

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING ¹
Tuesday, July 8, 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 24, 2014 Meeting Minutes
- b. 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. (SECOND READING)
- c. 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 off Erie, Colorado; And, Setting Forth Details In Relation Thereto. (SECOND READING)
- d. Ordinance 28-2014; An Ordinance of the Town of Erie, Colorado , Repealing Ordinance 08-2014, Series of 2014, Adopted February 11, 2014; and Setting Forth Details in Relation Thereto. (FIRST READING)
- e. Resolution 14-78; A Resolution Authorizing the Town of Erie, to Enter Into an Intergovernmental Agreement with the Colorado Information Sharing Consortium; and Directing the Appropriate Town Officers to sign Said Agreement.
- f. Resolution 14-79; A Resolution of the Town of Erie, Repealing Resolution 14-37, Adopted on February 11, 2014; and Setting Forth Detail in Relation Thereto
- g. Resolution 14-80; A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Accepting The Vista Ridge Master Final Plat, Amendment 1 With A Condition.
- h. Resolution 14-81; A Resolution Authorizing the Director of Public Works to Execute the FAA's Airport Improvement Program (AIP) "Agreement for Transfer of Entitlements".

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.

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

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

NONE SCHEDULED

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

NONE SCHEDULED

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 27-2014; An Ordinance Authorizing The Town Of Erie, Colorado, To Enter Into An Encroachment License Agreement For The Placement Of Fiber Optic Lines In Town Right-Of-Way; Authorizing And Directing The Appropriate Town Officers To Sign Said Encroachment License Agreement; And, Setting Forth Details In Relation Thereto. **(STAFF IS REQUESTING PASSAGE ON 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.)

ADJOURN TO SPECIAL STUDY SESSION

TOWN OF ERIE
BOARD OF TRUSTEES REGULAR MEETING 1
Tuesday, June 24, 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 24, 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	Absent/Excused
	Trustee Charles	Present
	Trustee Woog	Present
	Mayor Harris	Present

III. APPROVAL OF THE AGENDA

Action: Trustee Kramer moved to approve the June 24, 2014 Agenda with the amendment of moving items d & e from the IV. Consent to VII. Resolutions; the motion was seconded by Trustee Schutt. The motion carried with all present voting in favor thereof.

IV. CONSENT AGENDA

- 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
- 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

Action: Trustee Charles moved to approve the June 24, 2014 Consent Agenda as amended; 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.

Gary Wetzberger, 1969 Seidler Court, Erie, CO. provided the Board with an update of the Arts Coalition of Erie activities.

Jan Rice, 4379 WCR 3, Erie, CO. provided the Board with an update of the Arts Coalition of Erie activities.

Jim Hoffmeyer, 1168, Fletcher Drive, Erie, CO. expressed issues of concern regarding Northridge Subdivision and Town connectivity.

VI. **PROCLAMATIONS AND PRESENTATIONS**

a. **Citizen Certificate of Appreciation – Presented to Kevin Moody by Marco Vasquez, Chief of Police** 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.

b. **National Parks and Recreation Month**

Farrell Buller, Director of Parks and Recreation presented this agenda item. 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 them 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.

VII. RESOLUTIONS

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

Gary Behlen, Director of Public Works presented staff recommendations for the approval of Resolution 14-72. 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.

Action: Mayor Pro tem Gruber moved to approve Resolution 14-72; the motion was seconded by Trustee Charles. The motion carried with the following roll call vote:

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

b. 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.

RESOLUTIONS (continued)

Farrell Buller, Director of Parks and Recreation presented staff recommendations for the approval of Resolution 14-76. 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.

- c. 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.**

Farrell Buller, Director of Parks and Recreation presented staff recommendations for the approval of Resolution 14-77. Per previous direction of the Board of Trustees and the Open Space and Trails Advisory Board (OST AB), 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.

Action: Mayor Pro Tem Gruber moved to approve Resolution 14-76; the motion was seconded by Trustee Schutt. The motion carried with the following roll call vote:

Roll Call:	Mayor Pro Tem Gruber	Yes
	Trustee Schutt	Yes
	Trustee Kramer	No
	Trustee Woog	No
	Trustee Charles	Yes
	Mayor Harris	Yes

Action: Trustee Schutt moved to approve Resolution 14-77; the motion was seconded by Mayor Pro Tem Gruber. The motion carried with the following roll call vote:

Roll Call:	Trustee Charles	Yes
	Trustee Woog	No
	Mayor Pro Tem Gruber	Yes
	Trustee Kramer	No
	Trustee Schutt	Yes
	Mayor Harris	Yes

VIII. ORDINANCES

- 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.**

Kristen Brown, Town Prosecutor presented staff recommendations for the approval of Ordinance 25-2014. 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.

Action: Trustee Gruber asked that in Ordinance 25-2014 section 6-8-10 "verbal utterance "be changed to either vocal or oral utterance; in addition would like to change the language in 6-8-11 that the form of identification be a "Town of Erie" badge be included in the wording and in section 6-8-13 section A amend himself to himself/herself. This was the first reading of Ordinance 25-2014 and it will be brought back for Board action at the July 8, 2014 meeting.

- 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.**

Kristen Brown, Town Prosecutor presented staff recommendations for the approval of Ordinance 26-2014. 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.

Action: Ms. Brown will make changes to make the wording to be consistent with the State Statutes. This was the first reading of Ordinance 26-2014 and it will be brought back for Board action at the July 8, 2014 meeting.

IX. BOARD OF TRUSTEES REPORTS & APPOINTMENTS

Mayor Pro Tem Gruber asked for clarification that the construction area around the Coal Creek Trail Corridor would be restored. Gary Behlen stated that the contractor will reseed and restore the area. **Trustee Kramer** asked to staff to look into flooding on trail north of County Line Road and South of Balcom.

Trustee Schutt reported on a recent Erie Economic Development Council Meeting.

Trustee Woog asked if the Town Prosecutor and Town Attorney were on an hourly rate and asked if the Town would save money if the Prosecutor were allowed to present earlier in the meeting. Staff will look into doing this.

Trustee Charles noted that the work on County Line Road at Arapahoe was completed. Trustee Charles also noted that he felt that the recent CML Conference was very beneficial.

Mayor Harris reported that the Erie Police were still investigating the recent arson incident at Black Rock Elementary School and if anyone had any information on this to contact the Erie Police.

Tomorrow is Bike to Work Day; the Colorado National Golf Club Fireworks are July 3rd.

X. ADJOURNMENT

Action: Trustee Kramer moved to adjourn the June 24, 2014 Regular Meeting of the Town of Erie Board of Trustees; the motion was seconded by Trustee Charles. The motion carried with all present voting in favor thereof.

Action: Mayor Harris adjourned the June 24, 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: July 8, 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 PROVISIONS OF THE MUNICIPAL CODE OF THE TOWN OF ERIE, AND SETTING FORTH DETAILS IN RELATION THERETO.

DEPARTMENT: Legislative

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

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

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Changes were made to the attached ordinance pursuant to the direction of the Board of Trustees (specifically to 6-8-10.A. Disrupting Lawful Assembly; 6-8-11.A. Fail to Obey Lawful Order 6-8-13.A. Public Buildings – Trespass, Interference). I will note that upon making the changes I realized that I misspoke when asked by Mayor Pro Tem Gruber about the Fail to Obey Lawful Order provisions. Those provisions are not also statutory provisions, however similar provisions have been enacted by various municipalities.

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, oral 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 by display of his or her official police badge.

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 or herself 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: July 8, 2014

SUBJECT: **ORDINANCES**
ORDINANCE 26-2014; AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, AMENDING SPECIFIC PORTIONS OF THE TITLE6, "POLICE AND TRAFFICE 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 N/A
Recommended:
INFORMATION: Balance Available:
Budget Line Item
Number: 000 . 00 . 000 . 000000 . 000000
New Appropriation Yes X No
Required:

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Changes were made to the attached ordinance pursuant to the direction of the Board of Trustees. In particular, 6-4-7, Throwing Missiles, was amended with the addition of paragraph B and C (similar provisions already in the municipal code).

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 any public or private building without the consent of the owner. 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.

C. It shall be unlawful for any person to knowingly project any missile at any person, unless done with the knowledge and consent of such person during a recognized athletic game and with a ball, puck or other object used in such game for such purpose. This subsection is designated a criminal violation, and upon conviction, penalties set forth at Sec. 1-4-4.B of this Code shall apply.

D. 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.

E. 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 TRUSTEES AGENDA ITEM**

Board Meeting Date: July 8, 2014

SUBJECT: **ORDINANCES-CONSENT**
Ordinance 28-2014; An Ordinance of the Town of Erie, Colorado, Repealing Ordinance No. 08-2014, Series of 2014, Adopted February 11, 2014; and Setting Forth Details in Relation Thereto (First Reading)

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 Ordinance 28-2014 on Second Reading

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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: Ordinance 28-2014

ORDINANCE NO. 28- 2014
Series of 2014

**AN ORDINANCE OF THE TOWN OF ERIE, COLORADO, REPEALING
ORDINANCE NO. 08–2014, SERIES OF 2014, ADOPTED FEBRUARY 11, 2014;
AND, SETTING FORTH DETAILS IN RELALTION THERETO.**

WHEREAS, The Board of Trustees of the Town of Erie adopted Ordinance No. 08-2014, Series of 2014, on February 11, 2014, amending Title 2, “Revenue and Finance,” Chapter 10, “Fees,” Section 6, “Building Inspection Fees,” and Chapter 11, “Sales and Use Tax,” Section 2, “Use Tax,” of the Municipal Code of the Town of Erie to limit the fees on solar energy devices and systems and to exempt the Town use tax on such devices and systems; and,

WHEREAS, The Board of Trustees of the Town of Erie now wishes to repeal Ordinance No. 08-2014, Series of 2014, thereby undoing the limit previously put on the fees on solar energy devices and systems and reversing the exemption from the Town use tax on such devices and systems; and,

WHEREAS, it is deemed to be in the best interest of the public health, safety and welfare of the residents of the Town of Erie for the Town of Erie to repeal said Ordinance No. 08 - 2014.

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

Section 1. Ordinance No. 08-2014, Series of 2014, is hereby repealed in its entirety, and the Code provisions amended therein shall return to the language in place prior to the adoption of said Ordinance.

