TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Agenda

Town Council

Tuesday, October 14, 2025 | **7:00 PM** | **Council Chambers**

or Immediately Following the Urban Renewal Meeting

Link to Watch or Comment Virtually: https://bit.ly/TC2025-2ndTuesday

I. Call Meeting to Order and Pledge of Allegiance

7:15 p.m.

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

7:15-7:20 p.m.

25-522 Approval of the September 9, 2025 Town Council Meeting Minutes

Attachments: 09-09-2025 Council Minutes

25-538 Approval of the September 16, 2025 Special Town Council Meeting Minutes

Attachments: September 16, 2025 Council Minutes

25-551 Approval of the September 23, 2025 Town Council Meeting Minutes

Attachments: 09-23-2025 Council Minutes

25-141 Approval of the September 30, 2025 Town Council Special Meeting Minutes

Attachments: 09-30-2025 Special Meeting Minutes

25-512 A Resolution of the Town Council of the Town of Erie Authorizing the Town Manager to Issue a Consent for the Nine Mile Metropolitan District to Issue a Special Revenue Refunding and Improvement Loan, Series 2025

Attachments: Resolution 25-163
Town Consent Letter
First Amendment to Pledge Agreement
Omnibus Certificate
Nine Mile DDA - Compiled

25-505 A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement Amendment with RockSol Consulting Group for the Downtown Infrastructure Alley Project

Attachments: Resolution 25-157
Partially Executed Amendment 1
Vicinity Map

25-548 A Resolution of the Town Council of the Town of Erie Setting a Public Hearing on the Petition for Organization of the Erie Sports Business Improvement District

Attachments: Resolution 25-170
Petition for Organization of BID 2025-09
2025 and 2026 Operating Plan Erie Sports BID, 2025-09

25-296 A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with the State of Colorado for the CO 7 Corridor Multimodal Improvements

Attachments: Resolution 25-161
CDOT Contract

25-572 A Resolution of the Town Council of the Town of Erie Approving the Amended Engagement Letter with Lyons Gaddis

Attachments: Resolution 25-171; Lyon Gaddis Amend-R100825
20251006 Legal Services Agreement Amendment - Town of Erie

V. Public Comment On Non-Agenda and Consent Items only.

7:20-7:30 p.m.

(This agenda item provides the public an opportunity to discuss items that are not on the agenda or consent agenda items only. The Town Council is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.)

VI. General Business

25-573 Presentation of 90 Second Celebration Video

7:30-7:35 p.m.
Presenter(s): Melissa Wiley, Deputy Town Manager

25-546 Presentation of the 2024 Annual Comprehensive Financial Report and Audit

Attachments: 2024 Annual Comprehensive Financial Report

Clifton Larson Allen Audit Presentation

735-8:05 p.m.
Presenter(s): Sara Hancock, Director of Finance
Anne Penney, Deputy Director of Finance
Allison Slife, Principal, CliftonLarsonAllen LLP

25-536 A Resolution of the Town Council of the Town of Erie Expressing the Intent of the Town to be Reimbursed for Certain Expenses Relating to the Construction of Certain Public Improvements

Attachments: Resolution

8:05-8:35 p.m.
Presenter(s): Sara Hancock, Director of Finance

VII. Council Member Reports and Announcements

8:35-8:55 p.m.

VIII. Executive Session

25-570 EXECUTIVE SESSION: 1) to hold a conference with the Town Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding Erie Highlands Metro District 1 and 2) to hold a conference with the Town Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), all regarding the Erie Town Center

8:55-9:55 p.m.

IX. Adjournment

9:55 p.m.

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

Town Council

Board Meeting Date: 10/14/2025

File #: 25-522, **Version:** 1

SUBJECT:
Approval of the September 9, 2025 Town Council Meeting Minutes

DEPARTMENT: Administrative Operations

PRESENTER(S): Kelsey Thede, Deputy Town Clerk

TIME ESTIMATE: 0 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
NA

POLICY ISSUES:
NA

STAFF RECOMMENDATION:
Approve the minutes from the September 9, 2025 Town Council Meeting.

SUMMARY/KEY POINTS
NA

BACKGROUND OF SUBJECT MATTER:
NA

TOWN COUNCIL PRIORITY(S) ADDRESSED:
☐ Attractive Community Amenities
☐ Engaged and Diverse Community
☐ Prosperous Economy
☐ Well-Maintained Transportation Infrastructure
☐ Small Town Feel
☐ Safe and Healthy Community
☒ Effective Governance

☐ Environmentally Sustainable
☐ Fiscally Responsible

ATTACHMENT(S):

1. 09-09-2025 Council Minutes

TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, September 9, 2025 | **7:15 PM** | **Council Chambers**

Or Immediately Following the Urban Renewal Authority Meeting

Link to Watch or Comment Virtually: https://bit.ly/TC2025-2ndTuesday

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 7:15 p.m.

II. Roll Call

Present: 7 - Mayor Moore, Mayor Pro Tem Bell, Council Member Pesaramelli, Council Member O'Connor, Council Member Baer, Council Member Mortellaro, and Council Member Hoback

III. Approval of the Agenda

Mayor Moore moved item 25-489; A Resolution of the Town Council of the Town of Erie Retroactively Appointing Bob Braudes to a Four-Year Term on the Planning Commission and Ratifying His Actions to Date to the September 16, 2025 Special Meeting.

Mayor Pro Tem Bell made a motion to approve the amended agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 7:17 p.m.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

IV. Consent Agenda

Approval of the August 19, 2025, Town Council Meeting Minutes

Attachments: Meeting Minutes 08-19-2025

Hispanic and Latinx Heritage Month Proclamation; Sponsored by Council Member Baer

Attachments: Proclamation

An Ordinance of the Town Council of the Town of Erie Raising the Minimum Age for Sale, Purchase, and Possession of Cigarette and Tobacco Products

Attachments: Ordinance 025-2025

An Ordinance of the Town Council of the Town of Erie Deleting a Redundant Section of the Erie Municipal Code

Attachments: Ordinance 026-2025

A Resolution of the Town Council of the Town of Erie Approving the Assignment of the Town of Erie 2025 Private Activity Bond Allocation to Boulder County Housing Authority

Attachments: Resolution 25-131

Request from BCHA

Town of Erie Private Activity Bond Allocation Notice Letter

Attachments: Resolution 25-147

General Services Agreement

A Resolution of the Town Council of the Town of Erie Adopting the Town Council Comments on the Denver Regional Council of Governments Housing Needs Assessment

Attachments: Resolution No 25-149

Memorandum on Town Council Comments on the Denver Regional Council of Governments Housing Needs Assessment

Council Member Baer made a motion to approve the Consent Agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 7:19 p.m.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

V. Public Comment On Non-Agenda and Consent Items only.

Mayor Moore read the public comment rules and opened public comment at 7:20 p.m.

The following spoke:

1. Mardi Moore spoke about the flag policy and community safety
2. Mira Sternberg spoke about development parcel of land between Erie Highlands and Westerly
3. Tarun Ganagwani spoke about Erie Pkwy & WCR 5 Development and Zoning
4. Sarah Morgan spoke about Erie Highlands commercial development space and traffic issues
5. Kim Salvaggio spoke about flag vote
6. Skylar Weitzel spoke about flag policy
7. Kathy Killean spoke about 119th st development for the Rex Ranch Neighborhood
8. Sam Fogleman spoke about recent council decisions (virtual)
9. Kelly Wagner-grull spoke about council conduct and flag policy impacts

With no additional speakers in person or online virtually, Mayor Moore closed public comment at 7:49 p.m.

VI. General Business

Presentation: Tree Advisory Board 2nd Biannual Report

Attachments: TAB Semi-Annual Presentation - September 2025

Claudia Smelko, Vice Chair Tree Advisory Board, presented the item at 7:50

Presentation: Historic Preservation Advisory Board 2nd Biannual Report

Attachments: HPAB Semi-Annual Presentation - September 2025

Presenter Mike Turner, Historic preservation Advisory Board Chair presented this item at 8:06.

Presentation: Open Space & Trails Advisory Board 2nd Biannual Report

Attachments: OSTAB Semi-Annual Presentation - September 2025

Presenter Ken Martin, Open Space & Trails Advisory Board, presented this item at 8:25.

Presentation: Sustainability Advisory Board 2nd Biannual Report

Attachments: SAB Semi-Annual Presentation - September 2025

Presenters Karen Winkler, Sustainability Advisory Board Chair, and MacKenzie McClaskey, Sustainability Advisory Board Secretary, presented on this at 8:41.

Presentation: Airport Economic Development Advisory Board 2nd

Biannual Report

Attachments: AEDAB Presentation - September 2025

Presenter, Emmett Dowling, Airport Economic Development Advisory Board Vice Chair, presented this item at 9:07

Presentation: Planning Commission 2nd Biannual Report

Attachments: Planning Commission Presentation - September 2025

Presenters Ben Hemphill, Planning Commission Chair, and Tim Burns, Planning Commission Member, presented this item at 9:28.

A Resolution of the Town Council of the Town of Erie Retroactively Appointing Bob Braudes to a Four-Year Term on the Planning Commission and Ratifying His Actions to Date

Attachments: Resolution 25-152

Mayor Moore moved item 25-489; A Resolution of the Town Council of the Town of Erie Retroactively Appointing Bob Braudes to a Four-Year Term on the Planning Commission and Ratifying His Actions to Date to the September 16, 2025 Special Meeting.

VIII. Council Member Reports and Announcements

Council Member Baer thanked the SISU Sisterhood Women Business Owners for hosting a panel of Town leaders and discussion earlier that day. She mentioned the Town of Erie will be hosting “Women’s in Leadership Summit” on Oct 9 and that it is a free event, but that you do need to register. She thanked community members and state policy makers that have reached out to her with support and concern regarding the flag policy. She stated she wants to highlight the concern she has with the way the vote was conducted at the 8/26/2025 meeting regarding the flag policy.

Council Member Mortellaro mentioned the fall clean up event this Saturday and that residents have a free trip to the landfill this week.

Council Member Hoback thanked the residents of the community that continue to show up and voice their opinions and send emails and phone calls. He thanked Council Member Baer for her leadership and voicing her opinions and concerns. He encouraged as many women as possible to show up to the Summit to help develop leadership positions.

Council Member Pesaramelli spoke about the vote that was taken on 8/26/2025 regarding the flag policy and brought up his concern that no one tried to stop how Council Member Baer was shut down.

Council Member O'Connor mentioned that the fall resident tree rebate program is now open to residents from September 1 through October 15 and residents are eligible to receive up to a $200 credit on their utility bill for qualifying tree purchases. He stated that more information on this can be found at erieco.gov/rebates.

Mayor Pro Tem Bell thanked the groups that helped make the Air Fair happen, Emmett Dowling, Angela Terry, the AEDAB, EEDC, Bianca and the Fly Boys, Aims Community College, Flight Schools that lent their aircrafts, warbirds Helicopter Rides, MVFD, Vector Air, Erie High School Drone Team, and all the people that lent their planes and old model cars. He addressed a comment that was brought up by a resident during public comment earlier regarding an email that was sent to the resident. He explained why he responded the way he did. He thanked the public for coming out to the meeting tonight.

Mayor Moore spoke about what happened during the motion on the 8/26/2025 meeting regarding the flag policy. He also spoke about the retreat that Council had on 9/6/2025 and stated that good direction was given to staff. He stated that he and Council Member Mortellaro rode their bikes to Meadowlark School with some residents to see how that commute goes. He mentioned that the groundbreaking at Schofield went great.

IX. Executive Session

Mayor Pro Tem Bell made a motion to go into Executive Session. Council Member O'Connor seconded the motion. The motion passed by the following vote at 9:51 p.m.

Mayor Moore stated that the meeting would adjourn at the end of the Executive Session.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

EXECUTIVE SESSION:

To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), and to hold a conference with the Town's special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), all concerning the Erie Municipal Airport; and

2) To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(c); to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); and to hold a conference with the Town's special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b); for which a topic cannot be disclosed without compromising the purpose of the executive session.

X. Adjournment

Approved _____
Mayor

Attest _____
Town Clerk

Town Council

Board Meeting Date: 10/14/2025

File #: 25-538, **Version:** 1

SUBJECT:
Approval of the September 16, 2025, Special Town Council Meeting Minutes

DEPARTMENT: Administrative Operations

PRESENTER(S): Michele Crawford, Deputy Town Clerk

STAFF RECOMMENDATION:
Approve the minutes for September 16, 2025, Special Town Council Meeting.

SUMMARY/KEY POINTS:

BACKGROUND OF SUBJECT MATTER:

TOWN COUNCIL PRIORITY(S) ADDRESSED:
☐ Attractive Community Amenities
☐ Engaged and Diverse Community
☐ Prosperous Economy
☐ Well-Maintained Transportation Infrastructure
☐ Small Town Feel
☐ Safe and Healthy Community
☒ Effective Governance
☐ Environmentally Sustainable
☐ Fiscally Responsible

ATTACHMENT(S):
Add items in a numbered list OR delete this list and change to N/A.

1. September 16, 2025 Council Minutes

TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, September 16, 2025 | **6:00 PM** | **Council Chambers**

Special Meeting

Link to Watch or Comment Virtually: https://bit.ly/TC-Special-3rdTuesday

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 6:00 p.m.

II. Roll Call

Present: 7 - Mayor Moore, Mayor Pro Tem Bell, Council Member Pesaramelli, Council Member O'Connor, Council Member Baer, Council Member Mortellaro, and Council Member Hoback

III. Approval of the Agenda

IV. Public Comment On Non-Agenda and Consent Items only.

Mayor Moore opened public comment at 6:01 p.m. Skyler Weitzel spoke to his concerns with Mayor Pro Tem Bell's online behavior, the Town of Erie Flag Policy, and CORA results.

With no additional speakers in house or online virtually, Mayor Moore closed Public Comment at 6:05 p.m.

V. General Business

Legislative Session & Advocacy 101

Attachments: CML Presentation
Town of Erie Partnership Organizations.docx
Latest Draft of Legislative Agenda

Patrick Hammer, Deputy Town Manager, introduced the item at 6:06 p.m. Patrick Hammer introduced Elizabeth Haskell and Beth Stables from Colorado Municipal League to present the Colorado legislative process and what may be important for the Town of Erie.

Gabi Rae, Director of Communications and Community Engagement,

presented the Town of Erie Legislative Agenda Review document and introduced a tool, created for the Council, to review, make updates, changes and additions within the application. The deadline for review and changes is October 17, 2025.

Process to Realign Board/Commission Terms to Odd-Numbered Years

Attachments: Proposed Board/Commission Ordinance

Meredyth Muth, Director of Administrative Services and Operations, presented the item at 6:51 p.m.

Director Muth noted there are two steps needed in this process; the first step is to update the code. This has been addressed in a draft ordinance staff is currently working on with other board/commission updates. The second step will be for Council to determine how to handle terms currently ending in even years. Council may choose to end terms currently ending in 2028 in 2027 or leave them as is and then appoint new members to three-year terms to coincide with odd-year appointments. For 2026 terms Council may appoint new members to three-year terms ending in 2029.

Mayor Moore opened the discussion among Council. Council Member O'Connor, who served on the Home Rule Charter, explained how the Town Council terms were shortened during the Home Rule transition.

Mayor Moore made a motion to shorten the board terms ending in 2028 to end in 2027 and that those new members appointed in 2026, will serve three-year terms to end in 2029. Mayor Pro Tem Bell seconded the motion. Mayor Moore opened the floor for further discussion.

Council Member Baer was not in favor of shortening volunteer terms and felt it was disrespectful. With no other comments or discussion from council, Mayor Moore called for a vote.

Mayor Moore made a motion for staff to bring back a resolution to shorten all boards and commission terms ending in 2028 by one year and making 2026 appointments to end in 2029. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 7:28 p.m.

Ayes 4 - Mayor Moore
Mayor Pro Tem Bell
Council Member O'Connor
Council Member Mortellaro

Nayes 3 - Council Member Pesaramelli
Council Member Baer
Council Member Hoback

A Resolution of the Town Council of the Town of Erie Retroactively Appointing Bob Braudes to a Four-Year Term on the Planning Commission and Ratifying His Actions to Date

Attachments: Resolution 25-152

Meredyth Muth, Director of Administrative Services and Operations presented the item at 7:29 p.m. She reviewed the history of the appointments to the seat and how Mr. Braudes' term end date and reappointment date are not clear. Previous Council packet information indicates Mr. Braudes should have been on listed on Resolution 24-076 in 2024 to extended his term to 2028.

Council Member Dan Hoback made a motion to approve Resolution 25-152. Mayor Pro Tem Brandon Bell seconded the motion. Council Member O'Conner made a friendly amendment to have the resolution state that Mr. Braudes' term end in 2027 to align with the changes approved in the previous item. Council Member Hoback and Mayor Pro Tem Bell agreed to the friendly amendment.

The motion passed by the following vote at 7:31 p.m.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

Discussion of Planning Commission Roles and Responsibilities

Attachments: Table 7.1-1: Summary of administration and review roles
Resolution No. 22-149: Rules of Procedure

Ben Hemphill, Planning Commission Chair, presented the item at 7:32 p.m. Sarah Nurmela, Director of Planning and Community Development, answered questions from the Town Council about the Planning Commission and their role. Ben Hemphill informed the Council that the Commission is willing to take on more responsibilities as necessary. The Council asked that Planning Commission prepare a list of issues they may be interested in addressing in the near future.

2026 DRAFT Preliminary Work Plan

Attachments: 2025 Work Plan 2025.09.16 Draft

Malcolm Fleming, Town Manager, presented the item at 7:49 p.m. Sarah

Nurmela, Director Planning and Community Development, gave updates on Planning item timelines. Patrick Hammer, Deputy Town Manager, answered additional questions for Council.

Council discussed the priorities on the list and how those will impact their work load for the rest of 2025 and for 2026.

Town Manager Malcolm Fleming reported he will prepare a more detailed plan of Council priorities in preparation for the budget discussions.

Attachments:

City of Lafayette request regarding statements about land located adjacent to 119th St and Baseline Rd (SH 7)

Letter from Lafayette City Council 09.10.25

2025.09.16 Ltr re 119th & Baseline Property

VI. Adjournment

Malcolm Fleming, Town Manager, presented on the item on 8:03 p.m. Staff reported the parcel in question is already a part of binding discussions for the sale to a private entity and Lafayette is not leading discussions to buy it for open space. Council agreed that Mayor Moore should send a letter to the City of Lafayette regarding the parcel and clarifying that Erie recognizes the ongoing agreements and will not pursue an open space purchase unless the circumstances change.

Mayor Moore adjourned the meeting at 8:05 p.m.

Mayor:_____

Andrew J. Moore

Attest:_____

Debbie Stamp, Town Clerk

TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 10/14/2025

File #: 25-551, **Version:** 1

SUBJECT:
Approval of the September 23, 2025 Town Council Meeting Minutes

DEPARTMENT: Administrative Operations

PRESENTER(S): Debbie Stamp, Town Clerk

TIME ESTIMATE: 0 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
NA

POLICY ISSUES:
NA

STAFF RECOMMENDATION:
Approve the minutes from the September 23, 2025 Town Council Meeting.

SUMMARY/KEY POINTS
NA

BACKGROUND OF SUBJECT MATTER:
NA

TOWN COUNCIL PRIORITY(S) ADDRESSED:
☐ Attractive Community Amenities
☐ Engaged and Diverse Community
☐ Prosperous Economy
☐ Well-Maintained Transportation Infrastructure
☐ Small Town Feel
☐ Safe and Healthy Community
☒ Effective Governance
☐ Environmentally Sustainable
☐ Fiscally Responsible

File #: 25-551, **Version:** 1

ATTACHMENT(S):

1. 09-23-2025 Council Minutes

TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, September 23, 2025 | **6:30 PM** | **Council Chambers**

Link to Watch or Comment Virtually: https://bit.ly/TC2025-4thTuesday

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 6:30 p.m.

II. Roll Call

Present: 7 - Mayor Moore, Mayor Pro Tem Bell, Council Member Pesaramelli, Council Member O'Connor, Council Member Baer, Council Member Mortellaro, and Council Member Hoback

III. Approval of the Agenda

Council Member Mortellaro made a motion to approve the agenda. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 6:31 p.m.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

IV. Consent Agenda

25-521 Approval of the June 17, 2025 Town Council Special Meeting Minutes

Attachments: 06-17-2025 Council Special Meeting Minutes

25-140 Approval of August 5, 2025 Town Council Special Meeting Minutes

Attachments: 08-05-2025 Special Council Meeting Minutes

25-518 Approval of the September 2, 2025 Town Council Special Meeting Minutes

Attachments: 09-02-2025 Special Council Meeting Minutes

25-011 Code Enforcement Officer Appreciation Month Proclamation; Sponsor

Council Member Anil Pesaramelli

Attachments: Proclamation

25-470 A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with Merrick & Company for the Coal Creek Strategic Plan South of Erie Parkway

Attachments: Resoloution 25-153
Agreement
Vicinity Map

25-459 A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with A&M Renovations LLC d/b/a Heritage Window Restoration for the Rehabilitation of the Schofield Barn

Attachments: Resolution 25-145
Contract

25-486 A Resolution of the Town Council of the Town of Erie Approving the Second Amendment to the Development Agreement for Summerfield Filing No. 1

Attachments: Resolution 25-148
Second Amendment to Development Agreement for Summerfield Filing 1

Mayor Pro Tem Bell made a motion to approve the Consent Agenda. Council Member Hoback seconded the motion. The motion passed by the following vote at 6:33 p.m.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

V. Public Comment On Non-Agenda and Consent Items only.

Mayor Moore read the Public Comment rules and opened Public Comment at 6:33 p.m.

The following spoke:
1. Ben Hemphill spoke urged Council to reconsider agenda item 25-500.
2. Rob Eisenberg ceded his time to Christine Hackett-Eisenberg.

3. Christine Hackett-Eisenberg spoke about budget priorities.
4. Jesse Levy spoke about a new community publication for the Town of Erie.
5. Dan Maloit spoke about public conduct of councilmembers and town support for extremist rhetoric.
6. Cord-Patrick Kammholz spoke about Erie Filing #17.
7. Colton Johnson spoke about Erie Filing #17.

With no additional speakers in person or online virtually, Mayor Moore closed Public Comment at 6:51 p.m.

VI. General Business

25-012 Domestic Violence Awareness Month Proclamation October 2025; Sponsor Council Member Anil Pesaramelli

Attachments: Proclamation

Council Member Pesaramelli read the proclamation at 6:53 p.m.

25-490 PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Providing for the Supplemental Appropriation of Money to Various Funds for the 2025 Budget Year

Attachments: Resolution No. 25-156
Fleet Supplemental Memo
Fleet Line Item Detail
Fleet Lease Schedule

Sara Hancock, Director of Finance, and Cassie Bethune, Budget & Fiscal Manager, presented the item at 6:58 p.m.

Scott Brown, Division Manager, was available to answer questions.

Mayor Moore opened the Public Hearing at 7:00 p.m.

With no speakers in person or online virtually, Mayor Moore closed the Public Comment portion of the Public Hearing at 7:02 p.m.

Council Member Pesaramelli made a motion to approve Resolution No. 25-156. Council Member Hoback, seconded the motion. The motion passed by the following vote at 7:05 p.m.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

25-483 Village at Coal Creek: Concept Plan Options

Attachments: Staff Presentation
Concept Plan Options Presentation (by DIG Studio)
Background Report
OSTAB Memo
Feb. 18, 2025 Memo Re: Concept Plan & PD Project Overview
March 25, 2025 Memo Re: Project Financing

Mayor Moore asked for public comment and asked the Clerk to call those signed up.

The following spoke:
1. Clifford Zwart.
2. George Walck signed up to speak but waived his time.

Aly Burkhalter, Senior Planner, presented the item at 7:14 p.m. Sarah Nurmella, Director of Planning & Development, was on hand to answer questions.

Bill Vytek and Brice Tegeler from DIG Studio presented at 7:23 p.m.

After discussion, Town Council asked that this item be brought back to a later meeeting to better understand what is available and what other options are available.

25-471 Village at Coal Creek (VCC) - Feasibility study and pre-design concept for Parks and Open Space (P&OS) Division Facilities

Attachments: Presentation
Conceptual Design Package

Chad Alexander, Facilities Manager, presented the item at 8:34 p.m.

Sara Hancock, Finance Director, was available to answer questions from Council Members.

Christa Plaza, President, and Dane Vierow, Senior Architect, with Essenza Architects presented at 8:40 p.m.

After discussion, Town Council asked that this item be brought back to a later meeting to better understand what is available and what other options are available.

VII. Council Member Reports and Announcements

Council Members spoke about Biscuit Day, its outstanding volunteers and the great weather; Advisory Board appointments being changed to odd number years; Tree Rebate Program - Oct 15th; congratulations to the Sandlot Baseball League & a big thank you to CU's Chip for showing up; Old Town outreach on Oct 4th; Community Coffee held and its great turnout. Community Food Rescue went to the Mayor's house and was able to get 80 lbs of applies off his tree and the fabulous job Motus Theater Playback did presenting their "Grandparents Improv" at the Rec Center.

VIII. Executive Session

Mayor Pro Tem Bell made a motion to go into Executive Session. Council Member O'Connor seconded the motion. The motion passed by the following vote at 9:44 p.m.

Mayor Moore announced that the meeting would adjourn at the end of Executive Session.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

25-520 Executive session to hold a conference with the Town's water counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), for which a topic cannot be disclosed without compromising the purpose of the executive session.

IX. Adjournment

Approved _____
Mayor

Attest _____
Town Clerk

Town Council

Board Meeting Date: 10/14/2025

File #: 25-141, **Version:** 1

SUBJECT:
Approval of the September 30, 2025 Town Council Special Meeting Minutes

DEPARTMENT: Administrative Operations

PRESENTER(S): Debbie Stamp, Town Clerk

TIME ESTIMATE: 0 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
NA

POLICY ISSUES:
NA

STAFF RECOMMENDATION:
Approve the minutes of the September 30, 2025 Town Council Special Meeting

SUMMARY/KEY POINTS
NA

BACKGROUND OF SUBJECT MATTER:
NA

TOWN COUNCIL PRIORITY(S) ADDRESSED:
☐ Traffic & Road Infrastructure
☐ Growth & Development
☐ Water Cost & Availability
☐ Affordable & Diverse Housing
☐ Increased Commercial Development
☐ Responsible Oil & Gas Development
☐ Preservation of Open Space
☐ Recreation & Community Amenities
☐ Multi-Modal Focus

ATTACHMENT(S):

1. 09-30-2025 Council Special Meeting Minutes

TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, September 30, 2025 | **7:50 PM** | **Council Chambers**

OR Immediately Following the Study Session

Special Meeting

Link to Watch or Comment Virtually: https://bit.ly/TCSpecial09-30-2025

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 7:24 p.m.

II. Roll Call

Present: 7 - Mayor Moore, Mayor Pro Tem Bell, Council Member Pesaramelli, Council Member O'Connor, Council Member Baer, Council Member Mortellaro, and Council Member Hoback

III. Approval of the Agenda

Mayor Moore asked that Public Comment be moved to after approval of the Agenda so that the meeting could adjourn at the completion of the Executive Session.

Mayor Pro Tem Bell made a motion to approve the amended Agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 7:24 p.m.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

IV. Public Comment On Non-Agenda and Consent Items only.

With no speakers in house or online virtually, Mayor Moore opened and closed Public Comment at 7:25 p.m.

V. Executive Session

Mayor Pro Tem Bell made a motion to go into Executive Session. Council Member O'Connor seconded the motion. The motion passed by the following vote at 7:26 p.m.

Mayor Moore stated that the meeting would adjourn at the conclusion of Executive Session.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

25-545 EXECUTIVE SESSION: to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), regarding an employment agreement for the new in-house Town Attorney.

VI. Adjournment

Approved _____
Mayor

Attest _____
Town Clerk

Town Council

Board Meeting Date: 10/14/2025

File #: 25-512, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Authorizing the Town Manager to Issue a Consent for the Nine Mile Metropolitan District to Issue a Special Revenue Refunding and Improvement Loan, Series 2025

DEPARTMENT: Economic Development

PRESENTER(S): Julian Jacquin, Director of Economic Development & TOEURA
Malcolm Fleming, Town Manager/TOEURA Executive Director

TIME ESTIMATE: 0 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
Approving Resolution 25-163 provides the Town Council's consent to the Nine Mile Metropolitan District (NMMD) refinancing their 2020 District bonds with a new "2025 Loan" to access $400,000 in additional property tax and sales tax revenues from the Highway 287 URA Plan Area, approved by the 11th Amendment to the Nine Mile DDA. The terms of this pledge by TOEURA to the NMMD are outlined in the First Amendment to the Pledge Agreement and Omnibus Certificate, being considered for approvals by the TOEURA Board on Oct. 14. TOEURA and the Town Council approved the 11th Amendment to the Nine Mile DDA on April 22, 2025, increasing the maximum TIF cap from $12.8M to $13.2M. The NMMD must now amend their pledge agreement to refinance their bonds to access the additional $400,000 in the project fund to pay for eligible public improvements. There is no fiscal impact to the Town or the URA from the refinancing; this refinancing allows the Metro District to access the $400K today to repay Evergreen for their public improvement costs. This does not change the amount of TIF the Metro District is entitled to nor the timeline for paying the Metro District the full amount of TIF.

POLICY ISSUES:
The policy issue is whether to support the NMMD's request to refinance their bonds to access additional funds to pay for necessary public improvements at the Nine Mile Corner retail center, as approved by the 11th Amendment to the Nine Mile DDA.

STAFF RECOMMENDATION:
Approve Resolution 25-163.

SUMMARY/KEY POINTS

- Provides the Town Council's consent to the issuance of the 2025 Loan, refinancing the NMMD's 2020 bonds for public improvements at the Nine Mile Corner retail area.

BACKGROUND OF SUBJECT MATTER:
The Nine Mile Metropolitan District (NMMD) is refinancing its 2020 Special Revenue Bonds that funded public improvements at the Nine Mile Corner retail center within the Highway 287 Urban Renewal Plan Area. In April 2025, the Town, the Town of Erie Urban Renewal Authority (TOEURA), and the developer approved the Eleventh Amendment to the Nine Mile Disposition and Development Agreement (DDA), increasing the maximum tax increment financing (TIF) cap from $12.8 million to $13.2 million. This added $400,000 for remaining public infrastructure costs.

To use the additional TIF capacity, NMMD will issue a 2025 Special Revenue Refunding and Improvement Loan. The Loan is secured by the same pledged property and sales tax increment revenues that flow from the Town and TOEURA under the DDA.

On Oct. 14, TOEURA is considering two related actions to support this refinancing:

- **First Amendment to Pledge Agreement:** Updates the 2020 pledge between TOEURA and NMMD to reflect the increased TIF cap and administrative fee and clarify revenue flow for future refundings.
- **Omnibus Certificate:** Confirms TOEURA's legal authority and revenue pledge so the lender can rely on the TIF structure for repayment.

Town Council approval of the Consent Letter, via Resolution 25-163, is required by the Nine Mile Metropolitan District Service Plan and signals the Town's consent to the NMMD's issuance of the 2025 Loan under the updated financing terms.

TOWN COUNCIL PRIORITY(S) ADDRESSED:
☒ Attractive Community Amenities
☐ Engaged and Diverse Community
☒ Prosperous Economy
☐ Well-Maintained Transportation Infrastructure
☐ Small Town Feel
☐ Safe and Healthy Community
☒ Effective Governance
☐ Environmentally Sustainable
☒ Fiscally Responsible

ATTACHMENT(S):

1. Resolution 25-163
2. Town Consent Letter
3. First Amendment to Pledge Agreement (to be considered by TOEURA on Oct. 14)
4. Omnibus Certificate (to be considered by TOEURA on Oct. 14)
5. Nine Mile DDA - Compiled

Town of Erie
Resolution No. 25-163

A Resolution of the Town Council of the Town of Erie Authorizing the Town Manager to Issue a Consent for the Nine Mile Metropolitan District to Issue a Special Revenue Refunding and Improvement Loan, Series 2025

Whereas, the Town Council finds that it is in the best interest of the Town and the public health, safety and welfare to authorize the Town Manager to issue a consent for the Nine Mile Metropolitan District to issue a Special Revenue Refunding and Improvement Loan, Series 2025.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The Town Council hereby authorizes the Town Manager to issue the consent for the Nine Mile Metropolitan District in the form attached hereto, subject to final approval of the Town Attorney.

