations imposed on Purchaser as if the assignee were the original Purchaser under this Agreement. Any assignment of this Agreement by Purchaser shall relieve Purchaser of its obligations and liabilities hereunder. Should Seller consist of more than one person or entity, they shall be jointly and severally liable under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

12.5 Notices. Any notice required or permitted to be sent pursuant to this Agreement shall be in writing and shall be deemed received (a) within the same Business Day when personally delivered; (b) within the same Business Day when sent by confirmed facsimile transmission or electronic delivery; (c) three (3) days after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid, and addressed; or (d) the next Business Day after deposit with Federal Express or a similar overnight courier service, with delivery charges for morning delivery on the next Business Day prepaid. Either party may change its address for notices by written notice to the other party in accordance with this Section 12.5:

If to Seller:

Emily Lyn Boele
925 Rosebay Way
Templeton, California 93465
Telephone: (805) 286-4091
Cell: (858) 603-1253
E-mail: emilyboele@me.com

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

If to Purchaser:

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

Attn: Town Administrator
Telephone: (303) 926-2700
E-mail: ajkrieger@erieco.gov

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
Telephone: (303) 443-3234
Email: mark@mshapirolaw.com

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 12.5.

12.6 Roads Family Plaque. Purchaser agrees to install on the Property or on the Messersmith Land a small plaque acknowledging that the Roads Family sold the land to the Purchaser. The plaque shall be placed at a date/location to be determined by the Purchaser once the Purchaser designs and implements a plan for the Property.

[Signature Page Follows]

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

SELLER:



EMILY LYN BOELE

Date of Execution: 6/4/14

PURCHASER:

TOWN OF ERIE, a Colorado municipal corporation

By: _____
Tina Harris, Mayor

Date of Execution: _____

ATTEST:

By: _____
Nancy Parker, Town Clerk

5/30/14

**RECEIPT AND ACKNOWLEDGEMENT BY
TITLE COMPANY**

The undersigned Title Company, named in the foregoing Agreement, hereby acknowledges receipt of the Deposit and a fully executed copy of this Agreement as of the date set forth below. In addition, the Title Company agrees to hold and disburse the Deposit in accordance with the terms of the Agreement. While the Title Company holds in escrow any Deposit in the form of cash, it agrees to invest it in interest-bearing accounts as provided in the Agreement.

RECEIVED, ACKNOWLEDGED and AGREED TO by the Title Company on this the _____ day of _____, 2014.

By: _____
Print Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

1.63 acres generally described as Lot 9 & Lots 10 & 11 Less part East of Coal Creek, Beynons Subdivision, Section 36, T1N, R69W of the 6th P.M., Boulder County, Colorado, consisting of approximately 1.63 acres.

The total acres purchased shall be determined by an ALTA survey.

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

Board Meeting Date: June 24 2014

SUBJECT: RESOLUTIONS

RESOLUTION 14-77; A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF A 2.43 ACRE PARCEL OF REAL PROPERTY LOCATED IN THE VICINITY OF EAST COUNTY LINE ROAD AND COLORADO HIGHWAY 7, ERIE, COLORADO; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

DEPARTMENT: Administration
PRESENTER: A.J. Krieger, Town Administrator

FISCAL INFORMATION: Cost as Recommended: 0
Balance Available:
Budget Line Item Number:
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Staff recommends approval Resolution 14-77

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Per previous direction of the Board of Trustees and the Open Space and Trails Advisory Board (OSTAB), the Town recently concluded negotiations with the owner of the real property described as a 2.43 acre parcel of land located in the vicinity of Ease County Line Road and Colorado Highway 7, Erie, Colorado for potential acquisition of the real property for open space purposes. The purchase price for the 2.43 acre parcel is \$119,704.43.

This price was determined to be within an acceptable range relative to comparable land sales in eastern Boulder County and southwest Weld County. Approval of the attached Purchase and Sale Agreement will allow the Town to proceed with environmental and other due diligence investigations. The purchase will proceed only if the Town's investigations are satisfactory.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS: Resolution 14-77

RESOLUTION NO. 14-77

A RESOLUTION AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF A 2.43 ACRE PARCEL OF REAL PROPERTY LOCATED IN THE VICINITY OF EAST COUNTY LINE ROAD AND COLORADO HIGHWAY 7, ERIE, COLORADO; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town desires to enter into a Purchase and Sale Agreement with Marilyn Messersmith in order to purchase the real property described as a 2.43 acre parcel of land located in the in the vicinity of East County Line Road and Colorado Highway 7, Erie, Colorado, which real property is needed for open space purposes by the Town (the "Property"); and,

WHEREAS, the Town of Erie, Colorado desires to purchase the Property for a price of approximately \$119,704.43 on terms as set forth in the Purchase and Sale Agreement; and,

WHEREAS, the timing and deadlines set forth in the Purchase and Sale Agreement require action on the part of the Town in order to agree to the sale price offer, begin the due diligence process for the purchase the Property, and to obtain the Property for the Town's use; 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 Purchase and Sale Agreement.

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

Section 1. That the Purchase and Sale Agreement between the Town of Erie and Marilyn Messersmith, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement for purchase of the Property.

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

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

ADOPTED AND APPROVED THIS 24TH DAY OF JUNE, 2014, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, CMC, Town Clerk

PURCHASE AND SALE AGREEMENT
(Vacant Land)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the ____ day of _____, 2014, by and between MARILYN MESSERSMITH, having an address at 509 E. Baseline Road, Lafayette, Colorado 80026 ("Seller"), and the TOWN OF ERIE, a Colorado municipal corporation, having an address at 645 Holbrook Street, P.O. Box 750, Erie, Colorado, 80516 ("Purchaser").

RECITALS

A. Seller is the fee owner of that certain parcel of real property located in the County of Boulder, State of Colorado, and which is more particularly described on Exhibit A attached hereto and made a part hereof.

B. As used in this Agreement, the term "Property" includes all of the following: (1) the real property described on Exhibit A together with all reversions, remainders, easements, rights-of-way, appurtenances, agreements, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with said real property or the Improvements (as defined below), together with all of Seller's right, title and interest in and to any strips of land, streets and alleys abutting or adjoining such real property, and together with any and all minerals and mineral rights, water and water rights (whether decreed or undecreed, tributary, nontributary or not nontributary, surface or underground, appropriated or unappropriated, permitted or unpermitted), wells, well rights and well permits, water and sewer taps and any water service agreements which shall be assigned to Purchaser or sanitary or storm sewer capacity appurtenant or appertaining to or otherwise benefiting or used in connection with the real property (the "Land"); (2) the existing buildings and other improvements, structures, open parking facilities and fixtures placed, constructed, installed or located on the Land, if any, and all plants, trees, sculptures and other appurtenances located upon, over or under the Land (collectively, the "Improvements;" the Land and Improvements are sometimes hereinafter collectively referred to as the "Real Property"); (3) all right, title and interest of Seller as landlord, under all leases, tenancies or occupancy arrangements affecting any portion of the Real Property (the "Tenant Leases"), all prepaid rents under the Tenant Leases applicable to the period from and after the Closing (as defined below), and security and other deposits under the Tenant Leases; (4) all right, title and interest of Seller in and to all contracts, agreements or commitments, oral or written, other than the Tenant Leases, relating to the Real Property, if any (the "Contracts"), to the extent that they are assignable; (5) all right, title and interest of Seller in and to all unexpired warranties, guaranties and bonds, including, without limitation, contractors' and manufacturers' warranties or guaranties, relating to the Real Property to the extent that they are assignable, if any (the "Warranties"); (6) all right, title and interest of Seller in and to all governmental or quasi-governmental permits, agreements, licenses, certificates and authorizations, including, without limitation, certificates of occupancy, relating to the construction, use or operation of the Real Property to the extent that they are assignable, if any (the "Permits"); (7) all right, title and interest of Seller in and to all surveys, soil and substratus studies, architectural drawings and environmental studies or reports if existing and in Seller's possession or control that relate to the Real Property (the "Plans"); and (8) any and all other rights, privileges, and appurtenances owned by Seller and in any way related to, or used in connection with the operation of the Real Property to the extent that they are assignable (the "Intangible Property").

C. Seller now desires to sell and Purchaser now desires to purchase all of Seller's right, title and interest in and to the Property, upon the terms and covenants and subject to the conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

ARTICLE I
Purchase and Sale of the Property

1.1 Purchase. For the consideration hereinafter set forth, but subject to the terms, provisions, covenants and conditions contained herein, Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of the Property.

1.2 Purchase Price. The total purchase price (the "Purchase Price") for the Property shall be One Hundred Nineteen Thousand Seven Hundred Four and 43/100s Dollars (\$119,704.43), adjusted as set forth herein, below. The Purchase Price shall be payable as follows:

(a) Deposit. Within five Business Days (as hereinafter defined) after the Effective Date (as hereinafter defined in Section 12.4), Purchaser will deliver an earnest money deposit in the amount of One Thousand Dollars (\$1,000.00) to Fidelity National Title Company, Longmont, Colorado (the "Title Company"). The Title Company will hold such One Thousand Dollars (\$1,000.00) as an earnest money deposit hereunder pursuant to the terms and provisions hereof (the "Deposit"). The Title Company will deposit such cash amount in an interest-bearing, insured account and continue to hold such money as the Deposit hereunder pursuant to the terms and provisions hereof. The Deposit shall earn interest which shall be credited to the Purchaser and the full amount shall be applied to the Purchase Price at Closing. The Deposit shall be fully refundable to the Purchaser during the Inspection Period and after such shall constitute liquidated damages in the event of Purchaser's default.

(b) Balance. The balance of the Purchase Price, subject to prorations and adjustments in accordance with Article X hereof, will be paid in good funds in compliance with laws on the Closing Date (as hereinafter defined in Article IX), in such manner, place and account as Seller may, by prior notice, instruct.

(c) Adjustment of Purchase Price. The final Purchase Price shall be determined in conjunction with the final purchase price to be paid for the Emily Boele real property ("Boele Land") which lies adjacent to the Property. The combined price for the Property and the Boele Land shall equal Two Hundred Thousand Dollars (\$200,000.00). The final Purchase Price shall be adjusted according to the Town-obtained survey of the Property and the Boele Land so that each property shall receive the pro-rata share of the Two Hundred Thousand Dollars (\$200,000.00) based upon the square footage of each property.

ARTICLE II
Seller's Deliveries

It is understood by the parties that Purchaser will be relying on Seller's Deliveries (as defined herein) in order to conduct Purchaser's inspection and due diligence investigation of the Property. Except as otherwise provided below, Seller will, within Ten (10) days after the Effective Date (as defined below), at Seller's expense, deliver, or cause to be delivered to Purchaser, the following (collectively, the "Seller's Deliveries"):

2.1 Title Insurance Commitment. A current title insurance commitment issued by the Title Company, including the best available copies of all recorded exceptions to title referred to therein (collectively, the "Title Commitment"), showing marketable title to the Real Property to be vested in Seller and committing to insure such title to the Real Property in Purchaser by the issuance of a 2006 ALTA form of extended coverage policy of owner's title insurance, with the standard printed exceptions deleted, in the amount of the Purchase Price, subject to the satisfaction of the requirements of the instruments to be delivered at the Closing as contemplated hereby and any affidavits and agreements of Purchaser and Seller which the Title Company requires in connection with deletion of the standard printed exceptions. Purchaser will review the Title Commitment as part of its investigation of the Property during the Inspection Period. Purchaser will have the right to negotiate with Title Company in order to cause Title Company to modify the Title Commitment to reflect only those exceptions to title that are acceptable to Purchaser. Seller hereby agrees to cooperate with any of Purchaser's negotiations with the Title Company. If Purchaser does not terminate this Agreement pursuant to Section 3.2 hereof, then the exceptions to title disclosed in the Title Commitment and approved by Purchaser in writing, excluding (a) any delinquent taxes or assessments, (b) any monetary liens or encumbrances which are not a result of the action of Purchaser, its representatives, agents or contractors, and (c) any standard printed exceptions, will be the "Permitted Exceptions" hereunder.

2.2 Environmental Studies. Copies of all environmental studies, reports and information in Seller's possession or control, including, without limitation, correspondence from any governmental or quasi-governmental authorities having jurisdiction over the Property (a "Governmental Authority"), concerning the environmental condition of the Property (all of the foregoing being hereinafter referred to as "Seller's Environmental Information").

2.3 Phase I Environmental Site Assessment Report. Purchaser may obtain a current Phase I Environmental Site Assessment Report for the Property and, in the event an environmental hazard or a potential contamination of any sort, in the sole discretion of Purchaser, has been identified on the Property, a current Phase II Environmental Site Assessment Report for the Property (collectively, the "Environmental Reports"). Purchaser shall pay all costs associated with the Environmental Reports.

2.4 Other Information. True, accurate and complete copies of all documents in any way related to the prior development, usage, operation or marketability of the Property which are in the possession or control of Seller, including, without limitation, information related to utilities to the Property and adverse conditions. Such documents shall include, without limitation, surveys, all environmental, soils and engineering tests, appraisals, reports, contracts, and other studies ordered or performed at the direction of Seller.

2.4 Survey. Seller shall provide to Purchaser any/all survey(s) the Seller currently possesses. Purchaser may obtain a current pinned survey of Property ("Survey"). Purchaser shall pay all costs associated with any Survey obtained by the Purchaser.

2.5 Disclosure. A written disclosure from Seller to Purchaser of all easements, liens or other title matters not shown by public records of which Seller has current actual knowledge.

2.6 Leases. Copies of all leases currently in effect on the Property.

ARTICLE III **Investigation of the Property**

3.1 Inspection of Property. Purchaser will have until 5:00 p.m., Mountain Time, on the date that is Sixty (60) days after the Effective Date (as it may be extended, as set forth below, the "Inspection Period"), to investigate and evaluate the Property, the zoning and other governmental limitations applicable to the Property, Seller's Deliveries and all other documents and/or information provided to Purchaser pursuant to Article II, and any other aspects or characteristics of the Property which may affect its acquisition, ownership, development, usage, operation, marketability or economic viability. Such right of investigation will include, without limitation, the right to enter the Property and have made, at Purchaser's expense, any studies, inspections or plans of the Property as Purchaser may deem necessary or appropriate, including environmental studies and/or flood plain studies. Seller agrees to cooperate reasonably with any such investigations, inspections or studies made by or at Purchaser's direction so long as such cooperation is at no expense to Seller. Seller agrees that, during the Inspection Period, Purchaser will have access at all reasonable times upon reasonable prior notice to Seller's books and records concerning the Property, and will be permitted to make copies of such books and records at Purchaser's expense. Purchaser will indemnify, defend and hold Seller harmless from any expenses, damages and liabilities, including reasonable attorneys' fees that Seller may suffer or incur arising out of any claims for property damage, personal injury or claims from materialmen, or laborers which arise from Purchaser's investigations under this Section 3.1. The provisions of this Section shall survive the Closing or termination of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Inspection Period shall be extended by three (3) days for each and every day that Seller fails to deliver to Purchaser the Seller's Deliveries as and when required by Article II.

3.2 Termination. If on or before the expiration of the Inspection Period, Purchaser gives Seller written notice setting forth Purchaser's dissatisfaction with the Property or any characteristic thereof, in Purchaser's sole discretion, for any reason whatsoever, then this Agreement shall terminate, the Deposit shall be returned to Purchaser and both parties shall be relieved from any further liability hereunder, except for any liabilities and obligations which by their terms survive any termination of this Agreement. If Purchaser does not terminate this Agreement as described in the preceding sentence, then this Agreement shall remain in full force and effect in accordance with its terms.

ARTICLE IV

Title

At Closing hereunder, Seller will convey to Purchaser by General Warranty Deed good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances and subject only to the Permitted Exceptions. Seller will not, after the date hereof, sell, convey, option or contract to do any of the foregoing or otherwise convey, abandon, relinquish, cloud or encumber title to the Property or any part thereof or contract to do any of the foregoing in a manner which would survive Closing except as may be expressly provided for herein. At Closing, Seller will cause the Title Company to issue to Purchaser, or unconditionally commit to issue to Purchaser after Closing, a 2006 ALTA form of extended coverage owner's policy of title insurance insuring marketable, insurable title to the Property in Purchaser in the amount of the Purchase Price for such Property, subject only to the Permitted Exceptions (the "Title Policy"). At Closing, Seller will pay for the title insurance policy insuring the Purchaser's purchase. If any update of the Title Commitment issued after expiration of the Inspection Period shall show any exceptions which are not Permitted Exceptions or shall contain any additional requirements, which exceptions or additional requirements are caused by Seller (or anyone acting by, through or under Seller or its affiliates) without Purchaser's prior written consent (which may be withheld in Purchaser's sole discretion), Seller will, at its sole cost and expense, within the earlier of Thirty (30) days or the Closing Date, cure such exceptions and satisfy such requirements. Seller's obligation to cure such exceptions will, if such method is acceptable to Purchaser as to any specific exception, include the obligation to obtain title insurance protection for Purchaser against such exception and to pay additional premiums or costs which the Title Company charges for such protection. If each of such exceptions has not been cured by Seller or waived by Purchaser within the earlier of Thirty (30) days or the Closing Date, and Purchaser does not elect to waive such exception or requirements, Purchaser will be entitled to all rights and remedies therefor, including, without limitation, specific performance with abatement and/or damages on account of the existence of any such exceptions which are not Permitted Exceptions or for any requirements which are not satisfied by Seller, or termination of this Agreement and the return of the Deposit. If a third party (not related to Seller or anyone acting by, through or under Seller or its affiliates) causes such new title exception or additional requirements, Seller will, at its sole cost and expense, within the earlier of Thirty (30) days or the Closing Date, cure such exceptions and satisfy such requirements; provided, however, that if Seller is unable cure such exceptions and satisfy such requirements using its best efforts, Purchaser's only right will be to either waive its objection thereto or to terminate this Agreement. In the event of any such termination, the Deposit will be returned to Purchaser and the parties will thereupon be relieved of all further liabilities and obligations hereunder, except for any liabilities and obligations which by their terms survive any termination of this Agreement.

ARTICLE V

Representations and Warranties

5.1 Seller's Representations and Warranties. To Seller's current actual knowledge, without inquiry and without duty to inquire, Seller represents, warrants and covenants to Purchaser that the following are true and correct:

(a) No Possessory Rights; No Third Party Interests. Except for any parties in possession pursuant to, and any rights of possession granted under, the Permitted Exceptions, there are no parties in possession of any part of the Property, and there are no other rights of possession which have been granted to any third party or parties. Seller has not granted to any party any option, contract or other agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein.

(b) No Liens. There are no mechanics' or materialmen's liens of record against the Property, nor are there any unsatisfied charges, debts, liabilities, claims or obligations arising from the construction, ownership, maintenance or operation of or otherwise relating to the Property, which could give rise to any mechanics' or materialmen's or constitutional, statutory or common law lien against the Property, or any part thereof.

(c) Contracts and Tenant Leases. Seller is not in default of any of its obligations under the Permitted Exceptions, the Contracts or the Tenant Leases. There are no Tenant Leases. There are no Contracts other than those set forth on the list of Contracts delivered by Seller to Purchaser hereunder.

(d) Compliance with Law. Except as otherwise disclosed to Purchaser as part of Seller's Deliveries, Seller has not received notice of any violation of any applicable statutes, ordinances, codes (including, but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety, and engineering codes), and the rules and regulations of, any Governmental Authority. With respect to the Property, there are no violations of any applicable statutes, ordinances, codes (including, but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety, and engineering codes), and the rules and regulations of, any Governmental Authority.

(e) No Actions. There are no actions, suits, proceedings or claims pending, or to Seller's knowledge, contemplated or threatened, with respect to or in any manner affecting the Property or the ability of the Seller to consummate the transaction contemplated by this Agreement. There are no pending condemnation or similar proceedings or special assessments affecting the Property, or any part thereof, and to the best of Seller's knowledge, no such proceeding or assessment is contemplated or threatened by any Governmental Authority. No filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed with regard to Seller.

(f) Assumption of Obligations. Purchaser, by virtue of the purchase of the Property will not be required to satisfy any obligation of Seller other than those expressly assumed by Purchaser pursuant to this Agreement, any obligations imposed under the Permitted Exceptions or any obligations which may be incurred under any expressly assumed Permits or Contracts.

(g) Hazardous Material. To Seller's knowledge, except as disclosed in any environmental or engineering reports or studies delivered by Seller to Purchaser as part of the Seller's Environmental Information: (i) the Property has not at any time been used for the purpose of storing, manufacturing, releasing or dumping Hazardous Materials (as hereinafter defined), and there are no Hazardous Materials located at, on or under the Property, except for normal quantities of Hazardous Materials utilized in connection with the maintenance and operation of the Property in compliance with all Environmental Laws (as hereinafter defined), and (ii) no underground storage tanks, pipelines or clarifiers have been or are located on the Property. As used in this Agreement, "Hazardous Materials" shall mean any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products, polychlorinated biphenyls and urea formaldehyde insulation. As used in this Agreement, "Environmental Law" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Governmental Authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or the release or threatened release of Hazardous Materials into the environment.

(h) Seller's Deliveries. The copies of any documents furnished to Purchaser pursuant to this Agreement are true, accurate and complete copies of the documents they purport to be. Seller has no knowledge of any misrepresentations or any material inaccuracy in any of Seller's Deliveries that have been provided to Purchaser pursuant to this Agreement.

(i) Authority. Seller has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. Seller has taken all requisite action in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Seller is authorized to do so. Seller will furnish to Purchaser any and all documents to evidence such authority as Purchaser shall reasonably request. The execution and delivery of the Agreement will require no further action or approval in order for the Agreement to constitute binding and enforceable obligations of Seller.