Section 3. Severance Clause. If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees 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. 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 5. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 8TH DAY OF JULY, 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: July 8, 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:



A.J. 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 8TH DAY OF JULY, 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

**ERIE POLICE DEPARTMENT
INTER-DEPARTMENT
CORRESPONDENCE**

TO: Chief Vasquez

FROM: Commander Mathis

DATE: June 27, 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

**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.](#)

**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: _____

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

Board Meeting Date: July 8, 2014

SUBJECT: RESOLUTIONS-CONSENT
Resolution 14-79; A Resolution of the Town of Erie, Colorado, Repealing Resolution 14-37. Adopted on February 11, 2014; and Setting For the 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

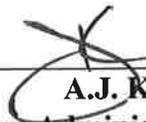
STAFF RECOMMENDATION: Staff recommends approval Resolution 14-79

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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 14-79

RESOLUTION NO. 14-79

A RESOLUTION OF THE TOWN OF ERIE, COLORADO, REPEALING RESOLUTION NO. 14-37, ADOPTED ON FEBRUARY 11, 2014; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie adopted Resolution No. 14-37 on February 11, 2014, directing the Town Administrator to implement an incentive plan to reward individual employees with a cash payment based on verified operational savings; and,

WHEREAS, The Board of Trustees of the Town of Erie now wishes to repeal Resolution No. 14-37; and,

WHEREAS, it is deemed to be in the best interest of the public health, safety and welfare of the residents of the Town of Erie for the Town of Erie to repeal said Resolution No. 14-37.

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

Section 1. That Resolution No. 14-37 is hereby repealed in its entirety.

ADOPTED AND APPROVED THIS 8TH DAY OF JULY, 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: July 8, 2014

SUBJECT: RESOLUTIONS: CONSENT

CONSIDERATION OF RESOLUTION 14-80: A Resolution By The Board Of Trustees Of The Town Of Erie, Colorado Accepting The Vista Ridge Master Final Plat, Amendment 1 With A Condition.

CODE REVIEW: Erie Municipal Code, Title 10

PURPOSE: Board of Trustees acceptance of the Vista Ridge Master Final Plat Amendment 1.

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Community Development Director

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

STAFF RECOMMENDATION: Staff recommends the Board of Trustees authorize the Mayor to accept the Vista Ridge Master Final Plat Amendment 1 with the following condition by approving Resolution 14-80.

1. The Vista Ridge Master Final Plat Amendment 1 shall be recorded concurrent with the deeds transferring Tracts 11-B, 12-B and 12-C, Vista Ridge Master Final Plat Amendment 1 to the Town of Erie.

PLANNING COMMISSION RECOMMENDATION: n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owner: Colorado National Golf Club, LLC
2700 Vista Parkway
Erie, CO 80516

Location: Colorado National Golf Club adjacent to State Highway 7, highlighted below in red.



Summary:

The Resolution, provided for consideration by the Board of Trustees, accepts the Vista Ridge Master Final Plat, Amendment 1.

Project Description:

The Vista Ridge Master Final Plat, Amendment 1 creates three new tracts from two existing tracts. The purpose of creating the new tracts is that the three new tracts will be deeded to the Town so that the Town may:

1. Construct sidewalks along State Highway 7 from the Blue Sky Condominiums to the Vista Ridge Commercial development; and
2. Construct a new access (3/4 movement) into the Vista Ridge Commercial development from State Highway 7.

Project Process:

The Community Development Director and Public Works Director have conditionally approved the Vista Ridge Master Final Plat, Amendment 1, contingent upon the acceptance of the final plat by the Board of Trustees and the deeds transferring the tracts to the Town.

Public Notice:

Public Notice is not required.

Staff Recommendation:

Staff recommends the Board of Trustees authorize the Mayor to accept the Vista Ridge Master Final Plat Amendment 1 with the following condition by approving Resolution 14-80.

1. The Vista Ridge Master Final Plat Amendment 1 shall be recorded concurrent with the deeds transferring Tracts 11-B, 12-B and 12-C, Vista Ridge Master Final Plat Amendment 1 to the Town of Erie.

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 14-80
- b. Vista Ridge Master Final Plat, Amendment 1

ATTACHMENT A

RESOLUTION NO. 14-80

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO ACCEPTING THE VISTA RIDGE MASTER FINAL PLAT AMENDMENT 1 WITH A CONDITION.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, considered the acceptance of the Vista Ridge Master Final Plat Amendment 1 on July 8, 2014, on the application of the Colorado National Golf Club, LLC, 2700 Vista Parkway, Erie, Colorado, 80516; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, desires to accept the Vista Ridge Master Final Plat Amendment 1 from the Colorado National Golf Club, LLC; and,

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town and its citizens to accept the Vista Ridge Master Final Plat Amendment 1.

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

Section 1. The Board of Trustees of the Town of Erie hereby accepts the Vista Ridge Master Final Plat Amendment 1.

Section 2. The Board of Trustees of the Town of Erie hereby accepts the Vista Ridge Master Final Plat Amendment 1 with the following condition:

1. The Vista Ridge Master Final Plat Amendment 1 shall be recorded concurrent with the deeds transferring Tracts 11-B, 12-B and 12-C, Vista Ridge Master Final Plat Amendment 1 to the Town of Erie.

INTRODUCED, READ, SIGNED AND APPROVED this 8th day of July 2014.

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

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

ATTACHMENT B

VISTA RIDGE MASTER FINAL PLAT, AMENDMENT 1

A REPLAT OF TRACTS 11 AND 12, VISTA RIDGE MASTER PLAT
 LOCATED IN THE SOUTH ONE-HALF OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.
 TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
 28.3377 ACRES - 4 TRACTS
 MA-13-00060 FINAL

DEDICATION STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THE UNDERSIGNED ARE THE OWNER, HUSBANDS OR AS PARTNERS OF CERTAIN LANDS IN THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

ALL OF TRACT 12, VISTA RIDGE MASTER PLAT AS RECORDED UNDER RECEPTION NO. 28384226 IN THE OFFICE OF THE COUNTY CLERK OF WELD COUNTY, COLORADO, AND ALL OF TRACT 11, VISTA RIDGE MASTER PLAT AS RECORDED UNDER RECEPTION NO. 28384226 IN THE OFFICE OF THE COUNTY CLERK OF WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. 201'2" OF A CORNER TO THE NORTH-HAVING A BEARING OF 225°00'00" AND A DISTANCE OF 201'2" TO THE WESTERLY CORNER OF VISTA RIDGE PLAT NO. 1, BOOK 11, LOT 6, UNCLERKED AND RECORDED UNDER RECEPTION NO. 28384226 IN THE OFFICE OF THE COUNTY CLERK OF WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 - BEARING ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 104.52 FEET, TO A POINT OF BEGINNING ON SAID EASTERN RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:
 - BEARING ON SAID EASTERN RIGHT-OF-WAY LINE, A DISTANCE OF 114.26 FEET, TO A POINT OF BEGINNING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 114.26 FEET,
2. 201'2" OF A CORNER TO THE NORTH-HAVING A BEARING OF 225°00'00" AND A DISTANCE OF 201'2" TO THE WESTERLY CORNER OF VISTA RIDGE PLAT NO. 1, BOOK 11, LOT 6, UNCLERKED AND RECORDED UNDER RECEPTION NO. 28384226 IN THE OFFICE OF THE COUNTY CLERK OF WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 114.26 FEET,
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
3. 201'2" OF A CORNER TO THE NORTH-HAVING A BEARING OF 225°00'00" AND A DISTANCE OF 201'2" TO THE WESTERLY CORNER OF VISTA RIDGE PLAT NO. 1, BOOK 11, LOT 6, UNCLERKED AND RECORDED UNDER RECEPTION NO. 28384226 IN THE OFFICE OF THE COUNTY CLERK OF WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 114.26 FEET,
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
4. 201'2" OF A CORNER TO THE NORTH-HAVING A BEARING OF 225°00'00" AND A DISTANCE OF 201'2" TO THE WESTERLY CORNER OF VISTA RIDGE PLAT NO. 1, BOOK 11, LOT 6, UNCLERKED AND RECORDED UNDER RECEPTION NO. 28384226 IN THE OFFICE OF THE COUNTY CLERK OF WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
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 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
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 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
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 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
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 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 114.26 FEET,
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
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 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 114.26 FEET,
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
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 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 114.26 FEET,
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
11. 201'2" OF A CORNER TO THE NORTH-HAVING A BEARING OF 225°00'00" AND A DISTANCE OF 201'2" TO THE WESTERLY CORNER OF VISTA RIDGE PLAT NO. 1, BOOK 11, LOT 6, UNCLERKED AND RECORDED UNDER RECEPTION NO. 28384226 IN THE OFFICE OF THE COUNTY CLERK OF WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 114.26 FEET,
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
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 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 114.26 FEET,
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,

OWNERSHIP CERTIFICATION

COMPARISON NATIONAL CORP. d/b/a CILIC
 DATE: _____
 STATE OF COLORADO

ACCEPTANCE CERTIFICATE

THE OPERATION OF TRACT 12, AS HEREBY ACCEPTED FOR MAINTENANCE BY THE VILLAGE HOME OWNERS ASSOCIATION, INC.
 BY: CHRIS JERSON PROPERTY MANAGER
 DATE: _____
 STATE OF COLORADO

LIEN HOLDER CERTIFICATIONS

WITNESSEY BY HAND AND SEAL, BY COMMISSION EXPRES
 DATE: _____
 STATE OF COLORADO

NOTARY PUBLIC

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 WITNESSEY BY HAND AND SEAL, BY COMMISSION EXPRES

LAND SWARTHY TABLE

TRACT	AREA (ACRES)	AREA (SQ. FT.)	PERCENTAGE OF TOTAL
TRACT 11	1.11	75,344	2.63%
TRACT 12	27.22	1,868,816	87.37%
TOTAL	28.33	1,944,160	100.00%

FLOODPLAIN

THE UNDERSIGNED HAS BEEN ADVISED BY THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) THAT THE SUBJECT PROPERTY IS LOCATED IN ZONE V-1, ZONE OF SPECIAL FLOOD HAZARD ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 08235 0710 D PATED SEPTEMBER 28, 2009. THE FLOOD INSURANCE RATE MAP NUMBER 08235 0710 D PATED SEPTEMBER 28, 2009 IS AVAILABLE FOR REVIEW AT THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) OFFICE, 1000 N. 17TH AVENUE, DENVER, CO 80202.