Adopted this 14th day of October, 2025.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Malcolm Fleming
Town Manager
Town of Erie
645 Holbrook St.
Erie, CO 80516

Consent

October 14, 2025

This consent is being given by the Town of Erie, a Colorado home rule municipality (the "Town"), pursuant to Section VI.H. of the Service Plan for Nine Mile Metropolitan District (the "Service Plan") approved on August 13, 2019 by the Town of Erie Board of Trustees (now Town Council) pursuant to Resolution No. 19-109.

It is the Town's understanding that Nine Mile Metropolitan District, in the Town of Erie, County of Boulder (the "District"), intends to issue its Special Revenue Refunding and Improvement Loan, Series 2025 (the "2025 Loan"), for the purposes and pursuant to the terms and conditions set forth in the Loan Agreement dated on or about October 21, 2025 by and between the District and NBH Public Finance, LLC. The 2025 Loan shall be secured by the Pledged Revenues more specifically described in the Loan Agreement and the proceeds of the 2025 Loan shall be applied as more specifically set forth in the Loan Agreement.

The Town hereby consents to the issuance of the 2025 Loan in the manner set forth in the Loan Agreement.

Sincerely,

Malcolm Fleming
Town Manager

First Amendment to Pledge Agreement

This **First Amendment to Pledge Agreement** (the "**First Amendment to Pledge Agreement**") is entered into this 14th day of October, 2025 (the "**Effective Date**"), by and between **Town of Erie Urban Renewal Authority** (the "**Authority**"), a corporate body created and existing as an urban renewal authority within the Town of Erie under the Urban Renewal Law (as hereinafter defined), and **Nine Mile Metropolitan District**, a quasi-municipal corporation and a political subdivision duly organized and existing under the constitution and laws of the State of Colorado (the "**District**").

Whereas, the District is a quasi-municipal corporation and political subdivision duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado, including particularly Title 32, Article 1, C.R.S.; and

Whereas, the District was organized by Order and Decree of the District Court in and for Boulder County issued on January 27, 2020 and recorded in the Boulder County real property records on February 4, 2020 at Reception No. 03764280; and

Whereas, the District is authorized by Title 32, Article 1, Part 1, C.R.S., to furnish certain public facilities and services, subject to the limitations of its Service Plan (as hereinafter defined), including water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation, limited fire protection, and mosquito control improvements and services within and without the boundaries of the District (collectively, the "**Public Improvements**"); and

Whereas, the Authority is responsible for carrying out the Highway 287 Urban Renewal Plan (as more particularly defined herein, the "**Urban Renewal Plan**") in the Highway 287 Urban Renewal Plan Area (as more specifically identified in the Urban Renewal Plan, the "**Urban Renewal Area**"); and

Whereas, the District is located wholly within the boundaries of the Urban Renewal Area; and

Whereas, the Authority, the Town of Erie (the "**Town**") and Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company, have previously entered into the Disposition and Development Agreement, dated as of March 22, 2016 (the "**Original DDA**"), as supplemented and amended by the First Amendment to the Disposition and Development Agreement, dated as of December 13, 2016 (the "**First Amendment**"), the Second Amendment to the Disposition and Development Agreement, dated as of May 9, 2017 (the "**Second Amendment**"), the Third Amendment to Disposition and Development Agreement, dated as of December 12, 2017 (the "**Third Amendment**"), the Fourth Amendment to Disposition and Development Agreement, dated as of May 8, 2018 (the "**Fourth Amendment**"), the Fifth Amendment to Disposition and Development Agreement, dated as of August 13, 2019 (the "**Fifth Amendment**"), that certain Sixth Amendment to Disposition and Development Agreement, dated as of

October 22, 2019 (the "**Sixth Amendment**"), the Seventh Amendment to Disposition and Development Agreement, dated as of May 13, 2020 (the "**Seventh Amendment**"), the Eighth Amendment to Disposition and Development Agreement, dated as of September 30, 2020 (the "**Eighth Amendment**"), the Ninth Amendment to Disposition and Development Agreement, dated as of September 14, 2021 (the "**Ninth Amendment**"), the Tenth Amendment to Disposition and Development Agreement, dated as of March 26, 2024 (the "**Tenth Amendment**"), and the Eleventh Amendment to Disposition and Development Agreement, dated as of April 22, 2025 (the "**Eleventh Amendment**", and, together with the Original DDA, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment, the "**DDA**"); and

Whereas, pursuant to the DDA, the Authority previously approved a tax increment plan for the reimbursement of Eligible Costs (as defined in the DDA) from certain Pledged Property Tax Increment Revenue (as defined in the DDA) and certain Pledged Sales Tax Increment Revenue (as defined in the DDA and collectively with the Pledged Property Tax Increment Revenue, the "**Pledged Revenues**") authorized to be received by the Authority pursuant to the Urban Renewal Plan during the Urban Renewal Plan Term (as hereinafter defined) that are generated by the development of the Retail Property-Phase 1 (as defined in the DDA) and the Residential Property (as defined in the DDA); and

Whereas, the Authority approved and adopted Resolution No. 6 on June 4, 2019 consenting to the organization of the District within the Urban Renewal Area; and

Whereas, the District previously issued its Special Revenue Bonds, Series 2020 (the "**Series 2020 Bonds**") pursuant to that certain Indenture of Trust, dated as of October 30, 2020 (the "**Indenture**"), by and between the District and UMB Bank, n.a., as trustee thereunder; and

Whereas, a portion of the proceeds of the Series 2020 Bonds were used to finance the costs of certain Public Improvements; and

Whereas, the District previously entered into that certain Pledge Agreement, dated as of October 30, 2020 (the "**Original Authority Pledge Agreement**"), by and between the District and the Authority in order to apply the Pledged Revenues authorized to be received by the Authority under the DDA to secure the repayment of the Series 2020 Bonds pursuant to the Indenture and any bonds which may be issued in the future to refund the Series 2020 Bonds (collectively, the "**Bonds**"); and

Whereas, pursuant to Section 5.2(d) of the DDA, the Authority agreed to pay to the District the Pledged Revenues and pledged such Pledged Revenues to the District, subject to the terms and provisions of the DDA; and

Whereas, at the time of issuance of the Series 2020 Bonds, the amendments made to the DDA pursuant to the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment were not in effect; and

Whereas, the collective amendments made to the DDA by the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment provide, in part, that the Tax Increment Cap (as defined in the DDA) shall be increased to $13,200,000 from $12,800,000 and that the Authority shall be entitled to an annual administrative fee in connection with the Authority's obligations under the DDA, which annual administrative fee equals one percent of the incremental property tax revenues received by the Authority generated within the Urban Renewal Plan boundary; and

Whereas, the collective amendments made to the DDA by the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment described in the preceding clause result in the additional pledge of revenues to the District by the Authority pursuant to the DDA and the Authority and the District desire to amend the Original Authority Pledge Agreement in order to further effectuate such pledge of the Pledged Revenues by the Authority to the District under the DDA; and

Whereas, the Original Authority Pledge Agreement contained certain definitions which were defined by reference back to the Indenture for the Series 2020 Bonds and the Authority and the District now desire to directly provide the definitions within the body of the Original Authority Pledge Agreement in the event that any other District Obligations are ever issued by the District in the future and/or the Indenture for the Series 2020 Bonds is ever defeased; and

Whereas, Section 5.06(e) of the Original Authority Pledge Agreement provides that the Original Authority Pledge Agreement may be amended or supplemented by the parties, that any such amendment or supplement must be in writing, must be executed by all parties, and must be in conformance with the requirements set forth in Article X of the Indenture relating to the Original Authority Pledge Agreement and/or any similar requirements set forth in any Governing Instruments relating to any bonds, notes or other financial obligations which may be issued by or on behalf of the District to refund the Series 2020 Bonds; and

Whereas, Article X of the Indenture relating to Series 2020 Bonds and the Original Authority Pledge Agreement provides that the Original Authority Pledge Agreement may be amended, changed or modified by the Authority and the District without the consent of or notice to the registered owners (the "**Owners**") of any Bonds as shown on the registration books maintained by the Trustee if such amendment, change or modification pledges additional revenues to the District, is required by the provisions of the Original Authority Pledge Agreement or is for the purpose of curing any ambiguity or formal defect or omission, including, without limitation, ministerial errors, so long as such cure does not materially adversely affect the interests of the Owners of the Bonds; and

Whereas, the District is not a party to the DDA, but is a party to the Original Authority Pledge Agreement, and the Authority and the District now desire to enter into this First Amendment to Pledge Agreement in order to further effectuate the pledge of the Pledged Revenues by the Authority to the District under the DDA, to conform the Original Authority Pledge Agreement to the various amendments described above which were made to the DDA by the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment and to clarify, and set forth, certain terms in the Original Authority Pledge Agreement directly in the body thereof for ease and to prevent ministerial errors in the event that the Indenture for the Series 2020 Bonds is ever defeased; and

Whereas, all capitalized terms used and not otherwise defined in this First Amendment to Pledge Agreement shall have the meanings ascribed to them in the Original Authority Pledge Agreement unless specifically amended herein; and

Now, Therefore, for and in consideration of the promises and the mutual covenants and stipulations herein, the parties hereby agree as follows:

ARTICLE I

Definitions and Authority

Section 1.01. Definitions. Except as modified by this First Amendment to Pledge Agreement, all words and phrases defined in the Original Authority Pledge Agreement shall have the same meaning in this First Amendment to Pledge Agreement.

Section 1.02. Authority. This First Amendment to Pledge Agreement is executed pursuant to the provisions of the Original Authority Pledge Agreement, Article X of the Indenture relating to the Series 2020 Bonds, and any similar requirements set forth in any Governing Instruments relating to any bonds, notes or other financial obligations which may be issued by or on behalf of the District to refund the Series 2020 Bonds.

ARTICLE II

Amendments

Section 2.01. Amendments.

(a) The following definitions set forth in Section 1.02 of the Original Authority Pledge Agreement are hereby amended and restated as follows:

"*Agreement*" means, collectively, the Original Authority Pledge Agreement and the First Amendment to Pledge Agreement, as the same may be supplemented and amended from time to time in accordance with the provisions hereof, thereof and the applicable Governing Instruments.

"*Effective Date*" means (a) with respect to the Original Authority Pledge Agreement, the date of the Original Authority Pledge Agreement and (b) with respect to the First Amendment to Pledge Agreement, the date of the First Amendment to Pledge Agreement.

"*Indenture*" means the Indenture of Trust, dated as of October 30, 2020, by and between the District and the Trustee pursuant to which the Series 2020 Bonds were issued, as the same may be supplemented or amended from time to time in accordance with the provisions thereof.

"*Operations Deduction*" means the amount reasonably budgeted by the District to pay the District's administrative, operations and maintenance expenses, but not in excess of the following: (i) for collection in calendar year 2020, up to the amount of $200,000, and (ii) for collection in each calendar year thereafter, up to the amount of the Operations Deduction for the prior year plus up to an additional 1.00% of that amount. The Operations Deduction shall be deposited by the District to the Operations and Maintenance Fund.

"*Operations and Maintenance Fund*" (a) with respect to the Series 2020 Bonds, shall have the meaning set forth in the Indenture and (b) with respect to any other District Obligations, shall have the meaning set forth in the resolution, indenture, agreement or other instrument(s) governing such District Obligations.

"*Pledged Property Tax Increment Revenue*" shall have the meaning ascribed thereto in the DDA.

"*Pledged Sales Tax Increment Revenue*" shall have the meaning ascribed thereto in the DDA.

"*Trustee*" means (a) with respect to the Series 2020 Bonds, UMB Bank, n.a., in Denver, Colorado, or any successor thereof and (b) with respect to any other District Obligation, the trustee, paying agent, custodian, lender or other administrative agent acting as such with respect to the applicable District Obligation under the applicable Governing Instrument.

(b) The following new definitions are hereby added to Section 1.01 of the Original Authority Pledge Agreement as follows:

"*Eleventh Amendment*" shall have the meaning ascribed thereto in the recitals of the First Amendment to Pledge Agreement.

"*First Amendment to Pledge Agreement*" means that certain First Amendment to Pledge Agreement, dated as of October 14, 2025, by and between the Authority and the District, as the same may be amended from time to time in accordance with the provisions hereof, thereof and the applicable Governing Instruments.

"Original Authority Pledge Agreement" means that certain Pledge Agreement, dated as of October 30, 2025, by and between the Authority and the District, as the same may be amended from time to time in accordance with the provisions thereof and the applicable Governing Instruments.

(c) The definition of "Maximum OMA Amount" set forth in Section 1.01 of the Original Authority Pledge Agreement is deleted.

(d) Section 2.02(a) of the Original Authority Pledge Agreement is hereby amended and restated as follows:

> "(a) *Pledge of Pledged Revenues under DDA to the District*. The Authority hereby pledges the Authority's right, title and interest in and to the Pledged Revenues to the District for the purpose of paying and securing the Series 2020 Bonds pursuant to the Indenture and any other bonds, notes, or other financial obligations which may be issued by or on behalf of the District in the future to refund the Series 2020 Bonds (collectively, the "**Bonds**") and to secure the Operations Deduction set forth under the Indenture with respect to the Series 2020 Bonds and set forth under the Governing Instrument with respect to any other District Obligations. The lien of the District on the Pledged Revenues shall constitute a first priority and exclusive lien thereon. The District shall pledge its interest in and to the Pledged Revenues to the Trustee under the Indenture and any other applicable Governing Instrument for the benefit of the Bondholders of the Series 2020 Bonds and any other District Obligations Outstanding from time to time, and the pledge of the Pledged Revenues to the various District Obligations Outstanding from time to time shall have the priority set forth in the applicable Governing Instruments."

(e) Section 2.03 of the Original Authority Pledge Agreement is hereby amended and restated as follows:

> "**Section 2.03. Covenant of Further Assurances**. The Authority covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such further acts, instruments, and transfers as the District or the Trustee may reasonably require for the better assuring, transferring, and pledging unto the District the Pledged Revenues to secure repayment of the Bonds and to secure the Operations Deduction set forth under the Indenture with respect to the Series 2020 Bonds and set forth under the Governing Instrument with respect to any other District Obligations."

(f) Section 2.04 of the Original Authority Pledge Agreement is hereby amended and restated as follows:

"**Section 2.04. Survival of Payment Obligation**. The obligations of the Authority under the DDA and this Agreement to enforce and remit the Pledged Revenues in accordance herewith in order to secure repayment of the District Obligations and to secure the Operations Deduction set forth under the Indenture with respect to the Series 2020 Bonds and set forth under the Governing Instrument with respect to any other District Obligations shall constitute the "Payment Obligation" of the Authority, but only for so long as such revenues are authorized to be remitted to the special fund of the Authority under the Urban Renewal Plan. In addition, and without limiting the generality of the foregoing, the Payment Obligation of the Authority shall survive any court determination of the invalidity of this Agreement as a result of a failure, or alleged failure, of any of the directors of the District to properly disclose, pursuant to Colorado law, any potential conflicts of interest related hereto in any way."

ARTICLE III

Miscellaneous

Section 3.01. Pledge of Revenue. The creation, perfection, enforcement, and priority of the Authority's pledge under this First Amendment to Pledge Agreement to the District of the Pledged Revenues for the purpose of securing its Payment Obligation under the Agreement shall be governed by Section 11-57-208, C.R.S. and the Agreement. The Pledged Revenues shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such lien.

Section 3.02. No Recourse against Officers and Agents. Pursuant to Section 11-57-209, C.R.S., if a member of the Authority or any officer or agent of the Authority acts in good faith, no civil recourse shall be had against such member, officer, or agent for payment or performance of the Authority's Payment Obligation hereunder. Such recourse shall not be available either directly or indirectly against the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of this First Amendment to Pledge Agreement and as a part of the consideration hereof, the District and, by execution of the Indenture and any other Governing Instrument, the Trustee, each, for themselves and on behalf of the Bondholders from time to time, specifically waive any such recourse.

Section 3.03. Conclusive Recital. Pursuant to Section 11-57-210, C.R.S., this First Amendment to Pledge Agreement is executed and delivered pursuant to certain provisions of the Supplemental Act, and this recital is conclusive evidence of the validity and the regularity of this First Amendment to Pledge Agreement after its delivery for value.

Section 3.04. Limitation of Actions. Pursuant to Section 11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization, execution, or delivery of this First Amendment to Pledge Agreement shall be commenced more than thirty days after the authorization of this Agreement.

Section 3.05. Miscellaneous.

(a) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this First Amendment to Pledge Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This First Amendment to Pledge Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this First Amendment to Pledge Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this First Amendment to Pledge Agreement.

(b) If any term or provision of this First Amendment to Pledge Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this First Amendment to Pledge Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this First Amendment to Pledge Agreement. If any provision or part thereof of this First Amendment to Pledge Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) This First Amendment to Pledge Agreement may not be assigned or transferred by any party without the prior written consent of each of the other parties; provided, however, that the District shall be entitled to pledge all right, title and interest of the District in and to this First Amendment to Pledge Agreement to the Trustee in order to secure repayment of the Bonds.

(d) This First Amendment to Pledge Agreement shall be governed by and construed under the applicable laws of the State of Colorado.

(e) This First Amendment to Pledge Agreement may be amended or supplemented by the parties, but any such amendment or supplement must be in writing, must be executed by all parties, and must be in conformance with the requirements set forth in Article X of the Indenture relating to the Series 2020 Bonds for so long as such bonds are Outstanding and/or any similar requirements set forth in any Governing Instruments relating to any bonds, notes or other

financial obligations which may be issued by or on behalf of the District to refund the Series 2020 Bonds.

(f) Each party has participated fully in the review and creation of this First Amendment to Pledge Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this First Amendment to Pledge Agreement. The language in this First Amendment to Pledge Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

(g) This First Amendment to Pledge Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this First Amendment to Pledge Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

(i) Each of the Authority and the District shall have the right to access and review each other's records and accounts, on reasonable times during each of the Authority's and the District's regular office hours, for purposes of determining compliance by each of the Authority and the District with the terms of this First Amendment to Pledge Agreement. Such access shall be subject to the provisions of Public Records Act of the State of Colorado contained in Article 72 of Title 24, C.R.S. In the event of disputes or litigation between the parties hereto, all access and requests for such records shall be made in compliance with the Public Records Act.

(j) The Authority covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of its obligations hereunder.

Section 3.06. Effective Date and Termination Date. This First Amendment to Pledge Agreement shall become effective on the Effective Date and, subject to the provisions of Section 2.02(c) of the Original Authority Pledge Agreement, shall remain in effect until the Termination Date unless earlier terminated pursuant to mutual written agreement of the Authority and the District; provided, however, that if any District Obligations are Outstanding, any such earlier termination of this Agreement shall be subject to the applicable provisions of all Governing Instruments then in effect. On the Termination Date, this First Amendment to Pledge Agreement shall be deemed fully satisfied, all obligations of the parties hereto shall be discharged, and this First Amendment to Pledge Agreement shall terminate and no longer be of any force or effect.

Section 3.07. Requirements Met. All requirements of the Original Authority Pledge Agreement and Article X of the Indenture relating to the Series 2020 Bonds and all conditions precedent for execution and delivery of this First Amendment to Pledge Agreement have been satisfied.

Section 3.08. First Amendment to Pledge Agreement Construed with Original Authority Pledge Agreement. All of the provisions of this First Amendment to Pledge Agreement shall be deemed to be and construed as part of the Original Authority Pledge Agreement to the same extent as if fully set forth therein.

Section 3.09. Original Authority Pledge Agreement as Supplemented and Amended to Remain in Effect. Save and except as expressly supplemented and amended hereby, the Original Authority Pledge Agreement shall continue in full force and effect.

Section 3.10. Confirmation of Actions. All action (not inconsistent with the provisions of this First Amendment to Pledge Agreement) heretofore taken by each of the District and the Authority, directed toward the transactions contemplated by this First Amendment to Pledge Agreement is hereby ratified, approved and confirmed.

Section 3.11. Representations. Each party hereto hereby represents and warrants that it has been duly authorized to execute this First Amendment to Pledge Agreement (including obtaining all necessary consents), that this First Amendment to Pledge Amendment has been validly executed, and that, as applicable, the Original Authority Pledge Agreement, as hereby amended, constitutes a valid and binding obligation enforceable against each such party in accordance with its terms.

[End of First Amendment to Pledge Agreement; Signatures Appear on Following Page]

In Witness Whereof, the authorized officers of the Authority and the District have executed this First Amendment to Pledge Agreement as of the day and year first above written.

Town of Erie Urban Renewal Authority

By_____
Andrew J. Moore, Chair

Attest:

_____
Debbie Stamp, Town Clerk

Nine Mile Metropolitan District

By_____
Tyler Carlson, President

Attest:

_____
Erika Shorter, Secretary

[Signature Page to First Amendment to Pledge Agreement]

Omnibus Certificate of the Town of Erie Urban Renewal Authority

$13,735,000
Nine Mile Metropolitan District
(In the Town of Erie, County of Boulder, Colorado)
Special Revenue Refunding and Improvement Loan
Series 2025

October 14, 2025

This Omnibus Certificate (this "**Certificate**") of the Town of Erie Urban Renewal Authority (the "**Authority**") is being executed and delivered in connection with the issuance of the above-captioned loan (the "**Loan**") by Nine Mile Metropolitan District, in the Town of Erie, County of Boulder, Colorado (the "**District**").

A. The Loan is being issued pursuant to that certain Loan Agreement, dated as of October 21, 2025 (the "**Loan Agreement**"), by and between the District and NBH Public Finance, LLC (the "**Lender**").

B. The Loan is secured, in part, by certain Pledged Property Tax Increment Revenue (as defined in the Loan Agreement) and certain Pledged Sales Tax Increment Revenues (as defined in the Loan Agreement).

C. The Town of Erie Board of Trustees (now Town Council) created the Town of Erie Urban Renewal Authority (the "**Authority**"), a corporate body created and existing as an urban renewal authority within the Town under the Colorado Urban Renewal Act, Section 31-25-101, et seq., C.R.S. (the "**Urban Renewal Law**").

D. By Resolution No. 15-126, adopted September 22, 2015, by the Town of Erie Board of Trustees (now Town Council), the Town designated the Highway 287 Urban Renewal Plan Area (the "**Urban Renewal Area**") as an urban renewal area within the meaning of the Urban Renewal Law.

E. By Resolution No. 15-126 adopted September 22, 2015, by the Town of Erie Board of Trustees (now Town Council), the Town approved the Highway 287 Urban Renewal Plan (the "**Urban Renewal Plan**") for the redevelopment of the Urban Renewal Area.

F. The Authority is authorized to transact business and exercise its powers as an urban renewal authority within the Town under the Urban Renewal Law.

G. In furtherance of the Urban Renewal Plan, the Authority entered into the Disposition and Development Agreement, dated as of March 22, 2016 (the "**Original DDA**"), as supplemented and amended by the First Amendment to the Disposition and Development Agreement, dated as of December 13, 2016 (the "**First Amendment**"),

then Second Amendment to the Disposition and Development Agreement, dated as of May 9, 2017 (the "**Second Amendment**"), the Third Amendment to the Disposition and Development Agreement, dated as of December 12, 2017 (the "**Third Amendment**"), that certain Fourth Amendment to the Disposition and Development Agreement, dated as of May 8, 2018 (the "**Fourth Amendment**"), then Fifth Amendment to the Disposition and Development Agreement, dated as of August 13, 2019 (the "**Fifth Amendment**"), the Sixth Amendment to the Disposition and Development Agreement, dated as of October 22, 2019 (the "**Sixth Amendment**"), the Seventh Amendment to the Disposition and Development Agreement, dated as of May 13, 2020 (the "**Seventh Amendment**"), that certain Eighth Amendment to the Disposition and Development Agreement, dated as of September 30, 2020 (the "**Eighth Amendment**"), the Ninth Amendment to the Disposition and Development Agreement, dated as of September 16, 2021 (the "**Ninth Amendment**"), the Tenth Amendment to the Disposition and Development Agreement, dated as of March 26, 2024 (the "**Tenth Amendment**"), and the Eleventh Amendment to the Disposition and Development Agreement, dated April 22, 2025 (the "**Eleventh Amendment**" and, together with the Original DDA, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment, the "**DDA**"), each by and among the Authority, the Town of Erie, Colorado (the "**Town**") and Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company (the "**Developer**"), for the purpose of remediating blight in the Property (as defined in the DDA) through the development of the Property consistent with and in furtherance of the purposes of the Town and the Urban Renewal Plan.

H. In furtherance of the DDA, the Authority entered into (a) the Pledge Agreement, dated October 30, 2020, (the "**Original Pledge Agreement**"), as supplemented and amended by the First Amendment to Authority Pledge Agreement, dated as of the date hereof (the "**First Amendment to the Pledge Agreement**" and, together with the Original Authority Pledge Agreement, the "**Pledge Agreement**"), each by and between Authority and the District; and (b) the Development Agreement (Nine Mile), dated March 10, 2020 (the "**DA**"), by and among the Authority, the District, the Developer, Evergreen-287 & Arapahoe Apartments, L.L.C., and the Town.

I. By Authority Resolution No. 16-03 adopted by the Authority on March 22, 2016 (relating to the Original DDA); Authority Resolution No. 16-07 adopted by the Authority on December 13, 2016 (relating to the First Amendment); Authority Resolution No. 17-02 adopted by the Authority on May 9, 2017 (relating to the Second Amendment); Authority Resolution No. 17-05 adopted by the Authority on December 12, 2017 (relating to the Third Amendment); Authority Resolution No. 18-04 adopted by the Authority on May 8, 2018 (relating to the Fourth Amendment); Authority Resolution No. 19-08 adopted by the Authority on August 12, 2019 (relating to the Fifth Amendment); Authority Resolution No. 19-10 adopted by the Authority on October 22, 2019 (relating to the Sixth Amendment); Authority Resolution No. 20-090 adopted by the Authority on May 12, 2020 (relating to the Seventh Amendment); Authority Resolution No. 20-013 adopted by the

Authority on September 22, 2020 (relating to the Eighth Amendment); Authority Resolution 21-10 adopted by the Authority on September 14, 2021 (relating to the Ninth Amendment); Authority Resolution 24-002 adopted by the Authority on March 26, 2024 (relating to the Tenth Amendment); and Authority Resolution 25-026 adopted by the Authority on April 22, 2025 (relating to the Eleventh Amendment), the Authority approved the DDA; by Resolution No. 20-009 adopted August 25, 2020 by the Authority and by Resolution No. 25-037 adopted by the Authority on October 14, 2025, the Authority approved the Pledge Agreement; and by Resolution No. 20-05 adopted March 10, 2020 by the Authority, the Authority approved the DA.

J. The District is located within the Urban Renewal Area created pursuant to the Urban Renewal Plan, and, as a result, (a) the Pledged Property Tax Increment Revenue is remitted by the Boulder County Treasurer to the Authority in accordance with the Urban Renewal Law, the Urban Renewal Plan, and the DDA; and (b) the Pledged Sales Tax Increment Revenues are remitted by the Executive Director of the Colorado Department of Revenue (the "**Executive Director**") to the Town and then remitted by the Town to the Authority in accordance with the Urban Renewal Law, the Urban Renewal Plan, and the DDA.

K. Pursuant to the Urban Renewal Law and the Urban Renewal Plan, until the 25th anniversary of the date of the approval by the Town Council of the Town of the Urban Renewal Plan, (a) all property taxes resulting from imposition of ad valorem property taxes by certain overlapping entities consisting of the School District, the Fire District, the Town, the County, the Mile High Flood District, and the High Plains Library District (collectively, the "**Overlapping Entities**") on the assessed valuation of all taxable property of the District in the Urban Renewal Area in excess of the Base Amount (as defined in the Urban Renewal Plan) constituting Pledged Property Tax Increment Revenue are to be remitted by the Boulder County Treasurer to the Authority in accordance with the Urban Renewal Law, the Urban Renewal Plan, and the DDA and then remitted by the Authority to the District pursuant to the terms of the Pledge Agreement to secure repayment of the Loan; and (b) all municipal sales taxes collected within the boundaries of the District in the Urban Renewal Area in excess of the Base Amount (as defined in the Urban Renewal Plan) constituting Pledged Sales Tax Increment Revenues are to be remitted by the Executive Director to the Town and then by the Town to the Authority in accordance with the Urban Renewal Law, the Urban Renewal Plan, and the DDA and then further remitted by the Authority to the District pursuant to the terms of the Pledge Agreement to secure repayment of the Loan. Thereafter, (a) all property taxes resulting from imposition of ad valorem property taxes by the Overlapping Entities on the assessed valuation of all taxable property of the District in the Urban Renewal Area are to be collected by the Boulder County Treasurer and remitted to the Overlapping Entities; and (b) all municipal sales taxes collected within the boundaries of the District in the Urban Renewal Area, are to be collected by the Executive Director and remitted to the Town.

L. The District is pledging any Pledged Property Tax Increment Revenue and Pledged Sales Tax Increment Revenues received from the Authority to repayment of the Loan pursuant to and in accordance with the Pledge Agreement and the Loan Agreement.

The undersigned, as Chair of and on behalf of t Authority, in the Town of Erie, Colorado, hereby (a) agrees as to the statement of facts and law set forth in recitals A through L above and (b) certifies, represents, warrants and agrees as follows:

1. The Authority is a body corporate, validly existing as an urban renewal authority under the Urban Renewal Law and has the power and authority to execute and deliver, and to perform its obligations under, the DDA, the DA and the Pledge Agreement.

2. The execution and delivery by the Authority of the DDA, the DA, and the Pledge Agreement and the performance of its obligations thereunder have been duly authorized by all necessary legal action on the part of the Authority.

3. Each of the DDA, the DA and the Pledge Agreement has been duly executed and delivered on behalf of the Authority and constitutes the legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms.

4. The Authority's obligations under each of the DDA, the DA and the Pledge Agreement are not subject to annual appropriation by the Authority.

5. The representations and warranties of the Authority contained in the Pledge Agreement, the DA and the DDA and any other documents executed by the Authority in connection with the issuance of the Loan are true, correct, accurate and complete in all material respects as of the date of this certificate with the same effect as if made on the date hereof.

6. No portion of the amounts required to be paid by the Authority to the District to secure repayment of the Loan pursuant to each of the DDA and the Pledge Agreement is subject to any lien or encumbrance of the Authority other than to secure repayment of the Loan.

7. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, which has been served on the Authority or, to the best of my knowledge, threatened, which in any way questions the powers of the Authority to administer, exercise its rights under, and carry out the purposes of, the Urban Renewal Plan, the powers of the Authority to utilize the incremental property taxes and incremental municipal sales taxes (such as the Pledged Property Tax Increment Revenue and Pledged Sales Tax Increment Revenues), if any, generated in connection with the aforementioned Urban Renewal Plan, the powers of the Authority to execute, deliver and perform its obligations under each of the DDA, the Development Agreement and the Pledge Agreement or that in any manner questions the authority of the governing body of the Authority to approve or the proceedings approving each of the DDA, the Development Agreement and the Pledge Agreement; and no

litigation of any nature has been served on the Authority or, to the best of my knowledge, threatened, which, if determined adversely to the Authority, could materially adversely affect the transactions contemplated by each of the DDA, the Development Agreement and the Pledge Agreement or the validity or enforceability of each of the DDA, the Development Agreement and the Pledge Agreement, or would have a material adverse effect upon the Authority's ability to comply with its obligations under each of the DDA, the Development Agreement and the Pledge Agreement, or to carry out and consummate the transactions contemplated thereby, and to the best of my knowledge the Authority has complied with and is in compliance with all provisions of applicable law in all matters relating to such transactions.

8. To the best of my knowledge, the execution and delivery of each of the DDA, the DA and the Pledge Agreement and performance of the Authority's obligations thereunder do not conflict with or constitute a violation of, a breach of or default under, any statute, indenture, mortgage, note or other agreement or instrument to which the Authority is a party or by which the Authority is bound or under any existing law, rule, regulation, ordinance, judgment, order, or decree to which the Authority is subject.

9. To the best of my knowledge, none of the corporate existence of the Authority, the present boundaries of Urban Renewal Area, nor the current rights of the members of the governing body of the Authority or officers of the Authority to hold their respective positions, is being contested or challenged.

10. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever not already obtained, is required in connection with the execution and delivery of each of the DDA, the DA, and the Pledge Agreement or the performance of the Authority's obligations thereunder. The undersigned certifies that she is an authorized representative of the Authority with the knowledge and authority to make the representations, certifications, and agreements contained herein.