(j) Consents; Binding Obligations. No third party approval or consent is required to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

(k) No Representations; "As Is" Purchase. Except as expressly set forth herein or called for herein or any conveyance documents delivered at Closing, SELLER MAKES NO WARRANTIES OR

REPRESENTATIONS of any kind or character, express or implied, with respect to the Property, its physical condition, income to be derived therefrom or expenses to be incurred with respect thereto, or with respect to information or documents previously furnished to Purchaser or furnished to Purchaser pursuant to this Agreement, or with respect to Seller's obligations or any other matter or thing relating to or affecting the same, and there are no oral agreements, warranties or representations collateral to or affecting the Property except as may otherwise be expressly set forth herein. Notwithstanding anything contained herein to the contrary, this Section shall survive the Closing or any termination of this Agreement.

(1) Materiality. Each of the representations and warranties contained in this Article are acknowledged by Seller to be material and to be relied upon by Purchaser in proceeding with this transaction, shall be deemed to have been remade by Seller as of the date of Closing, shall not be deemed merged into any instrument of conveyance delivered at Closing and shall survive the Closing.

5.2 Purchaser's Representations and Warranties. Purchaser represents, warrants and covenants to Seller that the following are true and correct:

(a) Authority. Purchaser has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. Purchaser has taken all requisite action in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so. Purchaser will furnish to Seller any and all documents to evidence such authority as Seller shall reasonably request.

(b) Consents; Binding Obligations. No third party approval or consent is required to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Purchaser are and shall be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

ARTICLE VI **Seller's Undertakings Pending Closing**

Seller agrees to terminate by written notice to the other party thereto, effective as of Closing, any of the Contracts that Purchaser, pursuant to written notice to Seller, requests Seller to terminate. Seller shall deliver copies of all notices of termination given by Seller hereunder to Purchaser.

ARTICLE VII **Purchaser's Obligation to Close**

Purchaser shall not be obligated to close hereunder unless each of the following conditions shall exist on the date of Closing (the "Closing Date"): (1) the Title Company shall be prepared to issue (or shall unconditionally commit to issue) the Title Policy as described in Article IV; (2) the representations and warranties made by Seller in Article V shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller will so certify; (3) Seller will have, in all material respects, (a) performed all covenants and obligations, and (b) complied with all conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date or each such covenant, obligation and condition shall be waived by Purchaser in writing prior to the Closing; and (4) no part of the Property shall be about to be acquired, or shall previously have been acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof. If any condition specified in this Article VII is not satisfied on or before the Closing Date, Purchaser may, at its option, (a) extend the date for Closing to allow Seller a sufficient time (but not to exceed Thirty (30) days) within which to cure or satisfy such condition, and Seller will immediately commence prosecution of such cure or satisfaction and diligently pursue the same to completion, at which time a new Closing Date shall be scheduled within Ten (10) days from Purchaser's acceptance of such cure or satisfaction, (b) waive such condition either at the time originally established for Closing or at any time thereafter and proceed to Closing, (c) terminate this Agreement by written notice thereof to Seller, in which case the Deposit shall be returned to Purchaser, or (d) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 11.1 hereof. Notwithstanding the foregoing, if eminent domain proceedings are commenced against any portion of the Property, Seller shall immediately give notice thereof

to Purchaser, and Purchaser at its option may either (i) exercise any of the remedies available to Purchaser in this Article VII, or (ii) proceed to Closing and receive at Closing either a credit against the Purchase Price in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding. Prior to Closing, Seller shall not designate counsel, appear in, or otherwise act with respect to any eminent domain proceedings, or commence any repair or restoration resulting therefrom, without the consent of Purchaser.

Nothing contained herein to the contrary withstanding, Purchaser's obligation to close hereunder is specifically contingent upon Purchaser's successful closing and purchase of the Boele Land concurrently with the closing on the Property.

ARTICLE VIII **Seller's Obligation to Close**

Seller shall not be obligated to close hereunder unless Purchaser has delivered to the Title Company the Purchase Price as described in Article I hereof.

ARTICLE IX **Closing**

9.1 **Time of Closing.** The closing ("Closing") shall take place in the offices of the Title Company at the time specified by Purchaser in written notice to Seller. The Closing Date shall be the Thirtieth (30th) day after the expiration of the Inspection Period (as it may be extended) or such earlier date as may be mutually acceptable to the parties. If Closing does not occur, the Deposit shall be returned to Purchaser, paid to Seller or otherwise dealt with, all as provided elsewhere in this Agreement.

9.2 **Deliveries.** At Closing the following shall occur:

(a) Seller will deliver to Purchaser a duly executed and acknowledged General Warranty Deed, in form satisfactory to Purchaser, conveying good and marketable fee simple title to the Property (including the water and water rights) to Purchaser, free of all liens and encumbrances and subject only to the Permitted Exceptions.

(b) Purchaser will pay to Seller the Purchase Price as provided in Article I hereof, subject to the adjustments described in Article X.

(c) Possession of the Property will be delivered to Purchaser and Seller shall deliver to Purchaser all keys to all locks on such Property within Seller's possession or control.

(d) Seller will execute and deliver to Purchaser and the Title Company an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(e) Seller will execute and deliver to Purchaser an assignment, in form and substance satisfactory to Purchaser, of all of Seller's right, title and interest in and to the Contracts and Tenant Leases, if any are approved by Purchaser, and will deliver to Purchaser, the originals of all of the Contracts and Tenant Leases, if any, including all amendments and modifications thereto.

(f) Seller will execute and deliver to Purchaser a bill of sale and assignment, in form satisfactory to Purchaser, of all of Seller's right, title and interest in and to the Warranties, Permits and Intangible Property, to the extent the same are assignable and will deliver to Purchaser the originals of any Warranties or Permits in Seller's possession or control.

(g) Seller will execute and deliver to Purchaser a bill of sale, deed and assignment, in form satisfactory to Purchaser, of all of Seller's right, title and interest in and to the water rights, if any.

(h) Public utility services shall be transferred or terminated as of the date of the Closing. The provisions of this Section shall survive Closing.

(i) Seller and Purchaser will each execute and deliver to the Title Company such agreements or statements concerning claims for mechanic's liens and any other documents as may be required by the Title Company in order to issue the applicable Title Policy.

(j) Immediately after the Closing, the originals of all Plans in Seller's possession or control and all other materials of whatever kind owned by Seller relating to the design, construction, development, ownership, maintenance and operation of the Property, if any, will be delivered to and become the property of Purchaser.

(k) Seller will, whenever and as often as it shall be reasonably requested to do so by Purchaser, and Purchaser will, whenever and as often as it shall be reasonably requested to do so by Seller, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

ARTICLE X

Prorations and Closing Expenses

10.1 Closing Adjustments. The cash due at Closing pursuant to Article I hereof shall be subject to adjustment as of the Closing Date in accordance with the following provisions:

(a) Taxes. Real and personal property taxes on the Property shall be prorated to the Closing Date based on the most recent assessed valuations and mill levy available, which proration shall be deemed a final settlement between the parties.

(b) Liens and Encumbrances. The amount of any lien, deed of trust or other monetary encumbrance (including all prepayment penalties) then affecting the Property other than as a result of the actions of the Purchaser, its representatives, agents or contractors shall be paid from the funds to which Seller shall otherwise be entitled. If such funds are insufficient to pay all such encumbrances, Seller shall pay the deficiency.

(c) Closing Costs. Seller shall pay for any transfer taxes, the cost of recording any instruments required to discharge any liens or encumbrances against the Property, the premium for the Title Policy, Seller's attorneys' fees and one-half of the customary closing costs of the Title Company. Purchaser shall pay for recording Seller's deed, the state documentary fee, Purchaser's attorneys' fees and one-half of the customary closing costs of the Title Company.

10.2 Settlement Sheet. At the Closing, Seller and Purchaser shall execute a closing settlement sheet to reflect the credits, prorations and adjustments contemplated by or specifically provided for in this Agreement.

10.3 Post Closing Adjustments. In general, without limiting any of the foregoing, Seller shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period prior to the Closing Date and Purchaser shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period commencing on the Closing Date and thereafter. Purchaser and Seller shall undertake, following Closing, to adjust between themselves, as of the Closing Date, any income or expenses of the Property that are not adjusted on the settlement statement. Seller shall pay promptly upon receipt any bills relating to the operation of the Property for periods prior to the Closing. Seller shall also pay promptly upon receipt any so called "rollback taxes" imposed on the Property for periods from and after Closing. The terms, covenants and conditions of this Article X will survive the Closing or termination of this Agreement without limitation as to time.

ARTICLE XI
Remedies

11.1 **Breach by Seller.** Time is of the essence of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, Purchaser, at Purchaser's option, shall be entitled to terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and both parties shall be discharged from all duties and performance hereunder, except for any obligations which by their terms survive any termination of this Agreement. In the alternative, Purchaser shall be entitled to specific performance, or damages or both.

11.2 **Breach by Purchaser.** Time is of the essence of Purchaser's obligations hereunder. In the event that Purchaser is in default of any provision hereof, which shall include the failure to provide any notice required by this Agreement, Seller, as a condition precedent to the exercise of its remedies or termination of this Agreement, shall be required to give Purchaser written notice of the same. Purchaser shall have Ten (10) Business Days (as defined below) (or such longer period of time as is reasonably required so long as Purchaser is diligently pursuing said cure) from the receipt of such notice to cure the default or failure to provide notice. If Purchaser timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If Purchaser fails to timely cure such default, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages. The parties hereby agree that the amount of the Deposit is a fair and reasonable estimate of the total detriment that Seller would suffer in the event of Purchaser's default and failure to duly complete the acquisition hereunder.

11.3 **Attorneys' Fees.** If any legal proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party in such suit shall be awarded, in addition to all other remedies or damages, its reasonable attorneys' fees and expenses.

ARTICLE XII
Miscellaneous

12.1 **Brokers.** Seller and Purchaser each hereby represent and warrant to the other that their sole contact with the other or with the Property has been made without the assistance of any broker or other third party. Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that no brokers or finders have been engaged by it, respectively, in connection with the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any such transactions. Seller and Purchaser agree to save and hold each other free, clear and harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any claims for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein.

12.2 **Interpleader.** Seller and Purchaser mutually agree that, in the event of any controversy regarding the Deposit held by the Title Company, unless mutual written instructions for disposition of the Deposit are received by the Title Company, the Title Company shall not take any action, but instead shall wait any proceeding, or else shall interplead all parties and deposit the Deposit into a court of competent jurisdiction, in which case the Title Company may recover all court costs and reasonable attorney's fees incurred in connection therewith. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Title Company, as well as the attorney's fees of the prevailing party. By its execution of this Agreement, the Title Company hereby agrees to treat the Deposit in accordance with the foregoing provisions, which supersede any standard form or other escrow instructions of the Title Company.

12.3 **1031 Exchange.** Seller and Purchaser acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Internal Revenue Code for either Purchaser or Seller. Each party hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by the other party, provided that no party making such accommodation shall be required to acquire any substitute property or incur any cost or expense in connection with such exchange.

12.4 **General.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the party or parties to be bound. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement

contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as expressly herein set forth. Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be requisite to carry out the intent and purpose of this Agreement. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered by facsimile or electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by facsimile, the parties will use their best efforts to deliver originals as promptly as possible after execution. If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing Date) should, under the terms hereof, fall on a day other than a Business Day, then such date shall be automatically extended to the next succeeding Business Day. For purposes of this Agreement, "Business Day" means each day of the year other than Saturdays, Sundays, holidays and days on which banking institutions are generally authorized or obligated by law or executive order to close in the State of Colorado. For purposes of this Agreement, "Effective Date" means the date that this Agreement has been executed by both Seller and Purchaser, as evidenced by later of the dates on the signature blocks below. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. The paragraph headings that appear in this Agreement are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear. Purchaser may assign this Agreement without Seller's written consent, provided that Purchaser provides Seller with prompt notice of the assignment. Any such assignee shall assume all obligations imposed on Purchaser as if the assignee were the original Purchaser under this Agreement. Any assignment of this Agreement by Purchaser shall relieve Purchaser of its obligations and liabilities hereunder. Should Seller consist of more than one person or entity, they shall be jointly and severally liable under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

12.5 Notices. Any notice required or permitted to be sent pursuant to this Agreement shall be in writing and shall be deemed received (a) within the same Business Day when personally delivered; (b) within the same Business Day when sent by confirmed facsimile transmission or electronic delivery; (c) three (3) days after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid, and addressed; or (d) the next Business Day after deposit with Federal Express or a similar overnight courier service, with delivery charges for morning delivery on the next Business Day prepaid. Either party may change its address for notices by written notice to the other party in accordance with this Section 12.5:

If to Seller:

Marilyn Messersmith
509 E. Baseline Road
Lafayette, Colorado 80026
Telephone: (303) 665-5327
E-mail:

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

If to Purchaser:

Town of Erie
P.O. Box 8
Erie, Colorado 80516
Attn: Town Administrator
Telephone: (303) 926-2700

E-mail:

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
Telephone: (303) 443-3234
Email:

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 12.5.

12.6 Roads Family Plaque. Purchaser agrees to install on the Property or on the Boele Land a small plaque acknowledging that the Roads Family sold the land to the Purchaser. The plaque shall be placed at a date/location to be determined by the Purchaser once the Purchaser designs and implements a plan for the Property.

[Signature Page Follows]

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

SELLER:


Marilyn Messersmith
MARILYN MESSERSMITH

Date of Execution: 6-2-2014

PURCHASER:

TOWN OF ERIE, a Colorado municipal corporation

By: _____
Tina Harris, Mayor

Date of Execution: _____

ATTEST:

By: _____
Nancy Parker, Town Clerk

5/30/14

**RECEIPT AND ACKNOWLEDGEMENT BY
TITLE COMPANY**

The undersigned Title Company, named in the foregoing Agreement, hereby acknowledges receipt of the Deposit and a fully executed copy of this Agreement as of the date set forth below. In addition, the Title Company agrees to hold and disburse the Deposit in accordance with the terms of the Agreement. While the Title Company holds in escrow any Deposit in the form of cash, it agrees to invest it in interest-bearing accounts as provided in the Agreement.

RECEIVED, ACKNOWLEDGED and AGREED TO by the Title Company on this the _____ day of _____, 2014.

By: _____
Print Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 12 - 16, Beynons Subdivision, Section 36, T1N, R69W of the 6th P.M., Boulder County, Colorado, consisting of approximately 2.43 acres.

The total acres purchased shall be determined by an ALTA survey.

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

Board Meeting Date: June 24, 2014

SUBJECT:

CONSENT AGENDA:

Resolution 14-78; A Resolution Authorizing The Town Of Erie, Colorado To enter into an Intergovernmental Agreement (IGA) With The Colorado Information Sharing Consortium; Authorizing And Directing The Appropriate Town Officers To Sign Said Agreement; And, Setting Forth Details In Relation Thereto.

DEPARTMENT:

Police

PRESENTER:

Chief of Police, Marc Vasquez

**FISCAL
INFORMATION:**

Cost as Recommended: **NONE**

Balance Available:

Budget Line Item

Number: 000 . 00 . 000 . 000000 . 000000

New Appropriation
Required: Yes No

STAFF RECOMMENDATION:

Approve Resolution 14-78 and Authorize Town Administrator to Sign IGA.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Colorado Information Sharing Consortium (CISC) was created in 2007 to further the sharing of information between and among law enforcement agencies within the State of Colorado through the use of information sharing software. The Board of Trustees funded Erie Police Department's participation in CISC in 2009. The original CISC was formed via a memorandum of understanding (MOU) between the participating agencies. The purpose of creating a governmental authority under Colorado Revised Statutes is to allow the CISC to legally enter into contracts to purchase updated products for a statewide entity, to pursue grant opportunities to fund new and improved technologies and systems, and to provide governmental immunity.

Staff Review:

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

Approved by:



AJ Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-78
- b. CISC IGA
- c. Supporting Documents

RESOLUTION NO. 14-78

A RESOLUTION OF THE TOWN OF ERIE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COLORADO INFORMATION SHARING CONSORTIUM; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICER TO SIGN SAID AGREEMENT; AND SETTING FORTH DETAILS IN RELATION THERETO

WHEREAS, the Parties are each authorized to lawfully provide, establish, maintain, and operate law enforcement services; and

WHEREAS, Part 2 of Article 1, Title 29 of the Colorado Revised Statutes (the "C.R.S.") encourages and authorizes intergovernmental agreements for the joint and cooperative provision of public services; and

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each and to establish a separate legal entity to do so; and

WHEREAS, 21 U.S.C. § 873 and regulations promulgated thereunder authorize certain agencies within the Federal government to cooperate with local, state, tribal, and Federal agencies for the purpose of exchanging certain information;

WHEREAS, the Parties, along with other Colorado law enforcement entities, have previously entered into a nonbinding and voluntary memorandum of understanding (the "MOU") to jointly develop the statewide Colorado Information Sharing Consortium (the "CISC") with the purpose and intent of sharing law enforcement information, primarily through a software product known as COPLINK;

WHEREAS, the Parties, along with the other signatories of the MOU, have determined that it is in the public's best interest to formalize the CISC into a legal entity in order to permit the CISC to enter into contracts and utilize economies of scale for the purchase of future services, products, and maintenance and to enter into information sharing agreements with jurisdictions outside the State of Colorado;

WHEREAS, the Parties and other signatories of the MOU have agreed to organize and operate a separate legal entity pursuant to C.R.S. § 29-1-203(4), which shall be known as the Colorado Information Sharing Consortium; 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 Intergovernmental Agreement by and between the Colorado Information Sharing Consortium and the Town of Erie a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement.

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

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

ADOPTED AND APPROVED THIS 24TH DAY OF JUNE, 2014, 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

**INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

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**INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is effective as of the [_____] day of [_____], 2014 (the "Effective Date," as further defined below) by and between the Adams County Sheriff's Office, the Arapahoe County Sheriff's Office, the City of Aurora, the Colorado Department of Public Safety of the State of Colorado, the City of Colorado Springs, the City of Commerce City, the City and County of Denver, the Douglas County Sheriff's Office, the City of Grand Junction, the Board of County Commissioners of the County of Jefferson, the Board of County Commissioners of the County of Mesa, and all other entities or agencies that sign this Agreement consistent with the requirements herein (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties are each authorized to lawfully provide, establish, maintain, and operate law enforcement services;

WHEREAS, Part 2 of Article 1, Title 29 of the Colorado Revised Statutes (the "C.R.S.") encourages and authorizes intergovernmental agreements for the joint and cooperative provision of public services;

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each and to establish a separate legal entity to do so;

WHEREAS, 21 U.S.C. § 873 and regulations promulgated thereunder authorize certain agencies within the Federal government to cooperate with local, state, tribal, and Federal agencies for the purpose of exchanging certain information;

WHEREAS, the Parties, along with other Colorado law enforcement entities, have previously entered into a nonbinding and voluntary memorandum of understanding (the "MOU") to jointly develop the statewide Colorado Information Sharing Consortium (the "CISC") with the purpose and intent of sharing law enforcement information, primarily through a software product known as COPLINK;

WHEREAS, the Parties, along with the other signatories of the MOU, have determined that it is in the public's best interest to formalize the CISC into a legal entity in order to permit the CISC to enter into contracts and utilize economies of scale for the purchase of future services, products, and maintenance and to enter into information sharing agreements with jurisdictions outside the State of Colorado;

WHEREAS, the Parties and other signatories of the MOU have agreed to organize and operate a separate legal entity pursuant to C.R.S. § 29-1-203(4), which shall be known as the Colorado Information Sharing Consortium; and

WHEREAS, the Parties intend for other entities or agencies to join as Parties to this Agreement by signing a separate signature page to this Agreement consistent with the requirements herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

DEFINITIONS

1. Definitions. In addition to the above defined terms, the following terms shall have the meaning ascribed to them.

- a. "Assigned Employee" shall mean a Party's employee assigned to work full- or part-time on behalf of the CISC.
- b. "Board" shall mean the Board of Directors of the CISC.
- c. "Data" shall mean facts, detailed information, police report narratives, supplemental report narratives, other text-related information as determined and released by each Party's internal information sharing policy, and other materials provided by a Party to the CISC. "Data" shall not mean Intelligence Information (defined below).
- d. "Director" shall mean a director on the Board of the CISC.
- e. "Effective Date" shall be the date written in the preamble, which shall be the date on which the sixth Party signed this Agreement.
- f. "Intelligence Information" shall mean evaluated data relevant to the identification of criminal activity engaged in by an individual or organization reasonably suspected of involvement in criminal activity that meets criminal intelligence system submission criteria as set forth in Part 23 of Title 28 of the Code of Federal Regulations. Intelligence Information is a criminal justice record pursuant to C.R.S. § 24-72-302(4).
- g. "Manager" shall mean a person who is assigned to manage the day-to-day operations of the CISC.
- h. "Representative" shall mean the chief law enforcement officer of each Party or the person designated by the chief law enforcement officer of each Party.

CREATION OF THE COLORADO INFORMATION SHARING CONSORTIUM

2. Creation of the CISC. Pursuant to C.R.S. § 29-1-203(4), the Parties hereby create a separate legal entity known as the Colorado Information Sharing Consortium, or CISC, which shall have the powers, authorities, duties, privileges, immunities, rights, and responsibilities as set forth herein.

3. Principal Place of Business. The principal place of business of the CISC shall be 15001 East Alameda Parkway, Aurora, CO 80012, unless and until otherwise established from time to time by the Board.

4. CISC Purpose. The purpose of the CISC is to facilitate the sharing of Data and Intelligence Information between the Parties and non-Party governmental entities and agencies authorized by the Board.

DATA SHARING AGREEMENT

5. Data Sharing. Each Party shall share Data with the Parties and with non-Party governmental entities or agencies authorized by the Board.