NOTARY PUBLIC

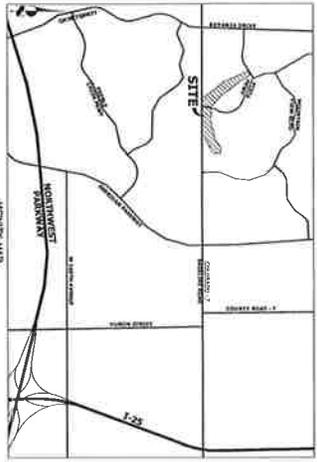
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 WITNESSEY BY HAND AND SEAL, BY COMMISSION EXPRES

NOTARY PUBLIC

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 WITNESSEY BY HAND AND SEAL, BY COMMISSION EXPRES

SUBVERTOR'S STATEMENT

I, JARROLD ANKAS, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT I HAVE CONDUCTED A SURVEY OF THE SUBJECT PROPERTY AND THAT THE SUBJECT PROPERTY IS NOT A SUBVERTOR'S STATEMENT AND THAT THE SUBJECT PROPERTY IS NOT A SUBVERTOR'S STATEMENT AND THAT THE SUBJECT PROPERTY IS NOT A SUBVERTOR'S STATEMENT.



GENERAL NOTES

1. THIS PLAT IS TO BE KNOWN AS VISTA RIDGE MASTER FINAL PLAT, AMENDMENT 1, AS APPROVED AND RECORDED UNDER RECEPTION NO. 28384226 IN THE OFFICE OF THE COUNTY CLERK OF WELD COUNTY, COLORADO.
2. THE AREA OF THIS PLAT IS 28.3377 ACRES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 114.26 FEET,
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
3. THE AREA OF THIS PLAT IS 28.3377 ACRES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 114.26 FEET,
 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
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 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
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 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,
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 - BEARING ON SAID WESTERNY RIGHT-OF-WAY LINE, A DISTANCE OF 104.68 FEET,

BOARD OF TRUSTEES APPROVAL CERTIFICATE

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 WITNESSEY BY HAND AND SEAL, BY COMMISSION EXPRES

COMMUNITY DEVELOPMENT AND PUBLIC WORKS APPROVAL CERTIFICATE

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
 WITNESSEY BY HAND AND SEAL, BY COMMISSION EXPRES

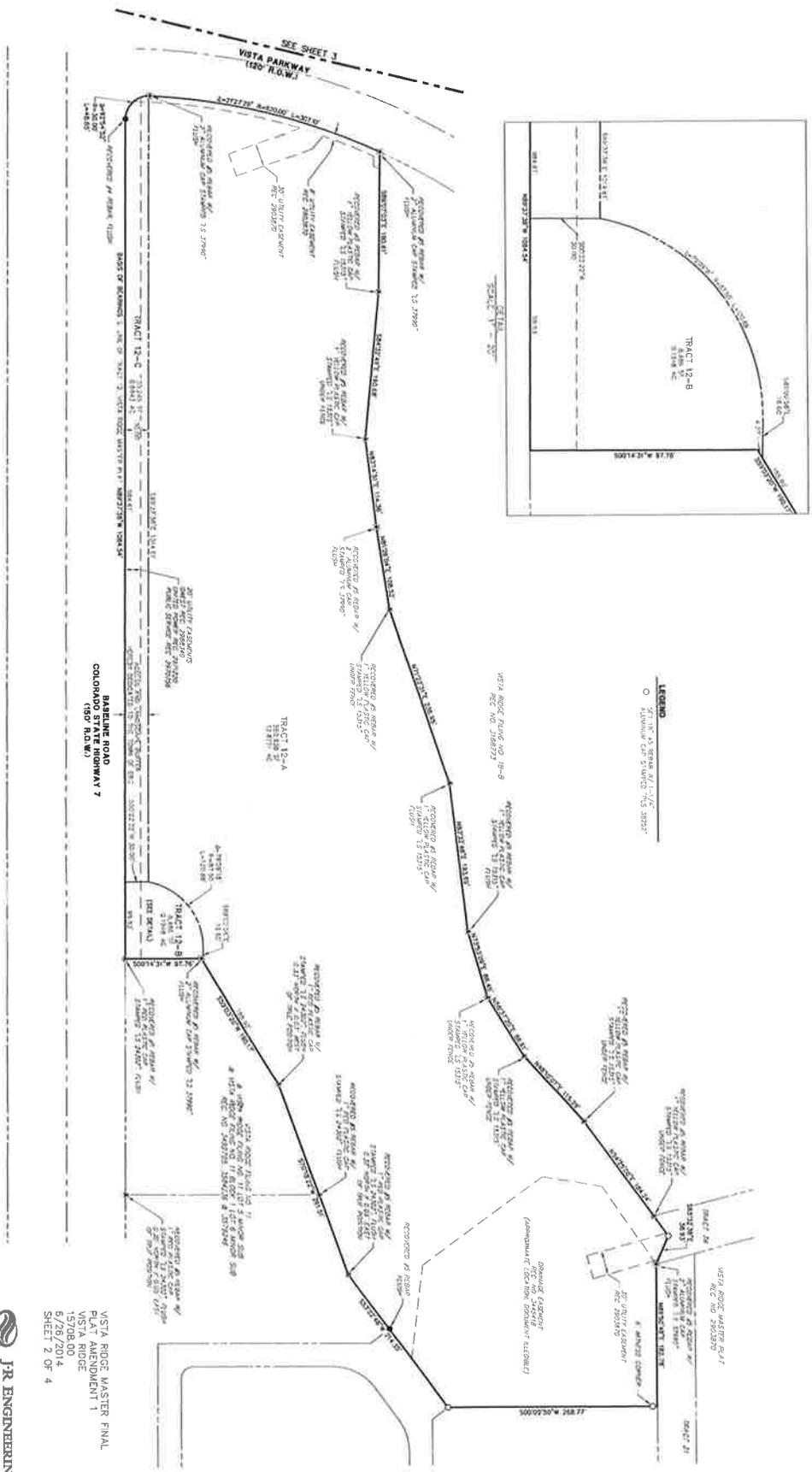
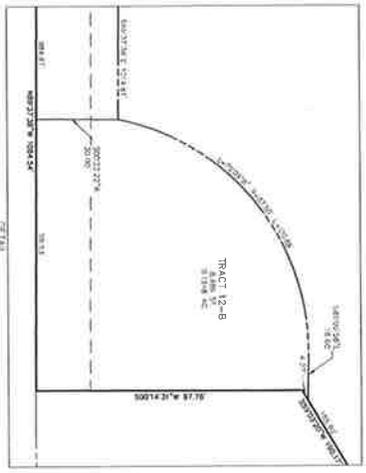


JPR ENGINEERING
 A Member Company
 15708 00
 6/28/2014
 SHEET 1 OF 4
 Contact: JPR@jpr.com | Phone: 970.755.2533
 Fax: 970.755.2533 | www.jpr.com

VISTA RIDGE MASTER FINAL PLAT, AMENDMENT 1

A REPLAT OF TRACTS 11 AND 12, VISTA RIDGE MASTER PLAT
 LOCATED IN THE SOUTH ONE-HALF OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.
 TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
 28.3377 ACRES - 4 TRACTS
 MA-13-00060 FINAL

10 20 30 40
 ORIGINAL SCALE 1" = 60'

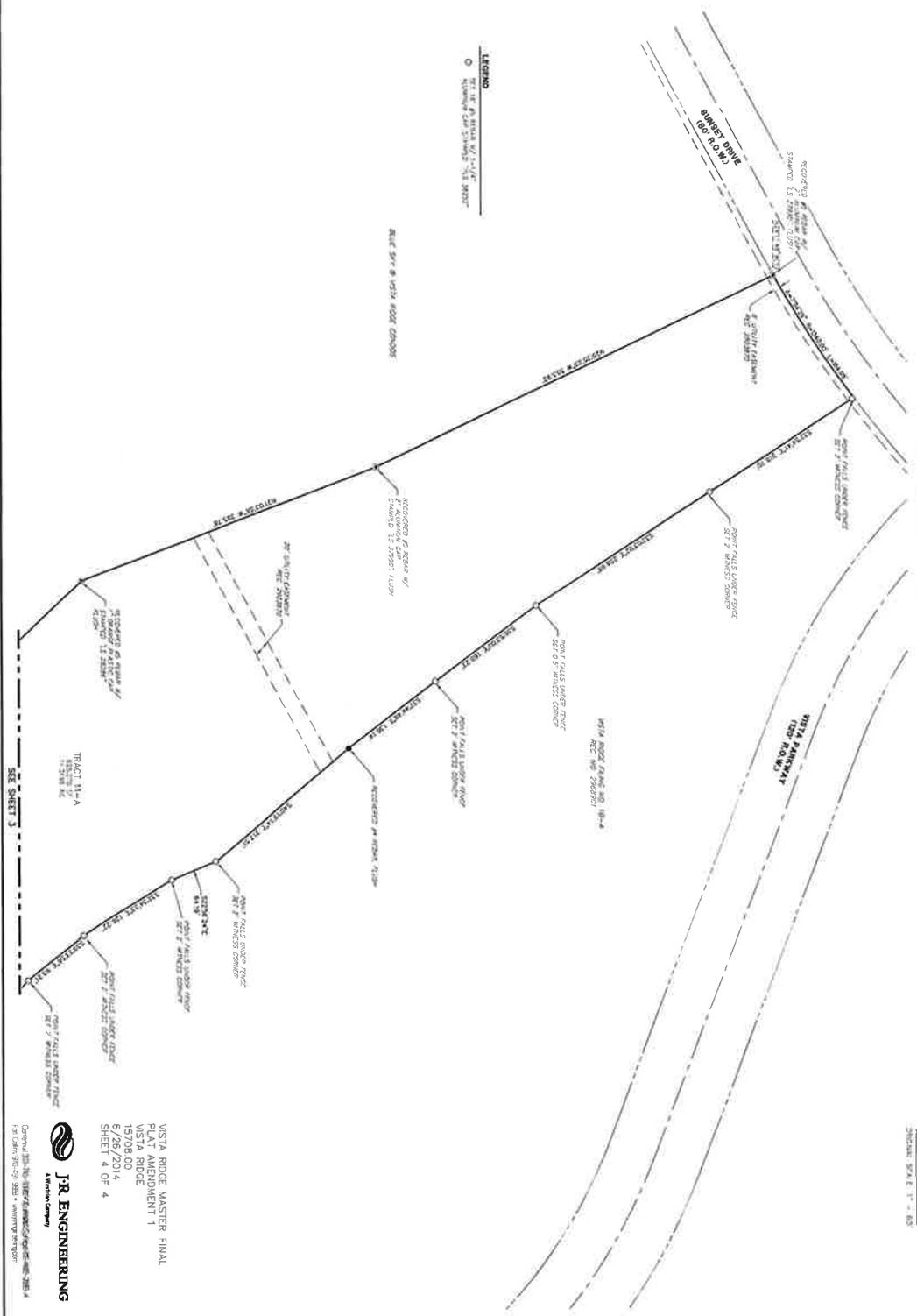
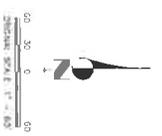