11. The undersigned representative of the Authority acknowledges that the District has informed the Authority that: (a) the payments to be made by the Authority to the District under the DDA and the Pledge Agreement, as well as all right, title and interest of the District in the Pledge Agreement, have been assigned to the Lender pursuant to the Loan Agreement in connection with the issuance of the Loan; (b) the District and the Lender are incurring their respective obligations with respect to the Loan in reliance on the due and timely performance by the Authority of its obligations under each of the DDA, the Development Agreement and the Pledge Agreement and its agreements hereunder as well as on the truth and accuracy of its representations and warranties contained herein; (c) the Loan Agreement grants to the Lender the right to enforce the rights of the District under the Pledge Agreement, the DA and the DDA; and (d) the District and the Lender will rely on the representations, certifications and agreements contained herein.

12. The Authority hereby covenants that (a) to the extent that, as of the date hereof, the power of eminent domain is not available under the Urban Renewal Plan with respect to the Urban Renewal Area, the Authority shall not request that the Town amend the Urban Renewal Plan to add the power of eminent domain with respect to the Urban Renewal Area while the Loan or any obligations issued to refund the Loan are outstanding; and (b) to the extent the power of eminent domain is available under the Urban Renewal Plan as of the date hereof with respect to the Urban Renewal Area, the Authority shall not exercise the power of eminent domain within the Urban Renewal Area for so long as the Loan or any obligations issued to refund the Loan are outstanding or, if the Authority does so exercise any power of eminent domain which may be available under the Urban Renewal Plan as of the date hereof within the Urban Renewal Area while the Loan or any obligations issued to refund the Loan are outstanding, the Authority shall do so in conformance with the requirement to give direct notice by mail, email or personal service to any affected property owners thereby after the related blight designation has been made pursuant to the Urban Renewal Law and related case law, including *M.A.K. Investment Group, LLC v. City of Glendale*, No. 16-1492 (10th Circuit 5/14/2018).

Town of Erie Urban Renewal Authority

_____

Andrew J. Moore, Chairperson

[Signature Page to Omnibus Certificate of the Town of Erie Urban Renewal Authority]

THE TOWN OF ERIE
AND
THE TOWN OF ERIE URBAN RENEWAL AUTHORITY,
collectively, Erie

AND

EVERGREEN-287 & ARAPAHOE, L.L.C.,
the Developer

DISPOSITION AND DEVELOPMENT AGREEMENT

Dated as of March 22nd, 2016

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DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of March 22nd, 2016, by and between the TOWN OF ERIE, a Colorado statutory town (the "Town"), Erie of Erie Urban Renewal Authority, a Colorado urban renewal authority ("TOEURA", and together with the Town, "Erie"), and EVERGREEN-287 & ARAPAHOE, L.L.C., an Arizona limited liability company (the "Developer").

RECITALS

WHEREAS, Erie owns the Property and desires that the Property be developed in order to remediate blight as consistent with and in furtherance of the purposes of the Town and the Urban Renewal Plan;

WHEREAS, Erie desires that the Property be divided and developed in two distinct components of retail and residential (each, a "Component");

WHEREAS, Erie and the Developer agree that Erie shall not have any financial obligations related to the development of the Property; and

WHEREAS, to the extent portions of the Property are owned by TOEURA, such acquisition was made by TOEURA in furtherance of the goals of the Urban Renewal Law, C.R.S. §31-25-101 et seq., and TOEURA has found that disposition of the portion of the Property owned by it as set forth in this Agreement is in furtherance of that certain Highway 287 Urban Renewal Plan adopted by the Town on September 22, 2015, by means of Resolution 15-09, and will remedy and prevent blighted conditions within the Property; and

WHEREAS, Erie and the Developer wish to proceed with the development of the Property in accordance with the aforementioned goals and the terms hereof.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each covenants and agrees with the other as follows:

SECTION 1. DEFINITIONS AND PURPOSE

1.1 Definitions.

"Abandonment" means, during the Term, no visible signs of construction have occurred on the Property or no building permits have been issued or extended for the Property for a period of one (1) year or longer, subject to delays of Force Majeure, dating from the last documented visible sign of construction or building permit.

"Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the Developer. For purposes of this definition, the term "control" means the power to direct or cause the direction of management and policies, through the ownership of voting rights, by contract or otherwise.

"Anchor Tenant" means a retailer in excess of 50,000 square feet in building area.

"Approvals Period" means the approvals period described in Section 4.1.

"Approvals Period Contingencies" means the contingencies described in Section 4.2.

"CDOT" means the Colorado Department of Transportation.

"CDOT Approvals" means the approvals described in Section 5.2(a).

"Certificate of Occupancy" means the certificate issued by the Town, certifying a building's compliance with applicable laws and indicating condition suitable for occupancy.

"Closing" or "Closings" means a closing or closings described in Section 5.2.

"Commencement of Construction" means the visible commencement by the Developer of actual physical operations on the Property for the erection of the Public Improvements or Private Improvements on the retail Component, including, without limitation, clearing, demolition, grading, obtaining a foundation permit for the Public Improvements or Private Improvements or commencement of excavation of the Property for the retail Component for footings, foundations or caissons.

"Commitment" means the title commitment described in Section 3.2.

"Completion of Construction" means the issuance by Erie of a Certificate of Occupancy for all of the Public Improvements that the Developer is required to construct hereunder.

"Contingencies" means (i) the Approvals Period Contingencies; and (ii) the Inspection Period Contingencies.

"Deed" means the special warranty deed in the form attached as Exhibit C.

"Default" and "Event of Default" mean those events specified in Sections 15.1 and 15.2.

"Developer" means Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company, and its successors and assigns, that conform with the requirements of SECTION 12.

"Developer's Broker" means David Hicks & Lampert.

"Developer's Financing" means the financing described in Section 7.1.

"Development Plan" means the Developer's concept for the development of the Property, which shall be allocated between retail/commercial uses and residential uses.

"Ditch Reconstruction Agreement" means the ditch reconstruction agreement described in Section 3.5(e).

"Effective Date" means the date first set forth in this Agreement.

"Environmental Laws" mean any international, federal, state or local statute, law, regulation, order, consent, decree, judgment, permit, license, code, covenant, deed restriction, common law, treaty, convention, ordinance or other requirement relating to public health, safety or the environment, including, without limitation, those relating to releases, discharges or emissions to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use and handling of polychlorinated biphenyls or asbestos, to the disposal, treatment, storage or management of hazardous or solid waste, or Hazardous Substances or crude oil, or any fraction thereof, or to exposure to toxic or hazardous materials, to the handling, transportation, discharge or release of gaseous or liquid Hazardous Substances and any regulation, order, notice or demand issued pursuant to such law, statute or ordinance, if any, applicable to the Property, including without limitation the following: the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Solid Waste Disposal Act, the Resource Conservation and Recovery Act, the Hazardous and Solid Waste Act, the Hazardous Substances Transportation Act, the Federal Water Pollution Control Act, the Clean Water Act, the Safe Drinking Water Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Rivers and Harbors Appropriation Act, the Endangered Species Act, the National Environmental Policy Act, the Oil Pollution Act, and any state or local law, and any state statute or local ordinance implementing the same, and any further amendments thereto and all rules and regulations promulgated thereunder.

"Force Majeure" delays, as used herein, means delays resulting from causes beyond the reasonable control of a Party, including, without limitation, any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any private party or governmental agency having jurisdiction over any portion of the Property, over the construction of the Improvements or over any uses thereof, or by delays caused by any action, inaction, condition or other decision by any utility company responsible for utilities, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies, or by fire, flood, inclement weather, strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of either party hereto engaged in the construction of the Improvements), civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, act of public enemy, war, riot, sabotage, blockage, embargo, failure or inability to secure materials, earthquake, or other natural disaster, delays caused by any dispute resolution process, or any cause whatsoever beyond the reasonable control (excluding financial inability) of the party whose performance is required, or any of its contractors or other representatives, whether or not similar to any of the causes hereinabove stated.

"Government Approvals" means the government approvals described in Section 4.1.

"Hard Costs" mean costs and expenses actually paid by the Developer for labor, materials and equipment used for site preparation, demolition, excavating, grading, landscaping, constructing, providing tenant finish, reports, testing, inspections or otherwise constructing the Improvements; provided that any costs or expenses contributed, incurred or paid by Erie or included in the computation of Soft Costs shall not be included in Hard Costs.

"Hazardous Substance" means any hazardous or toxic material, substance or waste, pollutant or contaminant which is defined, prohibited, limited or regulated under any statute, law, ordinance, rule or regulation of any local, state, regional or Federal authority having jurisdiction over the Property, or its use, including but not limited to any material, substance or waste that is (a) defined, listed or otherwise classified as a hazardous substance, hazardous material, hazardous waste or other words of similar meaning under any Environmental Laws; (b) petroleum, petroleum hydrocarbons, and all petroleum products; (c) polychlorinated biphenyls; (d) lead; (e) urea formaldehyde; (f) asbestos and asbestos containing materials; (g) flammables and explosives; (h) infectious materials; (i) atmospheric radon at levels over 4 picocuries per cubic liter, (j) radioactive materials; or (k) defined, prohibited, limited or regulated as a hazardous substance or hazardous waste under any rules or regulations promulgated under any Environmental Laws.

"Holder" means the beneficiary under a Mortgage.

"Improvements" mean the Private Improvements or the Public Improvements.

"Inspection Period" means the inspection period described in Section 3.4.

"Inspection Period Contingencies" means the contingencies described in Section 3.5.

"Mortgage" means and includes a deed of trust, leasehold deed of trust or other instrument creating an encumbrance or lien upon the Property or any portion thereof as part of the Developer's Financing.

"Party" or "Parties" means a party or the parties to this Agreement.

"Permitted Exceptions" mean those exceptions to the title to the Property that are permitted pursuant to Section 5.4.

"Private Improvements" mean those private improvements that are necessary for the issuance of a Certificate of Occupancy for the Anchor Tenant that the Developer is required to construct or arrange for the construction of pursuant to this Agreement.

"Property" means the real property described in Exhibit A and which shall be allocated into the Retail Property and the Residential Property.

"Public Improvement" means the construction of all infrastructure and related extensions and improvements for the Property, including, without limitation, sanitary sewer and water, roads, electric, cable, phone and internet, as required pursuant to the Development Plan, at the Developer's sole expense and responsibility.

"Residential Property" means that certain portion of the Property allocated for residential use in accordance with Section 3.5.

"Residential Property Purchase Price" means that purchase price described in Section 5.1(b).

"Retail Property" means that certain portion of the Property allocated for retail and commercial use in accordance with Section 3.5.

"Retail Property Purchase Price" means that purchase price described in Section 5.1(a).

"Schedule of Performance" means Exhibit B, the schedule that governs the times for performance by the Parties.

"Soft Costs" mean reasonable fees and expenses of architects, surveyors, engineers, accountants, attorneys, construction managers and other professional consultants; real property taxes and assessments; direct salary and overhead expenses; development fees, reasonable administration and overhead charges that do not exceed what is normally charged for such services in the Denver Metropolitan Area; permit charges; costs of operating the Improvements prior to issuance of a Certificate of Occupancy; marketing costs, commissions (including both those paid to employees and those paid to third parties), allowances to tenants, and other costs of initial project lease-up; all interest, loan fees and other costs of obtaining and maintaining Developer's Financing; and other commercially recognized costs that are incurred by the Developer in connection with the acquisition, ownership, development, operation and marketing of the Property and the Improvements; provided that any costs or expenses contributed, incurred or paid by Erie or included in the computation of Hard Costs shall not be included in Soft Costs.

"Standstill Agreement" means the Standstill Agreement described in Section 13.1.

"Surface Use Agreement" means the surface use agreement described in Section 3.5(f).

"Survey" means the survey described in Section 3.3.

"Tax Increment Proposal" means the proposal described in Section 5.2(c).

"Title Company" means First American Title Insurance Company unless otherwise agreed in writing by the Parties.

"Title Policy" means the owner's title policy described in Section 3.2.

"TOEURA" means the Town of Erie Urban Renewal Authority.

"Town" means the Town of Erie, Colorado.

"Town Approvals" means the approvals described in Section 5.2(a).

"Town Board" means the Board of Trustees of the Town of Erie, Colorado.

"Urban Renewal Plan" means the Highway 287 Urban Renewal Plan dated September 10, 2015, adopted by TOEURA.

"Zoning Ordinance" means the Town zoning ordinance described in Section 6.1.

1.2 Purpose. The purpose of this Agreement is to remediate blight as consistent with and in furtherance of the purposes of the Town and the Urban Renewal Plan.

SECTION 2. DESCRIPTION OF DEVELOPMENT AND IMPROVEMENTS

The Developer agrees to acquire and develop the Property described in Exhibit A in accordance with this Agreement and the Development Plan by constructing the Improvements as described herein. All construction required of the Parties by this Agreement shall be undertaken and completed in accordance with the Schedule of Performance (Exhibit B), the Development Plan and all applicable laws and regulations, including Town codes and ordinances, and shall be performed in accordance with and subject to the terms and conditions of this Agreement.

SECTION 3. INSPECTION PERIOD

3.1 Due Diligence Materials. Within thirty (30) days after the Effective Date, Erie shall provide to the Developer copies of any plans, specifications, drawings, surveys, reports, appraisals, environmental reports and assessments, including, without limitation, Phase I and Phase II Environmental Site Assessments, Asbestos and Lead Based Paint Surveys, if any, or other information for the Property in Erie's possession ("Property Information").

3.2 Title. After the Effective Date, the Developer shall obtain a title insurance commitment, together with legible copies of all instruments referred to in such commitment as conditions or exceptions (collectively, the "Commitment"), for 2006 ALTA form issued by Title Company for an owner's title insurance policy on the Title Company's standard form (the "Title Policy") for the Property. The costs of the Title Policy shall be determined in accordance with Sections 5.4.

3.3 Survey. Developer, at Developer's expense, shall obtain an ALTA boundary survey prepared by a certified Colorado surveyor showing all Property lines, improvements, if any, encroachments, setback lines, easements, adjoining roadways, proposed roads and/or proposed existing road extensions, and utility installments located therein and all other matters which are revealed by the Commitment (the "Survey").

3.4 Inspection Period. Developer shall have one hundred eighty (180) days from the Effective Date (the "Inspection Period") to conduct due diligence and approve, at Developer's sole and absolute discretion, the Property, the Property Information, the Commitment, the Survey and the environmental condition of the Property. During the Inspection Period, at its expense, the Developer may make any tests, surveys, inspections or obtain any audits, tests or studies of soils and subsurface conditions, including environmental tests on or about the Property to determine its suitability for construction of the Improvements and to determine if Hazardous Substances exist or have been stored on the Property. If this Agreement is terminated pursuant to an express right to terminate hereunder, the Developer shall deliver copies (without representation or warranty of any kind) of all of such non-proprietary audits, tests, studies or reports to Erie. Erie shall permit the Developer and its representatives access to the Property at reasonable times for the purpose of conducting such tests, inspections and surveys. No charge shall be made for the access provided in this Section. A party entering upon the Property pursuant to this section shall reasonably restore the Property to the same condition, with the exception of any monitoring wells constructed during the Inspection Period, prior to any such entry as is commercially reasonable possible, ordinary wear and tear excepted. If the results of any of the matters referred to in this Section appear unsatisfactory to the Developer for any reason, then the Developer, at

Developer's sole and absolute discretion, shall have the right to terminate this Agreement by giving written notice to that effect to Erie on or before the expiration of the Inspection Period.

3.5 Inspection Period Contingencies. In addition to the conditions set forth in Section 3.4, prior to the expiration of the Inspection Period, or earlier if specifically set forth below, each Party, as applicable, shall satisfy the following contingencies (collectively, the "Inspection Period Contingencies"):

(a) Master Plan. The Parties shall agree on a master plan for and the respective sizes and configurations of the Retail Property and the Residential Property (the "Master Plan"). The Parties covenant and agree to use reasonable, good faith efforts to agree upon the Master Plan, the Retail Property and the Residential Property as early as possible during the Inspection Period in order to assist the Developer in the timely satisfaction of the Contingencies, while acknowledging, however, that the responsibility for proposing the desired configuration lies with the Developer, and that Erie cannot approve, deny or comment until such proposal has been delivered to it by Developer.

(b) Anchor Tenant. The Developer shall secure a commitment for an Anchor Tenant for the Retail Property as evidenced by an executed letter of intent with the Anchor Tenant and shall provide such executed letter of intent to the Town Administrator and the Town's outside legal counsel prior to the expiration of the Inspection Period as confidential and proprietary work product under C.R.S § 24-72-201. If the Town Administrator and the Town's outside legal counsel have any objections to the Anchor Tenant, the Town Administrator shall notify the Developer of such objections in writing within thirty (30) days after receipt thereof, and the Parties shall have until the expiration of said thirty (30) days period to resolve such objections. The Parties covenant and agree to use reasonable, good faith efforts to agree upon an Anchor Tenant as early as possible during the Inspection Period in order to assist the Developer in the timely satisfaction of the Contingencies. For the avoidance of doubt, no agreement between the Developer and a proposed Anchor Tenant shall be binding without the written approval of the Town Administrator. Notwithstanding the foregoing, the Town shall not have any approval rights over any non-Anchor Tenants; provided, however, that the Developer shall take into consideration any input from the Town with respect to leasing or sales to any non-Anchor Tenant.

(c) Financing. The Developer shall provide to the Town Administrator and the Town's outside legal counsel evidence of Developer Financing as further set forth in SECTION 7 as confidential and proprietary work product under C.R.S § 24-72-201. If the Town Administrator and the Town's outside legal counsel have any objections to the Developer's Financing, the Town Administrator shall notify the Developer of such objections in writing within thirty (30) days after receipt thereof, and the Parties shall have until expiration of the Inspection Period to resolve such objections. The Parties covenant and agree to use reasonable, good faith efforts to agree upon Developer's Financing as early as possible during the Inspection Period in order to assist the Developer in the timely satisfaction of the Contingencies.

(d) Tree Removal. On or before April 15, 2016, Erie, at its sole cost and expense, shall remove all trees on the Property protected under the Migratory Bird Treaty Act.

(e) Ditch Reconstruction Agreement. Erie, in coordination with the Developer, shall negotiate in good faith and execute a Ditch Reconstruction Agreement with the South Boulder Canyon Ditch Company for the relocation and piping of the ditch facilities within the Property to facilitate the development of the Property. Erie will deliver copies of the Ditch Reconstruction Agreement to the Developer and the Developer, within ten (10) days after receipt of any such Ditch Reconstruction Agreement shall either approve the Ditch Reconstruction Agreement or disapprove the same and advise Erie in writing of the specific changes required by the Developer to the Ditch Reconstruction Agreement ("Disapproval Notice"). If the Developer fails to timely deliver a Disapproval Notice within such ten (10) day period, then the Developer shall be deemed to have approved the Ditch Reconstruction Agreement.

(f) Surface Use Agreement. Erie, at its sole cost and expense, in coordination with the Developer, shall execute a Surface Use Agreement with Kerr-McGee Oil & Gas Onshore LP, to eliminate any surface use of the Property for mineral extraction. Erie will deliver copies of the Surface Use Agreement to the Developer and the Developer, within ten (10) days after receipt of any such Surface Use Agreement shall either approve the Surface Use Agreement or disapprove the same and advise Erie in writing of the specific changes required by the Developer to the Surface Use Agreement. If the Developer fails to timely deliver a Disapproval Notice within such ten (10) day period, then the Developer shall be deemed to have approved the Surface Use Agreement.

(g) Retail Marketing. The Developer, as assisted by Developer's Broker, covenants and agrees to use good faith efforts to market the Property to attract quality retail and commercial tenants for the Retail Property, which marketing shall include, Developer's standard marketing efforts and soliciting the Retail Property at the International Council of Shopping Centers' Rocky Mountain Idea Exchange and RECon conventions.

Prior to expiration of the Inspection Period, the Developer shall deliver written notice to Erie indicating that each of the Inspection Period Contingencies has been waived or satisfied. In the event that the Developer notifies Erie that it is unable to proceed with this transaction due to a valid failure of any of the Inspection Period Contingencies, this Agreement shall terminate, and the Parties hereto shall be relieved of all further obligations and liability hereunder (other than those that are expressly stated to survive the termination of this Agreement). In the event Developer fails to provide a notice as required herein in this Section, Erie shall provide Developer with a written reminder notice and, if Developer fails to provide a notice as required herein within five (5) days, then this Agreement shall terminate, and the Parties hereto shall be relieved of all further obligations and liability hereunder (other than those that are expressly stated to survive the termination of this Agreement).

SECTION 4. APPROVALS PERIOD

4.1 Approvals Period. The Developer shall have two hundred seventy (270) days from the expiration of the Inspection Period (the "Approvals Period") to obtain all necessary approvals from Erie and CDOT, except as specifically set forth in Section 5.2, with conditions reasonably acceptable to the Developer, necessary to permit the use of the Property by Developer's tenants ("Government Approvals"). In the event that the Government Approvals

have not been obtained during such 270-day period, the Approvals Period shall automatically extend for an additional sixty (60) days.

4.2 Approvals Period Contingencies. In addition to the conditions set forth in Section 4.1, prior to the expiration of the Approvals Period, or sooner if specifically set forth below, each Party, as applicable, shall satisfy the following contingencies (collectively, the "Approval Period Contingencies"):

(a) Anchor Tenant. Subject to the Town's approval of an Anchor Tenant pursuant to Section 3.5(b)), the Developer shall secure a binding commitment with the Anchor Tenant, which such binding commitment shall include a commercially reasonable construction schedule indicating when the Anchor Tenant will open for business, and shall provide reasonable evidence thereof to the Town Administrator and the Town's outside legal counsel as confidential and proprietary work product under C.R.S § 24-72-201.

(b) Entitlements. The Developer shall create and process all site plans, subdivision plats and construction/building permits with the Town; provided, that the Town, without waiving any of its legislative, regulatory and decision-making authority agrees and covenants to reasonably cooperate in good faith with the Developer in such a manner as to not circumvent the terms of this Agreement.

(c) Retail Marketing. The Developer, as assisted by Developer's Broker, covenants and agrees to use good faith efforts to market the Property to attract quality retail and commercial tenants for the Retail Property, which marketing shall include, Developer's standard marketing efforts and soliciting the Retail Property at the International Council of Shopping Centers' Rocky Mountain Idea Exchange and RECon conventions.

Prior to expiration of the Approvals Period, the Developer shall deliver written notice to Erie indicating that each of the Approvals Period Contingencies has been waived or satisfied. In the event that Developer notifies Erie that it is unable to proceed with this transaction due to a valid failure of any of the Approvals Period Contingencies, this Agreement shall terminate, and the Parties hereto shall be relieved of all further obligations and liability hereunder (other than those that are expressly stated to survive the termination of this Agreement). In the event Developer fails to provide a notice as required herein in this Section, Erie shall provide Developer with a written reminder notice and, if Developer fails to provide a notice as required herein within five (5) days, then this Agreement shall terminate, and the Parties hereto shall be relieved of all further obligations and liability hereunder (other than those that are expressly stated to survive the termination of this Agreement).

SECTION 5. CLOSING

5.1 Purchase Price. Upon completion of the Survey, the purchase price for the Property shall be as follows:

(a) Retail Property Purchase Price. The Retail Property Purchase Price shall be $3.00 per square foot, net of all public right-of-way dedications and park/open space dedications and buffers, of the Retail Property, as determined by the Parties in accordance with Section 3.5(a) and shown on the Survey.

(b) Residential Property Purchase Price. The Residential Property Purchase Price shall be $2.00 per square foot, net of all public right-of-way dedications and park/open space dedications and buffers, of the Residential Property, as determined by the Parties in accordance with Section 3.5(a) and shown on the Survey.

The current estimated total purchase price for the Property is approximately $5,000,000.00; provided however, that the final purchase price will be subject to the adjustments set forth in this Section 5.1.

5.2 Closing Conditions. The Parties' obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) Town Approvals. Within thirty (30) days of agreeing upon the Master Plan, the Developer shall submit to the Town an application to amend the Town Comprehensive Plan and the zoning for the Property to allow for the development of the Property in accordance with the Development Plan (the "Town Approvals"). The Town, pursuant to its legislative and regulatory authority, and its normal and customary practice and as required by applicable law, covenants to process in good faith and shall approve or deny the proposed amendments prior to Closing. In the event the Town denies or fails to approve the Town Approvals prior to Closing, the Developer may terminate this Agreement in accordance with SECTION 14.

(b) CDOT Approvals. As soon as reasonably practicable after the Effective Date, the Town, in coordination with the Developer, shall submit to CDOT, and diligently pursue thereafter, an application for an Access Control permit, providing either (i) a full turning movement traffic signal, or (ii) a three-quarters access, off State Highway 287 for the benefit of the Property ("CDOT Approvals"). In the event CDOT denies or fails to approve the CDOT Approvals, or if Developer determines in good faith that the Town will be unable to obtain the CDOT Approvals, then at any time prior to Closing, the Developer may terminate this Agreement in accordance with SECTION 14.

(c) TOEURA Approvals. Within one hundred eighty (180) days of the Effective Date, the Developer shall submit to TOEURA a proposal for the reimbursement of actual reimbursable project costs from tax increment financing and from a percent of incremental sales taxes as allowed by TOEURA that are generated by the development of the Property (the "Tax Increment Proposal"). The Tax Increment Proposal shall include any required feasibility studies, forecasts and projections, which shall be provided by and at the sole expense of the Developer and must be acceptable to Erie in its reasonable discretion, and shall specifically include an analysis of the likelihood and timing of any development activity anticipated to support the generation of the tax increment financing. TOEURA shall consider the Tax Increment Proposal, and the Parties shall have until Closing to agree upon, and for the TOEURA Board to approve, an agreement memorializing the terms of the Tax Increment Proposal. If the Parties are unable to agree upon the form and substance of the Tax Increment Proposal on or before Closing, then the Developer may terminate this Agreement in accordance with SECTION 14. The Parties covenant and agree to use reasonable, good faith efforts to agree upon the final form of the Tax Increment Proposal during the Inspection and Approvals Periods.

5.3 Conveyance; Closing.

(a) Retail Property. Within thirty (30) days of notice from the Developer or the later of (i) each Party completing all Inspection Period Contingencies and all Approvals Period Contingencies applicable to the Retail Property, and (ii) expiration of the Approvals Period, the Retail Property or portion thereof shall be conveyed to the Developer by the Deed in consideration for the Retail Property Purchase Price, or allocable portion thereof in furtherance of Section 5.3(c) below.

(b) Residential Property. Within thirty (30) days of notice from the Developer or the later of (i) each Party completing all Inspection Period Contingencies and all Approvals Period Contingencies applicable to the Residential Property, and (ii) expiration of the Approvals Period, the Residential Property shall be conveyed to the Developer by the Deed in consideration for the Residential Property Purchase Price.

(c) Separate Closings; Partial Closings. Based upon the timing of the satisfaction of the Contingencies and/or the timing of the Development Plan, the Retail Property, or portions thereof, and the Residential Property may be conveyed to the Developer simultaneously or separately, it being the intent of the Parties, for instance, to allow for the closing of the portion of the Retail Property for the Anchor Tenant separate from outparcels or pads of the Retail Property. At the time of the closing of the conveyance of each of the Retail Property, or portions thereof, and the Residential Property (each, a "Closing" and collectively the "Closings"), and subject to the terms, covenants and conditions of this Agreement, Erie shall convey to the Developer title by a Deed to each of the Retail Property, or portions thereof, and the Residential Property. The Closings shall take place at the office of the Title Company, unless the Parties agree otherwise in writing. If and to the extent Developer desires to phase the Closing of the Retail Property as herein provided, Developer shall provide notice to the Town of the applicable parcel of the Retail Property subject to an applicable Closing. Notwithstanding anything contained in this Agreement to the contrary, in order to accommodate the separate or partial closings as contemplated above and, if and to the extent necessary to satisfy Developer's obligations set forth in Section 9 and/or the construction scheduling necessary for the Anchor Tenant, Erie hereby agrees to grant to Developer reasonable license agreements to enter the Retail Property, or portions thereof, and the Residential Property, for purposes of site work construction and other Improvements. The parties hereby agree to negotiate such license agreements in good faith.

5.4 Condition of Title. Any Title Policy issued by the Title Company insuring title to the Property shall not include the standard preprinted exceptions and Erie agrees to provide the Title Company, at its cost, with all documents requested by Title Company necessary to remove the standard preprinted exceptions; provided, however, Erie shall not be responsible for any additional costs associated with the deletion of such exceptions or an updated survey. For the avoidance of doubt, Erie shall pay the costs of ALTA standard coverage title insurance, and the Developer shall pay the costs of extended coverage and endorsements, if any. Title to the Property shall be free and clear of all liens, defects and encumbrances, except the following Permitted Exceptions: (a) this Agreement, including those terms included in the Deed or any other document of record; (b) those matters, including easements and rights of way that are part of the Development Plan, or are approved, accepted, or waived by the Developer; (c) easements

for utilities that will continue in use under, and do not unreasonably interfere with, the Development Plan; (d) taxes and assessments not yet due and payable; and (e) the Ditch Reconstruction Agreement and the Surface Use Agreement.

5.5 Title Insurance Policies. Promptly after recordation of the Deed(s), and upon satisfaction of each requirement set forth in the Commitment, the Title Company shall issue the Title Policy in accordance with the Commitment described in Section 3.2 and the provisions of Section 5.4. In no event shall Erie be responsible for a failure by the Title Company to issue the Title Policy, unless such failure is the direct result of a failure by Erie to convey title in accordance with the terms hereof and/or satisfy the terms and conditions of this Agreement. The Developer shall be responsible for all costs of the Title Policy, except as provided in Section 5.4 above, and any title insurance commitments, policies or endorsements required by the Developer or its mortgagees.

5.6 Form of Deed; Recording. At the Closings, the conveyance of each of the applicable parcels and the remaining Property will be accomplished by Deed(s). The Deed(s) shall be subject to the Permitted Exceptions described in Section 5.4. Such Deed(s) shall be subject to all the terms, conditions and requirements of this Agreement and title to the Property shall be in the condition required by Section 5.4. After execution of the Deed(s), the Title Company shall promptly record the Deed(s) with the Clerk and Recorder for Boulder County, Colorado. The Developer shall pay all recording costs, including the state documentary fee, if any.

5.7 Closing Extensions. Notwithstanding anything contained herein to the contrary, Developer may, at its option, extend the Closings for the Retail Property, or portions thereof, for two (2) periods of up to one hundred eighty (180) days each; provided, that such extensions are necessary to accommodate the construction schedule of an Anchor Tenant. To elect to exercise an applicable extension, Developer shall deliver written notice to the Town and evidence of such Anchor Tenant's construction schedule no less than thirty (30) days prior to the then-scheduled Closing.

SECTION 6. PREPARATION OF PROPERTY FOR DEVELOPMENT

6.1 Zoning. The Property is zoned Planned Development and Community Commercial pursuant to Chapter 2 of the Town Unified Development Code (the "Zoning Ordinance") and limited by the use restrictions set forth in Chapter 3 of the Zoning Ordinance. Except as set forth in Section 5.2(a), the Parties covenant that they will not seek any zoning changes that interfere with accomplishment of the Development Plan or otherwise preclude compliance with this Agreement without consent of Erie.

6.2 "As Is" Nature of Transaction. Except as specifically provided herein and in the Deed(s), Erie has not made, does not make and specifically negates and disclaims any representations, warranties, covenants or guarantees of any kind, whether express or implied, (a) concerning or with respect to the presence of Hazardous Substances on the Property or compliance of the Property with any and all applicable Environmental Laws and (b) the value, nature, quality or condition of the water, soil and geology of the Property. The Developer acknowledges and agrees that to the maximum extent permitted by law, except as set forth herein

and/or in the Deed(s), the sale of the Property, as provided for herein, is made on an "As Is" condition and basis. The Developer and anyone claiming by, through or under the Developer hereby fully and irrevocably releases Erie and its successors from any and all claims that it may now have or hereafter acquire against Erie, its commissioners, employees, representatives and agents for any cost, loss, liability, damage, expense, claim, demand, action or cause of action arising from or related to any such defects and conditions, including, without limitation, compliance with Environmental Laws, affecting the Property or any portion thereof, except claims arising out of breaches of the representations and warranties contained herein.