6. Data Use. Shared Data shall only be used for law enforcement purposes consistent with the welfare and protection of the general public.

7. Personnel Authorized to Access Data. Only the Parties' employees and employees of non-Party governmental entities or agencies authorized by the Board shall be allowed to access the Data. All persons with access to the Data must first pass an adequate background screen. The Board shall determine what constitutes an adequate background screen for the purpose of access to Data.

8. Data Security. The Parties and any non-Party governmental entities or agencies authorized by the Board shall maintain, enforce, and follow security requirements for the Data as specified by the Board, including requirements on network configuration and network access.

9. Data Custody and Control. Each Party shall retain custody and control and shall remain the official custodian of any Data shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Data. The CISC shall not release any Data pursuant to a request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.

10. Data Accuracy. The Parties understand that the Data shared by the Parties may not be accurate. The Board may set standards and requirements for Parties to correct inaccurate Data.

11. Intelligence Information.

a. No Obligation to Share. No Party shall be required to share Intelligence Information and may deny a request to share Intelligence Information for any reason.

b. Standard for Sharing. When Intelligence Information is disseminated through the CISC, it shall be disseminated consistent with Part 23 of Title 28 of the Code of Federal Regulations.

c. Policies and Procedures. The Board may set policies and procedures regarding Intelligence Information use, receipt, maintenance, security, and dissemination not inconsistent with Part 23 of Title 28 of the Code of Federal Regulations.

d. Intelligence Information Custody and Control. All Intelligence Information shall remain the sole proprietary information of the Party contributing that Intelligence Information. Each Party shall retain custody and control and shall remain the official custodian of any Intelligence Information shared by that Party. The CISC shall not have custody and control and shall not be the official custodian of any Intelligence Information. The CISC shall not release any Intelligence Information pursuant to a

request under Part 2 or Part 3 of Article 72, Title 24, C.R.S. or pursuant to a subpoena unless specifically ordered to do so by a court of competent jurisdiction.

POWERS OF THE COLORADO INFORMATION SHARING CONSORTIUM

12. Powers of the CISC. In order to enable the CISC to carry out its functions and provide the services described herein, the CISC shall have the power:

- a. Acquire Property. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;
- b. Add Parties. To approve other governmental entities or agencies authorized to lawfully provide, establish, maintain, or operate law enforcement services to join the CISC on the conditions determined by the Board;
- c. Adopt Rules and Regulations. To adopt rules and regulations regarding the exercise of its powers and the carrying out of its purposes;
- d. Apply for Grants. To apply for and receive grants in its own name;
- e. Conduct Business. To conduct its business and affairs for the benefit of the Parties and their residents;
- f. Contract. To enter into, make, and perform contracts of every kind;
- g. Engage Agents. To engage, employ, or appoint agents, including but not limited to accountants, architects, attorneys, consultants, employees, engineers, and managers and to pay the direct and indirect reasonable costs of such agents for services rendered to the CISC;
- h. Fees and Charges. To assess, fix, maintain, and revise fees and charges for functions, services, or facilities provided by the CISC or to cover the cost of operating and managing the CISC; however, pursuant to paragraph 28, neither the CISC nor any Party shall have the power to compel a Party to pay any fees, rates, or charges;
- i. Incur Debt. To incur debts and obligations, deliver bonds or notes for monies borrowed or other obligations of the CISC, and to secure the payment of such bonds or obligations, except that no party shall be liable for any debts or obligations of the CISC;
- j. Legal Process. To litigate, arbitrate, or mediate in its own name;
- k. Receive Contributions. To receive contributions of gifts, grants, or services; and
- l. Terminate a Party's Participation in this Agreement. To terminate or limit a Party's participation in this Agreement.

13. Restrictions on Powers of the CISC. The CISC shall not have the power:

- a. Eminent Domain. To take property by eminent domain;

- b. Obligate Payment. To obligate a Party to pay any money to the CISC or to another Party, except that the CISC may enter into contracts with Parties for the payment of money; or
- c. Tax. To impose taxes.

BOARD OF DIRECTORS

14. Board of Directors. The governing body of the CISC shall be the Board, in which all administrative and legislative power of the CISC is vested. The purpose of the Board is to set policy for the CISC and decide important issues of the CISC.

15. Number of Directors, Term, and Term Limits. There shall be eleven (11) Directors on the Board. Six (6) Directors shall have terms that expire on March 31 of every even numbered year. Five (5) Directors shall have terms that expire on March 31 of every odd numbered year. There shall be no limit to the number of terms an individual may serve as a Director.

16. Eligibility, Appointment, Removal, and Vacancies. Each Director must be an employee of a Party. If a Director is no longer employed by a Party, the Director shall no longer be a Director. A Director may resign at any time and for any reason by giving two weeks prior written notice to the Board. A vacant Director position shall be filled by majority vote of the Representatives as soon as practicable.

- a. Initial Appointment. The initial Directors shall be appointed by the Representatives of the eleven named Parties listed in the preamble of this Agreement. The Representatives of the first six (6) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2016. The Representatives of the next five (5) named Parties that agree to and sign this Agreement shall each appoint one Director, whose terms shall expire on March 31, 2015.

- b. Subsequent Appointment. After the initial Directors' terms expire, all subsequent Directors shall be appointed by a majority vote of the Representatives.

17. Compensation. A Director shall not receive compensation for the Director's service to the CISC. The Board may provide for reimbursement to a Director, Representative, or other person for actual and reasonable expenses incurred while performing duties for the CISC. At no time shall a Director or a Representative be considered an employee of the CISC.

18. Action by the Board at a Meeting. Meetings of the Board may be held at any place that a majority of the Directors on the Board may determine. Directors may attend the meeting in person or by conference telephone or similar communications equipment, and such participation at a meeting shall constitute attendance. The following rules shall apply.

- a. Quorum. The attendance of at least a majority of the Directors of the Board shall constitute a quorum for the transaction of business.

- b. Voting. The affirmative vote of a majority of the Directors on the Board that are present at any meeting at which there is a quorum shall be an act of the Board, unless a supermajority is specified herein or by rules adopted by the Board.

c. Minutes. Minutes of each meeting and a record of each decision shall be kept by the Board.

19. Committees. The Board may designate one or more committees that shall serve at the pleasure of the Board. Any committees shall have the powers and responsibilities granted by the Board to that committee.

20. Alternates and Absentee Voting. A Director may appoint an alternate who will have the same voting rights as the Director when participating in Board meetings in the absence of the Director. Alternates must be employed by a Party. Absentee voting, where a Director votes without attending a meeting (whether in person or by other communications equipment) or without appointing an alternate, is not allowed.

21. Representative's Right to Attend Meetings. Each Representative, or an alternate, shall have the right to attend, whether in person or by conference telephone or similar communications equipment, any meeting of the Board and to voice opinions on any matter concerning the CISC.

MANAGEMENT OF THE CISC

22. CISC Manager.

a. Appointment. Upon request from the Board, the Representatives shall jointly nominate one or more persons to be the Manager and submit those persons' names to the Board. Based on those nominations, the Board shall select one or more persons to be the Manager. The appointment of a Manager shall be contingent upon the approval of the Representative of the Party employing the Manager.

b. CISC Manager. The Manager shall manage the day-to-day operations of the CISC and undertake and execute the Board's instructions and directions. The Manager shall have the administrative authority necessary to perform the tasks and responsibilities assigned pursuant to this Agreement. The Board may grant to the Manager any additional administrative authority as the Board deems necessary. The Manager shall attend all meetings of the Board and follow the Board's instructions and directions.

c. Eligibility and Employment. The person(s) serving as the Manager must be an employee of a Party at all times during that person's tenure as the Manager. The Manager shall not be considered an employee of the CISC. The Board may hire an employee of the CISC under terms written and negotiated by the Board to perform the duties of the Manager under the supervision and direction of the Board.

d. Term. The Manager's term is expected to last for two (2) years, but the actual length (whether longer or shorter) shall be determined by agreement between the Board and the Representative of the Party employing the Manager. Whether the Manager works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Manager. The Board may remove the Manager at any time and for any reason. The Representative of the Party employing the Manager may recall the Manager at any time and for any reason by giving sixty (60) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

e. Compensation. The Party employing the Manager shall bear the full cost of the Manager. The CISC shall not be obligated to reimburse the Party employing the Manager for the cost of the Manager. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Manager (or the CISC, if the CISC hires an employee to perform the duties of the Manager) for all or part of the costs associated with employing the Manager. As is stated in paragraph 28 of this Agreement, and consistent with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

23. Additional Assistance from Assigned Employees.

a. Appointment. The Board may seek an Assigned Employee from the Parties. Upon request from the Board, any Representative may volunteer one or more Assigned Employees to work full- or part-time on behalf of the CISC. The Board may accept or decline the person volunteered to become an Assigned Employee.

b. Assigned Employees. Each Assigned Employee shall work under the supervision and direction of the Manager. Each Assigned Employee shall have the administrative authority necessary to undertake and execute the tasks and responsibilities assigned by the Manager and the Board. The Board may grant to any Assigned Employee any additional administrative authority as the Board deems necessary. An Assigned Employee shall attend meetings of the Board if and when the Board or the Manager requests that Assigned Employee's presence.

c. Eligibility and Employment. Any person serving as an Assigned Employee must be an employee of a Party at all times during that person's tenure as an Assigned Employee. The Assigned Employee shall not be considered an employee of the CISC. The Board may hire one or more full- or part-time employees of the CISC under terms written and negotiated by the Board to work under the supervision and direction of the Manager and the Board.

d. Term. The Assigned Employee's term shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. Whether the Assigned Employee works full- or part-time on CISC matters shall be determined by agreement between the Board and the Representative of the Party employing the Assigned Employee. The Board may remove the Assigned Employee at any time and for any reason. The Representative of the Party employing the Assigned Employee may recall the Assigned Employee at any time and for any reason by giving thirty (30) days prior written notice to the Board, unless the Representative and the Board agree to other notification requirements.

e. Compensation. The Party employing an Assigned Employee shall bear the full cost of that Assigned Employee. The CISC shall not be obligated to reimburse the Party employing the Assigned Employee for the cost of the Assigned Employee. However, the Board may assess an annual fee on the Parties to reimburse the Party employing the Assigned Employee (or the CISC, if the CISC employs an employee to perform the duties of the Assigned Employee) for all or part of the costs associated with employing the Assigned Employee. As is stated in paragraph 28 of this Agreement, and consistent

with that paragraph, no Party is obligated to pay any annual fees but may be denied access to the CISC or face other non-monetary penalties.

FINANCIAL

24. Deposits and Expenditures. All funds of the CISC shall be deposited to the credit of the CISC in an interest bearing account. No payments or withdrawals of such funds in an amount over five hundred dollars (\$500) shall be allowed without prior approval of the Board and the written authorization of two (2) Directors. Payments or withdrawals of such funds in amounts up to and including five hundred dollars (\$500) may be authorized by the Manager.
25. Fiscal Agent. The Board may request that a Party or other entity be the fiscal agent for the CISC.
26. Fiscal Year. The fiscal year of the CISC shall be January 1 through December 31 of each year.
27. No Multiple Year Fiscal Obligations. The Parties do not intend to create a multiple year fiscal obligation for any Party by virtue of this Agreement. The Parties acknowledge that any future monetary obligations of any Party are subject to sufficient appropriations by each Party and such appropriations are not guaranteed to be made.

RIGHTS OF PARTIES

28. No Duty to Pay Membership, Annual, or Other Fees. No Party shall be required by this Agreement to pay any membership, annual, or other fees or charges imposed by the Board. The sole remedy for the failure of a Party to pay any fees or charges shall be, at the Board's discretion, (a) exclusion from the CISC, (b) denial of Data and Intelligence Information sharing with other Parties through the CISC, (c) loss of any or all of the privileges and rights of a Party, (d) termination of the non-paying Party's participation in this Agreement, or (e) any combination of the foregoing as determined by the Board.
29. Voluntary Assumption of Debts. A Party may voluntarily elect to be liable, in whole or in part, for any or all of the debts, liabilities, or obligations of the CISC at the sole discretion of that Party.
30. Financial Responsibility. The CISC shall not be required to pay any Party's costs associated with acquiring or maintaining any hardware or licensed software necessary for that Party to participate in the CISC. The Board may agree to pay for expenses incurred by a Party that, in furtherance of the CISC's purposes, (a) maintains goods for use by other Parties or (b) provides services to other Parties.
31. Examination of Records. Any authorized agent of a Party, including an authorized auditor or his or her representative, has the right to access and the right to examine any pertinent fiscal books, documents, papers, and records of the CISC involving fiscal transactions for three (3) years after the date of the fiscal transaction.

32. Addition of New Parties.

a. Law Enforcement Requirement. All Parties, and any entity or agency that becomes a Party, must be governmental entities or agencies that are authorized to lawfully provide, establish, maintain, and operate law enforcement services.

b. Signatories of the MOU. All entities and agencies that signed the MOU prior to the Effective Date are vested with approval to become Parties by signing a separate signature page to this Agreement that states that the new Party agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.

c. Non-Signatories of the MOU. Any entity or agency that did not sign the MOU prior to the Effective Date may become a Party by (i) gaining approval of the Board and (ii) signing a separate signature page to this Agreement that states that the new Party agrees to the terms and conditions of this Agreement. Upon delivery of the signed signature page to the Manager, satisfaction of any conditions imposed by the Board, and payment of any CISC membership fees, if applicable, such entity or agency shall be a Party.

d. CISC Membership Fee. Any entity or agency that signed the MOU prior to the Effective Date and paid a CISC membership fee at that time shall not be required to pay an additional membership fee in order to join the CISC. Any entity or agency that (i) signed the MOU prior to the Effective Date but did not pay a CISC membership fee at the time or (ii) did not sign the MOU prior to the Effective Date may be required to pay a CISC membership fee in an amount determined by the Board as a condition of becoming a Party.

33. Right to Terminate Participation. A Party may terminate its participation in this Agreement by giving written notice to the Board at least sixty (60) days prior to the date of termination, unless the Board and a specific Party have agreed on a different notice period.

GENERAL PROVISIONS

34. Amendments. This Agreement shall not be amended unless seventy-five percent (75%) of the Representatives approve such amendment in writing. The sole remedy for any Party that disagrees with any amendments is to terminate its participation in this Agreement.

35. Construction and Interpretation. The table of contents and the section and other headings and subheadings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

36. Duplicate Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

37. Entire Agreement. This Agreement embodies the entire understanding and agreement among the Parties concerning the CISC and supersedes any and all prior negotiations, understandings, or agreements, including the MOU.

38. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Colorado to the extent not inconsistent with Federal law.

39. Indemnification. Without waiving the protections, limitations, and requirements of the Colorado Governmental Immunity Act in Article 10, Title 24, C.R.S., each Director, Representative, Manager, Assigned Employee, officer, agent, and volunteer shall be provided with a legal defense and indemnification as provided by that person's employer to the extent not inconsistent with Federal law.

40. Mediation. In the event of a dispute between the Parties regarding the interpretation of this Agreement or regarding any issue arising under this Agreement, the Parties hereby agree to the following mediation procedure. First, the disagreeing Parties will submit the issue to the Representatives, who will mediate the disagreement and try to devise an acceptable solution. If that process fails, the disagreeing Parties will submit the issue to the highest elected officials of each Party (*e.g.*, the Mayor of a city or the County Commissioners of a county) who will mediate the disagreement and try to devise an acceptable solution. The highest elected official of each Party may approve a designee to mediate on behalf of that Party. The Parties agree to mediate in good faith. If any disagreeing Party requests a mediator, the disagreeing Parties shall jointly select a mediator and share the cost of the mediator equally. Decisions by the Board are not subject to mediation. This paragraph shall apply to the extent not inconsistent with Federal law.

41. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a Party to this Agreement including any agents, employees, officers, or volunteers of any Party or any entity with whom the CISC contracts.

42. Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any Party, entity, or person by a court of competent jurisdiction, (a) the remainder of this Agreement shall not be affected thereby, (b) such determination shall not affect or impair the validity or enforceability of any other provision, and (c) the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

43. Term. The term of this Agreement shall be unlimited and shall extend until terminated as provided herein.

44. Termination. This Agreement may be terminated upon agreement in writing of seventy-five percent (75%) of the Representatives. Upon termination of the CISC, any monetary funds held by the CISC shall be distributed, after paying the debts and obligations of the CISC, to the Parties proportionate with the number of sworn law enforcement officers employed by each Party. Additionally, upon termination of the CISC, any non-monetary assets shall become the property of the Party in possession of those assets.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

The Adams County Sheriff's Office

By: _____

Name: Doug Darr _____

Title: Adams County Sheriff _____

Date: _____

Attest: _____

Name: _____

The Arapahoe County Sheriff's Office

By: _____

Name: David C. Walcher _____

Title: Arapahoe County Sheriff _____

Date: _____

Attest: _____

Name: _____

The City of Aurora

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The Colorado Department of Public Safety

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The City of Colorado Springs

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The City of Commerce City

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The City and County of Denver

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The Douglas County Sheriff's Office

By: _____

Name: David Weaver

Title: Douglas County Sheriff

Date: _____

Attest: _____

Name: _____

The City of Grand Junction

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The Board of County Commissioners of the County of Jefferson

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

The Board of County Commissioners of the County of Mesa

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: _____

**SEPARATE SIGNATURE PAGE
TO THE
INTERGOVERNMENTAL AGREEMENT
OF THE
COLORADO INFORMATION SHARING CONSORTIUM**

By signing this separate signature page to the Intergovernmental Agreement of the Colorado Information Sharing Consortium (the "Agreement"), the undersigned agrees to be bound by the terms and conditions of the Agreement. Consistent with paragraph 32 of the Agreement, upon delivery of this signed signature page to the Manager of the CISC, satisfaction of any conditions imposed by the Board, if applicable, and payment of any CISC membership fees, if applicable, the undersigned shall be a Party to the Agreement with all the rights and responsibilities thereunder. This signature page shall be appended to the Agreement and shall become part of the Agreement as of the date listed below.

Name of Entity: Click here to enter text.

By:

Name: Click here to enter text.

Title: Click here to enter text.

Date: Click here to enter text.

Attest:

Name: Click here to enter text.

**ERIE POLICE DEPARTMENT
INTER-DEPARTMENT
CORRESPONDENCE**

TO: Chief Vasquez
FROM: Commander Mathis
DATE: June 11, 2014
SUBJECT: Colorado Information Sharing Consortium Intergovernmental Agreement.

Chief,

The purpose of this memorandum is to explain the need for the creation of a formal governmental authority to operate and ensure the long-term sustainability of the Colorado's statewide law enforcement data sharing system. This proposal will require action by The Town of Erie Board of Trustees to approve an Intergovernmental Agreement (IGA). This proposal is simultaneously being brought forward to other elected bodies by the 90-plus sheriffs and police chiefs across Colorado whose agencies use this crucial data system to fight crime.

The Colorado Information Sharing Consortium (CISC) was created in 2007 to further the sharing of information between and among law enforcement agencies within the State of Colorado through the use of "Coplink." Coplink is a software product that connects disparate police records management and other data systems, despite being on different computer operating systems, and allows detectives and police officers to conduct ad hoc inquiries to match evidence, explore tips and hunches, generate leads and solve crime.

The Board of Trustees funded Erie Police Department's participation in Coplink in 2009. Today, there are 90-plus agencies that contribute to Colorado's Coplink database. The system is routinely used hundreds of times a day by detectives, analysts and police officers across the state (including on patrol car computers) to look up suspects, match leads and clues and solve crime.

Prior to the implementation of Coplink, in order for any agency to find out what was held in another agency's records system, a detective had to call the agency directly, find a willing and cooperative counterpart, explain the details of the case and ask for a specific kind of data inquiry that might help solve the crime. Today, the investigating officer can access the other agency's data directly and make as many queries as needed – in as many different and creative ways as possible -- to generate quick leads and solve crime. The success of Coplink in matching suspects to crimes is renown throughout Colorado law enforcement.

The original CISC was formed via a memorandum of understanding (MOU) between the participating agencies. The current CISC, because it is based on a mere MOU, has no legal status or authority. The role of the CISC is to promote participation among all the police and sheriffs' departments to improve information sharing within the state, to review additional software products for possible purchase and implementation, and to promote relationships with other Coplink users throughout the country to improve information sharing across state lines. Additionally, the CISC is tasked with the day-to-day operational requirements of an organization with over 90 agency members.

The purpose of creating a governmental authority under Colorado Revised Statutes is to allow the CISC to legally enter into contracts to purchase updated products for a statewide entity, to pursue



grant opportunities to fund new and improved technologies and systems, and to provide governmental immunity. The Inter-Governmental Agreement (IGA) being presented is the document designed to create the needed governmental authority. The CISC retained counsel to draft the agreement, and it has been approved by the Aurora's City Attorney as to content and form. I recommend approval of this proposal and forwarding to The Town of Erie Board of Trustees for formal action authorizing approval of the Intergovernmental Agreement.

Respectfully,

Commander Richard Lee Mathis

CITIZEN CERTIFICATE OF APPRECIATION

Kevin Moody

During the early morning hours of Friday, June 6, 2014, an adult male suspect unlawfully entered a vehicle belonging to Kevin Moody in the 300 Block of Briggs Street, in the Town of Erie, County of Weld. After entering the vehicle, the suspect began to rifle through Victim Kevin Moody's belongings. Kevin Moody heard his car door open so he headed outside to ascertain what was occurring. To his surprise, his car was being trespassed.

Kevin contacted the male and tried to gain compliance. The male began to struggle and fight with Kevin as he tried to escape. Joseph Ciervo, a relative who was visiting a neighbor of Mr. Moody's, heard the commotion. While Mrs. Ciervo called 911, Joseph ran to assist Mr. Moody with the suspect. Together, Kevin and Joseph were able to detain and subdue the suspect until officers from the Erie Police Department arrived on scene. The adult male was taken into custody and transported to the Weld County Jail.