JR ENGINEERING
 A Professional Corporation
 6700 South 104th Avenue, Suite 300
 Centennial, CO 80109
 Tel: (303) 555-9888 • www.jr-engineering.com

VISTA RIDGE MASTER FINAL
 PLAT AMENDMENT 1
 VISTA RIDGE
 15708.00
 6/28/2014
 SHEET 2 OF 4

VISTA RIDGE MASTER FINAL PLAT, AMENDMENT 1

A REPLAT OF TRACTS 11 AND 12, VISTA RIDGE MASTER PLAT
 LOCATED IN THE SOUTH ONE-HALF OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.
 TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
 28.3377 ACRES - 4 TRACTS
 MA-13-00060 FINAL



LEGEND
 ○ TRACT 11 BOUNDARY
 ○ REPLAT OF TRACT 11 BOUNDARY

VISTA RIDGE MASTER FINAL
 PLAT AMENDMENT 1
 VISTA RIDGE
 15708.00
 6/26/2014
 SHEET 4 OF 4



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 P.O. Box 20, 69 388 • wemyer@jreng.com

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 8, 2014

SUBJECT: **CONSENT AGENDA**
Consideration of Resolution 14-81: A Resolution Authorizing the Director of Public Works to execute the FAA's Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements"

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**
Russell Pennington, Deputy 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: Approving Resolution 14-81 authorizing the Director of Public Works to execute said agreement.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Each year, the FAA dedicates \$150,000 in General Aviation (GA) Funds to the Erie Municipal Airport for FAA approved projects. These funds comprise 95% of project funding with the remaining 5% split between Colorado Division of Aeronautics and the Town.

The FAA grants can be rolled over for a maximum of three years. Of the \$150,000 for years 2013 and 2014, only approximately \$30,000 is planned on being used in 2014. Since the majority of the money is not currently being used, the FAA has requested that the Town loan a portion of the saved up FAA grants to the County of Garfield, CO. The loan will be paid back by the County of Garfield when the Town plans on using the funds.

The Town of Erie submits a 5-year Capital Improvements Plan (CIP) to the FAA and the Colorado Division of Aeronautics each year. The Town is currently rolling over the FAA Entitlement Grants from 2013 and 2014 to be used for larger projects that are planned in 2016 and 2018. The current CIP anticipates using this same loan program in future years (2017 and 2019) for the same reason. The Town has also previously participated in this program through the FAA.

This loan to the County of Garfield, CO has been coordinated with Jason Hurd, the airport manager.

Enclosed are three copies of the Airport Improvement Program (AIP) "Agreement for Transfer of Entitlements". This agreement will transfer \$125,000 of fiscal year 2013 and \$3,034 of fiscal year 2014 Federal funds from the Town of Erie to the County of Garfield, Colorado.

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
SJ Finance Director
GWB Police Chief
GWB Public Works Director

Approved by:



AJ Krieger
Town Administrator

ATTACHMENTS:

- a. 3 copies of AIP "Agreement for Transfer of Entitlements"
- b. Resolution 14-81

RESOLUTION 14-81

A RESOLUTION OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE THE FEDERAL AVIATION ADMINISTRATION'S AIRPORT IMPROVEMENT PROGRAM (AIP); AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie is a municipal corporation duly organized and existing under laws of the State of Colorado; and

WHEREAS, the Town of Erie applies for and receives Federal Aviation Administration Grants for the Town of Erie Municipal Airport; and

WHEREAS, each year the FAA dedicates \$150,000 in General Aviation Funds to the Erie Municipal Airport and of the monies for the 2013 and 2014 years only approximately \$30,000 is planned on being used in 2014; and

WHEREAS, the FAA has requested that the Town loan a portion of the unused amount to the County of Garfield to be paid back when the Town plans on using the funds; and

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

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

Section 1. That the Agreement for Transfer of Entitlements between the Town of Erie and the Federal Aviation Administration, (FAA) is found to be a reasonable and acceptable agreement for the purpose of loaning these entitlements to the County of Garfield.

Section 2. That the Town of Erie be and is hereby authorized and directed to enter into the Agreement for Transfer of Entitlements with the FAA, 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 Agreement for Transfer of Entitlements 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 8TH DAY OF JULY 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



U.S. Department
of Transportation

**Federal Aviation
Administration**

Northwest Mountain Region
Colorado, Idaho, Montana
Oregon, Utah, Washington,
Wyoming

Denver Airports District Office
26805 East 68th Ave., Suite 224
Denver, CO 80249-6361
(303) 342-1282

June 10, 2014

Mr. Russell Pennington, P.E.
Deputy Director of Public Works
645 Holbrook Street
Erie, Colorado 80516

Dear Mr. Pennington:

Enclosed are three copies of the Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements". This agreement will transfer \$125,000 of fiscal year (FY) 2013 and \$3,034 of fiscal year (FY) 2014 Federal funds from the Town of Erie, Colorado, to the County of Garfield, Colorado. Please complete this agreement by having the authorized official execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the "Agreement For Transfer of Entitlements", please return two copies to this office. The other copy is for your records.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christopher J. Schaffer".

Christopher J. Schaffer, Acting Manager
Denver Airports District Office

Enclosures



U.S. Department
of Transportation
**Federal Aviation
Administration**

AGREEMENT FOR TRANSFER OF ENTITLEMENTS

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act"):

TOWN OF ERIE, COLORADO

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(c)(1) of the Act.

	Amount	
	\$125,000	NP2013
	\$3,034	NP2014
TOTAL \$	\$128,034	

On the condition that the Federal Aviation Administration makes the waived amount available to:

COUNTY OF GARFIELD, COLORADO

For eligible projects under section 47104(a) Act. This waiver shall expire on earlier of September 30, 2014 or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

**FOR: THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

FOR: TOWN OF ERIE, COLORADO

BY: 

BY: _____
(Sponsor's Official Designated Representative)

TITLE: Acting Manager, Denver Airports District Office

TITLE: _____

DATE: June 10, 2014

DATE: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Colorado and the Act.

Dated at _____ this day of _____, 2014

BY: _____
(Signature of Sponsor's Attorney)



U.S. Department
of Transportation
**Federal Aviation
Administration**

AGREEMENT FOR TRANSFER OF ENTITLEMENTS

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FEDERAL AVIATION ADMINISTRATION**

FOR: TOWN OF ERIE, COLORADO

BY: 

BY: _____
(Sponsor's Official Designated Representative)

TITLE: Acting Manager, Denver Airports District Office

TITLE: _____

DATE: June 10, 2014

DATE: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Colorado and the Act.

Dated at _____ this day of _____, 2014

BY: _____
(Signature of Sponsor's Attorney)



U.S. Department
of Transportation
**Federal Aviation
Administration**

AGREEMENT FOR TRANSFER OF ENTITLEMENTS

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act"):

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	Amount	
	\$125,000	NP2013
	\$3,034	NP2014
TOTAL \$	\$128,034	

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For eligible projects under section 47104(a) Act. This waiver shall expire on earlier of September 30, 2014 or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

**FOR: THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

FOR: TOWN OF ERIE, COLORADO

BY: 

BY: _____
(Sponsor's Official Designated Representative)

TITLE: Acting Manager, Denver Airports District Office

TITLE: _____

DATE: June 10, 2014

DATE: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Colorado and the Act.

Dated at _____ this day of _____, 2014

BY: _____
(Signature of Sponsor's Attorney)

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM

Board Meeting Date: July 8, 2014

SUBJECT: **ORDINANCES**
Consideration of Ordinance No. 27-2014, An Ordinance Authorizing the Town to Enter into an Encroachment License Agreement with Zayo Group, LLC, a Delaware Limited Liability Company; And, Setting Forth Details In Relation Thereto; And, Pass on First Reading.

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Wendi Palmer, Public Works Civil 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: **Consideration of Ordinance No. 27-2014, Authorizing the Town to Enter into an Encroachment License Agreement with Zayo Group, LLC, a Delaware Limited Liability Company; And, Setting Forth Details In Relation Thereto; and, Pass on First Reading.**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Zayo Group has approached Town Staff requesting the use of Town right-of-way for the installation of a fiber optic line. The line will provide fiber optic for the Boulder Valley School District, in addition to other existing and future users.

The Zayo Group proposed fiber optic route will enter the Town of Erie's right-of-way at the 109th Ave. & Erie Parkway, head east along the south side of Erie Parkway to 119th Street, then head south along the west side of 119th St. pass Austin Ave, then, cross 119th Street continuing south along the east side of the roadway until exiting the Town of Erie right-of-way.

Zayo Group desired to start construction within Erie as early as early as possible. Applicant is requesting the ordinance pass on first reading in order to meet their deadline for Boulder Valley School District.

Staff recommends that the Encroachment License Agreement be approved on first reading in order to allow Zayo Group to begin construction as planned.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

ATTACHMENTS:

- a. Ordinance No. 27-2014
- b. Zayo Fiber Alignment Map
- c. Encroachment License Agreement

ORDINANCE NO. 27-2014
Series of 2014

AN ORDINANCE AUTHORIZING THE TOWN OF ERIE, COLORADO, TO ENTER INTO AN ENCROACHMENT LICENSE AGREEMENT FOR THE PLACEMENT OF FIBER OPTIC LINES IN TOWN RIGHT-OF-WAY; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID ENCROACHMENT LICENSE AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie, Colorado wishes to enter into an Encroachment License Agreement with Zayo Group, LLC to allow the placement of a fiber optic line in Town Right-of-Way; 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 Encroachment License Agreement.

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

Section 1. That the an Encroachment License Agreement between the Town of Erie and Zayo Group, LLC, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement for placement of a fiber optic line in Town Right-of-Way.

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

Section 3. That entering into the Encroachment License 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.