6.3 Access to Property. Prior to issuance of a final Certificate of Occupancy for the Anchor Tenant, the Developer shall permit representatives of Erie access to the Property at reasonable times for the purpose of carrying out or determining compliance with this Agreement or any Town code or ordinance, including, without limitation, inspection of any work being conducted on the Property; provided, that any such inspection will not unreasonably interfere with Developer's construction work or any tenant's use of the Improvements. No compensation shall be payable to the Parties, nor shall any charge be made in any form by any Party for the access provided in this Section. A party, including Erie, entering upon the Property pursuant to this section shall reasonably restore the Property to its condition prior to such entry, and shall indemnify, defend and hold harmless the Developer for any loss or damage or claim for loss or damage (including reasonable legal fees) resulting from any such entrance, tests and surveys.

6.4 Dedications; Developer Not to Construct Over Utility Easements. The Developer shall dedicate, as appropriate, all easements, public streets, alleys and rights of way required by the Development Plan and applicable Town requirements. The Developer shall not construct any building or other permanent structure other than planters, landscaped areas, access drives, surface parking, loading areas and public plazas, on, over (except for roof or canopy overhangs approved by Erie) or within the boundary lines of any easement for public utilities unless such construction is provided for in such easement, is not inconsistent with the purposes of such easement or has been approved by Erie.

SECTION 7. DEVELOPMENT FINANCING

7.1 Developer's Financing. Prior to expiration of the Inspection Period, the Developer shall submit to Erie evidence reasonably satisfactory to the Town Administrator with the advice and counsel of the Town Attorney and the Town's Director of Finance that the Developer has the ability to obtain necessary Developer's Financing for the Development Plan. Such evidence shall be sufficiently complete to enable Erie to reasonably verify that the Developer has the legal and financial ability to construct, complete and open the Improvements. The Parties covenant and agree to use reasonable, good faith efforts to agree upon the final form of the Tax Increment Proposal during the Inspection and Approvals Periods. The Parties agree that Erie shall, to the extent of its legal ability to do so and in compliance with the Colorado Open Records Act, C.R.S. 24-72-201 et seq. ("CORA"), protect financial or other confidential and proprietary business documents furnished under this Section 7.1. This Section 7.1 shall protect from inspection by, or disclosure or distribution to, any third party. Erie shall send to the Developer a copy of any such request for disclosure of such information within one (1) business day of Erie's receipt.

7.2 Cooperation Regarding Financing. The Parties will cooperate and provide such reasonable assistance and information (including representations from the members and investors of the Developer regarding compliance with the Office of Foreign Assets Control and anti-money laundering laws, regulations and policies) as may be required in connection with the Developer's Financing. Each Party agrees to give favorable consideration to reasonable changes in this Agreement or in related documents that may be requested by prospective lenders, Erie or others providing financial assistance hereunder, provided that the rights of such Party are not adversely affected by such changes.

SECTION 8. PLAN SUBMITTAL AND REVIEW PROCEDURE

The Developer shall work closely with Town staff to establish and comply with design guidelines that guarantee consistency and thematic elements throughout the Development Plan, and shall obtain all approvals required by the Code to enable construction of the Project. No further approval of the Development Plan by Erie shall be required pursuant to this Agreement, except with respect to any material change in the Development Plan (or any component thereof), and the normal and customary entitlements, site plan approvals and building permits required of any proposed project within Erie. If the Developer desires to make any material change to the Development Plan, the Developer shall submit the proposed change to Erie for its approval, with an explanation of the justification for the proposed change. Erie shall endeavor to provide an approval or rejection of the proposed changes within thirty (30) days of such submittal and approval shall not be unreasonably withheld or delayed. All work with respect to the construction of the Improvements shall conform with the approved Development Plan and all applicable laws, codes and ordinances.

SECTION 9. DEVELOPER'S CONSTRUCTION OBLIGATIONS

9.1 Developer Obligations. Subject to Force Majeure, in accordance with and subject to this Agreement, the Developer shall commence, diligently pursue and complete the construction of the Improvements within the time periods specified in the Schedule of Performance. The Developer shall, at its sole cost and expense, obtain all necessary entitlements and approvals, including, without limitation, zoning, subdivision, site plan, building permits and utility, to construct, complete and open the Improvements. The covenants regarding such construction and completion shall run with the land until Completion of Construction and are binding for the benefit of Erie and enforceable by Erie against the Developer and its successors and assigns. Erie and the Developer acknowledge and agree that a summary of all fees and assessments assessed, imposed and/or collected by the Town concerning the development of the Retail Property that are in effect as of the Effective Date, including, without limitation, fees for taps and permits, impact fees and other development fees, is attached hereto as Exhibit E ("Controlled Fee Schedule"). Notwithstanding anything contained in this Agreement to the contrary, with respect to the Retail Property, Developer shall not be obligated for any fees other than as set forth on the Controlled Fee Schedule and/or any increases in any such fees beyond that enumerated on the Controlled Fee Schedule.

(a) Pre-Construction. Subject to Force Majeure, in accordance with the Schedule of Performance, the Developer shall complete all steps necessary to undertake Commencement of Construction and Completion of Construction, including, without limitation,

planning, design and engineering for the Property and the Improvements. The Developer shall cooperate with Town staff to establish and comply with design guidelines that guarantee consistency and thematic elements throughout the Development Plan, and the Developer shall not have the right to materially alter the Development Plan without the consent of Erie, which may be withheld in its reasonable discretion.

(b) Retail Property. Subject to Force Majeure, in accordance with the Schedule of Performance, the Developer shall perform, or cause to be performed, Commencement of Construction and Completion of Construction of the Improvements required for the Retail Property.

(c) Residential Property. Subject to Force Majeure, in accordance with the Schedule of Performance, the Developer shall perform, or cause to be performed, Commencement of Construction and Completion of Construction of the Improvements required for the Residential Property.

9.2 Progress Reports. Until Completion of Construction, the Developer shall make quarterly reports in such commercially reasonable detail as may reasonably be requested by Erie, as to actual progress of the Developer with respect to the Commencement of Construction, the progress of construction and the Completion of Construction for the Property.

SECTION 10. SAFETY; INDEMNIFICATION; INSURANCE

10.1 Protection of Persons and Property. At all times while this Agreement is in effect, the Developer shall take reasonable precautions to prevent damage, injury or loss (to persons and property as a direct result of Developer's design, inspection and construction activities on the Property). The Developer shall comply with all applicable safety laws, regulations and building codes, and shall post appropriate signs and other warnings notifying employees and members of the public of all construction hazards. The Developer shall promptly remedy physical damage to the Property caused in whole or in part by the Developer, its contractors and subcontractors or anyone employed directly or indirectly by any of them, except for damage or loss attributable to acts or omissions of Erie or their contractors or subcontractors or anyone directly or indirectly employed by Erie or their contractors or subcontractors.

10.2 Indemnification; Insurance. Except for pre-existing conditions and/or the mere discovery of exiting conditions, the Developer shall defend, indemnify, and hold Erie, its commissioners, officers and employees, harmless from, all claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any of the Developer's design, inspection and construction activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement, except for damage or loss attributable to acts or omissions of Erie or its contractors or subcontractors or anyone directly or indirectly employed by Erie or its contractors or subcontractors. At all times while the Developer is engaged in preliminary work on the Property or adjacent streets and during the period from the Commencement of Construction until Completion of Construction,

the Developer shall carry and, upon request, will provide Erie with valid certificates of insurance as follows:

(a) Builder's risk insurance (with a deductible reasonably acceptable to Erie) in an amount equal to 100% of the replacement cost of the Improvements at the date of Completion of Construction;

(b) comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance), automobile and umbrella liability insurance with a combined single limit for both bodily injury and property damage reasonably acceptable to Erie, but in no event in excess of $2,000,000.00;

(c) worker's compensation insurance, with statutory coverage, including the amount of deductible permitted by applicable law.

The policies of insurance required under subparagraphs a through c above shall be reasonably satisfactory to Erie, placed with financially sound and reputable insurers, require the insurer to endeavor to give at least thirty (30) days advance written notice to Erie in the event of cancellation or change in coverage and shall name Erie as an additional insured.

In the event any portion of the Property is developed by any party other than the Developer (in each case, the "Replacement Developer"), the Developer shall remain liable for the obligations of this Section 10.2; provided, however, that the Developer may be released from the obligations of this Section 10.2, if the Replacement Developer carries, and provides to Erie valid certificates of insurance for, all insurance policies as required by this Section 10.2 and executes a substitute indemnification agreement, subject to Erie's reasonable approval.

10.3 Repair or Reconstruction. **[Intentionally Deleted]**.

SECTION 11. REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties by the Town. The Town represents and warrants as follows:

(a) The Town is a statutory town duly organized and existing under applicable law and has the right, power, legal capacity and the authority to enter into this Agreement and has authorized the execution, delivery and performance of this Agreement by proper action of its Board of Trustees.

(b) The Town knows of no litigation or threatened litigation, proceeding or investigation contesting the powers of Erie or its officials with respect to the Property, this Agreement or the Improvements that has not been disclosed to the Developer.

(c) The filing or service of any such suit affecting the Property prior to the delivery of a Certificate of Occupancy shall be disclosed immediately to the Developer by the Town. To the fullest extent of the law, the Town shall indemnify, defend and hold the Developer and its officers, partners, directors, shareholders, managers, members and successors and assigns

harmless from and against all claims, appeals and/or lawsuits challenging and/or concerning the validity and enforcement of this Agreement and/or the Tax Increment Proposal. In addition, the Town covenants and agrees, at its sole cost and expense, to defend the validity and enforcement of this Agreement and/or the Tax Increment Proposal. Without limiting the generality of the foregoing, the Developer shall be responsible for its own costs and expenses, including, without limitation, Developer's attorneys' fees, in the event the Developer elects to engage its own legal representation with respect to any claims, appeals and/or lawsuits challenging and/or concerning the validity and enforcement of this Agreement and/or the Tax Increment Proposal.

(d) To the best of the Town's actual knowledge, the Town knows of no leases, options, rights of first refusal or other encumbrances affecting title to or use of the Property except as set forth in the Commitment.

(e) To the best of the Town's actual knowledge, the Town knows of no Hazardous Substances, including underground storage tanks, which have been released or discharged on the Property or adjacent property that caused contamination of the soil and/or ground water on or under the Property that has not been disclosed to Developer.

11.2 Representations and Warranties by TOEURA. TOEURA represents and warrants as follows:

(a) TOEURA is an urban renewal authority, a body corporate and politic duly organized and existing under applicable law and has the right, power, legal capacity and the authority to enter into this Agreement and has authorized the execution, delivery and performance of this Agreement by proper action of its Board of Trustees.

(b) TOEURA knows of no litigation or threatened litigation, proceeding or investigation contesting the powers of TOEURA or its officials with respect to the Property, this Agreement or the Improvements that has not been disclosed to the Developer.

(c) The filing or service of any such suit affecting the Property prior to the delivery of a Certificate of Occupancy shall be disclosed immediately to the Developer by TOEURA. To the fullest extent of the law, TOEURA shall indemnify, defend and hold the Developer and its officers, partners, directors, shareholders, managers, members and successors and assigns harmless from and against all claims, appeals and/or lawsuits challenging and/or concerning the validity and enforcement of this Agreement and/or the Tax Increment Proposal. In addition, TOEURA covenants and agrees, at its sole cost and expense, to defend the validity and enforcement of this Agreement and/or the Tax Increment Proposal. Without limiting the generality of the foregoing, the Developer shall be responsible for its own costs and expenses, including, without limitation, Developer's attorneys' fees, in the event the Developer elects to engage its own legal representation with respect to any claims, appeals and/or lawsuits challenging and/or concerning the validity and enforcement of this Agreement and/or the Tax Increment Proposal.

(d) To the best of TOEURA's actual knowledge, TOEURA knows of no leases, options, rights of first refusal or other encumbrances affecting title to or use of the Property except as set forth in the Commitment.

(e) To the best of TOEURA's actual knowledge, TOEURA knows of no Hazardous Substances, including underground storage tanks, which have been released or discharged on the Property or adjacent property that caused contamination of the soil and/or ground water on or under the Property that has not been disclosed to Developer.

11.3 Representations and Warranties by the Developer. The Developer represents and warrants as follows:

(a) The Developer is a limited liability company duly organized, validly existing and is in good standing under the laws of the State of California. The Developer has the right, power, legal capacity and authority and has duly authorized the execution, delivery and performance of this Agreement by proper action of its board.

(b) The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) violate any law, rule, order or regulation applicable to the Developer or to the Developer's governing documents; (ii) result in the breach or default under any agreement or other instrument to which the Developer is a party or by which it may be bound or affected; or (iii) permit any party to terminate any such agreement or instrument or to accelerate the maturity of any indebtedness or other obligation of the Developer.

(c) To Developer's actual knowledge, the Developer knows of no action, suit, proceeding or investigation that is threatened or pending against the Developer or its principals that has not been disclosed to Erie that materially impairs the ability of the Developer to perform its obligations under this Agreement. The filing or service of any such suit affecting the Property prior to the delivery of a Certificate of Occupancy shall be disclosed immediately to Erie by the Developer.

(d) Subject to obtaining the Developer's Financing, the Developer has the necessary financial and legal ability to construct the Improvements, perform its obligations under this Agreement and the other agreements incidental to such performance as contemplated by this Agreement.

SECTION 12. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

12.1 Prohibition Against Assignment of Agreement. The Developer agrees that it shall not make, create, or suffer to be made or created, any total or partial sale or transfer in any form of this Agreement or any part thereof or any interest therein, or any agreement to do the same, without the prior written approval of Erie. However, the following types of conveyances do not require Erie's consent:

(a) a Mortgage, collateral assignment or other encumbrance of the Developer's rights under this Agreement, including, without limitation, its right to receive any payment or reimbursement, to any Holder or other party that provides acquisition, construction, working capital, tenant improvement or other financing to the Developer in connection with the development of the Property; provided, that the Developer provide Erie with written notice of the name and address of such Holder or other party;

(b) the leasing or rental to tenants or sale of portions of the Retail Property to retail users or the Anchor Tenant;

(c) sales of portions of Residential Property to builders and/or residential developers;

(d) the establishment of easements to effectuate the Development Plan;

(e) the creation of an association and/or other covenants, conditions and restrictions and recordation of documents in furtherance thereof;

(f) assignment of its rights to an Affiliate or an entity established by Developer for the closing, construction or financing of the Improvements; or

(g) agreements to sell, lease or transfer all or part of the Property or the Private Improvements (except for leasing or rental or rental to tenants of the Private Improvements) after completion of the Improvements.

12.2 Information as to Interest Holders. Exhibit D contains information regarding the Developer, its members and the Developer's consultants and advisors. During the period between execution of this Agreement and the issuance of a final Certificate of Occupancy for construction of all of the Improvements, the Developer will promptly notify Erie of any material changes in the ownership of interests, legal or beneficial, in the Developer or of any material change in the direct or indirect control of such interests and in all changes and additions to Exhibit D, which changes shall be subject to Erie's prior written approval, to the extent required pursuant to Section 12.1 hereof.

SECTION 13. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

13.1 Limitation Upon Encumbrance of Property. Prior to Closing, the Developer shall not mortgage or encumber any part of the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to any part of the Property, except for (a) a Mortgage limited to the Developer's interest in this Agreement and obtained as part of Developer's Financing to the extent necessary for development and construction of the Property (including Hard Costs and Soft Costs), in which event the Holder of the Mortgage shall have entered into a standstill or intercreditor agreement with Erie (a "Standstill Agreement") which Borrower agrees will permit each of Erie and the Holder to send any notices of Developer's default to each other or (b) those encumbrances permitted in Section 12.1 above. Additionally, prior to issuance of a Certificate of Occupancy for the Anchor Tenant, the Developer shall, upon its knowledge thereof, promptly notify Erie of any encumbrance or lien that has been created on or attached to the Property (or any part thereof) or the Improvements (or any part thereof), whether by voluntary act of the Developer or otherwise. Erie agrees that, to the extent it legally may do so, and in compliance with CORA, it shall keep such information confidential and shall protect the same from disclosure. The Developer shall defend, indemnify, and hold Erie, its commissioners, officers and employees, harmless from, all mechanic's liens or lis pendens actions, which may be caused by any of the Developer's design, inspection and construction activities under this Agreement and whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the

Developer, or the Developer shall carry and shall provide Erie with valid certificates of insurance for mechanic's liens.

13.2 Holder Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, prior to Completion of Construction, the Holder of any Mortgage authorized by this Agreement shall not be obligated to construct or complete the Improvements (or any part thereof) or to guarantee such construction or completion; provided, that nothing in this Agreement shall be construed to authorize any such Holder to devote the Improvements to any other use or to construct any improvements thereon other than the Improvements.

13.3 Copy of Notice of Default to Mortgagee. Erie shall deliver a copy of any notice or demand to the Developer with respect to any claimed Default by the Developer. Provided that the Holder has provided a notice address to Erie, Erie shall simultaneously forward a copy of each notice or demand sent to the Developer to the Holder at the such address.

13.4 Holder's Option to Cure Defaults. Prior to Completion of Construction, after any Default by the Developer, the Holder shall have the right to cure or remedy such Default and to add the cost thereof to the debt and lien of its Mortgage.

SECTION 14. CONTINGENCIES; TERMINATION

14.1 Termination by Developer. The Developer shall have the right to terminate this Agreement if:

(a) prior to the expiration of the Inspection Period, either Party, after good faith efforts, fails to satisfy its Inspection Period Contingencies; or

(b) prior to the expiration of the Approvals Period, either Party, after good faith efforts, fails to satisfy its Approvals Period Contingencies; or

(c) unless waived by the Developer, the failure of any of the closing conditions set forth in Section 5.2 or elsewhere in this Agreement; or

(d) the Developer reasonably and in good faith determines, based upon the results of soils or environmental tests and within the time periods set forth in the Schedule of Performance, that the soils or environmental conditions or utilities are not satisfactory to carry out development of the Property or construction of the Improvements; or

(e) unless waived by the Developer, title to the Property does not conform with the requirements of Section 5.4 at the time specified in the Schedule of Performance.

14.2 Termination by Erie. Erie shall have the right to terminate this Agreement if:

(a) prior to the expiration of the Inspection Period, the Developer, after good faith efforts, fails to satisfy its Inspection Period Contingencies; or

(b) prior to the expiration of the Approvals Period, the Developer, after good faith efforts, fails to satisfy its Approvals Period Contingencies.

14.3 Action to Terminate. Termination must be upon the dates specified in this Agreement, inclusive of the Schedule of Performance, and must be accomplished by written notification to the other Party. Except as otherwise provided in this Agreement, failure to terminate this Agreement for any failure identified in this SECTION 14 constitutes a waiver of the right to terminate this Agreement for that particular failure only and shall not constitute a waiver of the right to terminate this Agreement for any other failure under such sections. No action to terminate shall occur until the notice and Grace Period provisions set forth in Section 15.3 have been fulfilled.

14.4 Effect of Termination. If this Agreement is terminated pursuant to this SECTION 14, each Party shall pay its own costs and expenses related to this Agreement. In addition, the Parties agree to execute a mutual release, lease termination(s), quit claim deed and other instruments reasonably required to effectuate and give notice of such termination.

SECTION 15. DEFAULT; REMEDIES

15.1 Default by Developer. Default by Developer under this Agreement shall mean one or more of the following events:

(a) The Developer, in violation of this Agreement, assigns or attempts to assign this Agreement, the Improvements or any part of its interest in Property, or any rights in the same, except as allowed in Section 12.1; or

(b) the Developer fails to commence, diligently pursue and complete the Contingencies as required by this Agreement and this Agreement has not been terminated under the provisions of SECTION 14; or

(c) prior to issuance of a Certificate of Occupancy for the Anchor Tenant, the Developer suffers or permits any lien, uncured default or encumbrance on the Property or the Improvements in violation of this Agreement, but a lien shall not constitute a Default if Developer deposits in escrow with Erie or the Title Company sufficient funds or undertakes other measures reasonably satisfactory to Erie to discharge the lien, which may include bonding over in accordance with Colorado statutes;

(d) the Developer fails to observe or perform any other covenant or obligation required of it under this Agreement or to make good faith efforts to obtain Developer's Financing or any representation or warranty made by the Developer under this Agreement is materially false when made;

(e) a Holder exercises any remedy provided by loan documents, law or equity that creates a materially adverse effect on the Property or the Improvements, but such default by the Developer shall not defeat the rights of any Holder hereunder; or

(f) prior to issuance of a Certificate of Occupancy for the Anchor Tenant, the Developer fails to perform its obligations to a Holder resulting in an uncured event of default under a Mortgage.

If any of the foregoing Defaults is not cured within the time provided in Section 15.3, then Erie may exercise any remedy available under Sections 15.4, 15.5 and 15.6.

15.2 Default by Erie. Default by Erie under this Agreement shall mean one or more of the following events:

(a) failure of Erie to comply with the provisions of SECTION 13 relating to the rights of the Holder of a Mortgage under the circumstances set forth therein; or

(b) Erie fails to observe or perform any other covenant or obligation required of it under this Agreement or any representation or warranty made by Erie under this Agreement is materially false when made.

If any of the foregoing defaults is not cured within the time provided in Section 15.3, then the Developer may exercise any remedy available under Section 15.4 and 15.6.

15.3 Grace Periods. Upon a Default by either Party, such Party shall, upon written notice from the other, proceed immediately to cure or remedy such Default. Any Default shall be cured within thirty (30) days after receipt of such notice, or such cure shall be commenced and diligently pursued to completion within a reasonable time, but in any event no longer than ninety (90) days, if curing cannot be reasonably accomplished within thirty (30) days and the Party has commenced curing within such thirty (30) day period and diligently pursues such cure to completion.

15.4 Remedies on Default. Whenever any Default occurs and is not cured under Section 15.3 of this Agreement, the non-defaulting Party may take any one or more of the following actions:

(a) Suspend performance under this Agreement until it receives assurances from the defaulting Party, deemed adequate by the non-defaulting Party, that the defaulting Party will cure its Default and continue its performance under this Agreement within a reasonable time; or

(b) subject to the rights of a Holder, cancel and rescind this Agreement; or

(c) take whatever legal or administrative action or institute such proceedings as may be necessary or desirable in its opinion to enforce observance or performance of this Agreement, including, without limitation, specific performance or to seek any other right or remedy at law or in equity, including damages.

15.5 Other Rights and Remedies. Erie and the Developer shall have the right to institute such actions or proceedings as either may deem desirable for effectuating the purposes of this SECTION 15. If a Party must commence legal action to enforce its rights and remedies under this Agreement, the prevailing Party shall be entitled to receive, in addition to any other relief, its costs and expenses, including reasonable attorneys' fees, of such action or enforcement.

15.6 Delays; Waivers. Any delay by either Party in pursuing any right or remedy under this Agreement shall not operate as a waiver of such right or remedy in any way; nor shall any

waiver made by such Party be considered or treated as a waiver of any right or remedy with respect to any other Default by the other Party or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of the right or remedy by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Default involved.

15.7 Enforced Delay in Performance for Causes Beyond Control of Party. Anything in this Agreement to the contrary notwithstanding, neither Party shall be considered in Default in the event of enforced delay in the performance of obligations under this Agreement due to Force Majeure, discovery of Hazardous Substances on the Property, acts of the other Party, acts of third parties (including the effect of any petitions for initiative or referendum), the effect of any condition precedent to any obligation of either Party over which such Party has no control, the effect of litigation, acts of courts, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Party claiming such delay, shall be extended for the period of the enforced delay.

15.8 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any such remedy shall not preclude the exercise by it, at the same or different times, of any other remedy for any other Default by any other Party.

SECTION 16. MISCELLANEOUS

16.1 Conflicts of Interest. None of the following shall have any personal interest, direct or indirect, in this Agreement: a member of Erie Council; an employee of Erie who exercises responsibility concerning the Development Plan; or an individual or firm retained by Erie who has performed consulting services in connection with the Development Plan. None of the above persons or entities shall participate in any decision relating to this Agreement that effects his or her personal interests or the interests of any entity in which he or she is directly or indirectly interested.

16.2 Antidiscrimination. The Developer, for itself and its successors and assigns, agrees that in the construction of and in the use and occupancy of the Property and the Improvements, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, disability, marital status, ancestry or national origin.

16.3 No Merger. None of the provisions of this Agreement shall be merged by reason of the Deed transferring title to the Property from Erie to the Developer, and such Deed shall not be deemed to affect or impair the provisions of this Agreement.

16.4 Title of Sections. Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

16.5 No Third-Party Beneficiaries. Except for specific rights in favor of Mortgagees or Affiliates, no third-party beneficiary rights are created in favor of any person not a party to this Agreement.

16.6 Venue and Applicable Law. Any action arising out of this Agreement shall be brought in the Boulder County District Court and the laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement.

16.7 Nonliability of Town Officials, Agents and Employees. No council member, board member, commissioner, official, employee, consultant, attorney or agent of Erie shall be personally liable to the Developer under this Agreement or in the event of any Default by Erie or for any amount that may become due to the Developer.

16.8 Erie Not a Partner; Developer Not Erie's Agent. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, Erie shall not be deemed or constituted a partner or joint venture of the Developer. The Developer shall not be the agent of Erie and Erie shall not be responsible for any debt or liability of the Developer or any operator or manager of the Improvements.

16.9 Integrated Contract. This Agreement is an integrated contract and invalidation of any of its provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect unless the Parties otherwise agree in writing to an amendment.

16.10 Counterparts. The Agreement is executed in counterparts, each of which shall constitute one and the same instrument.

16.11 Notices. A notice, demand or other communication under this Agreement by any Party to the other shall be in writing and sufficiently given if delivered in person or if it is delivered by overnight courier service with guaranteed next-day delivery or by certified mail, return receipt requested, postage prepaid or by electronic mail, return receipt requested, and

(a) in the case of the Developer, is addressed to or delivered to the Developer as follows:

Evergreen Devco, Inc.
Attention: Tyler Carlson
1873 South Bellaire Street, Suite 1106
Denver, Colorado 80222
Email: tcarlson@evgre.com

with a copy to:

Evergreen Devco, Inc.
Attention: Russell Perkins
2390 East Camelback Road, Suite 410
Phoenix, Arizona 85016
Email: rperkins@evgre.com

and

Lathrop & Gage, LLP
Attention: Brian P. Jumps
950 Seventeenth Street, Suite 2400
Denver, Colorado 80202
Email: bjumps@lathropgage.com

(b) in the case of Erie, is addressed to or delivered to Erie as follows:

Town of Erie
Attention: A.J. Krieger, Town Administrator
645 Holbrook Street
P.O. Box 750
Erie, Colorado 80516
Email: townadministrator@erieco.gov

with a copy to:

Town of Erie
Attention: Mark Shapiro, Town Attorney
645 Holbrook Street
P.O. Box 750
Erie, Colorado 80516
Email: mark@mshapirolaw.com

and

Brownstein Hyatt Farber Schreck LLP
Attention: Carolynne White
410 17th Street, Suite 2200
Denver, Colorado 80202
Email: cwhite@bhfs.com

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other as provided in this section.

16.12 Good Faith of Parties. In performance of this Agreement or in considering any requested extension of time or in the giving of any approval, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously or unreasonably withhold, delay or condition any approval required by this Agreement.

16.13 Exhibits Merged. All Exhibits annexed to this Agreement shall be deemed to be expressly integrated herein.

16.14 Days. If the day for any performance or event provided for herein is a Saturday, Sunday or other day on which either national banks or the office of the Clerk and Recorder of Boulder County, Colorado, is not open for the regular transaction of business, such day therefor shall be extended until the next day on which said banks or said office are open for the transaction of business.

16.15 Further Assurances. Each Party agrees to execute such documents and take such action as shall be reasonably requested by the other Party to confirm, clarify or effectuate the provisions of this Agreement. The Parties agree to cooperate with each other during the term of this Agreement by granting to each other such reciprocal easements, cross easements and rights of way for pedestrian and vehicular ingress and egress, walkways, parking and such other matters as may be reasonably required for the proper development and use of the Property in accordance with this Agreement. Prior to the Commencement of Construction, the Parties will use their reasonable best efforts to agree upon and place of record with the Clerk and Recorder of Boulder County, Colorado, a memorandum of this Agreement or other mutually acceptable form of the covenants contained in this Agreement; provided, however, notwithstanding the foregoing, if the Parties fail to agree on the form and contents of such memorandum or covenants, Erie, in its sole discretion, may elect to record this entire Agreement, including any amendments.

16.16 Certifications. Each Party agrees to execute such documents as the other Party may reasonably request to verify or confirm the status of this Agreement and of the performance of the obligations hereunder and such other matters as the requesting Party may reasonably request.

16.17 Amendments. This Agreement shall not be amended except by written instrument signed and delivered by the Parties.

16.18 Representations and Warranties. No representations or warranties whatever are made by any Party except as specifically set forth in this Agreement.

16.19 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The Town Administrator is authorized to make, and may have made, minor changes in this Agreement and the attached Exhibits as they have considered necessary, provided however that such changes have been previously approved in writing by Developer. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of this Agreement shall constitute conclusive evidence of the approval of such changes by the respective Parties.

16.20 Due Diligence Materials. Upon any termination of this Agreement, Developer shall promptly provide Erie (without representation or warranty of any kind) with copies of all non-proprietary, non-confidential due diligence materials produced in connection with the Property.

[Signature page follows.]

IN WITNESS WHEREOF, Erie and the Developer have caused this Agreement to be duly executed as of the Effective Date.

DEVELOPER:

EVERGREEN-287 & ARAPAHOE, L.L.C,
an Arizona limited liability company

By: EVERGREEN DEVELOPMENT COMPANY-2016, L.L.C.,
an Arizona limited liability company
Its: Manager

By: EVERGREEN DEVCO, INC., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: ~~Vice President~~ Principal

ERIE:

TOWN OF ERIE,
a Colorado municipal home rule corporation

By: _____
Name: Tina Harris
Title: Mayor

TOWN OF ERIE URBAN RENEWAL AUTHORITY,
a Colorado urban renewal authority

By: _____
Name: Tina Harris
Title: Chair

EXHIBIT A
Legal Description of Property

[to be inserted]

EXHIBIT B

Schedule of Performance

Event		Date
General Provisions		
A1.	Effective Date of this Agreement.	_____ ____, 2016
A2.	Erie delivers the Property Information to the Developer.	30 days after the Effective Date
A3.	Developer completes review of due diligence.	Expiration of the Inspection Period
A4.	Developer completes all Governmental Approvals.	Expiration of the Approvals Period
Development Plan and Financing		
1-1.	Developer commences planning, design and engineering for the Property.	Effective Date
1-2.	Developer submits evidence of Developer's Financing to Erie.	Expiration of the Inspection Period
1-3.	Date for approval or disapproval of Developer's Financing by Erie.	30 days after Item 1-2
Property Development		
2-1.	Commencement of Construction of Improvements by the Developer.	TBD
2-2.	Completion of Construction by Developer of Improvements.	TBD

EXHIBIT C

Special Warranty Deed

THE [TOWN OF ERIE/TOWN OF ERIE URBAN RENEWAL AUTHORITY] ("Grantor"), a Colorado [statutory town/urban renewal authority], whose address is 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516, for the consideration of the sum of One Dollar ($1.00) in hand paid, hereby sells and conveys to EVERGREEN DEVCO, INC., a California corporation ("Grantee"), whose legal address is 12460 1st Street, Eastlake, Colorado 80614, the following real property in the County of Boulder, State of Colorado, to wit:

See Exhibit A

with all of its appurtenances, and warrants the title against all persons claiming under it, subject to the following permitted exceptions:

See Exhibit B

Signed this _____ day of _____, 201__

GRANTOR:

[TOWN OF ERIE/TOWN OF ERIE URBAN RENEWAL AUTHORITY]

By: _____
Name: _____
Title: _____

ATTEST:

_____
Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, as _____, of the [Town of Erie/Town of Erie Urban Renewal Authority], a Colorado [statutory town/urban renewal authority].

My commission expires:

WITNESS my hand and official seal.