Thanks to Kevin and Joseph's quick thinking and tenacity, a felony vehicle trespass suspect was apprehended. Mr. Moody and Mr. Ciervo's actions and willingness to become involved are to be commended by the Erie Police Department and the Town of Erie.

Kimberly A. Stewart, Operations Commander

Marco Vasquez, Chief of Police

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 24, 2014

SUBJECT: **PROCLAMATION:**
July is National Parks & Recreation Month

DEPARTMENT: Parks & Recreation

PRESENTER: Farrell Buller, Parks and Recreation Director

FISCAL INFORMATION: Cost as Recommended: N/A

Balance Available:

Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000

New Appropriation Required: Yes No

STAFF RECOMMENDATION: **Proclaim July 2014 as Parks & Recreation Month in Erie**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since 1985, the National Recreation and Parks Association has designated the month of July as National Parks & Recreation Month. Parks and Recreation agencies across the country will utilize this acknowledgement as a time to pull their communities together, get involved in great outdoor activities, and advocate for parks and recreation.

The 2014 theme for National Parks and Recreation month **OUT is IN**. The goal is to focus on setting trends instead of following them, making 2014 the year people go **outside**, change their **outlook**, and get **involved** in their community through parks and recreation.

This year, we will be creating awareness through the creation of a town wide scavenger hunt. This would entail participants finding various landmarks around Erie. Participants will then take a picture of themselves at that location and receive prizes from the Erie Community Center. In addition to the scavenger hunt, we have created a July calendar with Parks & Recreation loaded with activities, and will be offering "mystery" thank you to citizens caught in the act of participant in parks and recreation activities.

We look forward to serving Erie residents and visitors in July as we inspire our community to create many memorable recreation experiences. As part of a nationwide campaign to enhance awareness of the value of parks and recreation, we request that the Mayor formally proclaim July 2014 as "Parks & Recreation Month" in the Town of Erie.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

Attachments:

- a. Proclamation



JULY IS PARKS & RECREATION MONTH A PROCLAMATION BY THE TOWN OF ERIE

WHEREAS parks and recreation services are an integral part of communities throughout this country; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS The Town of Erie, Colorado recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, I, Tina Harris, Mayor of the Town of Erie, do hereby proclaim July as Parks & Recreation Month in the Town of Erie. Let all citizens celebrate the Town of Erie's parks and recreation facilities and recognize the vital contributions of our parks and recreation employees and volunteers. I urge all citizens to enjoy Erie's parks, open spaces, trails, and recreational facilities and programs by taking part in your favorite sports, visiting the outdoors, riding a bike, taking a fitness class, learning to fish, going for a walk, relaxing or spending time with family and friends.

DATED THIS 24th DAY OF JUNE, 2014

ATTEST:

Tina Harris, Mayor

Nancy J. Parker, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: June 24, 2014

SUBJECT: **RESOLUTION AGENDA**
Consideration Of Resolution 14-72; A Resolution Awarding A Owner's Representative Contract To Consilium Partners for the Police Station and Municipal Court Building Construction and Town Hall Remodel Project In The Amount Of \$273,038.25; And, Setting Forth Details In Relation Thereto.:

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Marc Vasquez, Chief of Police

FISCAL INFORMATION: Cost as Recommended: **\$ 273,038.25**
Balance Available: Funds to be appropriated
Budget Line Item 310 . 70 . 110 . 605000 100021
Number: 310 . 70 . 110 . 605000 100066
New Appropriation Required: Yes No

STAFF RECOMMENDATION: Approving Resolution 14-72 approving the award of an Owner's Representative Contract To Consilium Partners, authorizing the Town Administrator to execute said agreement, pending legal review of contact authorizing Staff to expend funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the April 1, 2014 Town of Erie Regular Municipal Election, voters approved funding for the construction of a new police station and municipal court building to improve the safety of the growing community and to replace the outdated workspace for the police and courts currently located at Town Hall. Work on the police station and municipal court building has been in progress since 2011; the Board of Trustees awarded the design contract to Roth Sheppard Architects and approved the purchase of vacant land for the future facility site. Once the police station and municipal court building is completed, the Town Hall remodel will begin. The Town Hall Remodel project is a new project that will consist of evaluating our current space and current staff, then remodel the building to accommodate both current staff while considering future growth.

The Police Station and Town Hall Remodel projects are complex, important projects for the Town of Erie requiring extraordinary attention to detail. To meet the demands of the projects, it is staff's recommendation to hire an owner's representative for these two projects.

An Invitation To Submit Qualifications from Consultants to act as an Owner Representative was posted on April 21, 2014. Proposals were due to the Town on May 12, 2014, seven proposals were received. After staff reviewed the proposal four firms were shortlisted and invited to interview with a committee of staff members.

After the interviews staff collectively agreed that the best firm to represent the Town throughout these two projects was Consilium Partners. Consilium Partners has worked on several municipal projects, including the construction phase of police station and remodeling of existing occupied buildings. They have worked for the Town of Vail, City of Brighton, Boulder, Westminster and Arvada. Consilium Partners has been in business for 6 years, and are a Division of NV5 a national engineering firm.

Project Budget Summary

Contract	
Police Station Construction	\$154,191.30
Town Hall Remodel	\$94,025.95
Contingency 10%	\$ 24,821.00
Total	\$273,038.25

Project Schedule

Notice of Award	June 25, 2014
Completion	
Police Station Construction	Spring 2015
Town Hall Remodel	Summer 2015

Board Goal

This serves the Board's goal for Providing essential Infrastructure and to maintain a safe community in which to live, work and play.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Resolution 14-72

RESOLUTION NO. 14-72

A RESOLUTION OF THE TOWN OF ERIE AWARDING AN OWNER'S REPRESENTATIVE CONTRACT TO CONSILIUM PARTNERS FOR THE POLICE STATION AND MUNICIPAL COURT BUILDING CONSTRUCTION AND TOWN HALL REMODEL PROJECT IN THE AMOUNT OF \$273,038.25; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to award an Owners Representative Contract to Consilium Partners for the Police Station and Municipal Court Building Construction and Town Hall Remodel in the amount of \$273,038.25; and

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

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

Section 1. That the contract between the Town of Erie and Consilium Partners is found to be a reasonable and acceptable owners contract for the Police Station and Municipal Court Building Construction and Town Hall Remodel.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the contract with Consilium Partners and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Erie to said contract in the amount of \$273,038.25 with a contingency not to exceed \$24,821.00.

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

ADOPTED AND APPROVED THIS 24TH DAY OF JUNE, 2014, 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

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 24, 2014

SUBJECT: **ORDINANCES**
ORDINANCE 25-2014; AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, AMENDING TITLE 6 "POLICE AND TRAFFIC REGULATIONS," CHAPTER 8, "OFFENSES REALTING TO GOVERNMENT," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE, COLORADO TO ADD NEW CODE PROVIVISIONS OF THE MUNICIPAL CODE OF THE TOWN OF ERIE, AND SETTING FORTH DETAILS IN RELATION THERETO.

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

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

STAFF RECOMMENDATION: **Approval of Ordinance 25-2014**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The proposed ordinance enacts several provisions related to government operations: disrupting lawful assembly; fail to obey lawful order; threatening public official, town employee; public buildings – trespass, interference. The language of such provisions mirrors state statutory provisions, where appropriate.

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 25-2014

ORDINANCE NO. 25-2014
Series of 2014

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, AMENDING TITLE 6, "POLICE AND TRAFFIC REGULATIONS," CHAPTER 8, "OFFENSES RELATING TO GOVERNMENT," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE, COLORADO TO ADD NEW CODE PROVISIONS; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado has found and determined and does hereby find and determine that it is in the best interest of the Town of Erie to amend Title 6, "Police and Traffic Regulations," Chapter 8, "Offenses Related to Government," of the Municipal Code of the Town of Erie, Colorado to add Code provisions as provided by state law, and that such amendment is necessary for the preservation of the public health, safety and welfare of the residents of the Town and for the financial well being 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. Title 6, "Police and Traffic Regulations," Chapter 8, "Offense Relating to Government," of the Municipal Code of the Town of Erie, Colorado is hereby amended to add a new Section 6-8-10, "Disrupting Lawful Assembly," to read as follows:

6-8-10: DISRUPTING LAWFUL ASSEMBLY:

A. It is unlawful for any person, intending to prevent or disrupt any lawful meeting, procession, or gathering, to significantly obstruct or interfere with the meeting, procession or gathering by physical action, verbal utterance, or any other means.

B. This section is designated a criminal violation, subject to the penalties set forth at §1-4-4.B. of this Code.

Section 2. Title 6, "Police and Traffic Regulations," Chapter 8, "Offense Relating to Government," of the Municipal Code of the Town of Erie, Colorado is hereby amended to add a new Section 6-8-11, "Disrupting Lawful Assembly," to read as follows:

6-8-11: FAIL TO OBEY LAWFUL ORDER:

A. It shall be unlawful for any person to fail to obey the lawful order of a police officer. A "lawful order," as used in the subsection, is an order issued by a police officer in the exercise of his or her assigned duties relating to the enforcement of the penal law, the preservation of the peace, or the protection of the safety of persons or property. A police officer may issue a lawful order while performing his or her assigned duties,

preserving the peace, or protecting the safety of persons or property, when in uniform, or if not in uniform, after having identified him or herself as a police officer.

B. It shall be unlawful for any person to knowingly fail to obey the lawful order of a fire department officer, paramedic or emergency medical technician. A "lawful order," as used in this subsection, is an order issued by a fire department officer, paramedic or emergency medical technician in the exercise of his or her assigned duties at the scene of a fire or other emergency relating to the preservation of the peace or the protection of the safety of persons or property. A fire department officer, paramedic or emergency medical technician may issue a lawful order after having identified him or herself as a fire department officer, paramedic or emergency medical technician.

C. This section is designated a criminal violation, subject to the penalties set forth at §1-4-4.B. of this Code.

Section 3. Title 6, "Police and Traffic Regulations," Chapter 8, "Offense Relating to Government," of the Municipal Code of the Town of Erie, Colorado is hereby amended to add a new Section 6-8-12, "Threatening Public Official, Town Employee," to read as follows:

6-8-12: THREATENING PUBLIC OFFICIAL, TOWN EMPLOYEE:

A. It shall be unlawful for any person to communicate threats of violence, reprisal or any other injurious act to any public official or town employee, agent, who is engaged in the performance of his or her official duties.

B. This section is designated a criminal violation, subject to the penalties set forth at §1-4-4.B. of this Code.

Section 4. Title 6, "Police and Traffic Regulations," Chapter 8, "Offense Relating to Government," of the Municipal Code of the Town of Erie, Colorado is hereby amended to add a new Section 6-8-13, "Public Buildings – Trespass, Interference," to read as follows:

6-8-13: PUBLIC BUILDINGS – TRESPASS, INTERFERENCE:

A. It shall be unlawful for any person to conduct himself at or in any public building owned, operated or controlled by the Town of Erie, as to willfully deny to any public official, town employee or agent, or invitee on such premises the lawful rights of such official, employee or invitee to enter, to use the facilities of, or to leave any such building.

B. It shall be unlawful for any person, at or in any public building owned, operated or controlled by the Town of Erie, to willfully impede any public official, or town employee or agent, in the lawful performance of duties or activities through the use of restraint, abduction, coercion, or intimidation or by force or violence, or threat thereof.

C. It shall be unlawful for any person to willfully refuse or fail to leave any public building owned, operated or controlled by the Town of Erie, upon being requested to do so by the Town Administrator, his designee, or any police officer, if the person has committed, is committing, threatens to commit, or incites others to commit any act which

did, or would if completed, disrupt, impair, interfere with, or obstruct the lawful missions, processes, procedures or functions being carried on in the public building.

D. It shall be unlawful for any person at any meeting or session conducted by the Board of Trustees at or in any public building, to willfully impede, disrupt, or hinder the normal proceedings of such meeting or session by any act of intrusion into the area designated for the use of the Board, or by any act designed to intimidate, coerce, or hinder any member of such body or official engaged in the performance of duties at such meeting or session.

E. This section is designated a criminal violation, subject to the penalties set forth at §1-4-4.B. of this Code.

Section 5. 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 6. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

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

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

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

TOWN OF ERIE, COLORADO, a Colorado
municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: June 24, 2014

SUBJECT: **ORDINANCES**
ORDINANCE 26-2014; AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, AMENDING SPECIFIC PORTIONS OF THE TITLE 6, "POLICE AND TRAFFIC REGULATIONS," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE, AND SETTING FORTH DETAILS IN RELATION THERETO.

DEPARTMENT: Legislative

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

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

STAFF RECOMMENDATION: **Approval of Ordinance 26-2014**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The proposed ordinance relates to several provisions of the Erie Municipal Code. In Sec. 6-10-8, the definition of "tobacco products" is revised to add electronic cigarettes (consistent with state statute). Sec. 6-4-7, "throwing missiles" is amended to make it unlawful to knowingly throw any missile (object) at or against a bicyclist (consistent with state statute). Sec. 6-5-2, "indecent exposure" is repealed (under state statute this violation is a class one misdemeanor; second offense is a class six felony – both of which should be prosecuted in the county court, not municipal court). Finally, Sec. 6-6-12 is enacted to address the problem of people throwing trash in the trash dumpsters of private businesses. Business owners have complained to the PD about continued unauthorized dumping in their private dumpsters.

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 26-2014

ORDINANCE NO. 26-2014
Series of 2014

AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, AMENDING SPECIFIC PORTIONS OF TITLE 6, "POLICE AND TRAFFIC REGULATIONS," OF THE MUNICIPAL CODE OF THE TOWN OF ERIE, COLORADO; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado has found and determined and does hereby find and determine that it is in the best interest of the Town of Erie to amend Title 6, "Police and Traffic Regulations," of the Municipal Code of the Town of Erie, Colorado to update and revise current Code provisions, and that such amendment is necessary for the preservation of the public health, safety and welfare of the residents of the Town and for the financial well being 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. Title 6, "Police and Traffic Regulations," Chapter 10, "Miscellaneous Offenses," Section 6-10-8, "Cigarettes and Tobacco Products," sub-paragraph B, "Definitions," of the Municipal Code of the Town of Erie, Colorado is hereby deleted in its entirety and replaced with a new sub-paragraph B, "Definitions," to read as follows:

6-10-8: CIGARETTES AND TOBACCO PRODUCTS:

- B. Definition: As used in this Section, "tobacco product" means:
1. Any product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested or inhaled by or applied to the skin of an individual; or
 2. Any electronic device that can be used to deliver nicotine to the person inhaling from the device, including but not limited to an electronic cigarette, cigar, cigarillo, or pipe.

Section 2. Title 6, "Police and Traffic Regulations," Chapter 4, "Offenses Against the Person," Section 6-4-7, "Throwing Missiles," of the Municipal Code of the Town of Erie, Colorado is hereby repealed and re-enacted to read as follows:

6-4-7: THROWING MISSILES:

- A. It shall be unlawful for any person to knowingly project any missile at or against any vehicle or equipment designed for transportation of persons or property. This subsection is designated a non-criminal violation, and upon conviction, penalties set forth at Sec. 1-4-4.A of this Code shall apply.

B. It shall be unlawful for any person to knowingly project any missile at or against a bicyclist. This subsection is designated a criminal violation, and upon conviction, penalties set forth at Sec. 1-4-4.B of this Code shall apply.

C. As used herein, "missile" means any object or substance.

Section 3. Title 6, "Police and Traffic Regulations," Chapter 5, "Offenses Involving Morals and Decency," Section 6-5-2, "Indecent Exposure," of the Municipal Code of the Town of Erie, Colorado is hereby repealed in its entirety.

Section 4. Title 6, "Police and Traffic Regulations," Chapter 6, "Offenses Involving Property," of the Municipal Code of the Town of Erie, Colorado is hereby amended to add a new Section 6-6-14, "Unlawful Trash Disposal," to read as follows:

6-6-14: UNLAWFUL TRASH DISPOSAL

It shall be unlawful for any person to deposit, throw or leave any litter, trash or debris in the trash receptacle or container of a business intended only for use by the business. It shall be an affirmative defense that the defendant had authority from the owner or operator of the business to deposit, throw or leave the litter in the trash receptacle or container. This section is designated a non-criminal violation, and upon conviction, penalties set forth at Sec. 1-4-4.A of this Code shall apply.

Section 5. 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 6. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

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

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

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

TOWN OF ERIE, COLORADO, a Colorado
municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 24, 2014

SUBJECT: STAFF REPORT: Monthly Communications Report
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: The attached monthly Communications Calendar for May which provides statistical information on the release and reach of Town of Erie News & Announcements, including the following details:

- 24 Unique Announcements Released via "Notify Me"
- 3,988 "Notify Me" Subscribers
- Engage Erie Topics: Erie Seeks Sister Cities & Town-Wide Waste & Recycling Collection Service
- YouTube Videos: Recreation Trails: Coal Creek Trail, Recreation Trails: Sunset West Trails – Erie Singletrack, and Boulder Valley Velodrome Test Ride

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

- Total Page Visits: 174,980
- Total Unique Visits: 30,801
- Streaming Video Visitors: 318
- Erie Government Television Streaming Video:
 - Total Visits: 343
 - Total Unique Visits: 318

Board of Trustees Goal: "Develop & Promote Proactive, Fluid Communication Between Government & the Citizens of Erie."

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. Website Overview Report

Communication Calendar - May 2014

NEWS & ANNOUNCEMENTS		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		1,064		1,330	732
5/1: Erie Trails Hit the Small Screen		X	X	X	X
5/2: The May/June Erie Edition is Now Available		X	X	X	X
5/2: Spring Clean-Up Reminder				X	
5/6: New Topic on Engage Erie: Erie Seeks Sister Cities		X	X	X	X
5/8: Erie Trails hit the Small Screen - Take 2!		X	X	X	X
5/8: 2014 Erie Parks, Recreation, Open Space and Trails Survey - In Your Mailbox!		X	X		X
5/13: 18th Annual Erie Town Fair & Hot Air Balloon Festival				X	
5/14: Erie Board of Trustees Action Items - May 13, 2014		X	X	X	X
5/16: County Line Road Closure - Between Arapahoe Road & Vista Parkway		X	X	X	X
5/19: "Your Customers Are Already Here" - ICSC Post				X	
5/23: Town of Erie Concerts in the Park Series Begins Next Saturday!		X	X	X	X
5/23: Congratulations to EHS Graduating Seniors				X	
5/25: Erie Town Hall Closed for Memorial Day				X	
5/27: Erie Police Conducting Identity Theft Investigation		X	X	X	X
5/28: Erie Board of Trustees Action Items - May 27, 2014		X	X	X	X
5/28: New Topic on Engage Erie: Town-Wide Waste & Recycling Collection Service		X	X	X	X
5/29: Bond Sale for Police Station & municipal Court Successfully Completed		X	X	X	X
5/30: Don't Miss Funkiphino Tomorrow at the first Concert in the Park!		X	X	X	X
ECONOMIC DEVELOPMENT ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		650		1,330	732
PUBLIC WORKS ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		478		1,330	732
5/1: Town of Erie Concrete Repair Work		X	X		X
5/12: Waterline Construction on Erie Parkway, East of Bonanza Drive		X	X		X
5/16: County Line Road Closure - Between Arapahoe Road & Vista Parkway		X	X	X	X
5/30: Roadway Widening on Erie Parkway East of Bonanza Drive		X	X		X
5/30: Town of Erie Street Crack Filling Begins Thursday, June 5		X	X		X
POLICE ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		810		1,330	732
5/27: Erie Police Conducting Identity theft Investigation		X	X		X
PARKS & RECREATION ANNOUNCEMENT		Notify Me Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:		986		1,330	732
ENGAGE ERIE TOPICS		Engage Erie Message	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Participants & Visitors:		1,274		1,330	732
5/6: Erie Seeks Sister Cities		X	X	X	X
5/28: Town-Wide Waste & Recycling Collection Service		X	X	X	X
YOUTUBE CHANNEL		Views Via YouTube	Newsflash Posted on Website	Facebook Post	Twitter Post
Reach via Subscribers & Visitors:				1,330	732
5/1: Town of Erie Recreation Trails: Coal Creek Trail		366	X	X	X
5/8: Town of Erie Recreation Trails: Sunset West Trails - Erie Singletrack		287	X	X	X
5/9: Boulder Valley Velodrome Test Ride		146		X	
UTILITY BILL INSERTS		Mailed Bills	Emailed Bills		
Total:		6,800	875		
May/June Erie Edition		X	X		

Website Overview Report for www.erieco.gov - May 2014

Total Unique Visits	For the Month:	30,801	Year to Date:	131,340
Total Page Visits	For the Month:	174,980	Year to Date:	533,345

Top 25 Web Pages Visited	# of Visits	Rank
News Flash	64,425	#1
Home Page	62,517	#2
Erie Community Center	4,225	#3
Erie Town Fair	2,541	#4
Utility Billing	1,645	#5
Parks & Recreation	1,373	#6
Departments	905	#7
Special Events	824	#8
Classes & Programs	703	#9
Recreation Activities	669	#10
Police Department	634	#11
Youth Sports	591	#12
Community	584	#13
Online Utility Bill Payment	543	#14
Camp Erie	523	#15
Trail Maps	501	#16
Economic Development	494	#17
Building Information and Applications	493	#18
Building Division	474	#19
Facilities	474	#20
Concerts in the Park	430	#21
Board of Trustees	428	#22
Facility Information	393	#23
Youth Classes & Programs	388	#24
Aquatics	370	#25

Erie Government Television Streaming Video via Website - OVERVIEW



WHAT MEDIA YOUR CITIZENS ARE VIEWING

All Media	Live Events	Encoder Streams	On Demand Media
Filter by title <input style="width: 100%;" type="text"/>			
Media Title	Type	Total Views	
Planning Commission - May 7th, 2014	Archive	115	
Erie Channel 8 Live Feed	Encoder	41	
Board of Trustees - May 13th, 2014	Archive	31	
Board of Trustees Regular Meeting & Study Session - Apr 22nd, 2014	Archive	31	
Board of Trustees Study Session - Apr 24th, 2014	Archive	21	
Planning Commission - Apr 16th, 2014	Archive	10	

Board of Trustees - Mar 25th, 2014	Archive	10
Planning Commission - May 21st, 2014	Archive	10
Open Space and Trails Advisory Board - Mar 26th, 2014	Archive	5
Board of Trustees - Apr 8th, 2014	Archive	5

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

Board Meeting Date: June 24, 2014

SUBJECT: STAFF REPORT
2013 Public Works Annual Report

DEPARTMENT: Public Works

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

FISCAL INFORMATION: Cost as Recommended: \$ 0
Balance Available: \$ 0
Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Enclosed is the 2013 Public Works Annual Report, which tells of undertakings made in the Department of Public Works (DPW) for all divisions. DPW uses this report as an educational tool for all inside and outside Erie. It is a great opportunity to showcase Public Works, reference what the department does as a whole, use as a budgeting and forecasting tool, and highlight what we have accomplished in 2013.