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

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

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

**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.

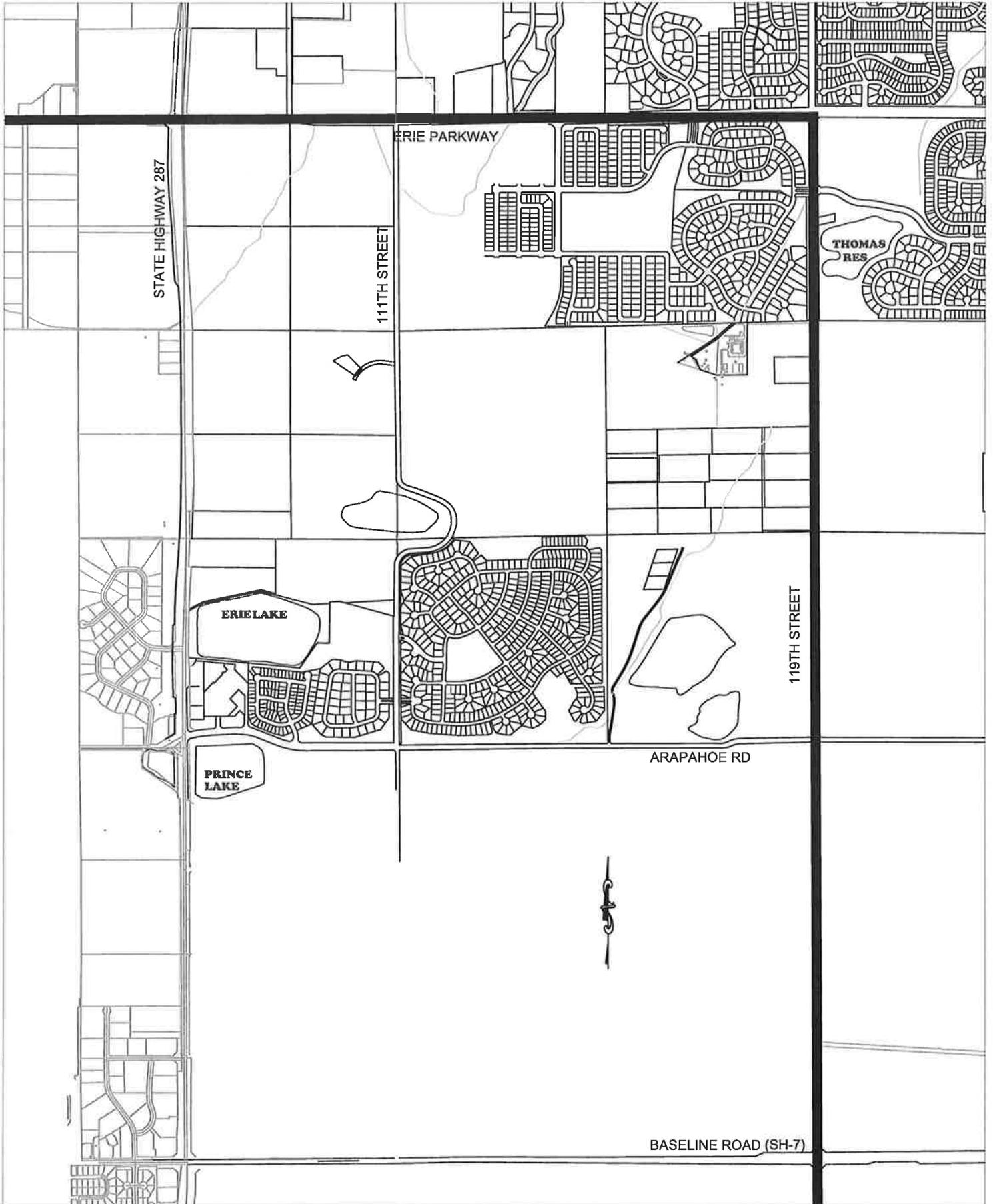
TOWN OF ERIE, COLORADO, a Colorado
municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

ZAYO FIBER ALIGNMENT MAP - JULY 8, 2014



ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT ("Agreement") is made and entered into at Erie, Colorado this ___ day of _____, 2014, by and between the TOWN OF ERIE, a Colorado municipal corporation ("Town") and Zayo Group, LLC, a Delaware Limited Liability Company ("Owner").

RECITALS

A. Owner is the owner of a Fiber Optic Line. ("Owner's Property").

B. Town is the owner of the following real property situate in the County of Boulder and State of Colorado, to wit: Erie Parkway right of way from the west side of 109th Street to the east side of 119th Street, and 119th Street right of way from the south side of Erie Parkway to the southerly Corporate Town Limits. See Exhibit "A," attached hereto and incorporated herein by this reference ("Town's Property").

C. A portion of the Owner's Property and improvements encroaches into and on the Town's Property (the "Encroachment"), as shown on the attached Exhibit "A," and as shown on the Phase 1 and Phase 2 construction plans Exhibit "B," which is incorporated herein by reference.

D. The Town has agreed to grant to Owner a personal privilege to maintain the Encroachment described above on the Town's Property, all in accordance with, and subject to the terms, conditions and limitations of, this Agreement.

1. Grant of License. The Town hereby grants to the Owner the personal privilege and permission to enter upon the Town's Property and to maintain the Encroachment described above on the Town's Property subject, however, to the terms, conditions and limitations of this Agreement (the "License"). The License herein granted shall be subject to all existing utility easements, if any, located on or under the Town's Property.

2. Term. This Agreement and the License granted to Owner hereunder shall commence as of the date of this Agreement and shall continue until terminated pursuant to Paragraph 9 of this Agreement.

3. Consideration. The consideration to be paid by the Owner to the Town for the License and privilege granted by this Agreement shall be One Thousand Dollars (\$1,000.00), receipt of which is hereby acknowledged by the Town, and other good and valuable consideration as herein provided.

4. No Interest In Land. Owner understands, acknowledges and agrees that the License and this Agreement do not create an interest or estate in Owner's favor in the Town's Property. The Town retains legal possession of the full boundaries of Town's Property and the License and this Agreement merely grant to the Owner the personal privilege to maintain the Encroachment described above throughout the term of this Agreement.

Notwithstanding the expenditure of time, money or labor by the Owner on the improvements which constitute the Encroachment, the License and this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Owner. Owner shall expend any time, money or labor at Owner's own risk and peril.

5. Limited Scope of License. The License granted to the Owner is limited in scope to the following permitted use or uses: maintain and operate a fiber optic line and appurtenances. Owner shall not have the right to expand the License, the Encroachment or Owner's use of the Town's Property or to alter or change the Owner's use of the Town's Property.

6. Use of Licensed Premises By Others. Owner may permit Owner's employees, business invitees, contractors, tenants, subcontractors, lessees, agents, customers and others to use the portion of the Town's Property for which the License and this Agreement has been executed.

7. Transferability of License. The License granted to the Owner by this Agreement may be transferred to a subsequent owner of Owner's Property; provided, however, that such subsequent owner shall be required to assume in writing all of Owner's obligations hereunder (in a form acceptable to Town) and such subsequent owner shall acquire nothing more than the personal privilege herein granted to Owner. Further, the rights of any subsequent owner shall be subject to termination in accordance with the provisions of Paragraph 9 of this Agreement.

8. Default. In the event either party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of the nature of such default. Within five (5) days following receipt of such notice the defaulting party shall correct such default; or, in the event of a default not capable of being corrected within five (5) days, the defaulting party shall commence correcting the default within five (5) days of receipt of notification thereof and thereafter correct the default with due diligence. If the defaulting party fails to correct the default as provided hereinabove, the non-defaulting party, without further notice, shall have the right to declare that the License and this Agreement are terminated pursuant to Paragraph 9 hereof effective upon such date as the non-defaulting party shall designate. The rights and remedies provided for herein may be exercised singly or in combination.

9. Termination. This Agreement and the License herein granted to Owner is fully terminable in accordance with the following terms and conditions:

a. Termination Upon Notice To Owner. This Agreement, and the License herein granted to Owner, may be terminated by Town, at the Town's sole discretion, without liability for breach of this Agreement by the giving of thirty (30) days' advance written notice to Owner. The notice provision established by this paragraph 9(a) shall conclusively be deemed to be reasonable.

b. Termination Upon Destruction Or Removal Of Improvements. In the event that Owner's improvements which encroach onto the Town's Property are destroyed or are permanently removed, this Agreement, and the License herein granted to Owner, may be terminated by Town upon not less than thirty (30) days' advance written notice to Owner.

c. Termination Upon Default. This Agreement and the License herein granted to Owner may be terminated by either party upon the material default of the other party in the performance of the material covenants or agreements of this Agreement in accordance with the revisions of Paragraph 8 of this Agreement.

d. Recording Of Notice Of Termination. Upon termination of the License and this Agreement the Town may cause to be recorded with the Clerk and Recorder of Boulder/Weld County, Colorado a written Notice of Termination.

e. No Compensation To Owner. In the event of termination of the License and this Agreement for any reason, Owner shall not be entitled to receive a refund of any portion of the consideration paid for the License and this Agreement, nor shall Owner be compensated for any improvements which must be removed from the Town's Property.

10. Permanent Removal Of Encroachment Upon Termination. At such time as this Agreement and the License herein granted to Owner is terminated the Owner shall remove, at Owner's sole expense, any and all Encroachments owned or maintained by Owner on the Town's Property.

11. Insurance. Owner shall obtain and maintain at all times during the term hereof, at Owner's sole cost, a policy or policies of comprehensive general liability insurance with limits of coverage of not less than \$1,000,000 for injuries, damages or losses sustained by any one person in any one accident or event, and not less than \$1,000,000 for injuries, damages or losses incurred by two or more persons in any one accident or event. The Town shall be named as an additional insured on all such policies and Owner shall furnish the Town with a copy

of such policy or policies prior to the effective date hereof. Notwithstanding anything contained herein to the contrary, Town may terminate this Agreement, and the License herein granted to Owner, in accordance with the provisions of Paragraphs 8 and 9 of this Agreement, if Owner fails to procure and maintain the insurance required by this Paragraph 11. If at any time while the Agreement is in effect, the limits of liability for local governments under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., are raised above the limits of liability provided hereinabove, Owner's insurance requirement provided in this Paragraph 11 shall be increased accordingly.

12. Maintenance. During the term of this Agreement the Owner shall, at Owner's sole expense, maintain the improvements which encroach onto the Town's Property in safe and good condition.

13. Owner's Waiver Of Claims Against Town. As a part of the consideration paid by Owner for the License and this Agreement, Owner hereby waives any and all claims which Owner may or might hereafter have or acquire against Town for loss or damage to the Owner's improvements which encroach onto the Town's Property arising from the use by the Town, or the public, of the Town's Property for any purpose.

14. Indemnification. Owner agrees to indemnify and hold harmless the Town, its officers, employees, insurers, and insurer, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the Town's Property pursuant to the License and this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Owner, any contractor or subcontractor of the Owner, or any officer, employee, tenant, agent, customer, or representative of the Owner, or of any person permitted or allowed to use the Town's Property by Owner, or which arise out of any worker's compensation claim of any employee of the Owner or of any subcontractor of the Owner or of any tenant of Owner; except to the extent such liability, claim or demand arises through the negligence of Town, its officers, employees or agents. Owner agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

15. Mechanics' Liens. Owner shall not allow any mechanics' or similar liens to be filed against the Town's Property arising from any work done by Owner on the Town's Property, and Owner shall indemnify and hold Town harmless with respect thereto, including any attorney's fees incurred by Town in connection with any such lien or claim. If any mechanics' or other liens shall be created or filed against the Town's Property by reason of labor performed by, or materials furnished for, the Owner, the Owner shall, within ten (10) days thereafter, at the Owner's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed. Failure to do so shall constitute a default hereunder for which the Town may terminate this Agreement in accordance with the provisions of Paragraphs 8 and 9 of this Agreement.

16. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following:

If To The Town:

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

If To The Owner:

Zayo Group, LLC
ATTN: Legal Department
1805 29th Street
Boulder, CO 80301

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided in this Paragraph 16.

17. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

18. Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

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

20. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any such prior agreement shall be deemed to be null and void and of no further effect.

21. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

22. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

23. Terminology. Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

24. Authority Of Town. This Agreement is entered into pursuant to an Ordinance of the Board of Trustees of the Town of Erie, Colorado adopted _____, 20__.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have entered into this Encroachment License Agreement as of the day and year first set forth above.

TOWN:

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

OWNER:

_____, a Colorado _____

By: _____
_____, Manager and Member

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The forgoing Encroachment License Agreement was subscribed and sworn to before me this ___ day of _____, 2014, by _____, Manager and Member, of _____.

(Seal of Notary)

Notary Public
Address

My Commission expires:

EXHIBIT "A"

(Exhibit Map of Town's Property and Encroachment)



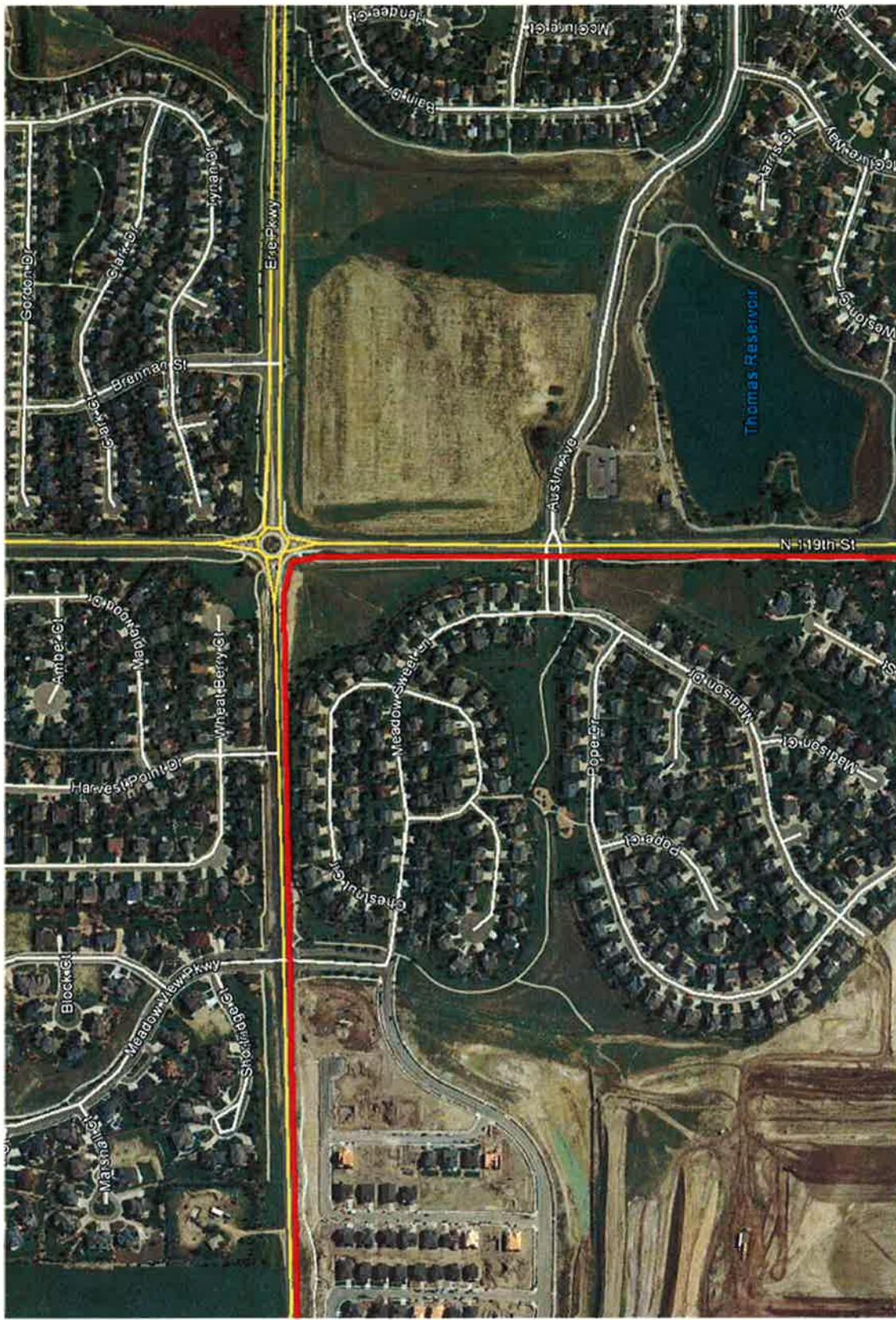
The Zayo Group Exhibit Map – Town of Erie, CO



BoulderValley School District Ring closure Ph 1 & 2- 06/26/14



The Zayo Group Exhibit Map – Town of Erie, CO



BoulderValley School District Ring closure Ph 1 & 2- 06/26/14

EXHIBIT "B"

(Phase 1 and Phase 2 Construction Plans)

Included by reference

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 8, 2014

SUBJECT: **STAFF REPORT:**
Economic Development Activity Update

DEPARTMENT: Administration

PRESENTER: Paula Mehle, Economic Development Coordinator *pm*

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

ACTIVITY & ANNOUNCEMENT SUMMARY:

SITE SELECTION: In September the Town of Erie will be an active participant in the Metro Denver Economic Development Corporation's (MDEDC) Annual Site Selection Conference. Specifically, during the conference staff will be host to one of the site selector's giving the Town the opportunity share Erie's story and gain valuable feedback from a national site selector. MDEDC reports that the event is a prime opportunity to form relationships with site selectors and has led to several transactions throughout the Metro Denver area over the years. The opportunity to participate in the Site Selection Conference as a host is a benefit of the Town's Gold Level Membership with the Metro Denver Chamber of Commerce.

RETAIL ATTRACTION: The Town of Erie hosted a booth at RECON 2014 - the ICSC Real Estate Convention May 18 through May 20, 2014. Staff and Trustees met with multiple national retailers and developers to promote opportunities under the brand "Your Customers are Already Here." Prior to the event, staff sent push notifications through the erieco@ICSC mobile app as well as Constant Contact messages to national retailers and developers. New demographics on the seven retail intersections were updated on the Town website and the app highlighting Erie's impressive numbers as they relate to retail opportunities. The overwhelming feedback of visitors to our booth was positive and many expressed they were captivated by the design and presentation of relevant materials. This was the Town's 3rd year participating at ICSC and as such our incessant narrative of Erie as a great place to do business is resonating. Since the event, conversations have continued with several developers and retailers.

HISTORIC DOWNTOWN BUSINESS DISTRICT: The transaction for the sale of the Colorado Coal Company building located at 578 Briggs Street has been completed. The new owner, is working with several restaurateurs to include not only the opening of a restaurant but renovations to the property. The owner has been involved in similar projects in Louisville (Waterloo) and in Lafayette (Odd 13 Brewery).

TRANSACTIONS: The new owners of 89 South Briggs Street, Foxtail Pines Veterinary Hospital, have obtained building permits and are in the midst of remodeling the building for the veterinary hospital and an approximate 800 square foot retail unit along Briggs Street. Staff is referring prospective businesses to the owners.

SMALL BUSINESS DEVELOPMENT: Staff is developing a brochure which will provide an overview of the regulations to open a business in Erie. The brochure will include details about permits especially related to tenant improvements and other agencies business must work with in order to open their business. The SBDC and Eire Community Library hosted a new business workshop in June with approximately 20 attendees. These workshops are offered approximately once a quarter and the number of attendees has grown each time.

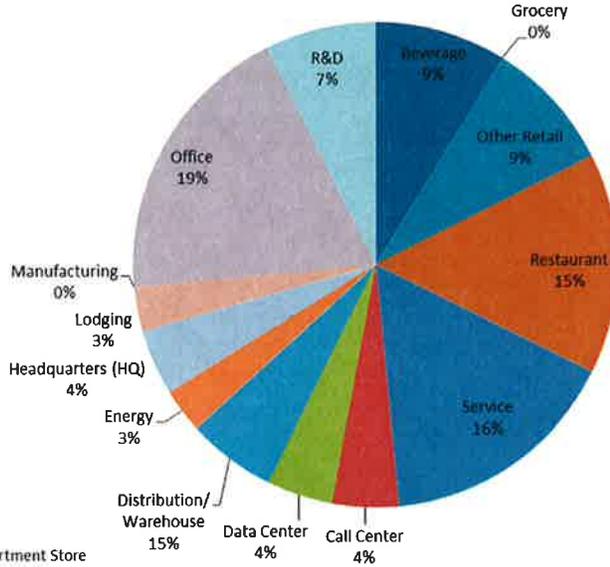
MARKETING: In preparation for the ICSC event advertisements and advertorial specials were published in the May issues of Shopping Center Today and Western Real Estate Business. An ad and feature about Erie's activity at the ICSC event was published in the June issue of Shopping Center Today.

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 8, 2014

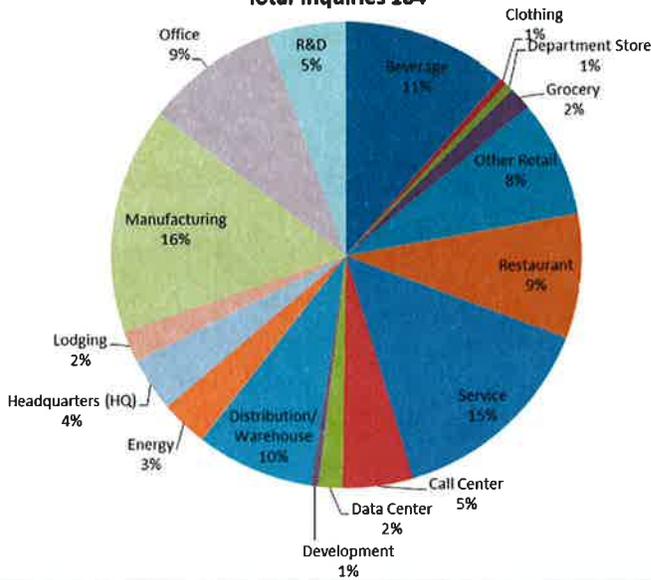
PROSPECT INQUIRIES:

Specific Prospect Type pie chart reports on all prospect inquiries to the Town of Erie. The charts include prospects that the Town is unable to assist due to site criteria that is not currently available in Erie.