_____
Notary Public

Exhibit A to Special Warranty Deed
Legal Description of Property

[to be inserted]

Exhibit B to Special Warranty Deed
Permitted Exceptions

[to be inserted]

EXHIBIT D

Developer's Information Statement

1. Name, address, telephone and facsimile number of Developer:

c/o Evergreen Devco, Inc.
Attention: Tyler Carlson
1873 South Bellaire Street, Suite 1106
Denver, Colorado 80222
Telephone: 303-757-0462
Fascimile: 602-567-7147
Email: tcarlson@evgre.com

2. Federal Identification Number of Developer: _____ **[TO BE INSERTED]**

3. Name, address, title and telephone number of corporate officers of Developer and their percentage of ownership interest in Developer:

c/o Evergreen Devco, Inc.
Attention: Bruce Pomeroy
2390 East Camelback Road, Suite 410
Phoenix, Arizona 85016
Telephone: 602-808-8600
Facsimile: 602-808-9100
Email: bpomeroy@evgre.com

c/o Evergreen Devco, Inc.
Attention: Andrew Skipper
2390 East Camelback Road, Suite 410
Phoenix, Arizona 85016
Telephone: 602-808-8600
Facsimile: 602-808-9100
Email: askipper@evgre.com

c/o Evergreen Devco, Inc.
Attention: Laura Ortiz
2390 East Camelback Road, Suite 410
Phoenix, Arizona 85016
Telephone: 602-808-8600
Facsimile: 602-808-9100
Email: lortiz@evgre.com

4. Date of Organization of Developer: _____ **[TO BE INSERTED]**

5. Name, address and telephone number of principal members of Developer's team of consultants and advisors:

Attorney:

Lathrop & Gage, LLP
950 Seventeenth Street, Suite 2400
Denver, Colorado 80202
Attention: Brian P. Jumps
Telephone: 720-931-3132
Facsimile: 720-931-3201
E-Mail: bjumps@lathropgage.com

Architectural/Engineering:

Galloway & Company, Inc.
Attention: Carl T. Schmidtlein
5300 DTC Parkway, Suite 100
Greenwood Village, CO 80111
Telephone: 303-770-8884
Fascimile: 303-770-3636
Email: carlschmidtlein@gallowayus.com

Project Manager:

Evergreen Devco, Inc.
Attention: Russell Perkins
2390 East Camelback Road, Suite 410
Phoenix, Arizona 85016
Telephone: 602-567-7129
Facsimile: 602-567-7143
Email: rperkins@evgre.com

Acquisition Manager:

Evergreen Devco, Inc.
Attention: Tyler Carlson
1873 South Bellaire Street, Suite 1106
Denver, Colorado 80222
Telephone: 303-757-0462
Fascimile: 602-567-7147
Email: tcarlson@evgre.com

EXHIBIT E

Controlled Fee Schedule

[to be inserted]

FIRST AMENDMENT TO THE
DISPOSITION AND DEVELOPMENT AGREEMENT

This First Amendment to the Disposition and Development Agreement ("**First Amendment**") is made as of this 13th day of December, 2016, by and among the Town of Erie, a Colorado statutory town (the "**Town**"), the Town of Erie Urban Renewal Authority, a Colorado urban renewal authority ("**TOEURA**", and together with the Town, "**Erie**"), and Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company (the "**Developer**").

RECITALS

WHEREAS, Erie and the Developer entered into that certain Disposition and Development Agreement, dated March 22, 2016 (the "**Agreement**"), pursuant to which the Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement; and

WHEREAS, Erie and the Developer desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual obligations of the parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meaning as set forth in the Agreement.

2. Inspection Period. Section 3.4 of the Agreement is hereby amended to replace the phrase "Developer shall have one hundred eighty (180) days from the Effective Date (the "Inspection Period")" with the phrase "Developer shall have until May 1, 2017 (the "Inspection Period")".

3. TOEURA Approvals. Section 5.2 (c) of the Agreement is hereby amended to replace the phrase "Within one hundred eighty (180) days of the Effective Date" with the phrase "No later than May 1, 2017".

4. Exhibit A. Exhibit A to the Agreement is hereby amended and restated as provided in the attached Exhibit A.

5. Miscellaneous.

a) Full Force and Effect. Except as amended by this Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by Erie and the Developer. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.

b) Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

c) Entire Agreement. This Amendment contains the entire agreement of Erie and the Developer with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Erie and the Developer.

d) Power and Authority. Erie and the Developer have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Amendment.

e) Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f) Attorneys' Fees. In the event of litigation arising out of or in connection with this Amendment, the prevailing party shall be awarded reasonable attorneys' fees, costs and expenses.

g) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

[Signature page follows.]

IN WITNESS WHEREOF, Erie and the Developer have caused this Amendment to be duly executed as of the Effective Date.

DEVELOPER:

EVERGREEN-287 & ARAPAHOE, L.L.C,
an Arizona limited liability company

By: EVERGREEN DEVELOPMENT COMPANY-2016, L.L.C.,
an Arizona limited liability company
Its: Manager

By: EVERGREEN DEVCO, INC., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Principal

ERIE:

TOWN OF ERIE,
a Colorado statutory town

By: _____
Name: Mark Gruber
Title: Mayor Pro Tem

TOWN OF ERIE URBAN RENEWAL AUTHORITY,
a Colorado urban renewal authority

By: _____
Name: Mark Gruber
Title: Chairperson Pro Tem

EXHIBIT A

Legal Description – Parcels A and B

PARCEL A:
PART OF THE NORTH HALF NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF NORTHEAST QUARTER FROM WHENCE THE NORTHWEST CORNER OF SAID NORTH HALF NORTHEAST QUARTER BEARS NORTH 00°04'00" EAST; THENCE SOUTH 89°48'30" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF NORTHEAST QUARTER, A DISTANCE OF 1434.83 FEET; THENCE NORTH 00°14'20" EAST, 845.98 FEET TO THE SOUTH LINE OF THAT PROPERTY CONVEYED BY FLOYD E. HARRIS AND NEVADIA HARRIS TO LEONARD L. LANHAM AND NINA E. LANHAM, RECORDED MAY 15, 1968 ON FILM 635 AT RECEPTION NO. 879012; THENCE NORTH 89°41'50" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 366.57 FEET TO A POINT ON THE EAST LINE OF THAT PROPERTY CONVEYED BY DEED FROM FLOYD EUGENE HARRIS AND NEVADIA HARRIS TO THE TOWN OF ERIE, A MUNICIPAL CORPORATION, RECORDED APRIL 29, 1968 IN FILM 633 AT RECEPTION NO. 877395; THENCE SOUTH 00°58'00" WEST ALONG SAID EAST LINE, 31.12 FEET TO THE CENTERLINE OF THE SOUTH BOULDER CANYON IRRIGATION DITCH; THENCE TRAVERSING ALONG THE CENTERLINE OF SAID DITCH AND THE SOUTH LINE OF PROPERTY DESCRIBED ON FILM 633 AT RECEPTION NO. 877395, THE FOLLOWING COURSES AND DISTANCES: SOUTH 71°36'00" WEST 508.65 FEET;
THENCE SOUTH 73°48'00" WEST, 241.52 FEET;
THENCE NORTH 89°40'00" WEST, 140.82 FEET;
THENCE NORTH 77°42'00" WEST, 114.23 FEET;
THENCE NORTH 62°24'00" WEST, 118.52 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF NORTHEAST QUARTER OF SAID SECTION 34;
SAID POINT BEING ALSO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED ON FILM 633 AT RECEPTION NO. 877395; THENCE SOUTH 00°04'00" WEST ALONG SAID WEST LINE OF THE NORTH HALF NORTHEAST QUARTER, A DISTANCE OF 675.12 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED RECORDED APRIL 15, 1983 AT RECEPTION NO. 543786, AND IN DEED RECORDED FEBRUARY 20, 1997 ON FILM NO. 2187 AT RECEPTION NO. 1678309,
COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST $\frac{1}{4}$, 20 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 89°41'50" WEST ALONG SAID NORTH LINE, 230.64 FEET; THENCE SOUTH 00°58' WEST, 469.96 FEET; THENCE SOUTH 89°41'50" EAST, 618.52; THENCE NORTH 00°14'20" EAST, 469.93 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 89°41'50" WEST, ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING;
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF BOULDER BY THE DEED RECORDED NOVEMBER 29, 1913 IN BOOK 381 AT PAGE 127,

COUNTY OF BOULDER, STATE OF COLORADO.

EXHIBIT A

Legal Description – Parcels C1 and C2

PARCEL C:

PARCEL I:

A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 0°09' WEST 642.7 FEET; THENCE SOUTH 69° 45' EAST 211.4 FEET; THENCE NORTH 85° EAST 195 FEET; THENCE NORTH 71°53' EAST 718 FEET; THENCE NORTH 24°20' EAST 539 FEET TO A POINT O N THE NORTH LINE OF SAID SECTION, 20 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE OF SAID SECTION TO THE PLACE OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF BOULDER BY THE DEED RECORDED NOVEMBER 29, 1913 IN BOOK 381 AT PAGE 127;
AND EXCEPT THAT PORTION DESCRIBED IN DEED RECORDED APRIL 29, 1968 UNDER RECEPTION NO. 877396;
AND EXCEPT THAT PORTION CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY THE DEED RECORDED FEBRUARY 8, 1983 UNDER RECEPTION NO. 532304.
AND EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY THE DEED RECORDED JANUARY 2, 1998 UNDER RECEPTION NO. 1759789.

PARCEL II:

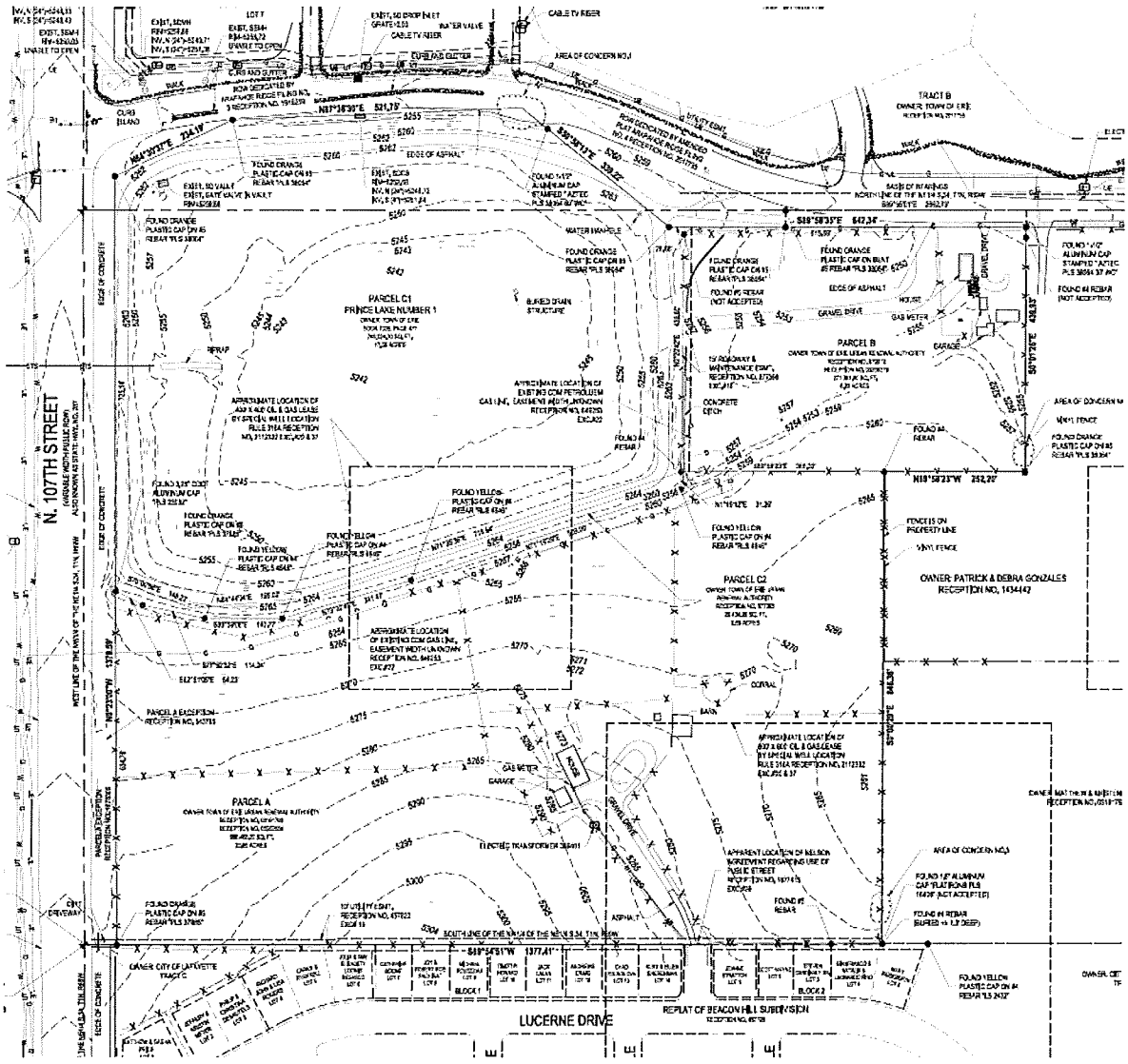
A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE SOUTH 0°09' WEST, 642.7 FEET; THENCE SOUTH 69°45' EAST, 2.59 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, THE TRUE POINT OF BEGINNING; THENCE SOUTH 69°45' EAST, 208.81 FEET; THENCE NORTH 85°0' EAST, 195.00 FEET; THENCE NORTH 71°53' EAST, 718.00 FEET; THENCE SOUTH 0°58' WEST, 31.12 FEET TO A POINT ON THE CENTERLINE OF THE SOUTH BOULDER CANYON DITCH; THENCE WESTERLY, ALONG THE SAID DITCH CENTERLINE AS FOLLOWS: SOUTH 71°36' WEST, 508.65 FEET; SOUTH 73°48' WEST, 241.52 FEET; NORTH 89°40' WEST, 140.82 FEET; NORTH 77°42' WEST, 114.23 FEET; NORTH 62°24' WEST, 118.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE NORTH 0°04' WEST, ALONG THE SAID WEST LINE OF THE NORTHEAST QUARTER, 11.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS DIVISION OF HIGHWAYS, STATE OF COLORADO BY DEED RECORDED FEBRUARY 8, 1983 UNDER RECEPTION NO. 532304.

EXHIBIT A

Graphic Depiction of Parcels A, B, C1 and C2


N. 107TH STREET
PARCEL C1
PRINCE LAKE NUMBER 1
PARCEL B
PARCEL C2
PARCEL A
OWNER: PATRICK & DEBRA GONZALES
RECEPTION NO. 1434442
LUCERNE DRIVE
REPLAT OF BEACON HILL SUBDIVISION
TRACT B
AREA OF CONCERN NO.1
AREA OF CONCERN NO.2
AREA OF CONCERN NO.3
FENCE IS ON PROPERTY LINE
VINYL FENCE
GRAVEL DRIVE
GARAGE
BARN
CORRAL
ASPHALT
EDGE OF ASPHALT
EDGE OF CONCRETE
WATER MANHOLE
BURIED DRAIN STRUCTURE
CONCRETE DITCH
ELECTRIC TRANSFORMER
GAS METER
MAILBOX
FOUND REBAR
FOUND YELLOW PLASTIC CAP ON #4 REBAR PLS 4940
FOUND ORANGE PLASTIC CAP ON #5 REBAR PLS 38564
FOUND 1-1/2" ALUMINUM CAP STAMPED "AZTEC PLS 38564"
FOUND #6 REBAR (NOT ACCEPTED)
FOUND 1-1/2" ALUMINUM CAP FLAT ROUND PLS (HOLE NOT ACCEPTED)
FOUND #4 REBAR (BURIED ~0.3' DEEP)
FOUND YELLOW PLASTIC CAP ON #4 REBAR PLS 2432
OWNER: CITY OF LAFAYETTE
TRACT C
OWNER: MATTHEW & KRISTEN
RECEPTION NO. 3519178
BASIS OF BEARINGS
NORTH LINE OF THE N1/4 SW1/4 SEC. 9, T1N, R69W
S89°58'39"E 642.34'
N89°58'23"W 252.20'
S00°02'28"E 436.83'
S89°54'51"W 377.41'
N89°38'38"E 521.79'
N89°39'17"E 214.19'
S89°39'17"E 339.22'
SOUTH LINE OF THE N1/2 OF THE SE1/4 SW1/4 SEC. 9, T1N, R69W
WEST LINE OF THE N1/2 OF THE SE1/4 SW1/4 SEC. 9, T1N, R69W
EXIST. 50' DROP INLET
EXIST. 50' VAULT
EXIST. GATE VALVE IN VAULT
EXIST. SIGN
EXIST. TELEPHONE PEDESTAL
EXIST. CABLE TV RISER
EXIST. ELECTRIC METER
EXIST. ELECTRIC VAULT
EXIST. GAS VALVE
EXIST. WATER VALVE
EXIST. CURB AND GUTTER
EXIST. CULVERT
EXIST. 12" CMP
EXIST. 18" CMP
EXIST. 24" CMP
EXIST. 30" CMP
EXIST. 36" CMP
EXIST. 42" CMP
EXIST. 48" CMP
EXIST. 54" CMP
EXIST. 60" CMP
EXIST. 72" CMP
EXIST. 84" CMP
EXIST. 96" CMP
EXIST. 108" CMP
EXIST. 120" CMP
EXIST. 132" CMP
EXIST. 144" CMP
EXIST. 156" CMP
EXIST. 168" CMP
EXIST. 180" CMP
EXIST. 192" CMP
EXIST. 204" CMP
EXIST.

SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT

This Second Amendment to the Disposition and Development Agreement ("**Second Amendment**") is made as of this 9th day of May, 2017, by and among the Town of Erie, a Colorado statutory town (the "**Town**"), the Town of Erie Urban Renewal Authority, a Colorado urban renewal authority ("**TOEURA**", and together with the Town, "**Erie**"), and Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company (the "**Developer**").

RECITALS

WHEREAS, Erie and the Developer entered into that certain Disposition and Development Agreement, dated March 22, 2016, as amended by that certain First Amendment to the Disposition and Development Agreement dated December 13, 2016 (collectively, the "**Agreement**"), pursuant to which the Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement; and

WHEREAS, Erie and the Developer desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual obligations of the parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meaning as set forth in the Agreement.

2. Inspection Period. Section 3.4 of the Agreement is hereby amended to replace the phrase "Developer shall have one hundred eighty (180) days from the Effective Date (the "Inspection Period")" with the phrase "Developer shall have until December 1, 2017 (the "Inspection Period")".

3. TOEURA Approvals. Section 5.2 (c) of the Agreement is hereby amended to replace the phrase "Within one hundred eighty (180) days of the Effective Date" with the phrase "No later than December 1, 2017".

4. Miscellaneous.

a) Full Force and Effect. Except as amended by this Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by Erie and the Developer. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.

b) Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

c) Entire Agreement. This Amendment contains the entire agreement of Erie and the Developer with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Erie and the Developer.

d) Power and Authority. Erie and the Developer have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Amendment.

e) Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f) Attorneys' Fees. In the event of litigation arising out of or in connection with this Amendment, the prevailing party shall be awarded reasonable attorneys' fees, costs and expenses.

g) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

[Signature page follows.]

IN WITNESS WHEREOF, Erie and the Developer have caused this Amendment to be duly executed as of the Effective Date.

DEVELOPER:

EVERGREEN-287 & ARAPAHOE, L.L.C,
an Arizona limited liability company

By: EVERGREEN DEVELOPMENT COMPANY-2016, L.L.C.,
an Arizona limited liability company
Its: Manager

By: EVERGREEN DEVCO, INC., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: ~~Vice President~~ Executive Vice President

ERIE:

TOWN OF ERIE,
a Colorado statutory town

By: _____
Name: Tina Harris
Title: Mayor

TOWN OF ERIE CORPORATE SEAL COLORADO

TOWN OF ERIE URBAN RENEWAL AUTHORITY,
a Colorado urban renewal authority

By: _____
Name: Tina Harris
Title: Chairperson

TOWN OF ERIE CORPORATE SEAL COLORADO URBAN RENEWAL AUTHORITY

THIRD AMENDMENT TO THE
DISPOSITION AND DEVELOPMENT AGREEMENT

This Third Amendment to the Disposition and Development Agreement ("**Third Amendment**") is made as of this 12th day of December, 2017, by and among the Town of Erie, a Colorado statutory town (the "**Town**"), the Town of Erie Urban Renewal Authority, a Colorado urban renewal authority ("**TOEURA**", and together with the Town, "**Erie**"), and Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company (the "**Developer**").

RECITALS

WHEREAS, Erie and the Developer entered into that certain Disposition and Development Agreement, dated March 22, 2016 (the "**Agreement**"), pursuant to which the Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement; and

WHEREAS, Erie and the Developer entered into that certain First Amendment to the Disposition and Development Agreement dated December 13, 2016 ("First Amendment");

WHEREAS, Erie and the Developer entered into that certain Second Amendment to the Disposition and Development Agreement dated May 1, 2017 ("Second Amendment");

WHEREAS, Erie and the Developer desire to further amend the Agreement pursuant to the terms of this Third Amendment.

NOW, THEREFORE, in consideration of the mutual obligations of the parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meaning as set forth in the Agreement.

2. Inspection Period. Section 3.4 of the Agreement is hereby amended to extend the Inspection Period until June 1, 2018.

3. TOEURA Approvals. Section 5.2 (c) of the Agreement is hereby amended to extend the TOEURA Approvals deadline until June 1, 2018.

4. Miscellaneous.

a) Full Force and Effect. Except as amended by this Third Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by Erie and the Developer. In the event of any conflict between the Agreement, the First Amendment or Second Amendment and this Third Amendment, the terms and conditions of this Third Amendment shall control.

b) Successors and Assigns. This Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

c) Entire Agreement. This Third Amendment contains the entire agreement of Erie and the Developer with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Erie and the Developer.

d) Power and Authority. Erie and the Developer have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Third Amendment.

e) Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f) Attorneys' Fees. In the event of litigation arising out of or in connection with this Third Amendment, the prevailing party shall be awarded reasonable attorneys' fees, costs and expenses.

g) Governing Law. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

[Signature page follows.]

IN WITNESS WHEREOF, Erie and the Developer have caused this Third Amendment to be duly executed as of the Effective Date.

DEVELOPER:

EVERGREEN-287 & ARAPAHOE, L.L.C,
an Arizona limited liability company

By: EVERGREEN DEVELOPMENT COMPANY-2016, L.L.C.,
an Arizona limited liability company
Its: Manager

By: EVERGREEN DEVCO, INC., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Managing Principal

ERIE:

TOWN OF ERIE,
a Colorado statutory town

By: _____
Name: Tina Harris
Title: Mayor

TOWN OF ERIE URBAN RENEWAL AUTHORITY,
a Colorado urban renewal authority

By: _____
Name: Tina Harris
Title: Chairperson

FOURTH AMENDMENT TO THE
DISPOSITION AND DEVELOPMENT AGREEMENT

This Fourth Amendment to the Disposition and Development Agreement ("**Third Amendment**") is made as of this 8th day of May, 2018, by and among the Town of Erie, a Colorado statutory town (the "**Town**"), the Town of Erie Urban Renewal Authority, a Colorado urban renewal authority ("**TOEURA**", and together with the Town, "**Erie**"), and Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company (the "**Developer**").

RECITALS

WHEREAS, Erie and the Developer entered into that certain Disposition and Development Agreement, dated March 22, 2016 (the "**Agreement**"), pursuant to which the Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement; and

WHEREAS, Erie and the Developer entered into that certain First Amendment to the Disposition and Development Agreement dated December 13, 2016 ("First Amendment");

WHEREAS, Erie and the Developer entered into that certain Second Amendment to the Disposition and Development Agreement dated May 1, 2017 ("Second Amendment");

WHEREAS, Erie and the Developer entered into that certain Third Amendment to the Disposition and Development Agreement dated December 12th, 2017 ("Third Amendment");

WHEREAS, Erie and the Developer desire to further amend the Agreement pursuant to the terms of this Fourth Amendment.

NOW, THEREFORE, in consideration of the mutual obligations of the parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meaning as set forth in the Agreement.

2. Inspection Period. Section 3.4 of the Agreement is hereby amended to extend the Inspection Period until September 1, 2018.

3. TOEURA Approvals. Section 5.2 (c) of the Agreement is hereby amended to extend the TOEURA Approvals deadline until September 1, 2018.

4. Miscellaneous.

a) Full Force and Effect. Except as amended by this Fourth Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by Erie and the Developer. In the event of any conflict between the Agreement, the First Amendment or

Second Amendment or Third Amendment and this Fourth Amendment, the terms and conditions of this Fourth Amendment shall control.

b) Successors and Assigns. This Fourth Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

c) Entire Agreement. This Fourth Amendment contains the entire agreement of Erie and the Developer with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Erie and the Developer.

d) Power and Authority. Erie and the Developer have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Fourth Amendment.

e) Counterparts. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f) Attorneys' Fees. In the event of litigation arising out of or in connection with this Fourth Amendment, the prevailing party shall be awarded reasonable attorneys' fees, costs and expenses.

g) Governing Law. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

[Signature page follows.]

IN WITNESS WHEREOF, Erie and the Developer have caused this Fourth Amendment to be duly executed as of the Effective Date.

DEVELOPER:

EVERGREEN-287 & ARAPAHOE, L.L.C,
an Arizona limited liability company

By: EVERGREEN DEVELOPMENT COMPANY-2016, L.L.C.,
an Arizona limited liability company
Its: Manager

By: EVERGREEN DEVCO, INC., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Executive Vice President

ERIE:

TOWN OF ERIE,
a Colorado statutory town

By: _____
Name: Jennifer Carroll
Title: Mayor

TOWN OF ERIE URBAN RENEWAL AUTHORITY,
a Colorado urban renewal authority

By: _____
Name: Jennifer Carroll
Title: Chairwoman Carroll

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FIFTH AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT

This Fifth Amendment to the Disposition and Development Agreement ("**Fifth Amendment**") is made as of this 13th day of August, 2019 (the "Effective Date"), by and among the Town of Erie, a Colorado statutory town (the "**Town**"), the Town of Erie Urban Renewal Authority, a Colorado urban renewal authority ("**TOEURA**", and together with the Town, "**Erie**"), and Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company (the "**Developer**").

RECITALS

WHEREAS, Erie and the Developer entered into that certain Disposition and Development Agreement, dated March 22, 2016 (the "**Agreement**"), pursuant to which the Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement; and

WHEREAS, Erie and the Developer entered into that certain First Amendment to the Disposition and Development Agreement dated December 13, 2016 ("**First Amendment**");

WHEREAS, Erie and the Developer entered into that certain Second Amendment to the Disposition and Development Agreement dated May 1, 2017 ("**Second Amendment**");

WHEREAS, Erie and the Developer entered into that certain Third Amendment to the Disposition and Development Agreement dated December 12th, 2017 ("**Third Amendment**");

WHEREAS, Erie and the Developer entered into that certain Fourth Amendment to the Disposition and Development Agreement dated May 8th, 2018 ("**Fourth Amendment**");

WHEREAS, Erie and the Developer desire to further amend the Agreement pursuant to the terms of this Fifth Amendment.

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meaning as set forth in the Agreement.

2. Inspection Period Contingencies. Erie and the Developer hereby acknowledge the Inspection Period Contingencies in Sections 3.5(a), 3.5(b), 3.5(c), 3.5(d) and 3.5(g) have been waived or satisfied by the Parties and Erie waives its rights to terminate under Sections 3.5 and 14.2(a). The Inspection Period Contingencies in Sections 3.5(e) and 3.5(f) remain outstanding obligations of Erie to the Developer and Developer retains the right to terminate under Section 3.5 until Erie's obligations under Sections 3.5(e) and 3.5(f) are satisfied.

3. Approvals Period. Section 4.1 of the Agreement is hereby amended to extend the Approvals Period until February 28th, 2020.

4. Exhibit A. Exhibit A to the Agreement, as amended by the First Amendment, is hereby further amended and restated as provided in the attached Exhibit A.

5. Miscellaneous.

a) Full Force and Effect. Except as amended by this Fifth Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by Erie and the Developer. In the event of any conflict between the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment, the terms and conditions of this Fifth Amendment shall control.

b) Successors and Assigns. This Fifth Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

c) Entire Agreement. This Fifth Amendment contains the entire agreement of Erie and the Developer with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Erie and the Developer.

d) Power and Authority. Erie and the Developer have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Fifth Amendment.

e) Counterparts. This Fifth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Erie and the Developer agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f) Governing Law. This Fifth Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

g) Notice Updates. The following shall be updated in Section 16.11(a) of the Agreement: the suite number for Developer's Colorado address is 1200 and the notice delivery for Developer's legal counsel is Jumps Law, Attention Brian Jumps, 2579 West Main Street, STE 201, Littleton, CO 80120, Email: bjumps@jumpslaw.com. The following shall be updated in Section 16.11(b) of the Agreement: the Town of Erie Town Administrator notice shall be directed to Malcolm Fleming and the Town of Erie Town Attorney notice shall be directed to Kendra Carberry with an email address of klc@hpwclaw.com.

[Signature page follows.]

IN WITNESS WHEREOF, Erie and the Developer have caused this Fifth Amendment to be duly executed as of the Effective Date.

DEVELOPER:

EVERGREEN-287 & ARAPAHOE, L.L.C,
an Arizona limited liability company

By: EVERGREEN DEVELOPMENT COMPANY-2016, L.L.C.,
an Arizona limited liability company
Its: Manager

By: EVERGREEN DEVCO, INC., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Executive Vice President

TOWN OF ERIE, COLORADO

_____
Jennifer Carroll, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

TOWN OF ERIE URBAN RENEWAL AUTHORITY,
a Colorado urban renewal authority

By: _____
Name: Jennifer Carroll
Title: Madam Chair

Exhibit A

- Legal Description -

PARCEL A:
PART OF THE NORTH HALF NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF NORTHEAST QUARTER FROM WHENCE THE NORTHWEST CORNER OF SAID NORTH HALF NORTHEAST QUARTER BEARS NORTH 00°04'00" EAST; THENCE SOUTH 89°48'30" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF NORTHEAST QUARTER, A DISTANCE OF 1434.83 FEET; THENCE NORTH 00°14'20" EAST, 845.98 FEET TO THE SOUTH LINE OF THAT PROPERTY CONVEYED BY FLOYD E. HARRIS AND NEVADIA HARRIS TO LEONARD L. LANHAM AND NINA E. LANHAM, RECORDED MAY 15, 1968 ON FILM 635 AT RECEPTION NO. 879012; THENCE NORTH 89°41'50" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 366.57 FEET TO A POINT ON THE EAST LINE OF THAT PROPERTY CONVEYED BY DEED FROM FLOYD EUGENE HARRIS AND NEVADIA HARRIS TO THE TOWN OF ERIE, A MUNICIPAL CORPORATION, RECORDED APRIL 29, 1968 IN FILM 633 AT RECEPTION NO. 877395; THENCE SOUTH 00°58'00" WEST ALONG SAID EAST LINE, 31.12 FEET TO THE CENTERLINE OF THE SOUTH BOULDER CANYON IRRIGATION DITCH; THENCE TRAVERSING ALONG THE CENTERLINE OF SAID DITCH AND THE SOUTH LINE OF PROPERTY DESCRIBED ON FILM 633 AT RECEPTION NO. 877395, THE FOLLOWING COURSES AND DISTANCES: SOUTH 71°36'00" WEST 508.65 FEET;
THENCE SOUTH 73°48'00" WEST, 241.52 FEET;
THENCE NORTH 89°40'00" WEST, 140.82 FEET;
THENCE NORTH 77°42'00" WEST, 114.23 FEET;
THENCE NORTH 62°24'00" WEST, 118.52 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF NORTHEAST QUARTER OF SAID SECTION 34;
SAID POINT BEING ALSO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED ON FILM 633 AT RECEPTION NO. 877395; THENCE SOUTH 00°04'00" WEST ALONG SAID WEST LINE OF THE NORTH HALF NORTHEAST QUARTER, A DISTANCE OF 675.12 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED RECORDED APRIL 15, 1983 AT RECEPTION NO. 543786, AND IN DEED RECORDED FEBRUARY 20, 1997 ON FILM NO. 2187 AT RECEPTION NO. 1678309,
COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST $\frac{1}{4}$, 20 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 89°41'50" WEST ALONG SAID NORTH LINE, 230.64 FEET; THENCE SOUTH 00°58' WEST, 469.96 FEET; THENCE SOUTH 89°41'50" EAST, 618.52; THENCE NORTH 00°14'20" EAST, 469.93 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 89°41'50" WEST, ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING;
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF BOULDER BY THE DEED RECORDED NOVEMBER 29, 1913 IN BOOK 381 AT PAGE 127,

COUNTY OF BOULDER, STATE OF COLORADO.