Included in this newsletter are articles such as:

- **Letter to the Community** – A brief message from the Director relating the department’s overall purpose and highlighting some accomplishments.
- **Divisions** – Administration, Engineering, Erie Municipal Airport, Operations and Maintenance/Utilities (Facilities Maintenance, Fleet, Parks, Streets, Meters, Distribution/Collection/Storm, Water Treatment, Wastewater Treatment) – A brief overview of each division, statistics, accomplishments, and performance measure information.
- **FEMA** – brief overview of funding with FEMA related to the September flood.
- **Acronyms** – quick reference guide to some commonly used acronyms used in Public Works.
- **Grants, Awards & Publications** – references grants and awards received.
- **Capital Improvement & General Projects** – highlights active 2013 Capital Improvement and General Projects.
- **Community Outreach** – presents some of the public programs and events that DPW hosted including the Annual Open House, Clinics, Clean-Up Program, and Public Works Week.
- **Incentives for You** – features benefits available to our residents including the Do-It-Yourself Irrigation Audit Kit, Indoor and Outdoor Irrigation Audits, Clean-Up Program, High Efficiency Washing Machine Rebates, Adopt-A-Road Program, Notify Me via the Town’s website, and iPhone/Pod/Pad Citizen Request application.
- **Financial Overview** – reflects a quick snapshot of the 2013 financials for capital and operations.
- **Getting to Know Us** – introduces DPW Staff and their years of service.
- **What’s Coming in 2014** – sneak peak of things to come in the new year.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Annual Report

WHAT'S COMING IN 2014...

NATIONAL PUBLIC WORKS WEEK: Observed annually the third week of May each year, NPWW is a celebration of the men and women who provide and maintain the infrastructure and services collectively known as Public Works. Since 1960, American Public Works Association (APWA) has sponsored National Public Works Week. Across the nation, the 29,000 members use this week to energize and educate the public on the importance of the contribution of public works to their daily lives: planning, building, managing and operating the heart of our local communities and building the quality of life.

CLEAN UP DAYS: DPW to host the 9th annual Clean Up Days at the Denver Regional Landfill and the Leon A. Wurl Service Center in May and September. These events are offered as a FREE service to Town of Erie residents allowing disposal of large items at no expense at the landfill and donate gently used unwanted items, electronic recycling and shredding at the Service Center. DPW Staff will assist residents with directions, confirming residency, and ensuring compliance with landfill regulations.

2014 CAPITAL IMPROVEMENT PROJECTS:

- **STREET MAINTENANCE PROGRAM:** Includes major improvements to roads including a treatment/rehabilitation as identified in the Pavement Management System.
- **COAL CREEK TRAIL – BONNELL CONNECTION:** Design and construction of approximately 1,000LF feet of 8' concrete trail with one pedestrian crossing over Coal Creek to connect Bonnell Avenue (Leon A. Wurl Service Center, Erie Commons) to the Coal Creek Trail.
- **WELD COUNTY ROAD 7 WATER TRANSMISSION LINE:** Design and construction of approximately 13,300LF of water line in Weld County Road 7 from Erie Parkway to 1/2 mile south of State Highway 52. This project will serve development along the I-25 corridor and will help serve water into Zone 2 along Hwy 52.
- **WINDSOCK & SEGMENTAL CIRCLE:** Installation of a new wind sock and segmental circle with improved lighting for night operations. Segmented circle is a visual indicator of traffic pattern direction for pilots.
- **SPLASH PAD REPLACEMENT – LEHIGH PARK:** Replacement of electronic control module for the 2014 operating season. Design replacement of the pump/filtration system will allow for easier access for maintenance and repairs that will reduce downtime. Construction scheduled for 2015.
- **LAWSC EAST PARKING LOT:** Design and construction of a parking lot on the east side of the Service Center. This will not only help with the overflow of employee parking, but also be close to the Coal Creek Trail for users.



In 2013, Department of Public Works lost a great friend and co-worker. We would like to remember Bob Hosier for and his dedication and commitment to quality construction of the Skate Park as well as many projects and developments within the Town of Erie.



Lynn R Morgan Water
Treatment Facility
2901 N 119th Street
Erie, CO 80516
303-926-2860

South Water
Reclamation Facility
1000 Briggs Street
Erie, CO 80516
303-926-2897

Town of Erie
Department of Public Works
645 Holbrook Street | PO Box 750
Erie, CO 80516
303-926-2870
www.erieco.gov

North Water
Reclamation Facility
501 State Highway 52
Erie, CO 80516
303-926-2876

Leon A Wurl
Service Center
150 Bonnell Avenue
Erie, CO 80516
303-926-2872

GET TO KNOW US...

ADMINISTRATION, ENGINEERING, AND FACILITIES STAFF (12 FTES)

Gary Behlen – Public Works Director: 9 years
 Robyn Fulton – Custodian: 20 years
 Wendi Palmer, P.E. – Civil Engineer: 15 years
 Deb Jenkins – CAD/GIS Technician: 13 years
 Raelynn Ferrera – Administrative Coordinator: 13 years
 Dave Moratelli – Senior Construction Inspector: 10 years
 Joe Falcon – Facilities Maintenance Tech: 9 years
 Russell Pennington – Deputy Director of Public Works: 5 years
 Paul Shea – Facilities Maintenance Tech: 5 years
 Ed Mestas – Facilities Maintenance Division Manager: 4 years
 Bethany Peer – Administrative Technician: 2 years
 Scott Hickman – Facilities Maintenance Tech: 1 year
 Matt Wiederspahn – Development Engineer: 6 months
 Jason Mraz – Construction Inspector: 1 month

PARKS MAINTENANCE STAFF (10 FTES)

Gary Hegner – Parks Division Manager: 3 years
 Darren Champion – Horticulture Maintenance Technician: 9 years
 Scott Rehfeld – Parks Maintenance Technician: 9 years
 Mike McGill – Forestry Maintenance Technician: 8 years
 Drew Barber – Athletics Maintenance Technician: 5 years
 Karen Esslinger – Parks Administrative Assistant: 4 years
 Paul Reed – Parks Crew Leader: 2 years
 Daniel Peer – Athletics Maintenance Technician: 2 years
 Shane Jasper – Parks Maintenance Technician: 2 years
 Terry MacArthur – Parks Maintenance Technician: 1 month



Annual Street Maintenance Program



Trail restoration from September flooding



County Line Road Sidewalk Preparation



Concrete Repairs

OPERATION & MAINTENANCE STAFF (14 FTES)

Jody Lambert – Operations & Maintenance Division Manager: 24 years
 Frank McIlwain – Operations and Maintenance Crew Leader: 18 years
 Chris “George” Hubert – Streets Supervisor: 17 years
 Barb Dankowski – Meter Maintenance Tech: 15 years
 Kris McDaniel – Administrative Coordinator: 15 years
 Amber Rehfeld – Streets Maintenance Tech: 10 years
 Mike Dallas – Streets Maintenance Tech: 8 years
 Rich Lucas – Fleet Mechanic: 8 years
 Dave Maples – Distribution & Collection Maintenance Tech: 2 years
 Joey Carranco – Distribution & Collection Maintenance Tech: 2 years
 Sarah Troy – Distribution & Collection Maintenance Tech: 2 years
 Tyler Hitchcock – Distribution & Collection Maintenance Tech: 1 year
 Luke Kosorok – Meter Maintenance Tech: 1 year
 Scott Satak – Distribution & Collection Maintenance Supervisor: 1 month

WATER/WASTEWATER FACILITIES STAFF (11 FTES)

Jon Mays – Water & Wastewater Division Manager: 7 years
 Deb Langerak – Water Reclamation Facility Technician: 17 years
 Evelyn Crofcer – Water Treatment Facility Technician: 15 years
 Elliott Fulton – Water Treatment Facility Technician: 10 years
 Troy Vilhauer – Water Reclamation Facility Technician: 9 years
 Bruce Chameroy – Chief Water Treatment Facility Operator: 2 years
 Dave Smoljan – Chief Water Reclamation Facility Operator: 1 year
 Jon Coyle – Water Reclamation Facility Technician: 1 year
 John Taylor – Utility Mechanic: 1 year
 Zach Gilbert – Water Treatment Facility Technician: 9 months
 David Burke – Water Treatment Technician: 2 months



Raw Water Irrigation Pond Restoration



June 2013 Tree



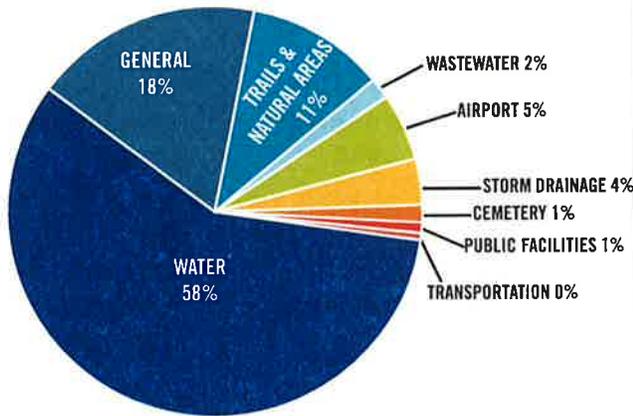
Shoulder Work



Town Hall Flowers

FINANCIAL SNAPSHOT

2013 CAPITAL IMPROVEMENT PROJECTS



2013 CAPITAL IMPROVEMENT PROJECTS				
FUND	BUDGETED		ACTIVE/SPENT	
	# OF PROJECTS	AMOUNT	# OF PROJECTS	AMOUNT
General	12	\$1,772,800	12	\$1,621,519.08
Water	18	\$9,190,600	13	\$5,256,212.90
Transportation	10	\$1,801,000	7	\$48,314.62
Public Facilities	5	\$263,100	3	\$87,454.35
Cemetery	0	\$0	2	\$128,720.00
Storm Drainage	13	\$1,421,700	9	\$327,861.64
Airport	3	\$650,700	3	\$481,505.76
Wastewater	10	\$862,600	5	\$144,487.59
Trails	5	\$2,094,030	3	\$933,765.04
TOTAL	76	\$18,056,530	57	\$9,089,840.98

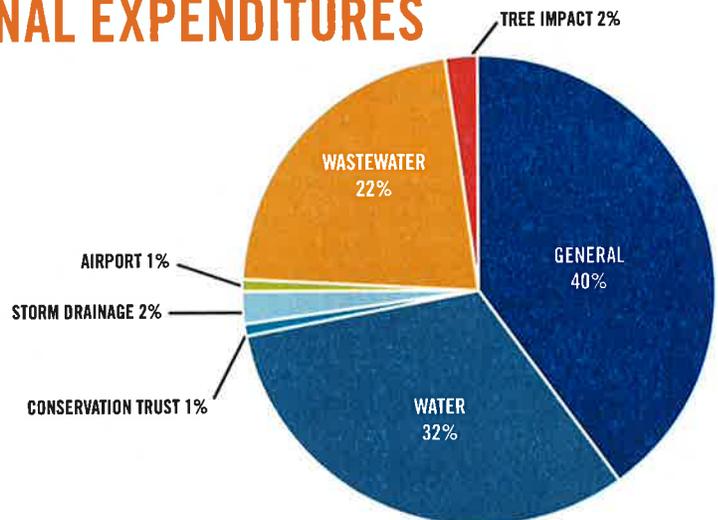
50% of the capital budget expended

When the Town budgets for a capital project, we must include all costs related to that project in the beginning. Those cost estimates include design, construction, land acquisition/easements, etc. For a multi-year project, the money not spent in year 1 of the project is reallocated to the next year until the project is complete. Most capital projects average two to three years from conception to completion.

Operationally, the Town budgets for all known expenses based on known actual costs and projected work along with a little additional expenses for unforeseen items, i.e. a major water or irrigation break, new events, mass snow storm, major equipment malfunction, and cost increases.

2013 OPERATIONAL EXPENDITURES

2013 PUBLIC WORKS BUDGET SUMMARY OPERATIONS		
FUND	BUDGETED	SPENT
General Fund	\$4,235,100	\$3,791,006.43
Water	\$3,782,500	\$3,055,143.83
Conservation Trust	\$128,900	\$126,685.90
Storm Drainage	\$266,700	\$211,952.12
Airport	\$109,500	\$110,649.26
Wastewater	\$2,286,100	\$2,072,034.38
Tree Impact	\$184,600	\$164,885.60
TOTAL	\$10,993,400	\$9,532,357.52



87% of the operational budget expended

INCENTIVES FOR YOU

ADOPT A ROAD PROGRAM: a partnership between the Town and residents/ businesses to keep the roadways clean. This program is simple: groups of individuals adopt a portion of a road and keep it clean of litter, graffiti and illegal dumping. DPW provides free cleaning supplies, trash pickup, and support for neighborhood clean ups and public recognition. For more information on how you can join this program, contact George Hubert at 303-926-2889.

CLEAN UP PROGRAM: Generally offered to residents one day in both the Spring (May) and Fall (September).

- **Free Disposal:** Residents may take loads to the Front Range Landfill for free
- **Donate Gently Used Home Supplies and Building Materials to Habitat for Humanity:** Residents may donate gently used unwanted household items to Habitat for Humanity and brush/tree limbs drop off to Parks at the Leon A. Wurl Service Center (LAWSC).
- **NEW in Fall 2013: Document Shredding:** Dispose of your unwanted documents to be shredded.

CONNECT WITH US!

INTERACTIVE WEBSITE

Visit www.erieco.gov and select Notify Me to sign up to receive emails and/or text messages for project information. Select the "Service Request" button to report maintenance issues you notice around town.

IPHONE/POD/PAD APP

Download the Citizen Request Tracker application and you can report items you see needing attention. This app uses GPS and the camera to collect all the information quickly.

REPORT A STREET LIGHT OUTAGE

Street lights are owned and maintained by the power companies. The best way to get a street light outage repaired is for you to report it to the power company that you pay your bill to (United Power or Xcel Energy). To expedite the process, you should have the pole number and nearest intersection/street or cul-de-sac. You can call or submit the request via their website:

United Power
303-659-055

<http://unitedpower.com/mainNav/outageInfo/streetLight.aspx>

Xcel Energy
1-800-895-4999

<http://www1.xcelenergy.com/ODL/OUTAGEREPORT/>

HIGH EFFICIENCY WASHING MACHINE REBATES: DPW offered \$50 rebates for the purchase of a high efficiency washing machine. Just bring your license, original receipt, and most recent water bill along with a brief application to receive your rebate check in the mail. In 2013, the Town processed 68 rebates. The program will continue in 2014.

IRRIGATION AUDITS: Ever wonder if your using your water efficiently? There are a few ways for you to find out. Center for ReSource Conservation provides a FREE sprinkler inspection to residents from June-August. During the inspection you will receive a customized watering schedule, learn do-it yourself sprinkler maintenance and be give tips on how to improve the efficiency of you sprinkler system to save water and money. Space is limited and appointments will be scheduled on a first come first serve basis. Sign up today to reserve your spot in this popular program by calling 303-999-3824, or register on line at www.conservationcenter.org at any time.

DPW has a "Do-It-Yourself" kit. This kit allows a resident to check out the kit at no cost and perform an audit on their current system. Kits are easy to check out and come with complete instructions. No experience required. Sign up by calling 303-926-2870 or visit the Public Works Office at Town Hall (645 Holbrook Street).

NEW in 2013: Indoor Water Check-Ups Center for ReSource Conservation provides FREE indoor water check-ups from March to May, then September to December. The indoor water check-ups includes evaluation of inside water use and water fixtures in each home, and an offer to install at least two aerators and one low-flow showerhead. Sign up today to reserve your spot in this popular program by calling 303-999-3824, or register on line at www.conservationcenter.org at any time.

WATERWISE SEMINAR: A FREE Water-Wise Landscaping Seminar presented by the Center for ReSource Conservation to explore various techniques to use in designing and maintaining your landscape that will promote the conservation of our natural resources. Through a little planning and the use of some innovative methods, you can learn how to use your landscape to help reduce energy and water use.

TREE CERTIFICATES: Tree Incentive Program accepts applications from Erie residents to redeem towards the cost of a tree to be planted on private residential property. Certificates are available to Erie residents on a first come, first served basis. To participate in the Tree Incentive Program you need to contact the Tree Incentive Hotline at 303-926-2739 and leave a message with your name, number and address. A voucher will be mailed to you shortly after.

COMMUNITY OUTREACH EVENTS

Our goals are to continually educate the public about what DPW is all about as well as keep everyone informed of events and construction that will affect our community. With this, DPW posts regular Newsflashes on happenings in the Town as well as hosting some special events throughout the year.

JANUARY 17, 2013 • ANNUAL CAPITAL IMPROVEMENT PROJECTS/DEVELOPMENT OPEN HOUSE

Annual open house for all residents to come and see what developments and CIPs that are planned for the current year. This event is held at the Erie Community Center, with staff on-hand to answer any questions.

March 16, 2013 • ERIE COMMUNITY SKATE PARK GRAND OPENING CEREMONY

The Erie Community Skate Park hosted a Grand Opening Event that included appearances nationally known skateboarding professionals.

April 16, 2013 • WATER-WISE LANDSCAPE SEMINAR

The Water-Wise Landscaping Seminar presented by The Center for ReSource Conservation was a free seminar that explored various techniques to use in designing and maintaining your landscape that will promote the conservation of our natural resources. Through a little planning and the use of some innovative methods, you can learn how to use your landscape to help reduce energy and water use.

April 27, 2013 • ARBOR DAY & EARTH DAY CELEBRATION

Erie's Arbor Day & Earth Day celebration is a fun family and community event that typically happens on the last Saturday in April, rotating among town and residential parks and other public spaces. The celebration involves hands-on planting of several trees in the selected location, free seedlings and educational materials, drawings for prizes and gift certificates, a flag ceremony by local scouts, presentation of the Tree City USA plaque to the Mayor and refreshments. In 2013, six new trees were planted at Lehigh Park in Erie Commons.

May 4, 2013 • 8TH ANNUAL SPRING CLEAN-UP

This event is offered as a service to the Town of Erie residents allowing free disposal of large items at the landfill, donate gently used or unwanted items through Habitat for Humanity and the disposal of tree limbs.

May 11, 2013 • KIDS' FISHING CLINIC

At this popular event kids can learn about fishing, casting and baiting techniques, become familiar with the varieties of local fish and enjoy some great fishing! More than 160 youth came out to learn about fishing rules and regulations, casting techniques, fish biology and of course...catch fish! This annual event is produced in partnership with Colorado Parks & Wildlife and allows for each child to receive a free rod and reel combination.

May 19-25, 2013 • NATIONAL PUBLIC WORKS WEEK

The APWA hosts a National Public Works Week to recognize staff and educate residents on the services Public Works Departments provide. DPW provided tours of the Water Treatment Facility, North Water Reclamation Facility and Leon A. Wurl Service Center for all to learn the processes through each facility. Tours were available to residents, Town Staff and Board Members. An employee appreciation picnic was also held.

June 1, 2013 • ELECTRONIC RECYCLING DAY & NATIONAL TRAILS DAY

An electronics recycling event was open to all Boulder, Broomfield and Weld County residents, in partnership with the City of Lafayette and City of Louisville. Metech Recycling provided secure shredding of all data containing devices so no one can access your personal information and also recycled some TVs and other small electronic devices for a small fee.

June 1, 2013 • NATIONAL TRAILS DAY

Staff partnered with Scout Pack 62 to perform weeding, mulching and planting riparian shrubs at Thomas Reservoir, as well as repairs to Thomas Reservoir trails. A bench was dedicated on this day to Pack 62, who volunteers their time twice yearly to work at Thomas Reservoir.

August 1, 2013 • OUTFALL SYSTEM PLANNING

This joint event with Urban Drainage, Town of Erie, City of Lafayette and Boulder County was to educate residents about an outfall systems planning study update for the Town of Erie and surrounding areas. The study area is generally bounded on the north by Mineral Road, on the west by US 287, on the south by Baseline Road and on the east by Coal Creek.

September 7, 2013 • 8TH ANNUAL FALL CLEAN-UP

This event is offered as a service to the Town of Erie residents allowing free disposal of large items at the landfill, donate gently used or unwanted items through Habitat for Humanity, document shredding and the disposal of tree limbs.