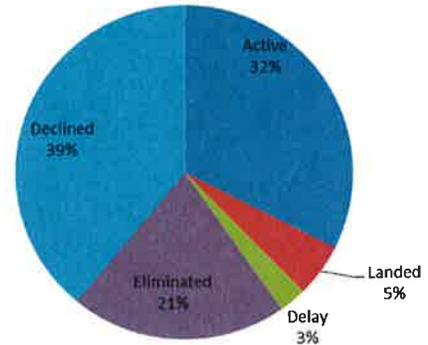
Specific Prospect Type - All Inquiries
Year to Date as of June 30, 2014
Total Inquiries 66



Specific Prospect Type - All Inquiries
August, 2012 to June, 2014
Total Inquiries 184



Erie Current Prospect Activity



Staff Review:

- ____ Assistant to the Town Administrator
- ____ Town Clerk
- ____ Community Development Director
- ____ Finance Director
- ____ Police Chief
- ____ Public Works Director
- ____ Park & Recreation Director

Approved by:



A.J. Krieger
Town
Administrator

ATTACHMENTS:

- a. n/a

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 8, 2014

SUBJECT: **STAFF REPORT**

 Community Development Monthly Reports

DEPARTMENT: Community Development

PRESENTER: R. Martin Ostholthoff, Director

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

STAFF
RECOMMENDATION: n/a

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Building Permit Monthly Report

The attached Building Permit Report indicates the number of new residential building permits issued to date (through June 2014) versus the building permit projections utilized in determining the 2014 budget. The Town issued 37 new residential building permits in June.

For 2014 the Town has issued 133 building permits or 44 percent of the yearly projected total of 300 building permits.

The Building Permit Reports for 2013 and 2012 are attached hereto for comparison.

Historic Erie Neighborhood Building Permit Fee Waiver

The effective date of the Historic Erie Neighborhood waiver was October 6, 2012.

A total of 11 permits valued at \$674.91 in fees were waived for the month of June 2014. The cumulative value of fees waived since the inception of the program is \$18,034.76. A breakdown of the fees waived is attached hereto.

Staff Review:

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

Approved by:



A.J. Krieger
Town Administrator

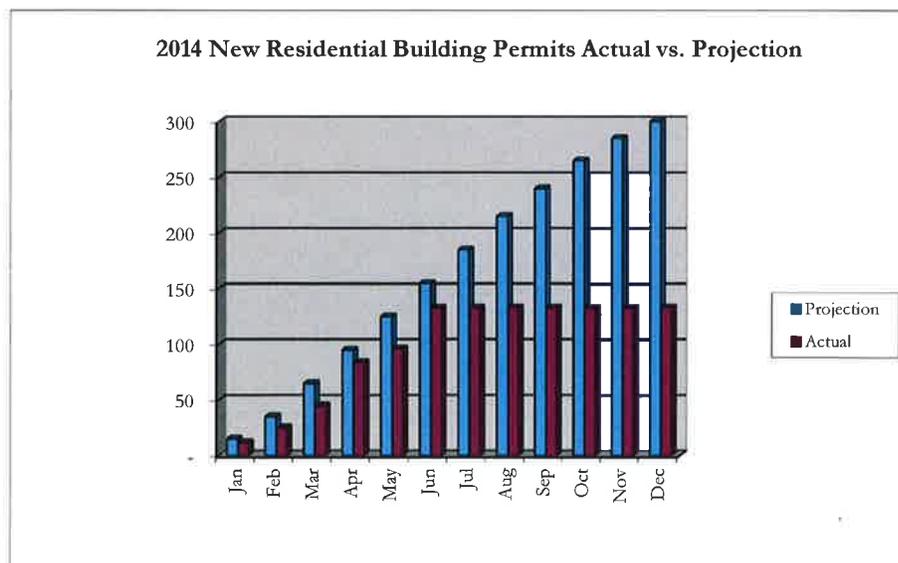
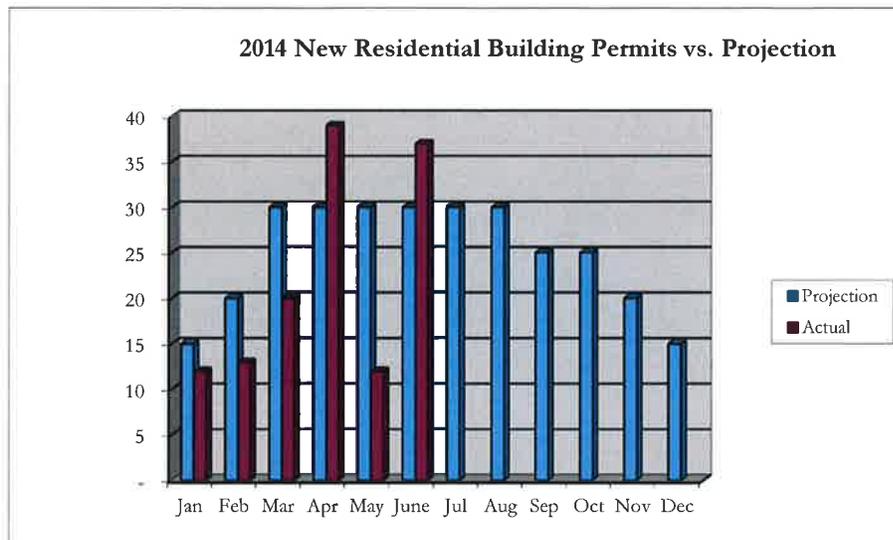
ATTACHMENTS:

- A. 2014/2013/2012 Building Permits to Projection Comparison
- B. Historic Erie Neighborhood Fees Waived

ATTACHMENT A

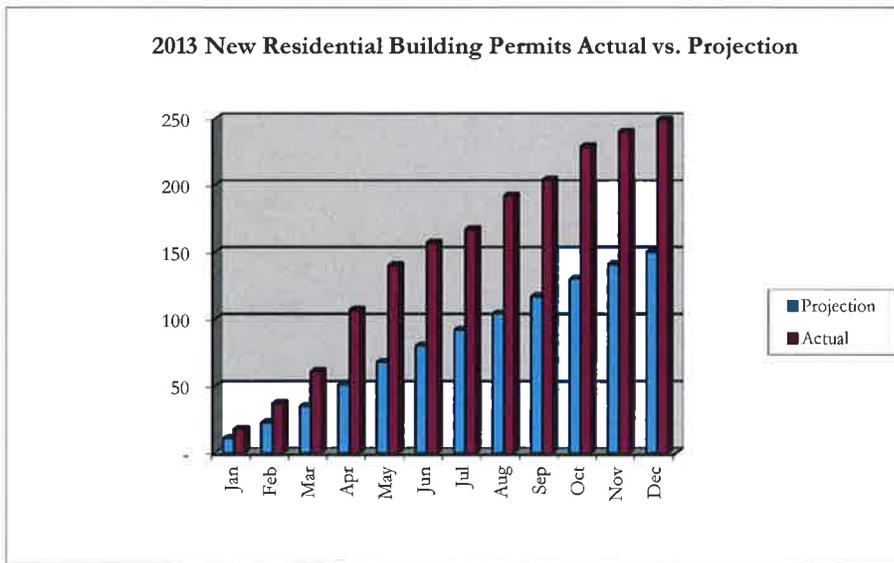
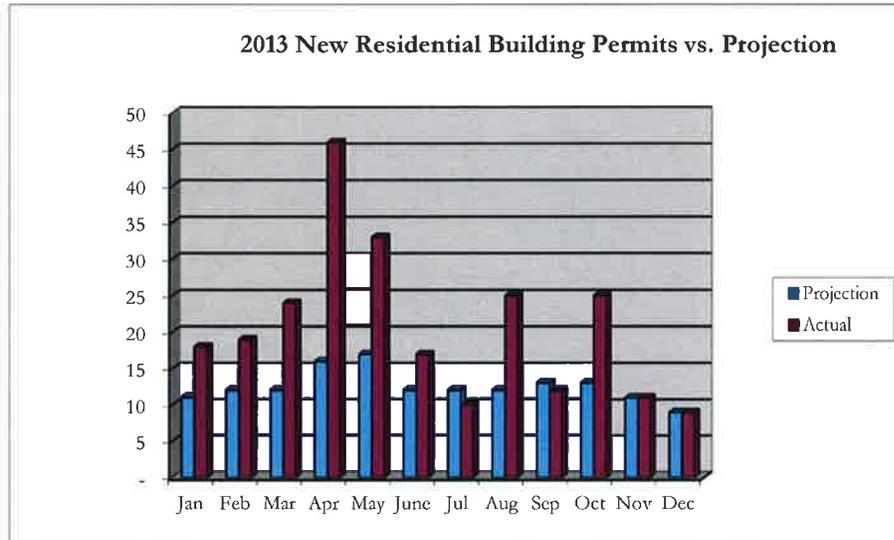
2014 Building Permits to Projection Comparison

2014	Month by Month		Seasonal Projection	Accumulation		
	Projection	Actual		Projection	Actual	
Jan	15	12	8%	Jan	15	12
Feb	20	13	7%	Feb	35	25
Mar	30	20	11%	Mar	65	45
Apr	30	39	12%	Apr	95	84
May	30	12	10%	May	125	96
June	30	37	11%	Jun	155	133
Jul	30		10%	Jul	185	133
Aug	30		8%	Aug	215	133
Sep	25		7%	Sep	240	133
Oct	25		6%	Oct	265	133
Nov	20		7%	Nov	285	133
Dec	15		5%	Dec	300	133
Total	300					