Exhibit A

– Legal Description Continued -

PARCEL C:

PARCEL I:

A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 0°09' WEST 642.7 FEET; THENCE SOUTH 69° 45' EAST 211.4 FEET; THENCE NORTH 85° EAST 195 FEET; THENCE NORTH 71°53' EAST 718 FEET; THENCE NORTH 24°20' EAST 539 FEET TO A POINT O N THE NORTH LINE OF SAID SECTION, 20 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE OF SAID SECTION TO THE PLACE OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF BOULDER BY THE DEED RECORDED NOVEMBER 29, 1913 IN BOOK 381 AT PAGE 127;
AND EXCEPT THAT PORTION DESCRIBED IN DEED RECORDED APRIL 29, 1968 UNDER RECEPTION NO. 877396;
AND EXCEPT THAT PORTION CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY THE DEED RECORDED FEBRUARY 8, 1983 UNDER RECEPTION NO. 532304.
AND EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY THE DEED RECORDED JANUARY 2, 1998 UNDER RECEPTION NO. 1759789.

PARCEL II:

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE SOUTH 0°09' WEST, 642.7 FEET; THENCE SOUTH 69°45' EAST, 2.59 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, THE TRUE POINT OF BEGINNING; THENCE SOUTH 69°45' EAST, 208.81 FEET; THENCE NORTH 85°0' EAST, 195.00 FEET; THENCE NORTH 71°53' EAST, 718.00 FEET; THENCE SOUTH 0°58' WEST, 31.12 FEET TO A POINT ON THE CENTERLINE OF THE SOUTH BOULDER CANYON DITCH; THENCE WESTERLY, ALONG THE SAID DITCH CENTERLINE AS FOLLOWS: SOUTH 71°36' WEST, 508.65 FEET; SOUTH 73°48' WEST, 241.52 FEET; NORTH 89°40' WEST, 140.82 FEET; NORTH 77°42' WEST, 114.23 FEET; NORTH 62°24' WEST, 118.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE NORTH 0°04' WEST, ALONG THE SAID WEST LINE OF THE NORTHEAST QUARTER, 11.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS DIVISION OF HIGHWAYS, STATE OF COLORADO BY DEED RECORDED FEBRUARY 8, 1983 UNDER RECEPTION NO. 532304.

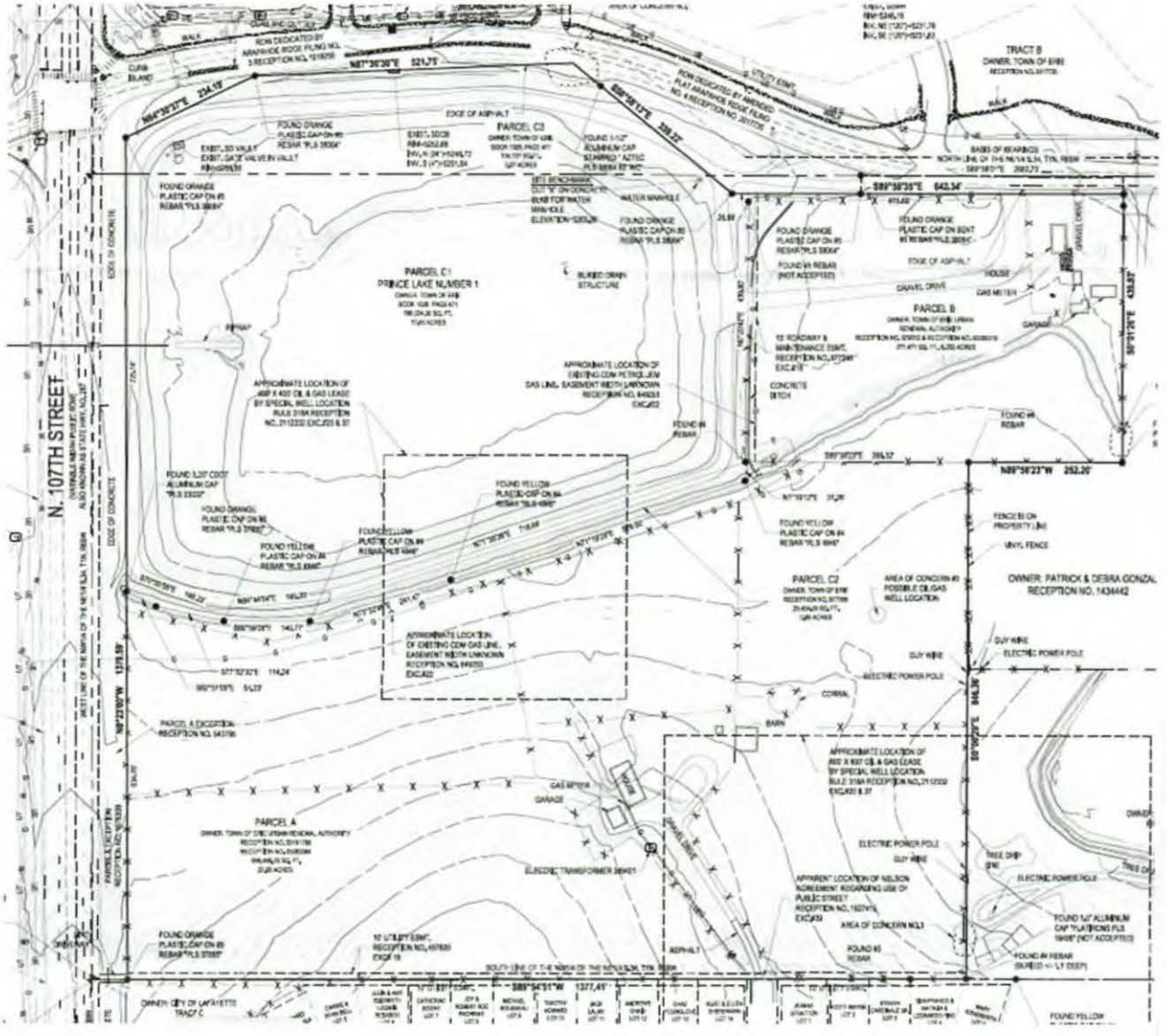
PARCEL III:

THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, LYING SOUTH OF THE COUNTY ROAD AS DESCRIBED IN DEED RECORDED NOVEMBER 29, 1913 IN BOOK 381 AT PAGE 127;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY THE DEED RECORDED FEBRUARY 8, 1983 UNDER RECEPTION NO. 532304.

Exhibit A

- Graphic Depiction of Parcels A, B, C1, C2 and C3 -



SIXTH AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT

This Sixth Amendment to the Disposition and Development Agreement (this "**Sixth Amendment**") is made as of this 22nd day of October, 2019 (the "Effective Date"), by and among the TOWN OF ERIE, a Colorado municipal home rule corporation (the "**Town**"), the TOWN OF ERIE URBAN RENEWAL AUTHORITY, a Colorado urban renewal authority ("**TOEURA**", and together with the Town, "**Erie**"), and EVERGREEN-287 & ARAPAHOE, L.L.C., an Arizona limited liability company (the "**Developer**") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Erie and the Developer entered into that certain Disposition and Development Agreement dated March 22, 2016 (the "**Original Agreement**"), pursuant to which Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement; and

WHEREAS, Erie and the Developer entered into that certain First Amendment to the Disposition and Development Agreement dated December 13, 2016 (the "**First Amendment**");

WHEREAS, Erie and the Developer entered into that certain Second Amendment to the Disposition and Development Agreement dated May 1, 2017 (the "**Second Amendment**");

WHEREAS, Erie and the Developer entered into that certain Third Amendment to the Disposition and Development Agreement dated December 12th, 2017 (the "**Third Amendment**");

WHEREAS, Erie and the Developer entered into that certain Fourth Amendment to the Disposition and Development Agreement dated May 8th, 2018 (the "**Fourth Amendment**");

WHEREAS, Erie and the Developer entered into that certain Fifth Amendment to the Disposition and Development Agreement dated August 13, 2019 (the "**Fifth Amendment**") (the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, are hereinafter collectively referred to as the "**Agreement**");

WHEREAS, Erie and the Developer desire to further amend the Agreement pursuant to the terms of this Sixth Amendment.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used, but not defined herein shall have the same meaning as set forth in the Agreement.

2. Definitions.

a. A new definition of "Act" is added to the Agreement as follows:

""Act" means the Special District Act, Colorado Revised Statutes §§ 32-1-101, *et seq.*"

b. A new definition of "Bonds" is added to the Agreement as follows:

""Bonds" means one or more series of bonds issued by the District in accordance with the terms of the Act (as defined below), which may be in the form of a note, loan, or other financial obligation identified as a Bond, including any bonds, notes, loans, or other financial obligations issued by the District to refund Bonds."

c. The definition of "Contingencies" is hereby deleted in its entirety and replaced with the following:

""Contingencies" means (i) the Approvals Period Contingencies; (ii) the Inspection Period Contingencies; and (iii) the Retail Property – Phase 2 Approval Period Contingencies."

d. A new definition of "Costs of Issuance" is added to the Agreement as follows:

""Costs of Issuance" means, collectively, the reasonable and necessary costs (as determined by the District) incurred in connection with the issuance of the Bonds, including, without limitation, compensation for all underwriters or placement agents who have provided services relative to this Agreement or the Bonds, financial consultant fees, fees and expenses of bond counsel, counsel to the underwriter, counsel and consultants to the District, and counsel to any Party or entity from which an opinion of counsel is required, fees and expenses of any provider of credit enhancement, bond insurance, or guaranty, fees and expenses of the trustee, bond registrar, paying agent, rebate agent, escrow verification provider, any fees and/or payments due in connection with the initiation or termination of an interest rate exchange agreement or interest rate cap agreement, and transfer agent and rating agency fees."

e. A new definition of "Developer Advances" is added to the Agreement as follows:

""Developer Advances" means, collectively, amounts advanced to the District by any party to finance the District's capital improvements and related expenditures pursuant to one or more Reimbursement Agreements. Developer Advances shall also include, without limitation, Eligible Costs and Costs of Issuance paid directly by the Developer and reasonably accepted by the District."

f. A new definition of "District" is added to the Agreement as follows:

""District" means the Nine Mile Metropolitan District, a to-be-formed quasi-municipal corporation and political subdivision of the State of Colorado."

g. New definitions of "Eligible Accrued Interest" and "Eligible Costs" are added to the Agreement as follows:

""Eligible Accrued Interest" means simple per annum interest accrued on Developer Advances for Eligible Costs paid directly by Developer and accepted by the District at a rate equal to Prime Rate plus 7%, compounded annually. Interest shall begin to accrue on Developer Advances on the date the Developer Advance is made or, as applicable, from the date of expenditure of the Eligible Cost as reasonably verified by the District pursuant to the terms of any applicable Reimbursement Agreement. "Prime Rate" means the prime rate as published in the Wall Street Journal on the first business day of each calendar month, which shall be adjusted on a current monthly basis as of the first business day of each calendar month."

"Eligible Costs" means, collectively, (a) the reasonable and customary expenditures for engineering, design, installation and construction of eligible improvements, including necessary and reasonable soft costs, including, without limitation, any such costs and expenditures incurred by the District, and (b) Developer Advances and Eligible Accrued Interest. Notwithstanding anything to the contrary in this Agreement, Eligible Costs shall include all additional costs not expressly described in this Agreement that are approved administratively in writing by the Town Administrator, in the Town Administrator's reasonable discretion,, provided such costs are consistent with the intent of Erie and the Developer."

h. New definitions of "Pledged Property Tax Increment Revenue," "Pledged Sales Tax Increment Revenue" and "Pledged Revenues" are added to the Agreement as follows:

""Pledged Property Tax Increment Revenue" means all incremental property tax revenues received by TOEURA generated within the Urban Renewal Plan boundary, net of any offsets retained by the County Treasurer for return of overpayments or as reserve funds as permitted by C.R.S. § 31-25-107(9)(a)(III) and (b)."

"Pledged Sales Tax Increment Revenue" means 100% of the incremental sales tax revenues generated within the Urban Renewal Plan Boundary within the property defined as Retail Property – Phase 1 that TOEURA receives from the Town, such amount being equal to 50% of the total incremental sales tax revenues generated within the Retail Property – Phase 1, as defined below.

"Pledged Revenues" means, collectively, the (i) Pledged Property Tax Increment Revenue; and (ii) Pledged Sales Tax Increment Revenue."

i. A new definition of "Reimbursement Agreement" is added to the Agreement as follows:

> ""Reimbursement Agreement" means, either individually or collectively, one or more agreements between the District and any other party setting forth terms and conditions under which the Developer Advances are accepted by the District for construction or acquisition of the eligible improvements and other Eligible Costs and later reimbursed by the District."

j. The definition of "Retail Property" is hereby deleted in its entirety and replaced with the following:

> ""Retail Property" means that certain portion of the Property allocated for retail and commercial use in accordance with Section 3.5 and comprised of Retail Property – Phase 1 and Retail Property – Phase 2 as defined below."

Exhibit A-1 attached to this Sixth Amendment illustrates the boundaries of the Retail Property – Phase 1 and Retail Property – Phase 2 and the Residential Property.

k. A new definition of "Retail Property – Phase 1" is added to the Agreement as follows:

> ""Retail Property – Phase 1" means specifically the real property described as such on Exhibit A-1 attached to the Sixth Amendment. As of the date hereof, the Retail Property- Phase 1 is contemplated to be the first phased Closing per the terms of Section 5.3."

l. A new definition of "Retail Property – Phase 2" is added to the Agreement as follows:

> ""Retail Property – Phase 2" means specifically the real property described on Exhibit A-1 attached to the Sixth Amendment. As of the date hereof, the Retail Property- Phase 2 is contemplated to be a future phased Closing per the terms of Paragraph 5.3(c)."

m. The definition of "Property" is hereby deleted in its entirety and replaced with the following:

> ""Property" means the real property described in Exhibit A of the Fifth Amendment and which shall be allocated into the Retail Property – Phase 1, the Retail Property – Phase 2 and the Residential Property as shown on Exhibit A-1 of the Sixth Amendment."

n. The definition of "Retail Property Purchase Price" is hereby deleted in its entirety and replaced with the following.

> ""Retail Property Purchase Price" means that purchase price for the Retail Property – Phase 2 only described in Section 5.1(c)."

3. Closing.

a. Section 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"5.1 Purchase Price and Consideration for Conveyance. In furtherance of the Development Plan and the Urban Renewal Plan, the Parties have agreed upon various forms of incentives and financial assistance in accordance with and in furtherance of the Urban Renewal Plan, including conveyance of title to certain portions of the Property by Erie to the Developer. As such, in and for consideration of the commitment to the development of the Property conveyed to the Developer under this Agreement and the financial feasibility and success thereof, Erie and the Developer hereby agree that:

(a) Residential Property Purchase Price. The Residential Property Purchase Price shall be $2.00 per square foot, net of all public right-of-way dedications and park/open space dedications and buffers required for the Residential Property, as determined by the Parties in accordance with Section 3.5(a) and shown on the Survey. The Town, TOEURA and the Developer agree that the Residential Property Purchase Price equals $1,007,885, based on the estimated total area of 503,682 square feet. The Developer shall also pay Title Company costs and expenses payable at a Closing.

(b) Retail Property – Phase 1 Conveyance. Except for any Title Company costs and expenses payable at a Closing by the Developer as provided in this Agreement, no other consideration shall be due for any portion of the Retail Property – Phase 1 conveyed to the Developer under this Agreement pursuant to Section 5.3. Erie and the Developer agree that the value to the Developer of TOEURA's conveyance of the land to the Developer to facilitate implementation of the Urban Renewal Plan is $2,727,130, based on the agreed on price of $3.00 per square foot, estimated net total area of 867,971 square feet, and closing costs of 4.732% to be reflected in value of contribution."

(c) Retail Property – Phase 2 Purchase Price. The Retail Property Purchase Price for Retail Property – Phase 2 shall be, unless otherwise agreed by TOEURA, the Town and the Developer, $3.00 per square foot, net of all public right-of-way dedications and park/open space dedications and buffers, of the Retail Property – Phase 2, as determined by the Parties in accordance with Section 3.5(a) and shown on the Survey.

b. Section 5.2(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(c) TOEURA and Town Approvals.

(i) The Parties' mutual vision and concepts for how the Property should be developed are described in Exhibit A-2 to this Sixth Amendment. The Developer will submit detailed project plans consistent with Exhibit A-2 to the Town pursuant to the Town's Unified Development Code ("Code") and any other applicable regulations. The Town will review such plans pursuant to the Code. The Developer may not materially deviate from the vision set forth in Exhibit A-2 without the express written approval of the Town and TOEURA.

(ii) With respect to the Retail Property – Phase 1 and the Residential Property, the Developer has submitted to TOEURA and TOEURA has approved a tax increment plan for the reimbursement of Eligible Costs from the Pledged Revenues authorized to be received by TOEURA pursuant to the Urban Renewal Plan that are generated by the development of the Retail Property – Phase 1 and the Residential Property (the "Tax Increment Plan"). The Parties agree that the total reimbursement of Eligible Costs from the Tax Increment Plan shall not exceed $10,800,000 (which represents the Developer's proposed public finance request of $13,527,130, less the $2,727,130 value of the conveyance of the land as set forth in Section 5.1(b)) (the "Tax Increment Cap"), which Tax Increment Cap shall, however, not apply to any Costs of Issuance (including Developer Advances for Costs of Issuance), Eligible Accrued Interest, capitalized interest, any debt service reserve fund or any surplus fund.

(iii) TOEURA hereby pledges the Pledged Revenues to the District for operations, maintenance obligations and administration of the District and for the debt service requirements of the Bonds to be issued by the District for all Eligible Costs, Costs of Issuance, Eligible Accrued Interest, capitalized interest, and any debt service reserve fund or any surplus funds. TOEURA further hereby covenants that until the date of payment in full of the Bonds, TOEURA will not pledge or encumber the Pledged Revenues hereunder, but shall maintain the same for the use and benefit of the District and, upon receipt, shall promptly pay the same to the District operations, maintenance obligations and administration of the District and for the debt service requirements of the Bonds to be issued by the District as herein provided. With respect to the Retail Property – Phase 2, on or before the date that is two (2) years after the last Closing associated with the Retail Property – Phase 1 and the Residential Property, the Developer may submit to TOEURA a proposal for the reimbursement of actual reimbursable project costs from tax increment financing and from a percent of incremental sales taxes as allowed by TOEURA that are generated by the development of the Retail Property – Phase 2 (the "Future Tax Increment Proposal").

(iv) The Future Tax Increment Proposal shall, if submitted, include any required feasibility studies, forecasts and projections, which shall be provided by and at the sole expense of the Developer and must be acceptable to TOEURA in TOEURA's reasonable discretion, and shall specifically include an analysis of the likelihood and timing of any development of the Retail Property – Phase 2 anticipated to support the generation of the tax increment financing. TOEURA shall consider the Future Tax Increment Proposal, and may, in its sole discretion, approve or deny the Future Tax Increment Proposal.

(v) In the event TOEURA elects to approve the Future Tax Increment Proposal, the Parties shall have until Closing of the Retail Property – Phase 2 to agree upon, and for the TOEURA Board to take action on, an agreement memorializing the terms of the Future Tax Increment Proposal.

(vi) If TOEURA and the Developer are unable to agree upon the form and substance of the Future Tax Increment Proposal on or before Closing for the Retail Property – Phase

2, then the Developer may, if the Developer is unable to develop the Retail Property – Phase 2 without such Future Tax Increment Proposal, terminate this Agreement as to the Retail Property – Phase 2 in accordance with Section 14. TOEURA and the Developer covenant and agree to use reasonable, good faith efforts to negotiate the final form of the Future Tax Increment Proposal."

c. A new Section 5.2(d) is added to the Agreement as follows:

"(d) Pledge. In order to further the implementation of the Development Plan, and in furtherance of the Urban Renewal Plan, TOEURA hereby agrees to pay to the Developer or District the Pledged Revenues. TOEURA hereby pledges such Pledged Revenues to the Developer or District, subject to the terms and provisions of this Agreement. Such revenues shall be paid to the Developer or District as soon as practicable after receipt thereof by TOEURA, but in any event within thirty (30) days of receipt thereof, provided that the Developer may direct TOEURA in writing to pay the Pledged Revenues to the District, a trustee of the Bonds or another entity or depository. TOEURA hereby elects to apply C.R.S. §11-57-208(2) to this Agreement. In accordance with C.R.S. §11-57-208(2) the Pledged Revenues pledged pursuant to this Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing or further act. The lien of such pledge and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities, except as may otherwise be provided herein. The lien of such pledge shall be valid, binding and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against TOEURA irrespective of whether such persons have notice of such liens. Further, TOEURA agrees that it shall not issue or incur bonds, notes or other obligations payable in whole or in part from, or constituting a lien upon the Pledged Revenues. If and to the extent required in connection with the issuance of the Bonds, the TOEURA will enter into a separate cooperation agreement or finance agreement with the District containing the terms outlined in this Agreement and all parties agree to provide the legal opinions necessary to complete the Bond transaction. Notwithstanding anything contained in this Agreement to the contrary, including, without limitation, any default or termination provisions, once Bonds have been issued by the District, neither the Town nor TOEURA shall have the right to terminate the pledge of revenues made under this Agreement, and in no event shall the Town or TOEURA have the right to compel or enjoin the issuance, payment, defeasance, refinancing, or refunding of any Bonds, or take any actions that would adversely impact the Bonds, or the payment of Pledged Revenues to the Developer or the District, as applicable."

d. A new Section 5.2(e) is added to the Agreement as follows:

(e) Ditch Relocation. In order to facilitate the orderly development of the Property, the Town and TOEURA hereby further agree that the Town will advance to TOEURA, and TOEURA will advance to the Developer, sufficient funds necessary to accomplish the relocation of the irrigation ditch located on the Property and owned by the South Boulder Canyon Ditch Company ("Ditch"), currently estimated at approximately $1.5 million ("Ditch Relocation

Advance"). In the event that the Closing occurs, the amount of the Ditch Relocation Advance shall be repaid by the Developer or District, to TOEURA on July 1, 2020, without interest. In the event that the Closing does not occur and this Agreement is terminated, TOEURA and the Town agree that if the Developer has completed the ditch relocation and provided to the Town and TOEURA full accounting of all costs associated with that work, the Ditch Relocation Advance expenditure benefits the Property and repayment will not be owed from the Developer to TOEURA except for any unexpended portion of the Ditch Relocation Advance that was not required to complete the ditch relocation. The Town and TOEURA agree to make draws on the Ditch Relocation Advance available to the Developer within 15 business days of the Developer's written notice, including invoiced costs, to the Town and TOEURA that the Developer is ready to commence the relocation work for the Ditch. In the event that Closing has not yet occurred at the time of Developer's notice pursuant to this Section, TOEURA also agrees that it will provide authorization for the Developer to enter onto the Property and perform the work necessary to relocate the Ditch in the form of a License and/or Construction Easement as applicable.

e. Section 5.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"5.3 Conveyance; Closing.

(a) Retail Property – Phase 1. Within thirty (30) days of notice from the Developer or the later of (i) the Town, TOEURA and the Developer completing all Inspection Period Contingencies and all Approvals Period Contingencies applicable to the Retail Property – Phase 1, and (ii) expiration of the Approvals Period, the Retail Property – Phase 1 shall be conveyed to the Developer by the Deed.

(b) Residential Property. Within thirty (30) days of notice from the Developer or the later of (i) the Town, TOEURA and the Developer completing all Inspection Period Contingencies and all Approvals Period Contingencies applicable to the Residential Property, (ii) expiration of the Approvals Period, and (iii) payment of the Residential Property Purchase Price, the Residential Property shall be conveyed to the Developer by the Deed.

(c) Retail Property – Phase 2. Within thirty (30) days of notice from the Developer or the later of (i) the Developer completing all Retail Property – Phase 2 Approvals Period Contingencies (as defined in the Sixth Amendment) applicable to the Retail Property – Phase 2, and (ii) expiration of the Retail Property – Phase 2 Approvals Period (as defined in the Sixth Amendment), the Retail Property – Phase 2 shall be conveyed to the Developer by the Deed.

(d) Separate Closings; Partial Closings. Based upon the timing of the satisfaction of the Contingencies and/or the timing of the Development Plan, the Retail Property, or portions thereof, and the Residential Property, or portions thereof, may be conveyed to the Developer simultaneously or separately, it being the intent of Erie and the Developer, for instance, to allow for the closing of the portion of the Retail Property for the Anchor Tenant separate from outparcels or pads of the Retail Property. At the time of the closing of the conveyance of each of the Retail Property, or portions thereof, and the

Residential Property, or portions thereof (each, a "Closing" and collectively the "Closings"), and subject to the terms, covenants and conditions of this Agreement, TOEURA shall convey to the Developer title by a Deed to each of the Retail Property, or portions thereof, and the Residential Property, or portions thereof. The Closings shall take place at the office of the Title Company, unless TOEURA and the Developer agree otherwise in writing. If and to the extent the Developer desires to phase the Closing of the Retail Property or the Residential Property as herein provided, the Developer shall provide notice to TOEURA of the applicable parcel of the Retail Property or Residential Property subject to an applicable Closing.

(e) Other Approvals. In order to facilitate the Closings as described herein, TOEURA and the Town agree to sign and record, within 5 business days after receipt and prior to the first Closing, the approved subdivision plat or plats, following review and approval by the Town, in and for the Property such that the Retail Property – Phase 1 and Residential Property may be conveyed to the Developer. Further, in order to accommodate the separate or partial Closings as described herein, TOEURA, the Town and the Developer agree to use reasonable best efforts to negotiate, enter into, and execute, prior to the first Closing, such temporary construction easements, access easements, and other necessary easements and license agreements as may be necessary for site work and other Improvements in good faith, including, without limitation, construction easements allowing for the grading of the entirety of the Property and any permanent access easements for the operation of the Retail Property – Phase 1 and Residential Property. TOEURA, the Town and the Developer agree to use reasonable best efforts to finalize all such agreements required prior to the first Closing no later than November 29, 2019. Developer shall provide initial drafts of such agreements for consideration by the Town and TOEURA.

4. Retail Property – Phase 2 Approvals Period. The Developer shall have two (2) years from the last Closing associated with the Retail Property – Phase 1 or the Residential Property (the "**Retail Property – Phase 2 Approvals Period**") to obtain all necessary Governmental Approvals from the Town for the use of the Retail Property – Phase 2. In the event that the Government Approvals have not been obtained during such two (2) year period, the Retail Property – Phase 2 Approvals Period shall automatically extend for an additional sixty (60) days. In addition to the conditions set forth above, prior to the expiration of the Retail Property – Phase 2 Approvals Period, each of the Town, TOEURA and the Developer, as applicable, shall satisfy the following contingencies (collectively, the "**Retail Property – Phase 2 Approvals Period Contingencies**"): (a) the Developer shall create and process all site plans, subdivision plats and construction/building permits with the Town; (b) the Town, without waiving any of its legislative, quasi-judicial, regulatory or decision-making authority agrees and covenants to reasonably cooperate in good faith with the Developer in such a manner as to not circumvent the terms of this Agreement; and (c) the Developer, as assisted by Developer's Broker, covenants and agrees to use good faith efforts to market the Retail Property – Phase 2 to attract quality retail and commercial tenants for the Retail Property – Phase 2. Prior to expiration of the Retail Property – Phase 2 Approvals Period, the Developer shall deliver written notice to Erie indicating that each of the Retail Property – Phase 2 Approvals Period Contingencies has been waived or satisfied. In the event that the Developer notifies TOEURA that it is unable to proceed with this transaction as to the Retail Property – Phase 2 due to a valid failure of any of the Retail Property – Phase 2 Approvals Period Contingencies, this Agreement shall terminate as to the Retail Property – Phase 2, and the Parties shall be relieved

of all further obligations and liability hereunder as to the Retail Property – Phase 2 (other than those that are expressly stated to survive the termination of this Agreement). In the event that the Developer fails to provide a notice as required herein in this Section, TOEURA shall provide the Developer with a written reminder notice and, if the Developer fails to provide a notice as required herein within ten (10) days, then this Agreement shall terminate as to the Retail Property – Phase 2, and the Parties shall be relieved of all further obligations and liability hereunder (other than those that are expressly stated to survive the termination of this Agreement).

5. Development Financing. Erie acknowledges and agrees that the Developer has satisfied the terms of Section 7.1 with respect to the Developer's Financing for the Development Plan.

6. Impositions and Construction of the Retail Property. Erie and the Developer acknowledge and agree that, with respect to the Retail Property, the Developer shall not be obligated to pay any fees other than as set forth on the Controlled Fee Schedule. Developer shall not be obligated to pay any increases in any such fees beyond that enumerated on the Controlled Fee Schedule. Notwithstanding anything contained in the Agreement to the contrary, the Parties agree to revise the Schedule of Performance with the respect to the Retail Property – Phase 2 concurrently with the first Closing associated with the Retail Property – Phase 2. Notwithstanding anything contained in the Agreement to the contrary, the Commencement of Construction and Completion of Construction of the Improvements required for the Retail Property – Phase 2 shall not impact the Retail Property – Phase 1 or the Residential Property.

7. Developer's Construction Obligations. Notwithstanding anything contained in the Agreement to the contrary, Erie acknowledges and agrees that the District may perform all or a portion of the Developer's obligations under Section 9 of the Agreement.

8. Assignment. Section 12.1(f) of the Agreement is amended to read as follows:

(f) assignment of its rights to the District, an Affiliate or an entity established by Developer for the closing, construction or financing of the Improvements, or

9. Controlled Fee Schedule. The Parties note that the execution version of the Agreement inadvertently omitted Exhibit E. As such, the Parties hereby agree that Exhibit B attached hereto shall constitute the Controlled Fee Schedule for all purposes under the Agreement.

10. Termination by TOEURA. Section 14.2 of the Agreement is hereby deleted and replaced with the following:

> "14.2 Termination by Erie. TOEURA shall have the right to terminate this Agreement with respect to the Retail Property – Phase 2 as set forth in Section 4 of the Sixth Amendment. TOEURA shall not have the right to terminate this Agreement otherwise."

11. Miscellaneous.

a. Full Force and Effect. Except as amended by this Sixth Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by the Parties. In the event of any conflict between the Agreement, the First Amendment, the Second

Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and this Sixth Amendment, the terms and conditions of this Sixth Amendment shall control.

b. Successors and Assigns. This Sixth Amendment shall be binding upon and inure to the benefit of the Parties and their heirs, personal representatives, successors and assigns.

c. Entire Agreement. This Sixth Amendment contains the entire agreement of the Parties with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by all Parties.

d. Power and Authority. The Parties have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Sixth Amendment.

e. Counterparts. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f. Governing Law and Venue. This Sixth Amendment shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Boulder County, Colorado.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Sixth Amendment to be duly executed as of the Effective Date.