CAPITAL IMPROVEMENT & GENERAL PROJECTS

Some of the active projects in 2013 included:

- **4MG WATER STORAGE TANK:** Design and construction of an additional above-ground treated water storage tank and upgrade existing pump station for Zone 3 and 4B.
- **ARAPAHOE RIDGE DRAINAGE IMPROVEMENTS:** Design and construction of drainage improvements to reduce ice dams during the winter based on the recommendations of an Ice Dam Assessment where Arapahoe Ridge was used as a test area.
- **COUNTY LINE ROAD SIDEWALK:** Design and construction of a sidewalk on the east side of County Line Road from Erie Parkway to the Maxwell Avenue. This walk will provide a safe pedestrian access to the Erie Community Center.
- **ERIE PARKWAY & MELLER STREET SIGNAL:** Design and construction of a new traffic signal at this intersection to improve safety for pedestrians to cross Erie Parkway.
- **SOUTH COAL CREEK SANITARY SEWER:** Design of a sanitary sewer main line extension from Vista Ridge Interceptor west and south long the west side of the runway to serve the area to the south of the Erie AirPark subdivision. Construction is anticipated with future development.
- **SOUTH COAL CREEK TRAIL EXTENSION:** Flood recovery work which includes; pedestrian bridge and drop structure repair, debris and sediment removal and crusher fine trail repair.
- **TAXIWAY LIGHTING AND GUIDANCE SIGNS:** With grant monies from Colorado Division of Aeronautics, installation of taxiway lighting and new guidance signs along the main taxiway to provide operational safety for aircraft operating at night.

MORE 2013 ACTIVE PROJECTS...

- 111th Street Storm Improvements
- 4MG Water Storage Tank
- Airport Drainage Improvements
- Airport Master Plan Update
- Arapahoe Ridge Drainage Improvements
- Cemetery Fence Installation
- Collection System Assessment
- Concrete Maintenance Program
- County Line Road Realignment
- County Line Road Sidewalk (Erie Parkway north)
- Drought Mitigation Plan
- Erie Parkway/Meller St Stop Light
- Erie Parkway/Weld County Road 7 Improvements
- Fleet Replacements
- GIS Development Project
- HSPS Day Pump Upgrade
- HVAC Replacements
- Membrane Unit Replacement
- North Water Reclamation Facility
- Northern Integrated Supply Project (NISP)
- Northridge Siphon
- OSP West of Coal Creek Update
- Powdered Activated Carbon Unit
- Prince Lake #2 Improvements
- Prince Tributary Drainage Improvements
- Public Safety Facility
- Raw/Reuse Water Reservoir
- Reuse Water Master Plan
- Runway 33 Improvements
- SH52/Weld County Road 3 Left Turn Lane
- South Coal Creek Sanitary Sewer Line
- South Coal Creek Trail Extension
- Storm Sewer Near Evans St & Levee
- Street Maintenance Program
- Taxiway Lighting System & Guidance Signs
- Town Hall Remodel (PW & Police)
- Vista Ridge Commercial Access Improvements
- Vista Ridge Drainage Repair
- Wastewater Utility Plan
- Water Conservation Plan Update
- Water Master Plan Update
- Water Meters & Yokes
- Weld County Road 5 Bike Shoulders
- Windy Gap Firing Project
- Zone 3/4B Pump Station Pump

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The floods of September posed some challenges for Erie residents and Staff. While Erie was much more fortunate than other municipalities, it did sustain some significant damage. Over 395 Staff hours were logged within the first 48 hours and approximately 40 projects. These projects included including road and trail repair, debris removal, water facility repairs and pedestrian bridge repairs. The following is a breakdown of the FEMA funding the Town is participating in:

The projects were broken into 5 categories, totaling over 1 million dollars.

FEMA FUNDING SUMMARY		
Entity	Amount	%
Federal	\$1,009,180.61	75%
State	\$168,196.77	12.5%
Town	\$168,196.77	12.5%
TOTAL	\$1,345,574.14	100.0%

- **Category A: Debris removal**
- **Category B: Emergency protective measures**
- **Category C: Road Systems and Bridges**
- **Category D: Water control facilities**
- **Category G: Parks, recreational, and other items**

The projects include emergency work, debris removal at drop structures, pedestrian bridges and trails were completed in-house by Town Staff. Once the emergency items were handled, Staff moved to permanent work, which included WCRs 10.5, 10, 7, 12, 111th Street, and Arapahoe Road which were cleared of debris, repaired, reshouldered and open; Erie Commons Irrigation Pond repair, North Water Reclamation Facility Reuse Reservoir repair, Coal Creek - Rock Creek Trail repairs and clean up, and the Restoration of Coal Creek Drop Structure & Pedestrian Bridge.

The Town also received two Colorado Water Conservation Board Flood Recovery Grants in the amount of \$25,000 each for the Erie Commons Irrigation Pond and the Coal Creek Restoration of the Drop Structure & Pedestrian Bridge projects.

GRANTS, AWARDS & PUBLICATIONS

ORGANIZATION	PROJECT	GRANT RECEIVED
Federal Aviation Administration (FAA)	Taxiway Lighting System & Signage	\$25,000
Colorado Division of Aeronautics (CDOA)	Taxiway Lighting System & Signage	\$400,000
Colorado Water Conservation Board	Drought Mitigation	\$37,452
Colorado Water Conservation Board	Flood Recovery	\$25,000
Urban Drainage & Flood Control District (UDFCD)	Maintenance Assistance	\$65,200
TOTAL		\$552,652

ORGANIZATION	PROJECT	AWARD DESCRIPTION
American Water Works Association		Best Tasting Water in the Rocky Mountain Region
Design Build Institute of America	North Water Reclamation Facility	National Honors
National Parks & Recreation Association (NRPA)	Park Management	National Accreditation
National Parks & Recreation Association (NRPA)	Park Management	Gold Medal

METERS

Meters Division is responsible for installing, repairing, reading, changing out, turning on and off, and re-reading water meters throughout the Town.

Meters works closely with the Utility Billing (Finance) to ensure that meter reads received are accurate. The crews use a laptop and hand held devices that receives a wireless signal put out by the transmitter located by wire to the water meter. Meters are generally read the last week of the month. Utility bills are generally mailed out within the first two weeks of the month. Prior to reading activities, notifications are posted for disconnection of services.

If you call in a concern to Utility Billing (303.926.2752), they issue a work order to the tech. While most meters are located in their yard in a meter pit, some residents have meters in their house, generally in the basement. Those homeowners will be sent a letter requesting to schedule a time for access. Techs communicate results with the residents through action cards if the resident is not available at the time the work order is completed. A blue card will be posted if the meter pit is not accessible (i.e. landscaping, etc) and a yellow card is posted with the results of an investigation requested for usage.

Staff completed multi-year mass change out project for all water meters. In 2013, replacements were completed on an as-needed basis.



PERFORMANCE MEASURES

- The life expectancy of water meters is approximately 10 years. Each year, the crew replaces a percentage of the meters. Our acceptable range is between 5% to 10%.
- The DPW tries to minimize the request for re reads of water meters. The acceptable range is between 1% to 1.5% monthly.

HOW WE MEASURED IN 2013:

- 0.004% of the existing meters were replaced.
- An average of 0.002% of re-reads were performed each month.

DIVISION FACTS

2 FTEs

- 6,990 Water Taps (Meters) read each month
- 232 New Meter Installations
- 2 In-house Meter Replacements
- 28 Outside Meter Replacements
- 900 Final Reads Performed
- 417 Turn On/off's Performed
- 841 Disconnection Notices Posted
- 140 Re-reads Performed
- 1,932 service work orders
- 75 hydrant meter check out/in
- 23 In-house water monitor meters used

WASTEWATER TREATMENT



Wastewater Treatment Division operates and maintains a multi-awarded 1.5 million gallons per day (mgd) North Water Reclamation Facility (NWRf). All of the wastewater from residential and commercial customers is treated using the Integrated Film Activated Sludge (IFAS) technology.

Our goal is to operate the NWRf as a good neighbor, minimize odors, and return the treated effluent to the creeks while meeting all state and federal standards. Many tours have been given to various entities since this award-winning facility has been in operation.

The NWRf utilizes various physical and biological processes to remove organic and inorganic constituents from wastewater. Influent pumping, screening, grit removal, activated sludge, sedimentation and ultraviolet disinfection are some components making up the facility. Laboratory staff conducts testing to monitor compliance with Colorado Department of Public Health and Environment (CDPHE) and United States Environmental Protection Agency (USEPA) discharge requirements as well as meeting discharge permit limits.

The NWRf produces Class A Biosolids using lime stabilization. The biosolids are available for public use. Look for more information soon.

Also a 1,000 AF (326 million gallons) reuse water reservoir serves reuse water for irrigation of Town parks, golf course areas and future areas.

DIVISION FACTS 5 FTEs

- 1.2 MGD South Wastewater Treatment Capacity
- 1.5 MGD North Wastewater Treatment Capacity
- 1.22 MGD Average Daily Flow
- 1.67 MGD Average Peak Flow
- 444.6 MG Treated
- 6,716 Sewer Taps
- 66,200 Gallons Treated Per Tap

PERFORMANCE MEASURES

- The acceptable range for odor complaints is between 0 - 2.
- The acceptable range for treatment operating cost per thousand gallons is between \$1.00 and \$5.00.

HOW WE MEASURED IN 2013:

- 1 odor complaints were received.
- Average treatment operating cost per thousand gallons was \$2.47.

WATER TREATMENT

PERFORMANCE MEASURES

- The acceptable range for water taste/odor complaints is between 0 - 10.
- The acceptable range for treatment operating cost per thousand gallons is between \$0.75 and \$1.00.

HOW WE MEASURED IN 2013:

- 4 water taste/odor complaints were received.
- Average treatment operating cost per thousand gallons was \$1.07.

Water Treatment Division operates and maintains the 9.9 million gallons per day (mgd) Lynn Morgan Water Treatment Facility (WTF). The facility utilizes an advanced membrane process to produce a firm capacity of 9.9 MGD, with a peak capacity of 12.2 MGD. WTF staff also operates and maintains the pretreatment facility, pump stations, interconnects, water storage facilities, and local reservoirs. Staff monitors all

aspects of the water treatment process through the use of a Supervisory Control and Data Acquisition (SCADA) system.

The WTF staff's goal is to provide top quality, safe and dependable water in ample quantity at all times. Using submerged microfiltration membranes and pressure membrane system, the WTF is the only facility in the country to use both systems. This technology is so unique that the WTF staff hosts multiple tours and seminars for visitors from all over Colorado, the US, and other countries (including Brazil in 2012).

DPW provides a Consumer Confidence Report provides our water customers with information about the quality water and services the Erie delivers to you daily. This report is also available on the Town's website at www.erieco.gov.

The WTF laboratory conducts constant testing to ensure quality drinking water. Staff monitors drinking water according to federal and state laws. We are proud that Erie meets and exceeds all federal and state drinking water standards with no violations. Erie continues to meet increasingly high water quality standards in a cost-effective manner for the citizens of Erie. WTF Staff also monitors the reservoirs for water quality.



Vista Ridge Pump Replacement Project

WTF staff work closely with Administration and Engineering on Capital Improvement Project needs. In 2013, two of the major projects included starting a cyclical replacement of the membrane treatment and an upgrade to the Vista Ridge pumps.

In September 2013, Staff attended the joint Rocky Mountain section of American Water Works Association (RMSAWWA) and the Rocky Mountain Water Environment Association (RMWEA) in Keystone, Colorado. The Town of Erie unanimously won a "Landslide Victory" in the blind taste test for the Best Water in Colorado competition!! As the winner of this competition, now they are off to the national "Best of the Best" taste test in Boston, Massachusetts in June!



Membrane Upgrade Project

DIVISION FACTS

5 FTEs

- 1.2 MGD South Wastewater Treatment Capacity
- 1.5 MGD North Wastewater Treatment Capacity
- 1.22 MGD Average Daily Flow
- 1.67 MGD Average Peak Flow
- 444.6 MG Treated
- 6,716 Sewer Taps
- 66,200 Gallons Treated Per Tap

DISTRIBUTION, COLLECTION & STORM DRAINAGE MAINTENANCE

Distribution/Collection/Storm Drainage Division operates and maintains the water transmission, sanitary sewer and storm drainage collection systems. Staff performs routine preventive maintenance for all fire hydrants, valves, pressure relief valves, sanitary sewer cleaning, vacuuming of lines and emergency repairs. Each system is divided in to four quadrants and maintained on a rotating schedule.

HYDRANT MAINTENANCE: DPW flushes water main routinely in spring and fall as the demand for water tends to be lower. This process allows testing of hydrants for water flow and pressure, identifying maintenance or replacement needs, and exercising and maintaining valves. Most importantly, flushing enhances water quality helping any sediment in water mains to work its way out of the system. DPW also routinely contracts and/or repaints the hydrants.

LOCATES: If you are performing any work in your yard requiring you to dig, you should call **Colorado 811** at 811 at least 48 hours prior to digging. They will notify the appropriate utility companies in the area of work to come and locate them for you. This is a free service to you. DPW will locate the water services up to the meter pit.

MAIN LINE BREAKS: If there is a break in water or sanitary sewer lines, our crew inspects the situation to determine if the source is a main line or service line. DPW performs needed repairs on all main lines. Breaks in service lines are the responsibility of the homeowners although coordination with the Town is essential.

INSPECTIONS: Inspection programs determine current sewer conditions and aid in planning a maintenance strategy. Video inspections are the

most cost efficient and most effective method to inspect the internal condition of a sewer. Visual inspections of manholes and pipelines are also vital in fully understanding the condition of a sewer system.

JETTING: During the spring and fall, a quadrant of the collection system is jetted and vacuumed. Jetting directs high velocities of water against pipe walls, removes debris and grease build-up, clears blockages, and cuts roots within small diameter pipes.

KEEP IT CLEAN PROGRAM: The Town actively participates in the Keep It Clean Partnership regarding storm water. The primary goal of the Keep it Clean Partnership is to implement a regional stormwater management program, not only to comply with the federal Phase II stormwater regulations, but to also address broader water quality watershed issues.

URBAN DRAINAGE: The Town collaborates with Urban Drainage and Flood Control District (UDFCD) for maintenance of stormwater areas located in Boulder County. As new drainage facilities are constructed, the Town ensures they meet the UDFCD criteria for maintenance eligibility. Weld County portions may be included in the future.

PERFORMANCE MEASURES

- When a locate request is received, the Town has 72 hours to respond. Our acceptable range is within 24-36 hours.
- The acceptable range for leak detection of water lines each year is between 10% - 20%.
- The acceptable range for camera inspection of sanitary sewer each year is between 10% - 20%.
- The acceptable range for camera inspections of storm sewer lines each year is between 10% - 20%.
- The acceptable range for operational maintenance cost per mile of water lines is between \$1,000 to \$2,000.
- The acceptable range for operational maintenance cost per mile of sanitary sewer lines is \$1,000 to \$2,000.
- The acceptable range for operational maintenance cost per mile of storm sewer lines is between \$3,000 to \$4,000

HOW WE MEASURED IN 2013:

- 100% of locates were performed in the acceptable range.
- Leak detection was performed on 5% of the distribution system.
- Camera inspections were performed on 17% of the sanitary sewer system.
- Camera inspections were performed on 46% of the storm sewer system.
- The average operational cost of maintenance per mile of water line was \$1,316.
- The average operational cost of maintenance per mile of sanitary sewer line was \$1,462.
- The average operational cost of maintenance per mile of storm sewer line was \$4,528.

DIVISION FACTS 5 FTEs

- 135 Miles of Water Lines
- 966 Total Fire Hydrants
 - » 33% In-House Painted
 - » 13% Contract Painted
 - » 100% Flushed
- 3,621 Water Valves – 16% exercised
- 1 Water Line breaks
- 16 PRVs maintained monthly
- 4,360 Locates Requested
- 91 Miles of Sanitary Sewer Lines
 - » 20% Cleaned
 - » 17% Video Inspected
- 2,514 manholes – 44% inspected
- 0 main line breaks
- 32,000 LF of sanitary sewer video inspected
- 40 Miles of Storm Drainage Lines – 46% video inspected
- 719 storm drainage inlets – 3% maintained

STREET MAINTENANCE

Streets Division maintains all public paved and unpaved roads in the Town. Road maintenance activities include road blading, street sweeping, snow removal, asphalt maintenance, signs and marking, shoulder work, and concrete work.

SIGNAGE: Streets also maintains all street sign blades and regulatory and warning signs in accordance with the MUTCD. If you notice a street sign missing, contact us for replacement.

STREET CLEANING: All Town streets are swept in the spring and fall. Additional sweeping is performed throughout the year as needed.

SIDEWALK MAINTENANCE: DPW works closely with the residents to ensure sidewalks remain safe. If a sidewalk is reported as having a hazard, an evaluation is performed and if criteria are met, repair is scheduled. This is accomplished through a cost-sharing program with the owner of the damaged area. Repairs for detached sidewalks are the homeowner's responsibility, per Municipal Code 7-1-4.

ASPHALT REPAIRS: DPW keeps the streets of the Town safe for motorists, bicyclists, pedestrians and commercial vehicles through its pothole, crack sealing and patching programs. Roads are patched/repared on a regular basis.

STREET RESURFACING: DPW uses a pavement management program to identify areas in need of resurfacing. Work identified is completed either through the Street Maintenance Services for smaller items such as patchwork or crack sealing, or the Street Maintenance Program for larger items such as seal-type treatment or reconstruction.

SNOW REMOVAL: DPW continually focuses on all primary routes (major arterials) providing critical access in and out of Erie during a snowstorm. Once the snowfall rate has decreased and all primary routes are clear, plowing begins on all secondary routes (minor arterials and collector streets) in neighborhoods. If the accumulation is 12-inches or more and expected to remain for several days, one center pass will be made on all tertiary routes (internal streets) once primary and secondary routes are clear. Property owners are responsible for clearing their sidewalks within 24 hours after each storm. Maps of all streets and their classifications are listed on the Town website at www.erieco.gov/snow.

PERFORMANCE MEASURES

- Each segment of roadway has a Remaining Service Life (RSL). The Pavement Management System tracks the current RSL rates for all categories of roads including: arterial (major), collector (minor), and locals (internal). The acceptable range is to have 80% of segments between 5 - 15 years.
- The average cost of street maintenance per mile is used for future planning. The acceptable range is \$3,000 to \$8,000.

HOW WE MEASURED IN 2013:

- RSL between 0-5 years is 2%; 5-10 years is 72%; 10-15 years is 16%; 15-20 years is 10%.
- The average cost is maintenance per mile was \$6,964.
- The average cost of rehabilitation per mile was \$189,131.

DIVISION FACTS 3 FTEs

- 122.42 Miles of Paved Streets
- 2.5 Miles of Roads Rehabilitated
- 1,611 LF of Curb & Gutter Replaced
- 896 SF of Combination Curb/Gutter/Sidewalk Replaced
- 567 Curb Miles Swept
- 4,350 signs maintained
- 17 Street Sign Blades & 363 Regulatory Warning Signs & 355 Delineators Replaced Installed
- 516,826 LF of Roads Striped
- 15,229 SF of Road Surfaces Asphalt Patched
- 8,840 lbs of Asphalt Used for Pothole Repairs
- 98,600 lbs of Crack Sealant Material Used
- 38 Miles of blading for dirt roads
- 868 tons of road base used for alley and shoulder maintenance
- 21 Snow Events Between Oct 2012 - May 2013 totalling 71.25"
- 375 Tons of Ice Slice Applied to Roadways
- 21,933 miles plowed at 17mph avg and 1,577 hours
- 480 Public Works Inspections

PARKS MAINTENANCE

The Parks Division maintains community and regional parks, improved arterial rights-of-way, ball fields, trails, Town-owned open space, and storm water detention facilities. Maintenance includes, but is not limited to, maintenance of park equipment, mowing, weed control, irrigation, planting, fertilization, pruning and trash pickup. Additional responsibilities include maintaining all park and key median horticultural displays, maintaining park and facility irrigation systems, managing the Town's urban forest and assisting with a variety of special events.

KEY PROJECTS AND EVENTS IN 2013:

CHRISTMAS TREE CHIPPING: Forestry staff chip hundreds of Christmas trees after the holidays, returning free mulch to citizens on a first come-first serve basis.

STREET LEAGUE SKATEPARK: Completed construction in March, 2013. Dedication was held on March 16th, 2013. Total cost was approx. \$1.1 million

The **COAL CREEK/ROCK CREEK TRAIL SEGMENT** opened in 2013. This 1.5 mile trail segment connects the Town's Coal Creek Trail with Lafayette, Broomfield, Louisville and Superior.

CREATION OF TREE NURSERY AT LEON A. WURL SERVICE CENTER (LAWSC):

Staff performed all work in-house, including research on setting up a nursery, all irrigation work and actual layout and construction. At this time, more than 100 young trees are growing here, allowing for lower cost trees to be planted within parks and open spaces at a later date. Trials of new tree varieties for the Front Range will also be performed at this location.

PERFORMANCE MEASURES

- Have between 95% - 100% of scheduled league and tournament games to start on time, unless weather delayed.
- Mow each park/facility once a week between April and October.

HOW WE MEASURED IN 2013:

- 100% of all games/tournaments started on time.
- All areas were mowed at least once a week.

In 2013, Parks staff were awarded the highest honors in the Parks & Recreation industry: **The Gold Medal Award for Excellence in Park and Recreation Management**

INSTALLATION OF AUTOMATED IRRIGATION AT ALL BALLPARK AT ERIE INFIELDS: Automated infield irrigation systems were installed within all four Ballpark at Erie infields. This project increased staff efficiency (previously, staff had to manually water infields) and improved guest satisfaction, as moist infields allow for less dust and 'softer' playing conditions, reducing the likelihood of errant bounces and injuries.