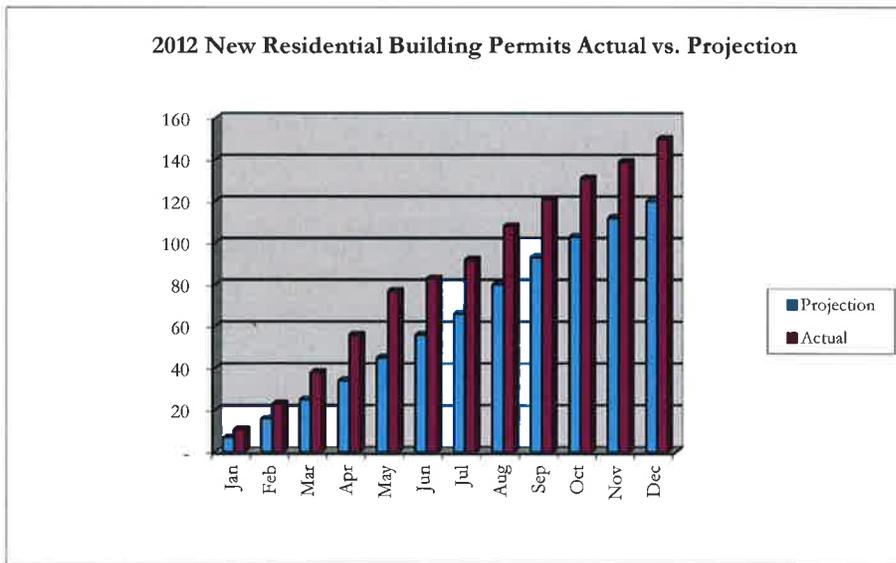
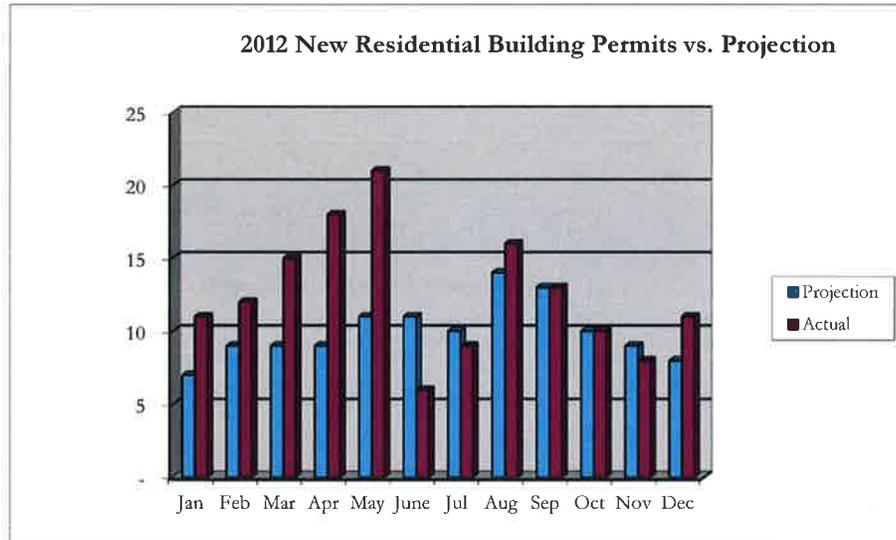
2013 Building Permits to Projection Comparison

2013	Month by Month		Seasonal Projection	Accumulation		
	Projection	Actual		Projection	Actual	
Jan	11	18	8%	Jan	11	18
Feb	12	19	7%	Feb	23	37
Mar	12	24	11%	Mar	35	61
Apr	16	46	12%	Apr	51	107
May	17	33	10%	May	68	140
June	12	17	11%	Jun	80	157
Jul	12	10	10%	Jul	92	167
Aug	12	25	8%	Aug	104	192
Sep	13	12	7%	Sep	117	204
Oct	13	25	6%	Oct	130	229
Nov	11	11	7%	Nov	141	240
Dec	9	9	5%	Dec	150	249
Total		150				



2012 Building Permits to Projection Comparison

2012	Month by Month		Seasonal Projection	Accumulation		
	Projection	Actual		Projection	Actual	
Jan	7	11	8%	Jan	7	11
Feb	9	12	7%	Feb	16	23
Mar	9	15	11%	Mar	25	38
Apr	9	18	12%	Apr	34	56
May	11	21	10%	May	45	77
June	11	6	11%	Jun	56	83
Jul	10	9	10%	Jul	66	92
Aug	14	16	8%	Aug	80	108
Sep	13	13	7%	Sep	93	121
Oct	10	10	6%	Oct	103	131
Nov	9	8	7%	Nov	112	139
Dec	8	11	5%	Dec	120	150
Total		120				



ATTACHMENT B

Historic Erie Neighborhood Fees Waived - Ordinance 25-2012

JUNE 2014

Permit No.	Permit Type	Contractor Name	Home Owner	Property Address	Building Fee	Electrical Fee	Mechanical Fee	Plumbing Fee	Misc. Fee	Total Fees Waived	Use Tax Collected
BP-14-800	Fence	Homeowner	Cousineau/Brewer	646 Kattel Ave.	\$ 47.00					\$ 47.00	\$ 40.25
BP-14-802	Deck Addition	Homeowner	Cousineau/Brewer	646 Kattel Ave.	\$ 139.25				\$ 90.51	\$ 229.76	\$ 120.75
BP-14-818	Egress Wind	Site Solutions	Chris & Kerry Beers	764 Carbon St.	\$ 54.00					\$ 54.00	\$ 35.00
BP-14-823	Grease Trap	Echo Brewing	Town of Erie	600 Briggs St.				\$ 50.00		\$ 50.00	\$ 168.00
BP-14-838	Re-Roof	Jon Walter Roofing	Manuel Santi	688 Moffat St.	\$ 47.00					\$ 47.00	\$ 69.04
BP-14-855	Re-Roof	Jforce Roofing	Castro	414 Holbrook St.	\$ 47.00					\$ 47.00	\$ 37.85
BP-14-878	Firepit Gas	Echo Brewing	Town of Erie	600 Briggs St.				\$ 50.00		\$ 50.00	\$ 31.50
BP-14-892	Re-Roof	Mathieson Roofing	Langerak	674 Moffatt St.	\$ 47.00					\$ 47.00	\$ 56.00
BP-14-897	Re-Roof	Colo Premier Roofing	Cohen	385 Holbrook St.	\$ 47.00					\$ 47.00	\$ 210.00
BP-14-917	Sewerline R	Pipeline Solutions	Manuel Guererro	590 Pierce St.	\$ 32.65					\$ 32.65	\$ 10.50
BP-14-931	Sign	Tim Suttman	IR Brewing Co.	285 Cheesman St.	\$ 23.50					\$ 23.50	\$ 3.50
										\$ 674.91	\$ 782.39

MAY 2014

Permit No.	Permit Type	Contractor Name	Home Owner	Property Address	Building Fee	Electrical Fee	Mechanical Fee	Plumbing Fee	Misc. Fee	Total Fees Waived	Use Tax Collected
BP-14-500	Outdoor Raili	Echo Brewing	Town of Erie	600 Briggs Street	\$ 181.25				\$ 117.81	\$ 299.06	\$ 105.00
BP-14-484	Deck	Shelter Specialties	Damon Maranya	705 Briggs Street	\$ 83.25				\$ 54.11	\$ 137.36	\$ 52.50
BP-14-668	Fence	Randy Rose	Randy Rose	578 Briggs Street	\$ 83.25				\$ -	\$ 83.25	\$ 53.49
BP-14-684	Detached Garage	Home Owner	William Geithman	365 Main Street	\$ 502.35	\$ 35.00	\$ 35.00	\$ 45.00		\$ 943.88	\$ 630.00
BP-14-693	Re-Roof	Colo Roofing Contr's	Barbara Hooks	340 Kattel Street	\$ 47.00					\$ 47.00	\$ 93.52
BP-14-715	Fence cover for HVAC Units	Tenant	Echo Brewing	600 Briggs Street	\$ 23.50					\$ 23.50	\$ 11.73
BP-14-742	Re-Roof	Home Owner	Jay Stevens	560 Kattel Ave	\$ 47.00					\$ 47.00	\$ 238.00
BP-14-681	Detached Garage	Steel Structures	David Holton	125 Holbrook Street	\$ 209.25				\$ 136.01	\$ 345.26	\$ 280.00
BP-14-00458	Front Façade & Sign	Home Owner	Richard LaFond	545 Briggs Street	\$ 54.00	\$ 30.00			\$ 35.10	\$ 119.10	\$ 26.25
BP-14-667	Re-Roof	D & D Roofing	Century Link	360 Wells Street	\$ 279.25					\$ 279.25	\$ 174.23

TOWN OF ERIE
BOARD OF TRUSTEE AGENDA ITEM
Board Meeting Date: July 8, 2014

SUBJECT: **STAFF REPORTS**
Coal Creek Trail – Bonnell Connection - Open House

DEPARTMENT: Public Works

PRESENTER/PREPARER: **Gary Behlen, Director of Public Works**
Farrell Buller, Director of Parks and Recreation
Wendi Palmer, Civil Engineer

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

STAFF RECOMMENDATION: N/A

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 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.

A Design Contract was awarded to Loris and Associates at the June 10, 2014 Board of Trustees Meeting.

As part of the Preliminary Design Phase, a Concept Plan will be presented at a Public Open House to share with the public and obtain input. Town Staff and Staff from Loris and Associates will be in attendance to review the Concept Plan with the public and answer questions.

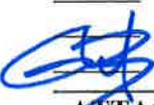
Public Open House:

Date: July 9, 2014
Time: 4:30pm to 6:00pm
Location: Leon A. Wurl Service Center - Front Yard.
150 Bonnell Ave

Board Goal

This serves the Board's goal for Communication – Create and promote fluid communication between government and citizens 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:

a. Vicinity Map

**VICINITY MAP FOR
COAL CREEK TRAIL - BONNELL CONNECTION**



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

Board Meeting Date: July 8, 2014

SUBJECT: **STAFF REPORT**
Morgan Hill Filing 1 – Grading and Stormwater Quality Permit

DEPARTMENT: Public Works

PRESENTER: **Gary Behlen, Director of Public Works**
Matt Wiederspahn, P.E., Development Engineer

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: None

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Morgan Hill Preliminary Plat was approved at the June 10, 2014 Board meeting. The area identified as Phase 1 and 2 in the Morgan Hill Preliminary Plat is proposed to be Morgan Hill Filing 1.

The applicant desires to begin grading activities in Morgan Hill Filing 1 prior to final plat approval so that infrastructure installation can begin as soon as the final plat is approved.

Staff will issue the Grading and Stormwater Quality Permit prior to final plat approval with the condition that it is at the developers risk and does not constitute approval of the final grading plan. Grading activities are expected to begin as early as July 21, 2014. To be in conformance with the grading and stormwater quality permit, if the Morgan Hill Filing 1 final plat has not been approved upon completion of the grading activities, the site will be stabilized by mulching and temporary seeding.

Staff Review:

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

Approved by:


A.J. Krieger
Town Administrator

ATTACHMENTS:

A. Vicinity Map

MORGAN HILL EARLY GRADING PERMIT