DEVELOPER:

EVERGREEN-287 & ARAPAHOE, L.L.C,
an Arizona limited liability company

By: EVERGREEN DEVELOPMENT COMPANY-2016, L.L.C.,
an Arizona limited liability company
Its: Manager

By: EVERGREEN DEVCO, INC., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Executive Vice President

TOWN OF ERIE, COLORADO

_____
Jennifer Carroll, Mayor

ATTEST:

_____
Jessica Koenig, Town Clerk

TOWN OF ERIE URBAN RENEWAL AUTHORITY
a Colorado urban renewal authority

By: _____
Name: Jennifer Carroll
Title: Madam Chair

EXHIBIT A-1

Depiction of the Retail Property – Phase 1, Retail Property – Phase 2 and the Residential Property

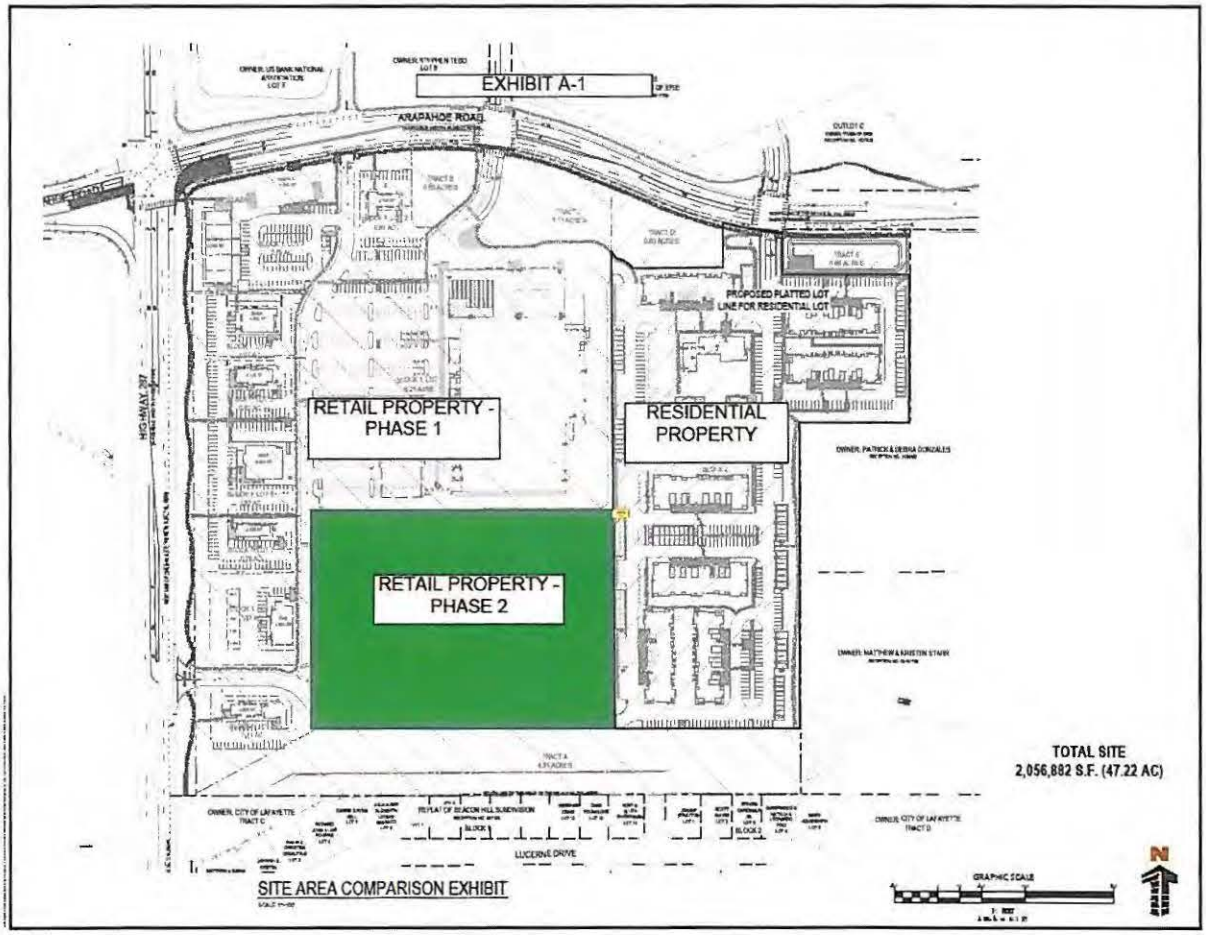


EXHIBIT A-2

Project Vision and Concept

Project Vision

Our vision for Nine Mile is a horizontally integrated, mixed-use **community** that combines neighborhood retail, restaurants and multifamily residential with intentional place-making and building architecture that is a modern interpretation of the Town of Erie's origins as a mining and agriculture town in the 19th-century West. Important to realizing this vision at Nine Mile are 1) securing a strong retail anchor and attracting a mix of local, regional and national restaurants and retailers, 2) integrating high-quality, yet affordable housing to create community, and 3) executing intentional planning, building and landscape architecture to create spaces that are inviting to pedestrians within and the community surrounding Nine Mile.



The forms and materials used in the Nine Mile building designs reflect the local materials and function of building elements found in that era. Gable and shed roof forms, structural knee bracing, and the selective use of metals, stone, masonry and board and batten siding are combined in the Nine Mile building architecture to evoke the imagery of turn-of-the-century Erie.

The complementary use of colors helps to personalize the scale of buildings. When color is used in combination with building forms, it can be used to great effect where people gather to enjoy the outdoors. The Nine Mile gathering space shall be framed by buildings, and when blended with outdoor lighting, outdoor seating, hardscape colors and materials, and landscape architecture it provides for a comfortable, engaging and vibrant entertainment and dining area for Erie neighborhoods and residents.



Design Concepts

Retail











Design Concepts
Residential











EXHIBIT B

CONTROLLED FEE SCHEDULE
(Reflecting 2016 Fee Rates)

BUILDING PERMIT FEES	Unit	Cost/Unit
Plan Review Fee	Percent of Building Fee	65% of Building Permit Fee
Demolition Permit	Flat Fee	$25.00
Building Permit Fee Based upon Valuation	**Total Valuation**	**Fee**
	$1 - $500	$23.50
	$501 to $2,000	$23.50 for the first $500.00 plus $3.05 for each additional $100.00, or fraction thereof, to and including $2,000.00
	$2,001.00 to $25,000.00	$69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
	$25,001.00 to $50,000.00	$391.25 for the first $25,000.00 plus $10.10 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
	$50,001.00 to $100,000.00	$643.75 for the first $50,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00
	$100,001.00 to $500,000.00	$993.75 for the first $100,000.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00
	$500,001.00 to $1,000,000.00	$3,233.75 for the first $500,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
	$1,000,001.00 and up	$5,608.75 for the first $1,000,000.00 plus $3.15 for each additional $1,000.00, or fraction thereof
Town of Erie Use Tax	Percentage	3.5 percent of material costs or 50 percent of job valuation as determined by chief building official
Boulder Co. Open Space Use Tax	Percentage	0.65 percent of material costs or 50 percent of job evaluation as determined by chief building official

Electrical Permit Fee Based upon Total Valuation of Work	**Total Valuation**	**Fee**
	$0.00 to $300.00	$30.00
	$301.00 to $2,000.00	$35.00
	$2,001 to $50,000	$15.00 per thousand or fraction thereof of total valuation
	$50,001 to $500,000	$50.00 plus $14.00 per thousand or fraction thereof of total valuation
	$500,001.00 and up	$550.00 plus $13.00 per thousand or fraction thereof of total valuation
Plumbing Permit Fee Based upon Total Value of Work	**Total Valuation**	**Fee**
	$0.00 to $300.00	$45.00
	$301.00 to $2,000.00	$50.00
	$2,001.00 to $50,000.00	$18.00 per thousand or fraction thereof of total valuation
	$50,001.00 to $500,000.00	$50.00 plus $17.00 per thousand or fraction thereof of total valuation
	$500,001.00 and up	$550.00 plus $16.00 per thousand or fraction thereof of total valuation
Mechanical Permit Fee Based upon Total Value of Work	**Total Valuation**	**Fee**
	$0.00 to $300.00	$35.00
	$301.00 to $2,000.00	$45.00
	$2,001.00 to $50,000.00	$17.00 per thousand or fraction thereof of total valuation
	$50,001.00 to $500,000.00	$50.00 plus $16.00 per thousand or fraction thereof of total valuation
	$500,001.00 and up	$550.00 plus $15.00 per thousand or fraction thereof of total valuation
IMPACT FEES	**Unit**	**Cost/Unit**
Public Facilities Fee	$/1,000 s.f Total Building Area	$1,728.00
Storm Drainage Fee	NA	NA
Transportation Fee	$/1,000 s.f Total Bldg Area	$2,712.00
PUBLIC WORKS FEES		
Grading Permit	Flat Fee	$50.00
Permit to Work in Right-of-way	Flat Fee	$50.00

ZONING/ENTITLEMENT FEES		
PD-Zoning Amendment	Flat Fee	$500.00
Minor Subdivision Plat Fee (Planning and Engineering)	Flat Fee	$1,000 for Planning $1,000 for Engineering
Site Plan Fee	Based on Building Size	
	Greater than 10,000 s.f.	$1,000 for Planning $1,200 for Engineering
	Greater than 2,000 s.f. but Less than 10,000S.f.	$500 for Planning $500 for Engineering
	Less than 2,000 s.f.	$100 for Planning $100 for Engineering
WATER & SANITARY SEWER FEE/CHARGES	**Unit**	**Cost/Unit**
Water Tap & Meter Fee based upon Meter Size	¾ inch	$11,582.00
	1 inch	$19,303.00
	1½ inches	$38,607.00
	2 inches	$61,771.00
	3 inches	$115,820.00
	4 inches	$193,033.00
	6 inches	$386,067.00
Sanitary Sewer Tap based upon Water Tap Size	¾ inch	$5,200.00
	1 inch	$8,667.00
	1½ inches	$17,333.00
	2 inches	$27,733.00
	3 inches	$52,000.00
	4 inches	$86,667.00
	6 inches	$173,333.00
Raw Water Fee (Potable and Non-potable)	Per Acre Ft Required based upon Water Demand Calculation	$17,410.00/Ac.Ft.
Westside Sanitary Sewer Reimbursement Fee	Rate per single-family residential equivalent (SFRE)	$1,500.00/SFRE
NWRF Sanitary Sewer Reimbursement Fee	Rate per single-family residential equivalent (SFRE)	$410.00/SFRE
Stormwater Permit Fee	Rate per single-family residential equivalent (SFRE)	$6.60/SFRE

SEVENTH AMENDMENT TO THE
DISPOSITION AND DEVELOPMENT AGREEMENT

This Seventh Amendment to the Disposition and Development Agreement (this "**Seventh Amendment**") is made as of this 13th day of May, 2020 (the "**Effective Date**"), by and among the TOWN OF ERIE, a Colorado statutory municipality (the "**Town**"), the TOWN OF ERIE URBAN RENEWAL AUTHORITY, a Colorado urban renewal authority ("**TOEURA**", and together with the Town, "**Erie**"), and EVERGREEN-287 & ARAPAHOE, L.L.C., an Arizona limited liability company (the "**Developer**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, Erie and the Developer entered into that certain Disposition and Development Agreement dated March 22, 2016 (the "**Original Agreement**"), pursuant to which Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement; and

WHEREAS, Erie and the Developer entered into that certain First Amendment to the Disposition and Development Agreement dated December 13, 2016 (the "**First Amendment**");

WHEREAS, Erie and the Developer entered into that certain Second Amendment to the Disposition and Development Agreement dated May 1, 2017 (the "**Second Amendment**");

WHEREAS, Erie and the Developer entered into that certain Third Amendment to the Disposition and Development Agreement dated December 12th, 2017 (the "**Third Amendment**");

WHEREAS, Erie and the Developer entered into that certain Fourth Amendment to the Disposition and Development Agreement dated May 8th, 2018 (the "**Fourth Amendment**");

WHEREAS, Erie and the Developer entered into that certain Fifth Amendment to the Disposition and Development Agreement dated August 13, 2019 (the "**Fifth Amendment**");

WHEREAS, Erie and the Developer entered into that certain Sixth Amendment to the Disposition and Development Agreement dated October 22, 2019 (the "**Sixth Amendment**") (the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, are hereinafter collectively referred to as the "**Agreement**");

WHEREAS, Erie and the Developer desire to further amend the Agreement pursuant to the terms of this Seventh Amendment.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Party covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used, but not defined herein shall have the same meaning as set forth in the Agreement.

2. Legal Descriptions. Notwithstanding anything contained in the Agreement to the contrary, Erie and Developer hereby agree that the legal descriptions of the Retail Property – Phase 1, Retail Property – Phase 2 and Residential Property shall be as follows, subject to change in nomenclature and possible addition of recording information as required by Title Company:

Retail Property – Phase 1:

Lots 1-9, inclusive, and Tracts A, B, C-1, C-2, D, E and F,
Nine Mile Corner
County of Boulder, State of Colorado

Retail Property – Phase 2:

Lot 10,
Nine Mile Corner
County of Boulder, State of Colorado

Residential Property:

Lot 11 and Tracts G and H,
Nine Mile Corner
County of Boulder, State of Colorado

As part of the Deed for the legal descriptions above, Erie shall provide a surface waiver for any owned minerals or oil and gas rights reasonably acceptable to the Title Company.

3. Definitions. Erie and Developer hereby agree that the definition of "Force Majeure" set forth in Section 1.1 of the Agreement is hereby amended to specifically include incidence of disease or other illness that reaches epidemic or pandemic proportions, including delays by the Anchor Tenant due to the COVID-19 pandemic and delays with the contemplated issuance of Bonds due to the COVID-19 pandemic.

4. Ditch Relocation. The second sentence of Section 5.2(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

"In the event that Closing occurs, the amount of the Ditch Relocation Advance shall be repaid by the Developer or District to TOEURA on or before the date that is sixty (60) days after the Closing for the Retail Property – Phase 1 and the issuance of the Bonds, without

interest, but in no event shall the Ditch Relocation Advance be repaid later than 120 days after Closing for the Retail Property – Phase 1."."

5. Conveyance; Closing. Section 5.3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Residential Property. The Residential Property shall be conveyed to the Developer or its designated Affiliate by the Deed upon the payment of the Residential Property Purchase Price for Lot 11 on a date agreed upon by Developer and Erie, which date shall be on or before the date that is one hundred twenty (120) days after the Closing on the Retail Property – Phase 1, subject to Force Majeure."

6. Other Approvals. The phrase "no later than November 29, 2019" as the date for the finalization of the agreements as referenced in Section 5.3(e) of the Agreement is hereby deleted and replaced with the phrase "no later than the Closing on the Retail Property – Phase 1" for all purposes under the Agreement.

7. Closing Extensions. Erie and Developer hereby agree that Section 5.7 of the Agreement is hereby amended such that, in order to exercise such extensions, Developer shall deliver written notice to the Town and reasonable evidence of the need for such extension no less than five (5) days prior to the then-scheduled Closing, not thirty (30) days as originally set forth in the Agreement. Erie hereby agrees that Developer may exercise such applicable extensions to additionally accommodate the issuance of the Bonds and any Anchor Tenant delays.

8. Miscellaneous.

a. Full Force and Effect. Except as amended by this Seventh Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by the Parties. In the event of any conflict between the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and this Seventh Amendment, the terms and conditions of this Seventh Amendment shall control.

b. Successors and Assigns. This Seventh Amendment shall be binding upon and inure to the benefit of the Parties and their heirs, personal representatives, successors and assigns.

c. Entire Agreement. This Seventh Amendment contains the entire agreement of the Parties with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by all Parties.

d. Power and Authority. The Parties have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Seventh Amendment.

e. Counterparts. This Seventh Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f. Governing Law and Venue. This Seventh Amendment shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Boulder County, Colorado.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Seventh Amendment to be duly executed as of the Effective Date.

DEVELOPER:

EVERGREEN-287 & ARAPAHOE, L.L.C.,
an Arizona limited liability company

By: EVERGREEN DEVELOPMENT COMPANY-2019, L.L.C.,
an Arizona limited liability company
Its: Manager

By: EVERGREEN DEVCO, INC., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Executive Vice President

TOWN OF ERIE, COLORADO

_____
Jennifer Carroll, Mayor

ATTEST:

_____
Heidi Leatherwood, Town Clerk

TOWN OF ERIE URBAN RENEWAL AUTHORITY

_____
Jennifer Carroll, Chair

ATTEST:

_____

Heidi Leatherwood, Secretary

EIGHTH AMENDMENT TO THE
DISPOSITION AND DEVELOPMENT AGREEMENT

This Eighth Amendment to the Disposition and Development Agreement (this "**Eighth Amendment**") is made as of this 23rd day of Sept., 2020 (the "**Effective Date**"), by and among the TOWN OF ERIE, a Colorado statutory municipality (the "**Town**"), the TOWN OF ERIE URBAN RENEWAL AUTHORITY, a Colorado urban renewal authority ("**TOEURA**", and together with the Town, "**Erie**"), and EVERGREEN-287 & ARAPAHOE, L.L.C., an Arizona limited liability company (the "**Developer**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, the Parties entered into that certain Disposition and Development Agreement dated March 22, 2016 (the "**Original Agreement**"), pursuant to which Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement; and

WHEREAS, the Parties entered into that certain First Amendment to the Disposition and Development Agreement dated December 13, 2016 (the "**First Amendment**");

WHEREAS, the Parties entered into that certain Second Amendment to the Disposition and Development Agreement dated May 1, 2017 (the "**Second Amendment**");

WHEREAS, the Parties entered into that certain Third Amendment to the Disposition and Development Agreement dated December 12th, 2017 (the "**Third Amendment**");

WHEREAS, the Parties entered into that certain Fourth Amendment to the Disposition and Development Agreement dated May 8th, 2018 (the "**Fourth Amendment**");

WHEREAS, the Parties entered into that certain Fifth Amendment to the Disposition and Development Agreement dated August 13, 2019 (the "**Fifth Amendment**");

WHEREAS, the Parties entered into that certain Sixth Amendment to the Disposition and Development Agreement dated October 22, 2019 (the "**Sixth Amendment**");

WHEREAS, the Parties entered into that certain Seventh Amendment to the Disposition and Development Agreement dated May 13, 2020 (the "**Seventh Amendment**") (the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment, are hereinafter collectively referred to as the "**Agreement**");

WHEREAS, the Parties desire to further amend the Agreement pursuant to the terms of this Eighth Amendment.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Party covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used, but not defined herein shall have the same meaning as set forth in the Agreement.

2. Definitions. The Parties hereby agree that the Tax Increment Cap as defined in the Sixth Amendment shall be increased to $12,800,000.

3. Miscellaneous.

a. Full Force and Effect. Except as amended by this Eighth Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by the Parties. In the event of any conflict between the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment , the Seventh Amendment and this Eighth Amendment, the terms and conditions of this Eighth Amendment shall control.

b. Successors and Assigns. This Eighth Amendment shall be binding upon and inure to the benefit of the Parties and their heirs, personal representatives, successors and assigns.

c. Entire Agreement. This Eighth Amendment contains the entire agreement of the Parties with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by all Parties.

d. Power and Authority. The Parties have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Eighth Amendment.

e. Counterparts. This Eighth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f. Governing Law and Venue. This Eighth Amendment shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Boulder County, Colorado.

IN WITNESS WHEREOF, the Parties have caused this Eighth Amendment to be duly executed as of the Effective Date.

TOWN OF ERIE, COLORADO

Jennifer Carroll, Mayor

ATTEST:

Heidi Leatherwood, Town Clerk

TOWN OF ERIE URBAN RENEWAL AUTHORITY

Jennifer Carroll, Chair

ATTEST:

Heidi Leatherwood, Secretary

DEVELOPER:

EVERGREEN-287 & ARAPAHOE, L.L.C.,
an Arizona limited liability company

By: EVERGREEN DEVELOPMENT COMPANY-2019, L.L.C.,
an Arizona limited liability company
Its: Manager

By: EVERGREEN DEVCO, INC., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Executive Vice President

Ninth Amendment to the
Disposition and Development Agreement

This Ninth Amendment to the Disposition and Development Agreement (this "**Ninth Amendment**") is made as of this 16th day of September, 2021 (the "**Effective Date**"), by and among the Town of Erie, a Colorado statutory municipality (the "**Town**"), the Town of Erie Urban Renewal Authority, a Colorado urban renewal authority ("**TOEURA**", and together with the Town, "**Erie**"), and Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company (the "**Developer**") (each a "**Party**" and collectively the "**Parties**").

Whereas, the Parties entered into that certain Disposition and Development Agreement dated March 22, 2016 (the "**Original Agreement**"), pursuant to which Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement; and

Whereas, the Parties entered into that certain First Amendment to the Disposition and Development Agreement dated December 13, 2016 (the "**First Amendment**");

Whereas, the Parties entered into that certain Second Amendment to the Disposition and Development Agreement dated May 1, 2017 (the "**Second Amendment**");

Whereas, the Parties entered into that certain Third Amendment to the Disposition and Development Agreement dated December 12th, 2017 (the "**Third Amendment**");

Whereas, the Parties entered into that certain Fourth Amendment to the Disposition and Development Agreement dated May 8th, 2018 (the "**Fourth Amendment**");

Whereas, the Parties entered into that certain Fifth Amendment to the Disposition and Development Agreement dated August 13, 2019 (the "**Fifth Amendment**");

Whereas, the Parties entered into that certain Sixth Amendment to the Disposition and Development Agreement dated October 22, 2019 (the "**Sixth Amendment**");

Whereas, the Parties entered into that certain Seventh Amendment to the Disposition and Development Agreement dated May 13, 2020 (the "**Seventh Amendment**");

Whereas, the Parties entered into that certain Eighth Amendment to the Disposition and Development Agreement dated September 30, 2020 (the "**Eighth Amendment**") (the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and the Eighth Amendment, are hereinafter collectively referred to as the "**Agreement**");

Whereas, the Parties desire to further amend the Agreement pursuant to the terms of this Ninth Amendment.

Now, Therefore, in consideration of the mutual obligations of the Parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Party covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used, but not defined herein shall have the same meaning as set forth in the Agreement.

2. Controlled Fee Schedule. The Parties hereby acknowledge and agree that the Controlled Fee Schedule attached as Exhibit B to the Sixth Amendment contained a scrivener's error concerning the Boulder County Open Space Use Tax. The Parties hereby agree that the Boulder County Open Space Use Tax as listed on the Controlled Fee Schedule for all purposes under the Agreement shall be as follows:

> Percentage: 0.985 percent of material costs or percent of job evaluation as determined by chief building official

3. Miscellaneous.

a. Full Force and Effect. Except as amended by this Ninth Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by the Parties. In the event of any conflict between the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and this Ninth Amendment, the terms and conditions of this Ninth Amendment shall control.

b. Successors and Assigns. This Ninth Amendment shall be binding upon and inure to the benefit of the Parties and their heirs, personal representatives, successors and assigns.

c. Entire Agreement. This Ninth Amendment contains the entire agreement of the Parties with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by all Parties.

d. Power and Authority. The Parties have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Ninth Amendment.

e. Counterparts. This Ninth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f. Governing Law and Venue. This Ninth Amendment shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Boulder County, Colorado.

In Witness Whereof, the Parties have caused this Ninth Amendment to be duly executed as of the Effective Date.

Town of Erie, Colorado

Jennifer Carroll, Mayor

Attest:

Heidi Leatherwood, Town Clerk

Town of Erie Urban Renewal Authority

Jennifer Carroll, Chair

Attest:

Heidi Leatherwood, Town Clerk

Developer:

Evergreen-287 & Arapahoe, L.L.C.,
an Arizona limited liability company

By: Evergreen Development Company-2019, L.L.C.,
an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc., a California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: Managing Principal

Tenth Amendment to the
Disposition and Development Agreement

This Tenth Amendment to the Disposition and Development Agreement (this "**Tenth Amendment**") is made as of this 26th day of March, 2024 (the "**Effective Date**"), by and among the Town of Erie, a Colorado home rule municipality (the "**Town**"), the Town of Erie Urban Renewal Authority, a Colorado urban renewal authority ("**TOEURA**", and together with the Town, "**Erie**"), and Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company (the "**Developer**") (each a "**Party**" and collectively the "**Parties**").

Recitals

Whereas, the Parties entered into that certain Disposition and Development Agreement dated March 22, 2016 (the "**Original Agreement**"), pursuant to which Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement;

Whereas, the Parties entered into that certain First Amendment to the Disposition and Development Agreement dated December 13, 2016 (the "**First Amendment**");

Whereas, the Parties entered into that certain Second Amendment to the Disposition and Development Agreement dated May 1, 2017 (the "**Second Amendment**");

Whereas, the Parties entered into that certain Third Amendment to the Disposition and Development Agreement dated December 12, 2017 (the "**Third Amendment**");

Whereas, the Parties entered into that certain Fourth Amendment to the Disposition and Development Agreement dated May 8, 2018 (the "**Fourth Amendment**");

Whereas, the Parties entered into that certain Fifth Amendment to the Disposition and Development Agreement dated August 13, 2019 (the "**Fifth Amendment**");

Whereas, the Parties entered into that certain Sixth Amendment to the Disposition and Development Agreement dated October 22, 2019 (the "**Sixth Amendment**");

Whereas, the Parties entered into that certain Seventh Amendment to the Disposition and Development Agreement dated May 13, 2020 (the "**Seventh Amendment**");

Whereas, the Parties entered into that certain Eighth Amendment to the Disposition and Development Agreement dated September 23, 2020 (the "**Eighth Amendment**");

Whereas, the Parties entered into that certain Ninth Amendment to the Disposition and Development Agreement dated September 16, 2021 (the "**Ninth Amendment**") ((the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment the Seventh Amendment, the Eighth Amendment and the Ninth Amendment are hereinafter collectively referred to as the "**Agreement**"); and

Whereas, the Parties desire to further amend the Agreement pursuant to the terms of this Tenth Amendment.

Now, Therefore, in consideration of the mutual obligations of the Parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Party covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used, but not defined herein shall have the same meaning as set forth in the Agreement.

2. Controlled Fee Schedule. The Parties hereby acknowledge and agree that the Controlled Fee Schedule attached as Exhibit B to the Sixth Amendment, and further amended by the Ninth Amendment, shall be further amended as set forth herein. The Parties hereby agree that the Boulder County Open Space Use Tax as listed on the Controlled Fee Schedule for all purposes under this Agreement shall be as follows:

> Percentage: ~~0.985~~ ***That*** percent of material costs or percent of job evaluation as determined by chief building official ***based on the Boulder County Open Space Use Tax, as the same may be amended from time to time.***

3. Miscellaneous.

a. Full Force and Effect. Except as amended by this Tenth Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by the Parties. In the event of any conflict between the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and this Tenth Amendment, the terms and conditions of this Tenth Amendment shall control.

b. Successors and Assigns. This Tenth Amendment shall be binding upon and inure to the benefit of the Parties and their heirs, personal representatives, successors and assigns.

c. Entire Agreement. This Tenth Amendment contains the entire agreement of the Parties with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by all Parties.

d. Power and Authority. The Parties have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Tenth Amendment.

e. Counterparts. This Tenth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f. Governing Law and Venue. This Tenth Amendment shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Boulder County, Colorado.

In Witness Whereof, , the Parties have caused this Tenth Amendment to be duly executed as of the Effective Date.

Town of Erie, Colorado

Justin Brooks, Mayor

ATTEST:

Deputy ~~Debbie Stamp~~, Town Clerk
Michele Crawford

Town of Erie Urban Renewal Authority

Justin Brooks, Chair

Attest:

~~Debbie Stamp~~, Secretary
Michele Crawford,

Developer:

Evergreen-287 & Arapahoe, L.L.C.,
an Arizona limited liability company

By: Evergreen Development Company-2019, L.L.C.,
an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc., a
California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: CEO

Town of Erie Urban Renewal Authority
Resolution No. 25-026

A Resolution of the Board of Commissioners of the Town of Erie Urban Renewal Authority Approving the Eleventh Amendment to the Disposition and Development Agreement with the Town of Erie and Evergreen-287 & Arapahoe, LLC

Whereas, on March 22, 2016, the Authority and Evergreen-287 & Arapahoe, LLC entered into a Disposition and Development Agreement; and

Whereas, the Authority and Evergreen-287 & Arapahoe, LLC amended the Agreement on December 13, 2016, May 1, 2017, December 12, 2017, May 8, 2018, August 13, 2019, October 22, 2019, May 13, 2020, September 23, 2020, and September 16, 2021, and March 26, 2024 and wish to amend the Agreement again.

Now Therefore be it Resolved by the Board of Commissioners of the Town of Erie Urban Renewal Authority that:

Section 1. The Eleventh Amendment to the Disposition and Development Agreement with Evergreen-287 & Arapahoe, LLC is hereby approved in substantially the form attached hereto, subject to approval by the Authority's General Counsel. Upon such approval, the Chair is authorized to execute the Eleventh Amendment on behalf of the Authority.

Adopted this 22nd day of April, 2025.

Andrew J. Moore, Chair

Attest:

Debbie Stamp, Town Clerk

TOWN OF ERIE CORPORATE SEAL COLORADO URBAN RENEWAL AUTHORITY

Eleventh Amendment to the Disposition and Development Agreement
(Nine Mile)

This Eleventh Amendment to the Disposition and Development Agreement (this "Eleventh Amendment") is made as of this 22nd day of April, 2025 (the "Effective Date"), by and among the Town of Erie, a Colorado home rule municipality (the "Town"), the Town of Erie Urban Renewal Authority, a Colorado urban renewal authority ("TOEURA"), and Evergreen-287 & Arapahoe, L.L.C., an Arizona limited liability company ("Developer") (each a "Party" and collectively the "Parties").

Whereas, the Parties entered into a Disposition and Development Agreement dated March 22, 2016 (the "Original Agreement"), pursuant to which Developer agreed to acquire and develop certain real property located in the Town of Erie, Colorado, as more particularly described in the Agreement;

Whereas, the Parties entered into a First Amendment to the Disposition and Development Agreement dated December 13, 2016 (the "First Amendment");

Whereas, the Parties entered a Second Amendment to the Disposition and Development Agreement dated May 1, 2017 (the "Second Amendment");

Whereas, the Parties entered into a Third Amendment to the Disposition and Development Agreement dated December 12, 2017 (the "Third Amendment");

Whereas, the Parties entered into a Fourth Amendment to the Disposition and Development Agreement dated May 8, 2018 (the "Fourth Amendment");

Whereas, the Parties entered into a Fifth Amendment to the Disposition and Development Agreement dated August 13, 2019 (the "Fifth Amendment");

Whereas, the Parties entered into a Sixth Amendment to the Disposition and Development Agreement dated October 22, 2019 (the "Sixth Amendment");

Whereas, the Parties entered into a Seventh Amendment to the Disposition and Development Agreement dated May 13, 2020 (the "Seventh Amendment");

Whereas, the Parties entered into an Eighth Amendment to the Disposition and Development Agreement dated September 23, 2020 (the "Eighth Amendment");

Whereas, the Parties entered into that Ninth Amendment to the Disposition and Development Agreement dated September 16, 2021 (the "Ninth Amendment") ;

Whereas, the Parties entered into a Tenth Amendment to the Disposition and Development Agreement dated March 26, 2024 (the "Tenth Amendment") (the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh

Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment, are hereinafter collectively referred to as the "Agreement"); and

Whereas, the Parties desire to further amend the Agreement pursuant to the terms of this Eleventh Amendment.

Now, Therefore, in consideration of the mutual obligations of the Parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Party covenants and agrees with the other as follows:

1. Capitalized Terms. Capitalized terms used, but not defined herein shall have the same meaning as set forth in the Agreement.

2. Definitions.

A. The Parties hereby agree that the Tax Increment Cap as defined in the Eighth Amendment shall be increased to $13,200,000.

B. The Parties further agree that the definition of "Pledged Property Tax Increment Revenue" as defined in the Sixth Amendment is amended to read as follows:

> "Pledged Property Tax Increment Revenue" means all incremental property tax revenues received by TOEURA generated within the Urban Renewal Plan boundary, net of any offsets retained by the County Treasurer for return of overpayments or as reserve funds as permitted by C.R.S. § 31-25-107(9)(a)(III) and (b), and less that Authority Administrative Fee equal to one percent (1%) of the incremental property tax revenues received by TOEURA generated within the Urban Renewal Plan boundary, which Administrative Fee shall be retained by TOEURA to pay the reasonable and customary administrative costs of TOEURA incurred in connection with TOEURA's obligations under this Agreement, including without limitation the collection, enforcement, disbursement, and administrative fees and costs related to administration of this Agreement. The Administrative Fee shall be deducted annually from the incremental property tax revenues received by the TOEURA."

3. Miscellaneous.

a. *Full Force and Effect*. Except as amended by this Eleventh Amendment, the Agreement as modified herein remains in full force and effect and is hereby ratified by the Parties. In the event of any conflict between the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, and this Eleventh Amendment, the terms and conditions of this Eleventh Amendment shall control.

b. *Successors and Assigns*. This Eleventh Amendment shall be binding upon and inure to the benefit of the Parties and their heirs, personal representatives, successors and assigns.

c. *Entire Agreement*. This Eleventh Amendment contains the entire agreement of the Parties with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by all Parties.

d. *Power and Authority*. The Parties have not assigned or transferred any interest in the Agreement and have full power and authority to execute this Eleventh Amendment.

e. *Counterparts*. This Eleventh Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

f. *Governing Law and Venue*. This Eleventh Amendment shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Boulder County, Colorado.

In Witness Whereof, the Parties have caused this Eleventh Amendment to be duly executed as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Town of Erie Urban Renewal Authority

Andrew J. Moore, Chair

Attest:

Debbie Stamp, Town Clerk

Developer

Evergreen-287 & Arapahoe, L.L.C.,
an Arizona limited liability company

By: Evergreen Development Company-2019, L.L.C.,
an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc., a
California corporation
Its: Manager

By: _____
Name: Tyler Carlson
Its: CEO & Managing Principal

Town Council

Board Meeting Date: 10/14/2025

File #: 25-505, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement Amendment with RockSol Consulting Group for the Downtown Infrastructure Alley Project

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Director of Public Works
Jonathan Williams, Civil Engineer

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

Cost as Recommended:	$128,728.00
Balance Available:	$1,153,309.28
Fund	Storm Drainage Operating Fund
Line Item Number:	340-70-110-605000-150000
New Appropriation Required:	No

POLICY ISSUES:
The policy issue before Council is whether to expend budgeted funds for legal descriptions and acquisition services necessary to acquire Temporary Construction Easements for the Briggs Street Alley Project.