DIVISION FACTS 10 FTEs & 20 Seasonals

- 149 acres of developed parks
- 609 acres of open space
- 62 miles of roadsides
- 34 miles of trail corridor
- 59 acres of landscaping at Town facilities
- 10 neighborhood and Community Parks plus Thomas Reservoir and Erie Lake landscaping and trails
- Over 200 trees planted in parks and open space in 2013!
- Hosted 25 adult and youth softball tournaments between April and October.

TOWN AND OTHER EVENTS: Staff assisted with events including Annual Town Fair, Relay For Life, Inaugural Erie Brewfest, Great Erie Outdoor Adventure providing over 700 guests the opportunity to camp out at Erie Community Park while experiencing a variety of outdoor activities, crafts and games, campfires and a movie, CBS4/Xcel Energy Day of Service along with over 150 volunteers, built 1.5 miles of singletrack trail in the Grandview/Sunset Open Space, Miner's Blast and Annual Trunk or Treat.

Weather Station at LAWSC: The weather station allows for better managing of irrigation system and costs by providing accurate rainfall and wind information, creating 'evapotranspiration' data which automatically cycles irrigation controllers at all Town parks, maximizing irrigation needs while minimizing excessive flows, providing higher quality parks and facilities.

Storm Damage Repair: Worked on damage from two large storm events in August and September. Hosted five days of limb and branch drop-offs at LAWSC in August to help residents dispose of storm damage at no charge. Repairs continue on trails and facilities at this time. Staff also hosted limb/branch drop off days in May and September as part of the annual DPW Spring and Fall Cleanup Events.

FACILITIES

Facilities Maintenance Division has 3.5 FTEs that provide general maintenance and custodial services for all Town-owned facilities. General maintenance duties are performed in-house, while specialized maintenance, such as elevator inspections/repairs, HVAC preventive maintenance/major repairs, pest control and annual state inspections are contracted out. In July 2013, the Town combined the facilities maintenance division to Public Works to provide greater efficiency.

Facilities Maintenance Technicians provide maintenance for Town Hall (18,907 SF), Leon A. Wurl Service Center (60,000 SF), Water Treatment Facility (22,516 SF), North Water Reclamation Facility (24,328 SF), Erie Community Center (63,764 SF) and the Erie Community Park Plaza/Concession Stand Facility (120 SF)

Facilities Maintenance was responsible for working with the insurance company and contractors to get the Board Room back into operations after the August flood.

The Department had a cost avoidance of \$8,000 for the in-house repairs on the pool boiler heat exchanger change out. By changing the CO2 tank and process for the pool operation we realized a cost savings of \$3,000.

Custodial Services for Leon A. Wurl Service Center, Town Hall and the Erie Community Center buildings are contracted out.

PERFORMANCE MEASURES

- Custodial services for LAWSC, Town Hall and ECC are contracted out. Janitorial services for all other facilities are performed by one part-time custodian. The acceptable range is \$0.75 to \$1.00.
- The cost of maintenance per square foot (SF) is used for future planning. The acceptable range is between \$5.00 to \$10.00 per SF.

HOW WE MEASURED IN 2013:

- The cost per square foot for janitorial services was \$0.76.
- The cost for maintenance per square foot was \$4.21.

FLEET MAINTENANCE

Fleet Maintenance Division has 1 FTE who maintains the Town's fleet of 50 vehicles in the Administration, Community Development, Parks & Recreation, Police and Public Works departments. The division also maintains 35 pieces of heavy equipment for Public Works and Parks. Maintenance is provided through a combination of in-house and contract maintenance. There are 21 units that are snow plow capable. This includes five large dump trucks, five pickups with v-plows, three pickups with straight plows, one loader, one motor grader, two backhoes, two skidsteers, one 4-wheeler with plow, and one Toro mower with v-plow. Some units are only used on trails and sidewalks.

Fleet uses a tracking system for expenses incurred with any unit. This allows us to complete an analysis each year for replacement criteria. If a unit meets two of the three criteria (age, mileage/hours, maintenance cost) then the unit is requested to be replaced. In 2013, 6 units were replaced and 3 additional units were purchased.

Fleet is housed at the Leon A. Wurl Service Center and maintains a shop to perform preventative maintenance such as oil changes, fluid replacement, inspections and minor repairs for all Town units. Minor repairs to engine, brakes, electrical, tires, etc., are completed in-house. Major repairs such as transmission replacement, engine rebuild, body repairs, etc., are contracted out. There were 484 work orders processed in 2013. The Service Center also serves as a fueling station for Town vehicles and equipment.

PERFORMANCE MEASURES

- With one mechanic, the acceptable range for work orders completed in-house versus contracted is between 50%/50% to 60%/40% respectively.
- The acceptable range for overall replacement of the fleet is within 5% to 10%.
- The acceptable range for average maintenance cost per vehicle is between \$1,000 to \$2,000 and per equipment unit is \$2,000 to \$3,000 (not including fuel usage or fluids).

HOW WE MEASURED IN 2013:

- 82% of work orders were completed in house while 18% were contracted.
- 7% of the fleet was replaced.
- Average maintenance cost per vehicle was \$1,194 and equipment was \$2,914.

ENGINEERING

Engineering has 6 FTEs which organizes, directs, implements and monitors the planning, contracting, designing and inspecting of all capital improvement and private development projects within the Town. DPW also maintains and updates the Geographic Information System (GIS). Engineering ensures all projects and developments meet Town construction standards and Board of Trustee's goals.

Engineering provides services to residents such as guidance with engineering and development issues, issues grading and stormwater quality permits, public improvement permits, general flood plain information, and coordinates with outside agencies, prepares various maps and updates to the Standards and Specifications annually.

CAPITAL IMPROVEMENT PROJECTS: Engineering is involved in all phases of capital improvement projects including conceptual planning, budgeting, design, contract bidding/management, construction supervision and inspection. Most capital improvement projects are identified in the master plans.

PRIVATE DEVELOPMENT: Engineering ensures public improvements associated with private developments are designed and constructed in accordance with Town Code. Construction plans and site plans are reviewed and accepted by Engineering. All public infrastructure improvements including roads, curb and gutter, sidewalks, water, sewer, and storm water facilities are inspected and accepted by the Town Inspectors.

GIS DEVELOPMENT: a CAD/GIS staff person maintains an AutoCAD and GIS system for the entire Town. Staff verifies data collected and provides/updates maps for all departments within the Town as well as produces maps for special events. Staff also uses this information for updating the annual Highway Users Tax Fund (HUTF) report for CDOT which in turn generates revenue for the Town to use on transportation projects.

PERFORMANCE MEASURES

- Our goal is to review all development applications within 20 days of submittal and construction drawings within 30 days of submittal. Our acceptable range is 80% - 90%.
- To assist with the workload, the Engineering Division may send a submittal out for an external review (reimbursed by the Developer). Our acceptable range for external review costs is between \$50,000 - \$75,000.

HOW WE MEASURED IN 2013:

- The DPW had a 100% success rate for review of development applications and construction drawings.
- The DPW spent \$0 on external review.

ERIE MUNICIPAL AIRPORT

Erie Municipal Airport (identified as EIK) is owned by the Town of Erie and located on Colorado Highway 7, about 3 miles west of Interstate 25. Vector Air, LLC operates all aspects of the airport through a public/private partnership agreement. Services include the Fixed Based Operator (FBO), day-to-day maintenance and operation services, airfield maintenance, airport security, flight instruction, aircraft rental and repair, fuel sales, tenant relations, and lease management.

Together, the Town and Vector Air manage the following activities at EIK: capital improvement planning, grant applications and management from the Federal Aviation Association and Colorado Division of Aeronautics, interaction with Federal and State aviation departments, and compliance with Federal and State aviation regulations.

DIVISION FACTS

0 FTEs

Runway 15/33 facts:

- 4,700 Foot Concrete Runway
- Runway Identifier Lighting
- 4 Runway/Taxiway Connectors



ADMINISTRATION

Public Works Administration manages and coordinates the overall direction for the Public Works Department. This Division also administers Town policies, develops departmental policies and procedures, prepares and manages budgets, prepares Board agenda items, supports the Town Administrator and Board of Trustees, and ensures effective management and operational conditions of the department.

The team manages all of the Capital Improvement Projects (CIPs) undertaken by the water, storm drainage, and wastewater utilities as well as capital projects in the general, transportation, public facilities, and trails and natural areas funds.

SPECIFIC ACTIVITIES BUDGETED INCLUDE:

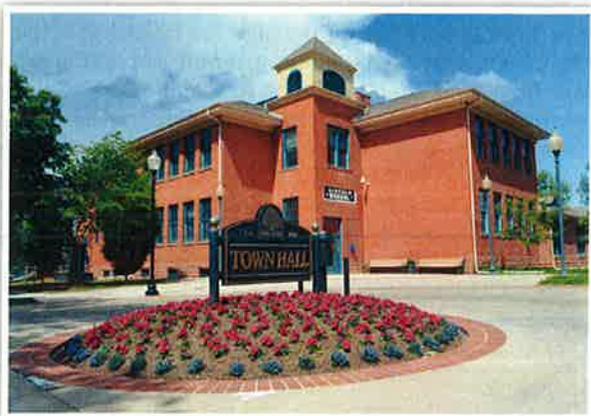
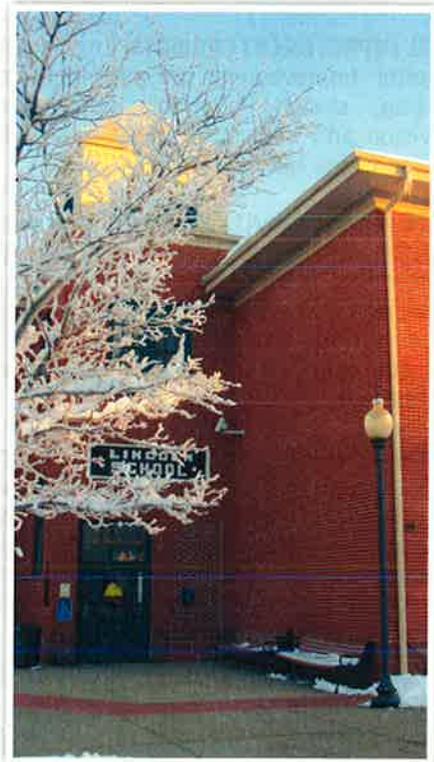
- Water Rights Acquisition
- Plans and Specifications Preparation
- Regulatory Compliance
- Required Consumer Reporting
- Regional Coordination and Planning
- Financial Plans and Rate Studies
- Water Conservation Program
- Capital Requirements
- Raw Water Storage
- Master Plans Oversight
- Contract Administration
- Water Planning

PERFORMANCE MEASURES

- Budget is "an estimation of the revenue and expenses over a specified future period of time". Our acceptable range for actual expenditures is between 80% - 90% of the overall budget.
- Purchasing Policy states all expenditures over \$10,000 require Board of Trustees action. Our acceptable range is between 50 - 100 agenda items requiring action.

HOW WE MEASURED IN 2013:

- Spent 87% of the operational budget and 50% of the capital budget allocated.
- Presented 65 action agenda items and 37 staff items.



DIVISION FACTS

5.5 FTEs (incl O&M)

Board of Trustees Agenda Items:

- 102 items Total
 - » 57 Consent Items
 - » 2 Ordinance Items
 - » 1 Presentation Items
 - » 1 Proclamation Item
 - » 4 Resolution Items
 - » 37 Staff Items

LETTER TO THE COMMUNITY

GARY W. BEHLEN | DIRECTOR OF PUBLIC WORKS

This Department of Public Works Annual Report to the community highlights the key accomplishments of 2013 and plans for the current year.

The Department of Public Works (DPW) consists of 47 Full Time Equivalents (FTE) employees in various divisions including: **ADMINISTRATION, ENGINEERING, FACILITIES MAINTENANCE, DISTRIBUTION/ COLLECTION/STORM DRAINAGE MAINTENANCE, FLEET MAINTENANCE, PARKS MAINTENANCE, STREETS MAINTENANCE, WATER METERS, WATER TREATMENT and WASTEWATER TREATMENT.** I am proud of how we as a team have faced the changes and challenges of our growing community with enthusiasm and professionalism.

Without doubt, our biggest challenges were the devastating weather events that occurred in August and September of last year. On August 3rd, an intense localized storm moved quickly through the center of Erie causing tractor trailers to overturn, portions of the Velodrome to collapse, tree limbs to snap, electric power to fail and mud to flow down through the storm sewers. This was a 100-year localized storm that caused a significant amount of damage. Our crews were called and were immediately sent out to document the damage, unclog the mud from the storm sewers, clean up the streets, collect damaged trees, pick up limbs and help where needed. DPW crews spent over 891 hours working tirelessly on recovery and clean-up efforts.

A little more than one month later in September, the first of the rain that experts would ultimately call a 1,000-year rain and a 100-year flood began to fall. DPW crews started with closing the Coal Creek Trail near Parkdale Circle because of standing water; we were unaware that the trails would not be reopening for months. By the third day, the rain was becoming an increasing concern as streets began to flood. Our crews again were out all night, closing roads and checking on the bridges and other major infrastructure. We assisted with power outages including several at the Erie Community Center which was serving as an official Red Cross emergency shelter. We worked closely with the Erie Police Department on road closures. The Police Department set up an emergency command post at the Leon A. Wurl Service Center on Bonnell Avenue. From where we were able to coordinate all activities from that central location.

DPW has been working since the flood on cleaning the debris and repairing roads, pedestrian bridges, trails and the irrigation and re-use reservoirs. We have also engaged in a tremendous amount of time completing the mountains of paperwork for FEMA reimbursements. DPW staff stepped up to the challenges posed by these extreme weather events, while at the same time performing the functions of their routine duties.

In 2013, we were awarded First Place in the best tasting water of the Rocky Mountain Region American Water Works Association competition. We were unanimously selected in a "landslide victory" against surrounding municipalities. This is a great honor and shows the dedication and care that the DPW staff has for their community.

Our team has long been involved with focusing on infrastructure for the Town of Erie. This next year we will be looking at all our capital projects and maintenance responsibilities to begin developing an asset management process that will be sustainable. DPW is also responsible for ensuring that Erie's rapidly growing population has the infrastructure, capital projects, water and treatment capacity for the future. Along with the many day-to-day operations, DPW had 57 active Capital Improvement Projects (CIPs) totaling approximately \$9.1M (including trails).

We are committed to communicating and working closely and effectively with all the other departments within the Town of Erie. For example, another focus will be to strategically think and plan how our operations can better set the table for economic development in the Town of Erie. DPW will work closely with the Town Administrator and the Economic Development Department to help provide the needed infrastructure services to strategic areas.

I am proud of and honored to work with such a professional staff, and appreciative of their service to the Town of Erie residents. Thank you for taking the time to review our annual report. Hopefully the information provided is educational and answers questions you may have about the services provided by the DPW. For additional information, please visit our website at www.erieco.gov/public_works, send us an email at pubwks@erieco.gov, or give us a call at 303-926-2870.

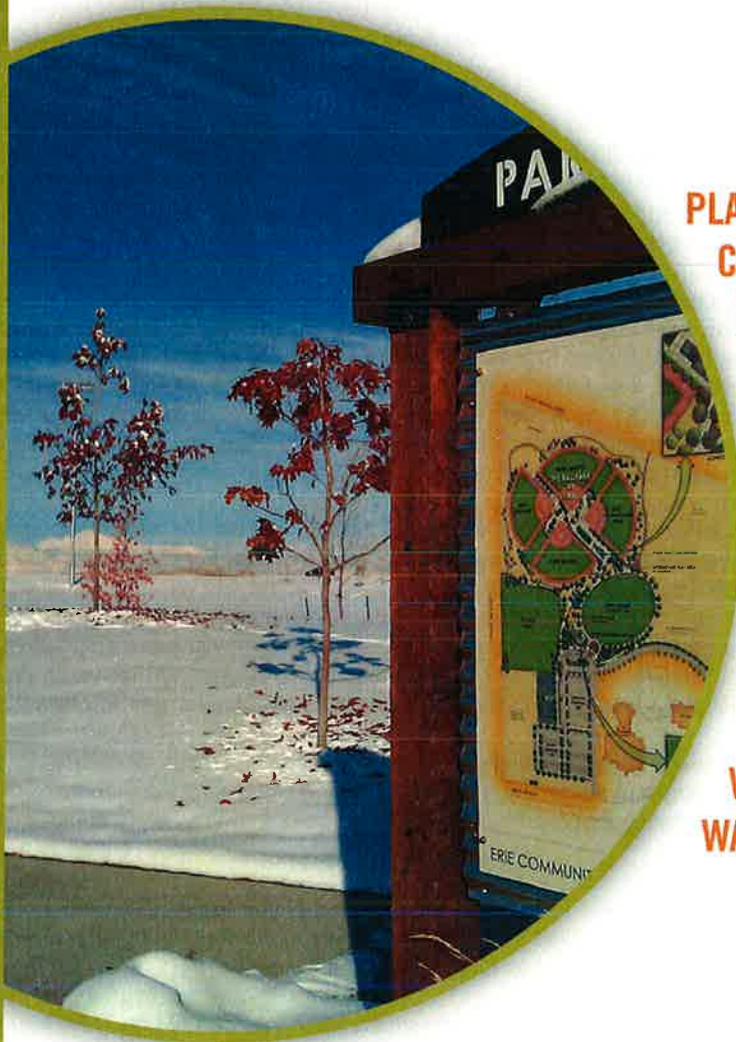
Enjoy our report,

Gary W, Behlen - Director of Public Works



TOWN OF ERIE DEPARTMENT OF PUBLIC WORKS

ANNUAL REPORT



PLANNING
CONSTRUCTION
MAINTENANCE
TRANSPORTATION
STREETS
WATER
SEWER
STORM
AIRPORT
PARKS
TRAILS
WATER TREATMENT
WATER RECLAMATION

FOR THE YEAR 2013



645 Holbrook Street | P.O. Box 750 | Erie, CO 80516
p: 303-926-2870 | www.erieco.gov/public_works

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: June 24, 2014

SUBJECT: STAFF REPORT
111th Street Closure south of Erie Parkway
DEPARTMENT: Public Works
PRESENTER: Gary Behlen, Director of Public Works
Matt Wiederspahn, Development Engineer

FISCAL INFORMATION: Cost as Recommended: \$ 0
Balance Available: \$ 0
Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Flatiron Meadows project applicant would like to propose a one week closure of 111th Street south of Erie Parkway. The Flatiron Meadows project requires the installation of a new sanitary sewer line for future filings of the development. Due to the depth of the sanitary sewer and the road width, it is necessary to close the road south of Erie Parkway during construction activities for the safety of the construction workers and the public. The applicant is proposing to use Highway 287 as the detour route.

Notification of Closure

A press release will be issued a minimum of one week prior to the road closure, and a notice will be posted on the Town's web site.

Construction Schedule

The road will be closed from July 7th and end July 13th. During this time traffic will be detoured as described in the attached detour plans. If the road can be opened earlier it will, but the schedule will also be dependent on the weather.

Weather permitting the construction schedule is:

Pre-closure signs	June 30, 2014
Begin road closure	July 7, 2014
Open roadway	July 13, 2014

Board Goal

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

Staff Review:

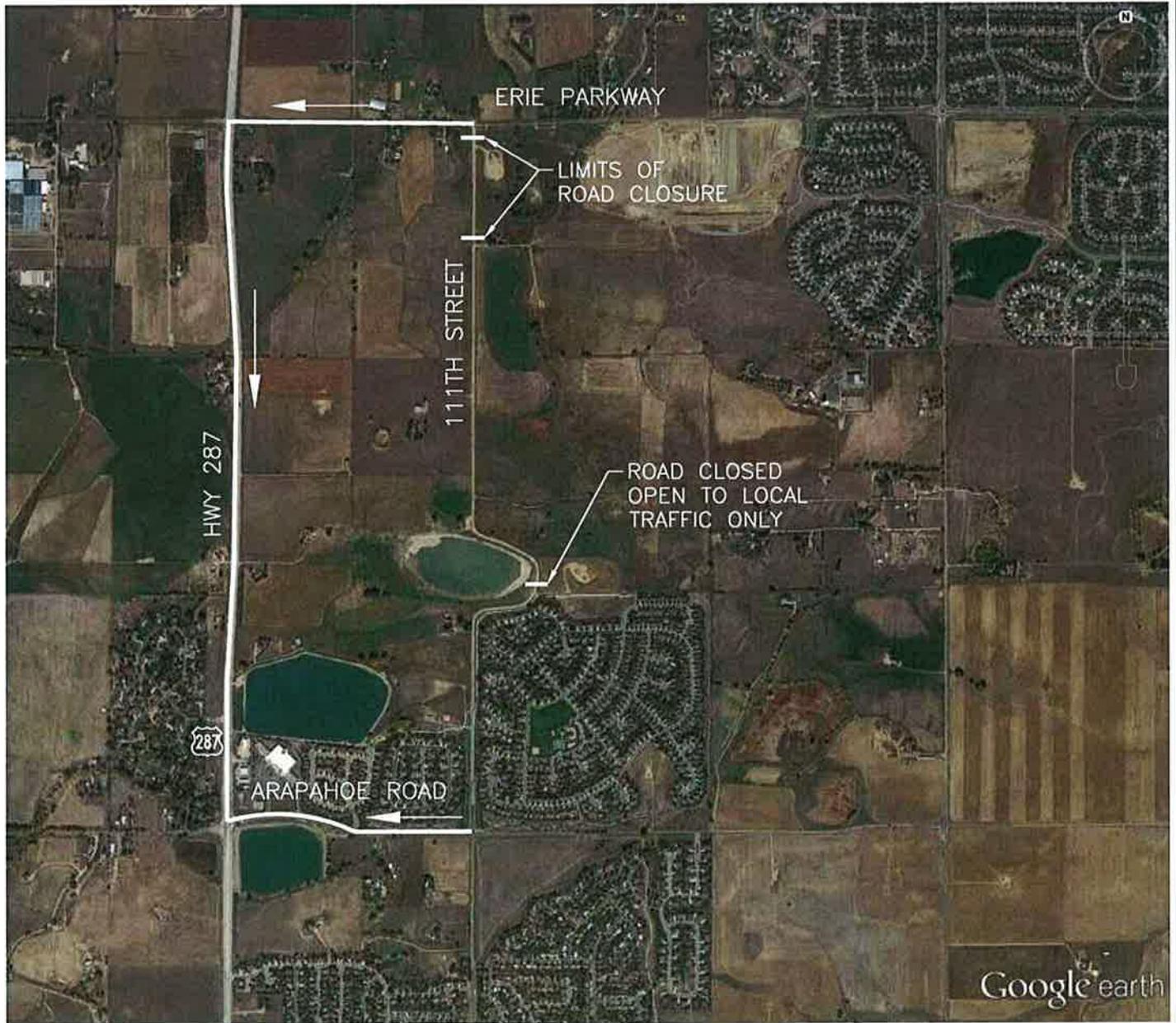
_____ Town Attorney
_____ Town Clerk
_____ Community Development Director
_____ Finance Director
_____ Police Chief
 Public Works Director

Approved by:


A.J. Krieger
Town Administrator

ATTACHMENTS:

a. Detour Routes



Calibre

Calibre Engineering, Inc.
9090 South Ridgeline Boulevard, Suite 105
Highlands Ranch, CO 80129 (303) 730-0434
www.calibre-engineering.com
Construction Management Civil Engineering Surveying

111TH STREET DETOUR EXHIBIT

SHEET
X1

SCALE: N.T.S.
DATE:
MAY 20, 2014

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: June 24, 2014

SUBJECT: STAFF REPORT
Water and Waste Water Monthly Report
DEPARTMENT: Public Works
PRESENTER: Gary Behlen, Director of Public Works

FISCAL INFORMATION: Cost as Recommended: \$ 0
Balance Available: \$ 0
Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Water Treatment average monthly production and Water Reclamation average monthly graphs depict the monthly average at the Lynn R. Morgan Water Treatment Facility and North Water Reclamation Facility for 2010 – 2014. The Water Treatment and Water Reclamation per capita graphs depict the average per capita usage for 2010 – 2014, calculated using the average monthly flow treated divided by the population within the system.

**Note the increase at the Water Reclamation Facility was due to the storm events in August and September.*

Water Treatment Facility:

Annual Daily average flow:

- 2010 2.529 million gallons (MG)
- 2011 2.638 million gallons
- 2012 2.914 million gallons
- 2013 2.642 million gallons
- 2014 1.813 million gallons (YTD)

July 2013 had the highest flows, 5.896 MG, while February 2010 had the lowest flows, 1.025 MG.

Annual Daily average gallons per capita usage:

- 2010 126 gallons per capita (GPC)
- 2011 131 gallons per capita
- 2012 146 gallons per capita
- 2013 132 gallons per capita
- 2014 157 gallons per capita (YTD)

July 2013 has the highest usage, 295 GPC, while February 2012 had the lowest usage, 52 GPC.

Water Reclamation Facility:

Annual Daily average flow:

- 2010 1.007 million gallons (MG)
- 2011 1.073 million gallons
- 2012 1.090 million gallons
- 2013 1.216 million gallons
- 2014 1.426 million gallons (YTD)

September 2013 had the highest average, *1.672 MG, while March 2011 had the lowest average, 0.918 MG.

Annual Daily average per capita usage:

- 2010 50 gallons per capita (GPC)
- 2011 54 gallons per capita
- 2012 54 gallons per capita
- 2013 61 gallons per capita
- 2014 61 gallons per capita (YTD)

September 2013 had the highest usage, *81 gallons, while February and March 2011 had the lowest usage, 46 gallons.

Staff Review:

Approved by:

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

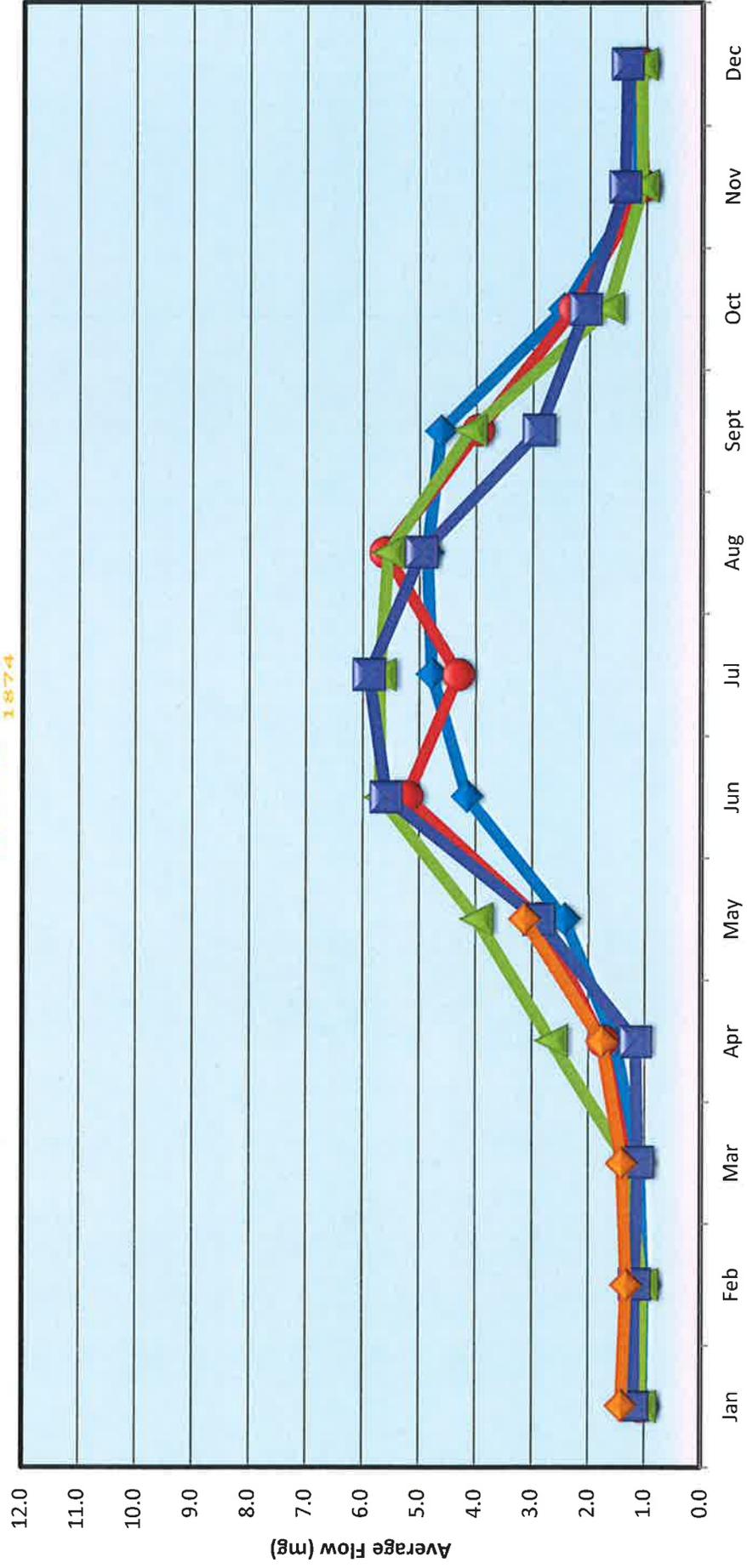


A.J. Krieger
Town Administrator

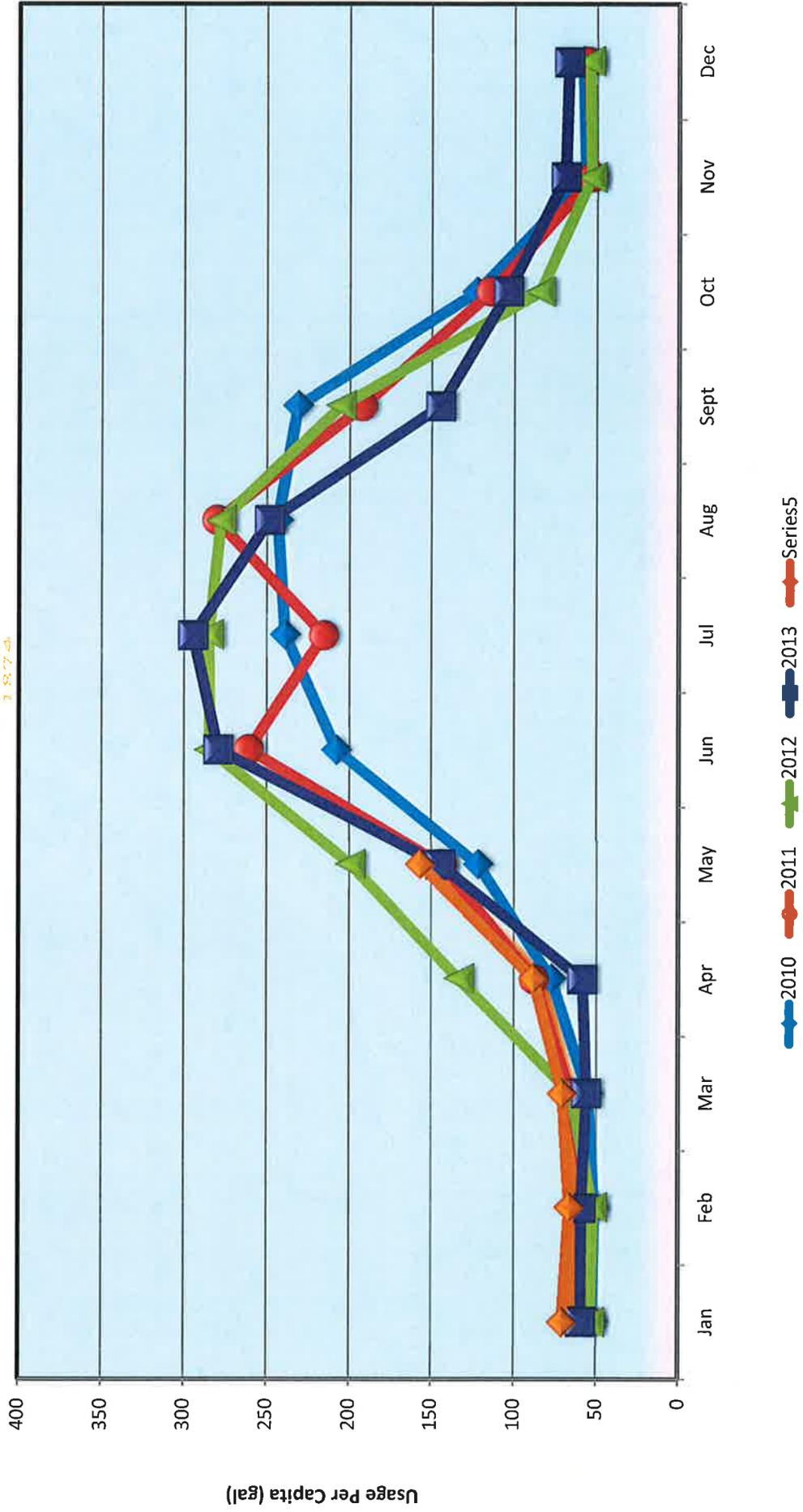
ATTACHMENTS:

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

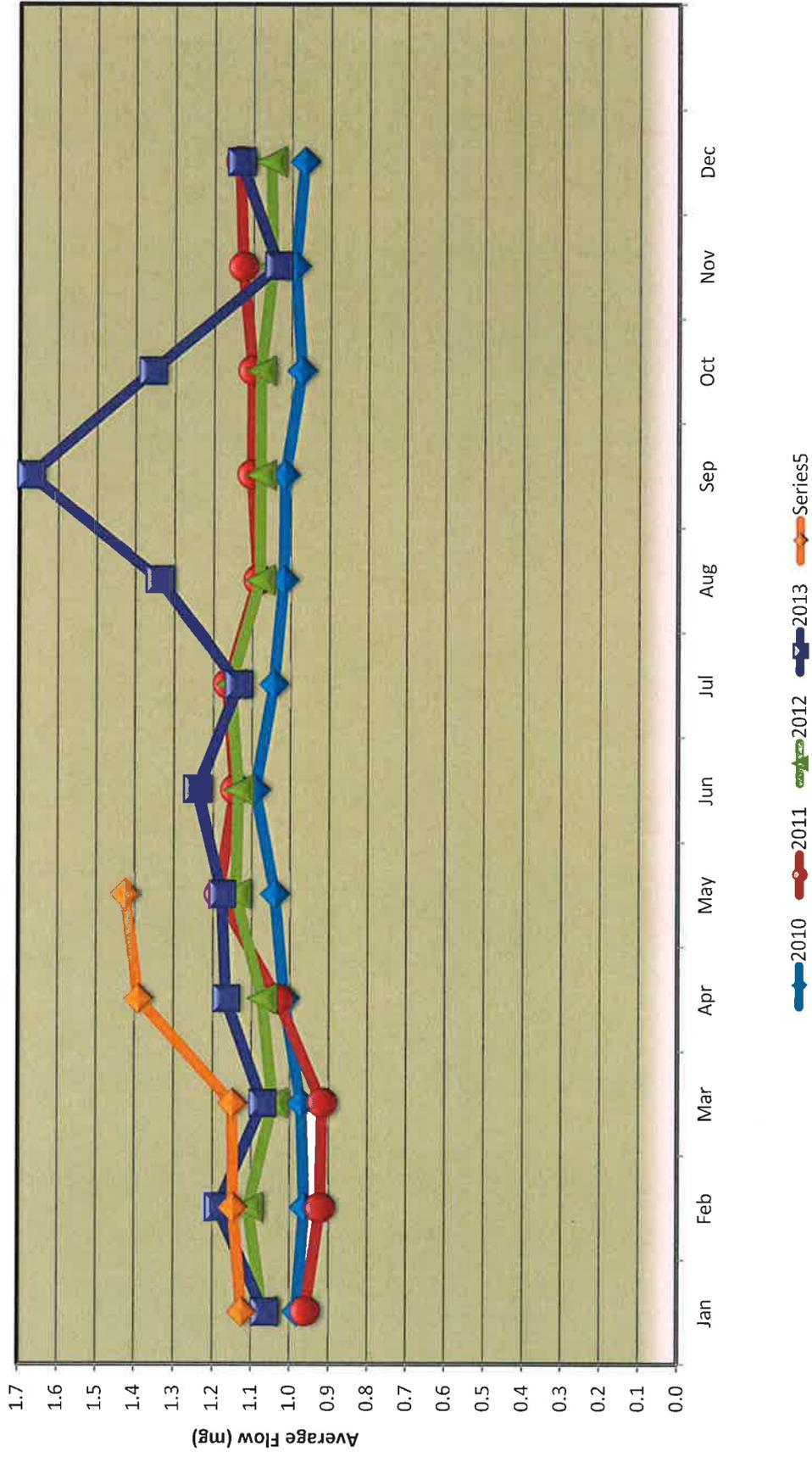
Water Treatment Facility Average Monthly Production



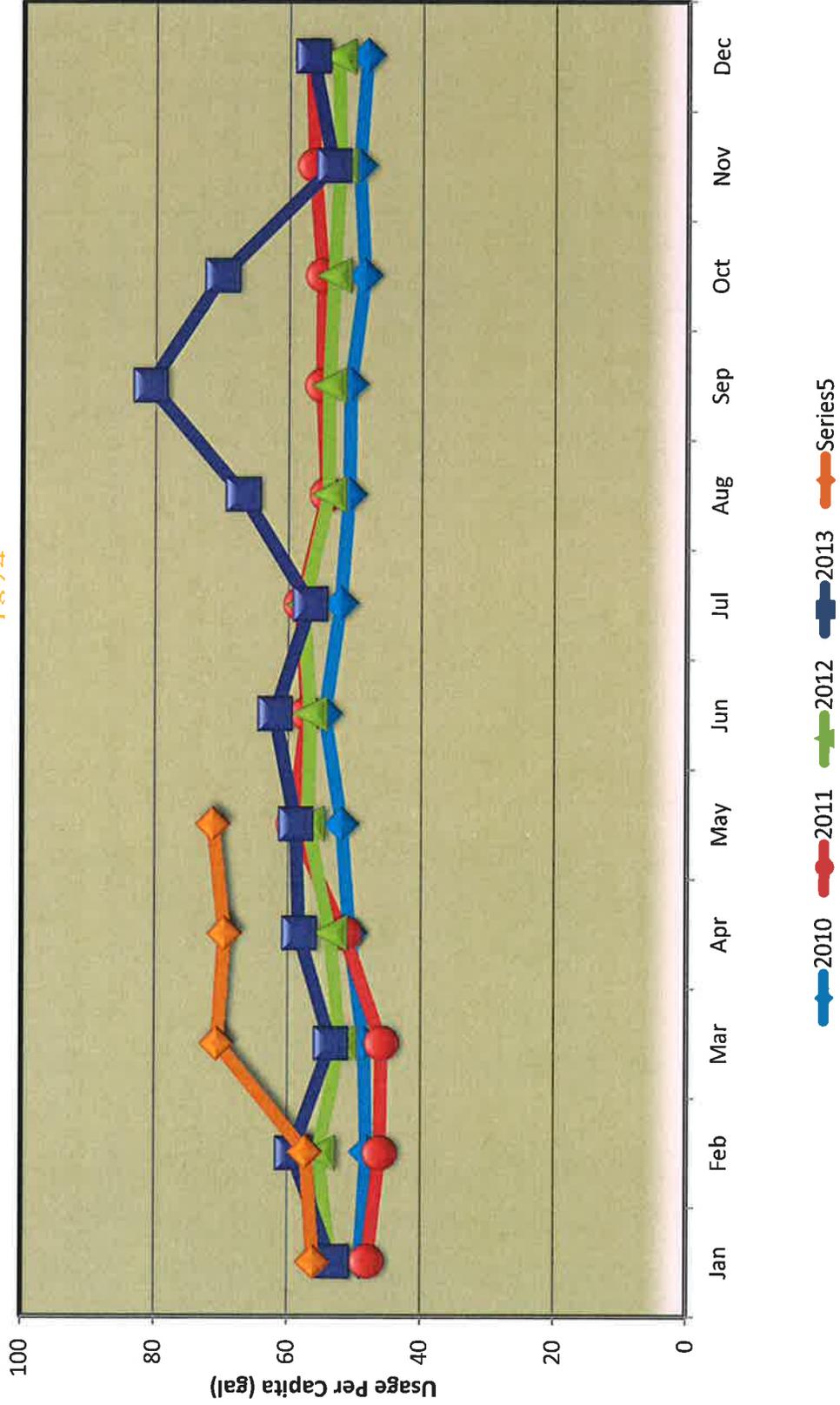
Water Treatment Facility Average Daily Usage Per Capita



Water Reclamation Facility Average Monthly Flows



Water Reclamation Facility Ave. Daily Usage Per Capita



TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: June 24, 2014

SUBJECT: STAFF REPORTS
Leon A. Wurl Service Center Solar Results Update

DEPARTMENT: Public Works

PRESENTER: Gary Behlen, Director of Public Works
Raelynn Ferrera, Public Works Coordinator

FISCAL INFORMATION: Cost as Recommended: \$ 0
Balance Available: \$ 0
Budget Line Item Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Required: Yes No

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On December 18, 2010, the Town activated its 95.2 kW photovoltaic (PV) solar array on the Leon A. Wurl Service Center. Since its activations, the PV Solar array has generated 277,817.00 kWh. The Town receives \$0.10 per kWh in rebates from Xcel Energy, which has totaled \$27,781.70 since activating the system.

June 2011 was the peak month generating 16,712 kWh and December 2011 was the lowest producing month generating 997 kWh. The system is producing an average of 139,668kWh per year, which exceeds the expected production of 127,421kWh.

Since activating the system, enough energy has been generated to save 2,623 60-watt light bulbs and 37,225 gallons of fuel.



Staff Review:

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

Approved by:


A.J. Krieger
Town Administrator

ATTACHMENTS:



May 2014 Erie Police Department Monthly Report



Crimes of Interest

May Crimes	
Theft	10
Simple Assaults	4
Criminal Mischief	13
DUI	8
Domestic Violence	2

Directed Activities

Month	Calls for Service	Case Reports Completed	Assigned Cases
January	503	268	18
February	493	254	26
March	573	277	41
April	585	299	65
May	584	385	64
June			
July			
August			
September			
October			
November			
December			
Total	2738	1483	214

Officer Initiated Activities

May Activities	
Foot Patrols	249
Open Doors	51
Citizen Assists	45
Felony Arrests	2
Misdemeanor Arrests	27

May Traffic Accidents	
Property Damage	13
Injury	2
Total	15

- The Department promoted the Town Clean-Up Day on May 3, 2014, in Old Town. Over 700 cars visited the Leon A Wurl Service center to discard old items and over 600 cars visited the landfill as well.
- 21 individuals graduated from the 2014 Citizen's Academy on May 9th, 2014. The 21 graduates represented the largest class ever for the 10 week program that has been in existence for 15 years.
- Administration participated in interviews of potential owner's representatives for the new Police Department/Municipal Court building project.
- Department conducted/hosted training on Butane Hash Oil production and an update on current Marijuana regulations/legislation on May 29th, 2014

Monthly Traffic Enforcement

Month	Warnings	Citations
January	269	85
February	300	118
March	257	114
April	245	136
May	221	106
June		
July		
August		
September		
October		
November		
December		
Total	1292	559