STAFF RECOMMENDATION:
Approve the Resolution

SUMMARY/KEY POINTS

- The Briggs Street Alley Project requires acquisition of 39 Temporary Construction Easements.
- RockSol will provide oversight to generate legal descriptions and parcel acquisition services through an addendum to the original contract.

BACKGROUND OF SUBJECT MATTER:
Alleys on the 500 and 600 blocks adjacent to Briggs Street are located in unimproved right of way,

lacking proper drainage conveyance and can be difficult to access following storm events. Both businesses and residents use the alley for deliveries and access to properties on a daily basis.

A 60% design plan set was completed by Rocksol for the Briggs Street Alley Project. Based on this design, a total of 39 Temporary Construction Easements need to be acquired prior to beginning construction on the project. Each easement will require a legal description, title work, appraisal, and meetings with the property owners. In addition to the easements as identified in the plans, some costs for revisions to the easements based on meeting with each property owner have also been assumed in the scope of work.

The total cost of the addendum request is $128,728.00. This includes $19,600 for 39 legal descriptions, and $109,128 for parcel acquisition negotiation and closing services. Easement acquisition services could not be included in the original contract scope of services because the number of parcels impacted for grading and driveway connections was unknown at that time.

Easement acquisition services are expected to take approximately one year. Construction for this project is anticipated to begin after easement acquisition concludes which is anticipated to be in late 2026 or early 2027.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

☒ Attractive Community Amenities
☒ Engaged and Diverse Community
☒ Prosperous Economy
☒ Well-Maintained Transportation Infrastructure
☐ Small Town Feel
☒ Safe and Healthy Community
☐ Effective Governance
☒ Environmentally Sustainable
☐ Fiscally Responsible

ATTACHMENT(S):

1. Resolution
2. PSA Amendment
3. Vicinity Map

Town of Erie
Resolution No. 25-157

A Resolution of the Town Council of the Town of Erie Approving an Amendment to the Professional Services Agreement with RockSol Consulting Group, Inc. for the Downtown Infrastructure Alley Project

Whereas, on January 14, 2025, the Town and RockSol Consulting Group, Inc. entered into a Professional Services Agreement for the Downtown Infrastructure Alley Project; and

Whereas, the Parties wish to amend the Agreement.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The First Amendment to the Professional Services Agreement with RockSol Consulting Group, Inc. is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the First Amendment on behalf of the Town.

Adopted this 14th day of October, 2025.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Docusign Envelope ID: E4069076-D5D7-48E8-81C3-70DF9F1D8AA5

First Amendment to Agreement for Professional Services
(Downtown Infrastructure Improvements Alley Final Design P24-648)

This First Amendment to Agreement for Professional Services (the "First Amendment") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and RockSol Consulting Group, Inc., an independent contractor with a principal place of business at 12076 Grant Street, Thorton, CO 80241 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on January 14, 2025, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

Whereas, the Parties wish to amend the Agreement as set forth herein.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Additional Services. Exhibit A to the Agreement is hereby amended to include the following additional services:

Contractor shall assist the Town with the acquisition of 39 temporary construction easements necessary for the project. For each temporary construction easement, Contractor shall prepare a legal description, obtain title work, obtain an appraisal and meet with the property owner. Contractor shall also modify the proposed temporary construction easements as necessary based on the meetings with each property owner.

2. Compensation. The total amount of compensation set forth in Section III of the Agreement shall be increased by $128,728.

3. Miscellaneous Provisions. Section IX of the Agreement is hereby amended by the addition of the following new subsections:

M. *Accessibility*. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

Docusign Envelope ID: E4069076-D5D7-48E8-81C3-70DF9F1D8AA5

N. *Electronic Signatures*. The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq*.

4. Remainder of Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect as written.

In Witness Whereof, the Parties have executed this First Amendment as of the Effective Date.

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

Signed by:
Said Sarb
4C62D458GC1B4CF...
_____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2025, by _____ as _____ of RockSol Consulting Group, Inc.

My commission expires:

(Seal)

_____
Notary Public

Certificate Of Completion

Envelope Id: E4069076-D5D7-48E8-81C3-70DF9F1D8AA5
Status: Completed
Subject: Complete with Docusign: Final Draft Amendment 1.pdf
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Julie Alaniz
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
jalaniz@erieco.gov
IP Address: 50.206.104.130

Record Tracking

Status: Original
9/15/2025 10:26:04 AM
Holder: Julie Alaniz
jalaniz@erieco.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Saeid Saeb saeb@rocksol.com Saeid Saeb, President RockSol Consulting Group, Inc. Security Level: Email, Account Authentication (None)	Signed by: Saeid Saeb 4C62D458CC1B4CF... Signature Adoption: Pre-selected Style Using IP Address: 65.153.243.130	Sent: 9/15/2025 10:28:26 AM Viewed: 9/15/2025 11:11:56 AM Signed: 9/15/2025 11:46:08 AM

Electronic Record and Signature Disclosure:
Accepted: 9/15/2025 11:11:56 AM
ID: 451a9b75-f502-461a-9ab4-8f20e9963f50

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jon Williams jwilliams@erieco.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/15/2025 11:46:09 AM Viewed: 9/15/2025 12:05:31 PM

Electronic Record and Signature Disclosure:
Accepted: 8/8/2023 3:27:26 PM
ID: 8f7b9550-c1f9-4bf9-a7cd-3af901f8b9b1

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/15/2025 10:28:26 AM
Certified Delivered	Security Checked	9/15/2025 11:11:56 AM
Signing Complete	Security Checked	9/15/2025 11:46:08 AM
Completed	Security Checked	9/15/2025 11:46:09 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

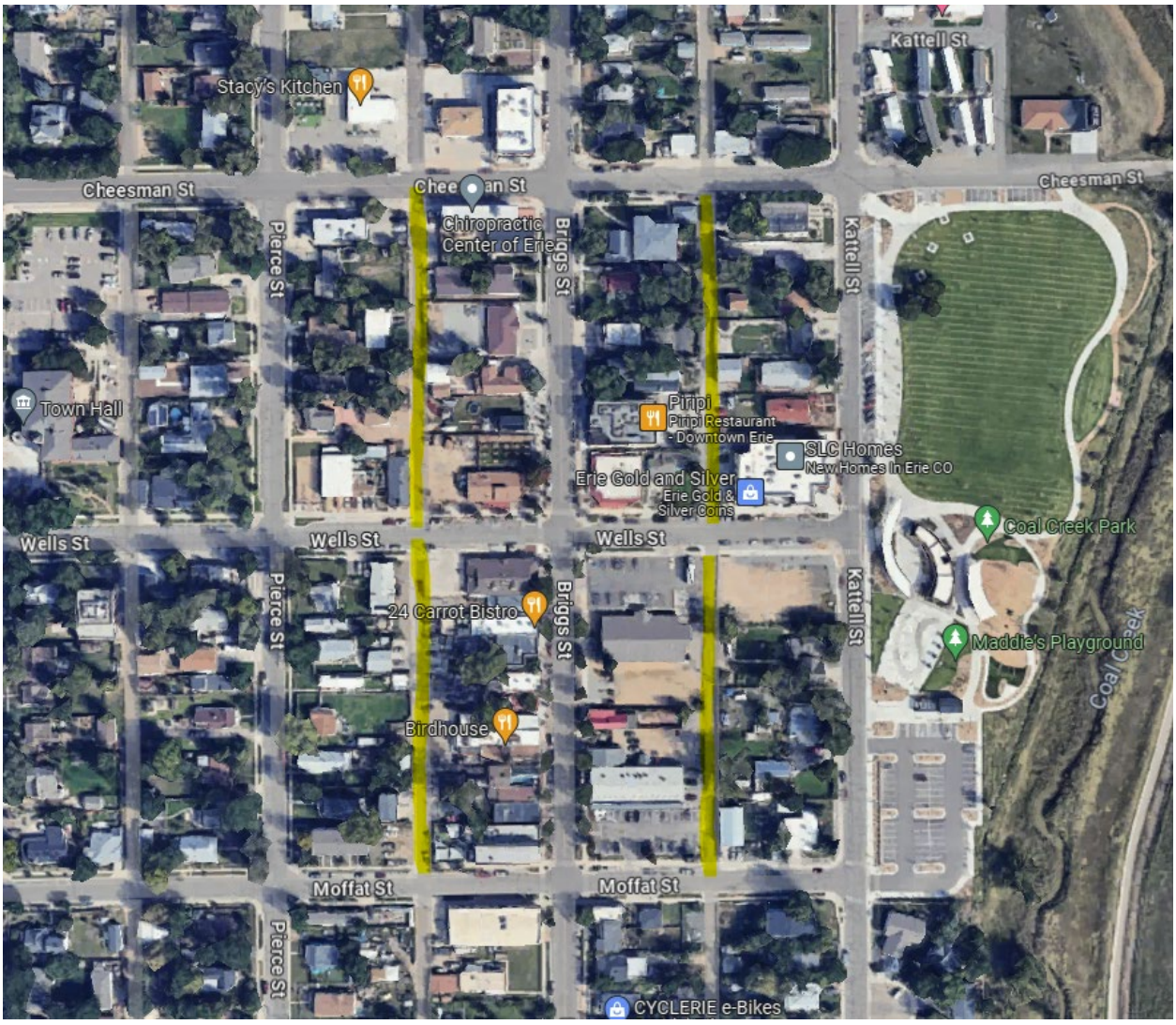
Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.

BRIGGS STREET ALLEY IMPROVEMENT VICINITY MAP



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 10/14/2025

File #: 25-548, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Setting a Public Hearing on the Petition for Organization of the Erie Sports Business Improvement District

DEPARTMENT: Economic Development

PRESENTER(S): Julian Jacquin, Director of Economic Development & TOEURA

TIME ESTIMATE: 0 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
If created, the Erie Indoor Sports Business Improvement District (BID) may issue debt in an amount not to exceed $7,620,000 to finance and construct public improvements within its boundaries. The BID may levy up to 50 mills for debt service and 10 mills for operations and maintenance on taxable real property within the District.

POLICY ISSUES:
Whether to accept the Petition for Organization of a business improvement district for the Erie Indoor Sports complex and set a public hearing date for Council consideration.

STAFF RECOMMENDATION:
Approve Resolution 25-170.

SUMMARY/KEY POINTS

- On Sept. 18, Town staff received the attached Petition from the property owners to form the Erie Indoor Sports BID.
- State law requires Council to adopt a resolution setting the date and time for a public hearing to consider the Petition and proposed District.
- Approving the Resolution would set the public hearing for Tues., Nov. 4, at 6:30 p.m. at the regularly scheduled meeting of the Erie Town Council.

BACKGROUND OF SUBJECT MATTER:

The Town received a Petition from the primary property owners requesting formation of the Erie Indoor Sports Business Improvement District under Part 12, Article 25, Title 31, Colorado Revised Statutes. The proposed District would include approximately 36.1 acres at the southeast corner of County Line Road and Bonnell Avenue.

The District intends to finance, construct, operate, and maintain public improvements to support development of the Erie Indoor Sports project, including roads, utilities, landscaping, marketing, security, and other eligible improvements. State law requires Town Council to set a formal Public Hearing to review the Petition and determine if statutory conditions for organization are met before adopting an ordinance establishing the District.

Approving the Resolution would initiate the formal process required by State statutes and directs publication and mailing of the required public hearing notice.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

☒ Attractive Community Amenities
☐ Engaged and Diverse Community
☒ Prosperous Economy
☒ Well-Maintained Transportation Infrastructure
☐ Small Town Feel
☐ Safe and Healthy Community
☒ Effective Governance
☐ Environmentally Sustainable
☒ Fiscally Responsible

ATTACHMENT(S):

1. Resolution 25-170
2. Petition for Organization of BID 2025-09
3. 2025 and 2026 Operating Plan Erie Sports BID 2025-09

Town of Erie
Resolution No. 25-170

A Resolution of the Town Council of the Town of Erie Setting a Public Hearing on the Petition for Organization of the Erie Sports Business Improvement District

Whereas, the Town Clerk received a petition for the organization of the Erie Sports Business Improvement District (the "Petition") on September 18, 2025;

Whereas, pursuant to C.R.S. § 31-25-1206, the Town Council must set a public hearing on the Petition.

Now, Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

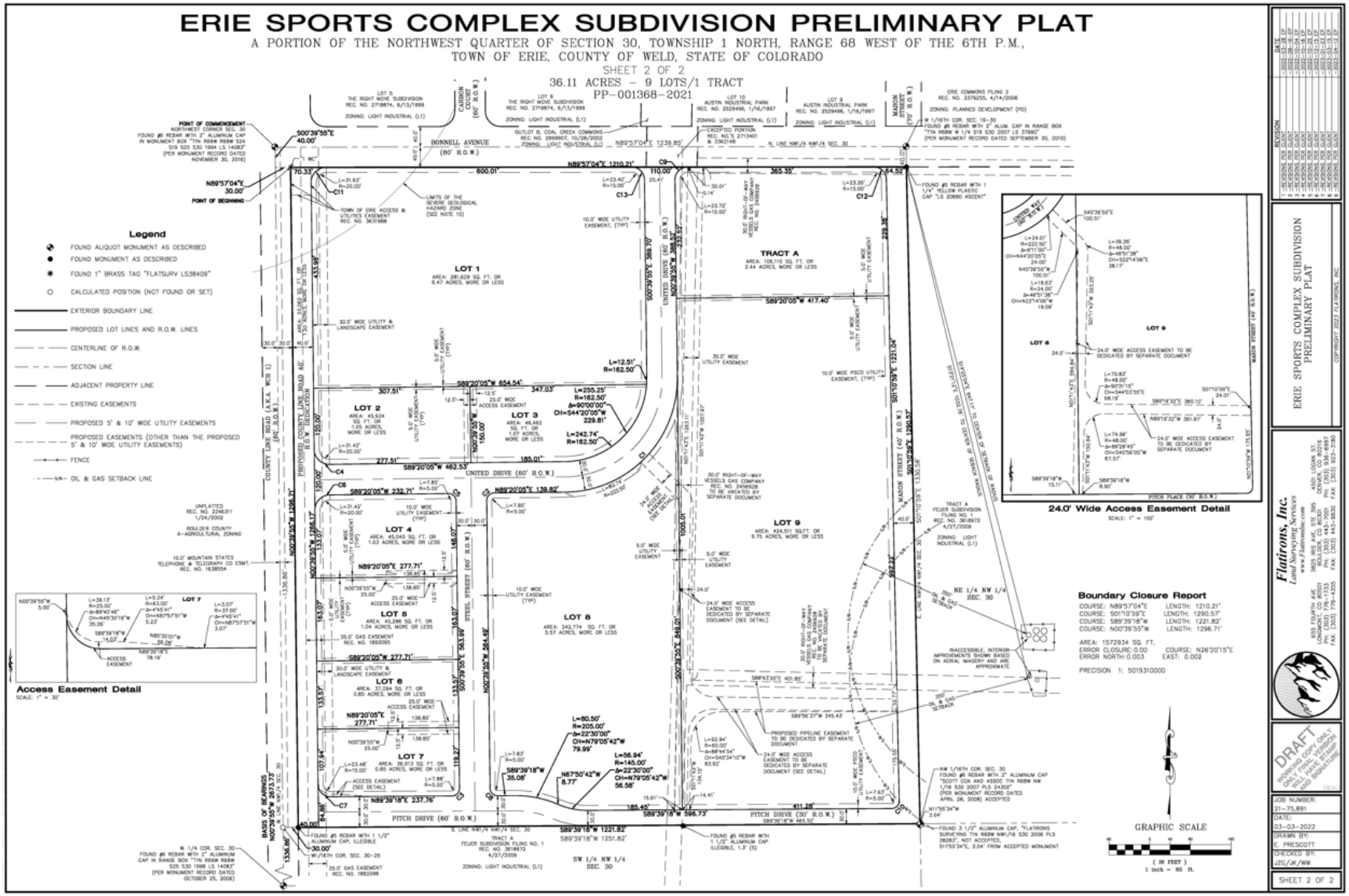
Section 1. The Town Council hereby sets a public hearing on the Petition for November 4, 2025 at 6:30 p.m. or as soon thereafter as the matter may be heard, and directs the Town Clerk to provide notice as required by C.R.S. § 31-25-1206. A copy of the Petition is on file with the Town Clerk and is open for inspection during business hours.

Adopted this 14th day of October, 2025.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk


ERIE SPORTS COMPLEX SUBDIVISION PRELIMINARY PLAT
A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
SHEET 2 OF 2
36.11 ACRES – 9 LOTS/1 TRACT
PP-001368-2021
Legend
Boundary Closure Report
Access Easement Detail
24.0' Wide Access Easement Detail
GRAPHIC SCALE
Flatirons, Inc.
Land Surveying Services
DRAFT
ERIE SPORTS COMPLEX SUBDIVISION PRELIMINARY PLAT
JOB NUMBER: 21-75,891
DATE: 03-03-2022
DRAWN BY: E. PRESCOTT
CHECKED BY: JTO/JK/WW
SHEET 2 OF 2

TOWN OF ERIE, WELD COUNTY, STATE OF COLORADO

PETITION

FOR THE ORGANIZATION OF A BUSINESS IMPROVEMENT DISTRICT IN THE TOWN OF ERIE

The undersigned, who is the owner of taxable real or personal property in the business improvement district proposed herein (the "Petitioner"), hereby petitions the Town Council (the "Town Council") of the Town of Erie, Colorado (the "Town"), for the organization of a business improvement district (the "District") within the Town, pursuant to Part 12, Article 25, Title 31, Colorado Revised Statutes. In support of this petition, the Petitioner states as follows:

1. The name of the proposed District is Erie Sports Business Improvement District.

2. A description of the legal boundaries and service area of the proposed District is set forth in **Exhibit A**, attached hereto and incorporated herein. A map of the legal boundaries and service area of the proposed District is attached hereto and incorporated herein as **Exhibit B**. The District shall be entitled to expand its boundaries pursuant to Section 31-25-1220, Colorado Revised Statutes.

3. The proposed District shall be authorized to undertake and provide services related to any and all "Improvements," as more specifically defined pursuant to Section 31-25-1203(5), Colorado Revised Statutes, and exercise all general powers as described in Section 31-25-1212, Colorado Revised Statutes, except as otherwise limited in any operating plan approved by the Town.

4. The names of three persons representing the Petitioner who have the power to enter into agreements relating to the organization of the proposed District are:

a) Michael Bosma
b) Jennifer Bosma
c) Robert Haas
d) Devan Haas
e) Patrick Kean

5. Petitioner hereby requests that the proposed District be organized.

6. The Petitioner is the owner of real or personal property in the service area of the proposed District (a) having a valuation for assessment of not less than fifty percent (50%) of the valuation for assessment of all real and personal property in the service area of the proposed District, and (b) which comprises at least fifty percent (50%) of the acreage in the legal boundaries of the proposed District.

7. Pursuant to section 31-25-1205(3), Colorado Revised Statutes, this petition is accompanied by a bond deposit of $500.00 which amount has been determined by the Town Manager to be sufficient to cover all expenses connected with the proceedings in case the organization of the proposed District is not effected. If at any time during the organization proceedings the Town Council determines that the bond first executed or the amount of the cash deposited is insufficient in amount, it may require the execution of an additional bond or the deposit of additional cash within a time to be fixed, not less than ten (10) days thereafter, and, upon failure of the Petitioner to file or deposit the same, this petition shall be dismissed.

8. Petitioner hereby requests a designation by the Town Council, after public notice and hearing, that the entire service area of the District is a location for new business or commercial development pursuant to Section 31-25-1203(10), Colorado Revised Statutes.

9. None of the taxable real or personal property to be included in the boundaries of the proposed District is classified for property tax purposes as either residential or agricultural. No property to be included in the boundaries of the proposed District is within the boundaries of another business improvement district authorized under Title 31.

10. Pursuant to Section 31-25-1213, C.R.S., the board of directors of the proposed District will have the power to levy and collect ad valorem property taxes on and against all taxable commercial property within the boundaries of the District, in the amount set forth in, and as further authorized pursuant to, an election to be held within the District.

WHEREFORE, the undersigned Petitioner requests that the above-described Erie Sports Business Improvement District be organized in accordance with Part 12, Article 25, Title 31, Colorado Revised Statutes, and all other statutes and laws of the State of Colorado amendatory thereof or supplemental thereto, and asks the Town Council to take all steps and procedures required by law for the organization of said District; and requests that the Town Council adopt an ordinance declaring the District organized.

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WARNING

DO NOT SIGN THIS PETITION UNLESS YOU OR THE ENTITY YOU ARE SIGNING FOR OWN REAL OR PERSONAL PROPERTY IN THE PROPOSED ERIE SPORTS BUSINESS IMPORVEMENT DISTRICT (the "District"). DO NOT SIGN THIS PETITION UNLESS YOU HAVE READ OR HAVE HAD READ TO YOU THIS PETITION IN ITS ENTIRETY AND UNDERSTAND ITS MEANING.

By signing this Petition, I hereby certify that I or the entity I am signing for own real or personal property in the proposed Erie Sports Business Improvement District.

NAME:

ESC LLC

(Signature)

Michael Bosma
(Print Name)

Manager
(Its)

9/9/2025
(Date)

ADDRESS and/or DESCRIPTION OF TAXABLE REAL OR PERSONAL PROPERTY WITHIN THE DISTRICT REPRESENTED BY THE SIGNATURE

Exhibit A

Legal Description of the Boundaries and Service Area of the District

Legal Description

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30 TO BEAR NORTH 00°39'55" WEST, A DISTANCE OF 2673.73 FEET BETWEEN A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "T1N R69W R68W S25 S30 1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN MONUMENT BOX, "T1N R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST CORNER OF SECTION 30, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

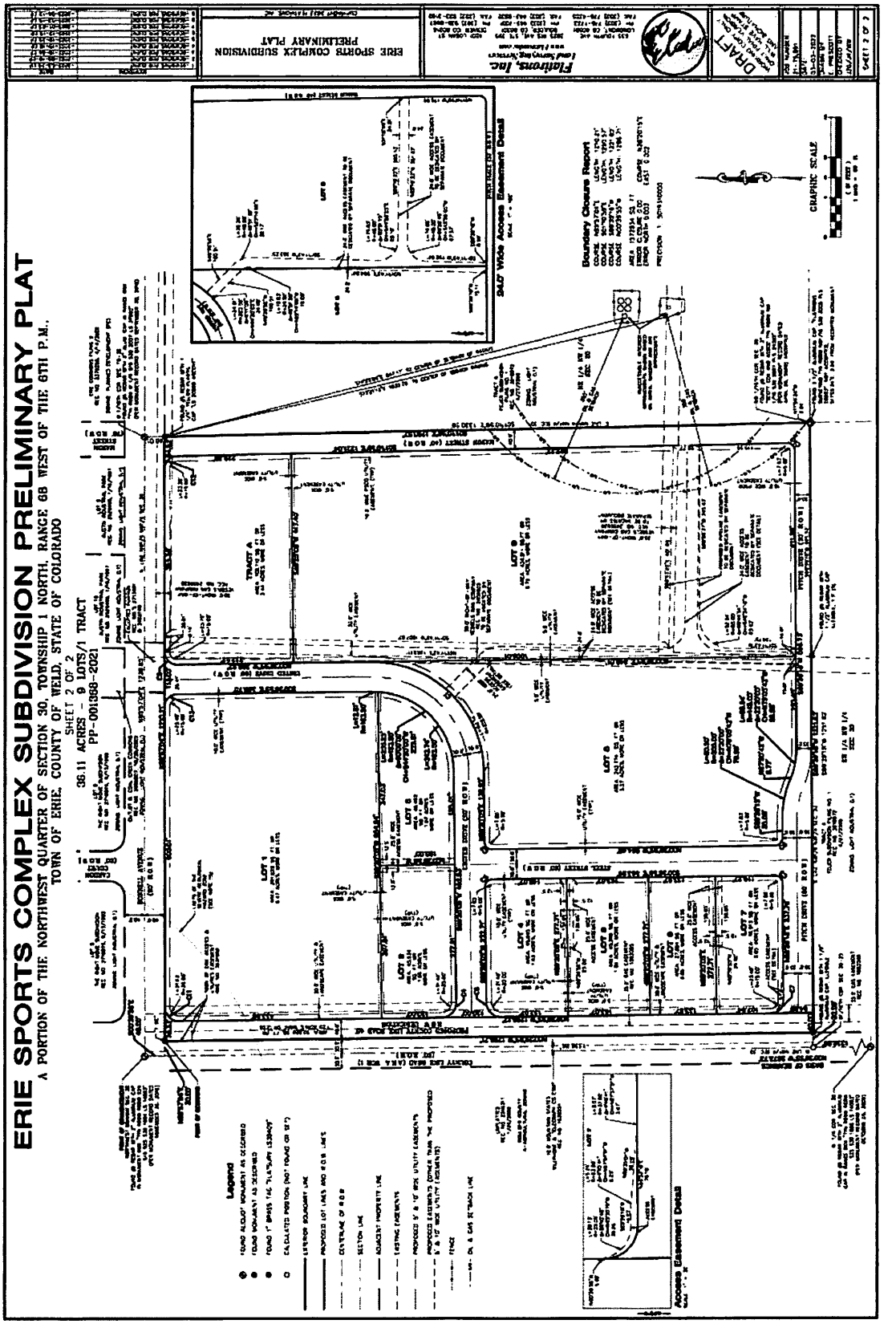
COMMENCING AT SAID NORTHWEST CORNER OF SECTION 30;
THENCE ALONG SAID WEST LINE, SOUTH 00°39'55" EAST, A DISTANCE OF 40.00 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°57'04" EAST, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING;

THENCE ALONG A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/ 4 OF THE NORTHWEST 1/4 OF SAID SECTION 30, NORTH 89°57'04" EAST, A DISTANCE OF 1210.21 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30;
THENCE ALONG SAID EAST LINE, SOUTH 01°10'59" EAST, A DISTANCE OF 1290.57 FEET TO THE NORTHWEST 1/16TH CORNER OF SAID SECTION 30;
THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, SOUTH 89°39'18" WEST, A DISTANCE OF 1221.82 FEET;
THENCE ALONG A LINE LYING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, NORTH 00°39'55" WEST, A DISTANCE OF 1296.71 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,572,934 SQ. FT., OR 36.11 ACRES, MORE OR LESS.

Exhibit B

Map of the Boundaries and Service Area of the District



ERIE SPORTS
BUSINESS IMPROVEMENT DISTRICT

2025 AND 2026 OPERATING PLAN AND BUDGET

(Town of Erie, Weld County, Colorado)

Submitted: September 2025

Prepared by:

2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

EXHIBIT LIST

EXHIBIT A District Contact Information

EXHIBIT B District Legal Description and Map

EXHIBIT C Public Improvement Cost Estimates

EXHIBIT D 2025 and 2026 Budget

EXHIBIT E Financial Plan

I. PURPOSE AND SCOPE OF DISTRICT

A. Requirement for this Operating Plan. §§ 31-25-1201, *et seq*., C.R.S., as amended (the "**Business Improvement District Act**"), specifically § 31-25-1211, C.R.S., requires that the Erie Sports Business Improvement District (the "**District**") file an operating plan and budget (the "**Operating Plan**") with the Town of Erie Town Clerk no later than September 30 of each year.

1. Under the Business Improvement District Act, the Town of Erie (the "**Town**") is to approve the operating plan and budget by the earlier of: (i) within thirty (30) days of submittal of all required information; and (ii) December 5 of the year in which such documents are filed.

2. The District will operate under the authorities and powers allowed under the Business Improvement District Act, as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the Business Improvement District Act, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of bonds to be issued by the District; and (5) such other information as the Town may require.

1. This Operating Plan and any subsequent operating plans that are approved by the Town, will be incorporated herein by reference, and shall remain in full force and effect except as specifically or necessarily modified hereby by amendment approved by the Town Board pursuant to § 31-25-1211, C.R.S.

C. Purposes. As may be further articulated in succeeding year's operating plans, the ongoing and contemplated purposes of the District include the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all the services and public improvements allowed under Colorado law for business improvement districts.

II. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

A. Organization. The District has been organized by the Town as requested in the Petition for Organization.

B. Governance. Pursuant to § 31-25-1209(1)(d), C.R.S., it is anticipated that the Town Council of the Town will appoint the initial board of directors for the District ("**Board of Directors**"), which shall have five members, and shall serve at the pleasure of the Town Board.

C. Board of Directors. The District will be managed by a Board of Directors consisting of five members all of whom shall be voting members. The initial Board members are:

1. Michael Bosma

2. Jennifer Bosma

3. Robert Haas

4. Devan Haas

5. Patrick Kean

Board member and other pertinent contact information is provided in **Exhibit A**.

D. Term Limits. Pursuant to Section 31-25-1209(1)(b), C.R.S., the Directors shall serve at the pleasure of the Town Board.

III. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The District boundaries are 36.11 acres as described and depicted in **Exhibit B.**

IV. SERVICES, ACTIVITIES, PROJECTS AND PUBLIC IMPROVEMENTS

The District will primarily be concerned with the provision of public improvements and services within the boundaries of the District; however, there may be instances where the District will provide public improvements and services outside of the boundaries of the District as part of the project. The District shall have the authority to provide such extraterritorial public improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial public improvements and services shall be as limited by Colorado State law. The public improvements that the District anticipates it will construct, install or cause to be constructed or installed, include those public improvements the cost of which may, in accordance with the Business Improvement District Act, lawfully be paid for by the District, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscape and storm and wastewater management facilities, power and internet utilities, and associated land acquisition and remediation (collectively, the "**Public Improvements**"). The estimated cost of Public Improvements is $6,096,339.94, and an opinion of costs is attached hereto as **Exhibit C**. The costs of such Public Improvements includes the costs of design, acquisition, construction and financing.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Business Improvement District Act, and other applicable statutes, common law and the Constitution of the State of Colorado. The District may provide for ownership, operation, and maintenance of Public Improvements and District facilities as activities of the District itself or by contract with other units of government or the private sector.

The property owners of the District request that the Town designate the territory within the District as a location for new business or commercial development pursuant to § 31-25-1203(10), C.R.S.

V. FINANCIAL PLAN AND BUDGET

A. Budgets. The proposed budget 2025 and 2026 for the District is attached as **Exhibit D**.

B. Authorized Indebtedness. The District is anticipated to hold an election on November 3, 2026 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as may be necessary or convenient for the implementation of Article X, Section 20 of the Colorado Constitution ("**TABOR**"). The initial maximum debt authorization for the District shall be $7,620,000 (the "**Maximum Debt Authorization**"). The District shall not issue debt in excess of the Maximum Debt Authorization without approval by the Town Board through a future or amended Operating Plan and voter approval of the increased debt (if voter approval is required under TABOR). A Financial Plan which supports the Maximum Debt Authorization stated above is attached hereto as **Exhibit E**. No special assessments will be imposed without Town Board approval through an amended Operating Plan.

C. Property Tax and Mill Levy Caps. The District's taxing ability shall be constrained to mill levy limitations of up to 50 mills for debt service, and 10 mills for general operations and administrative expenses due to the on-going operations and maintenance to be undertaken by the District within its boundaries.

D. District Revenues. The District anticipates developer funding for initial revenue sources and thereafter revenues derived from bonds, property taxes, fees, and any other legally available revenues of the District. The District may also be the beneficiary of revenues derived from a privately imposed public improvement fees.

E. Existing Debt Obligations. The District has no outstanding debt obligations. The interest rate on any debt is expected to be the market rate at the time the debt is incurred. In the event of a default, the maximum interest rate on any debt is not permitted to exceed twelve percent (12%). The maximum underwriting discount will be three percent (3%). Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an external financial advisor stating that the net effective interest rate does not exceed a reasonable current market interest rate, given the structure of the financing.

F. Other Financial Obligations. The District may enter into agreements including developer reimbursement agreements or other agreements and leases; as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, or for any other purpose related to the District's activities.

G. No Town Debt. The debt of the District will not constitute a debt or obligation of the Town in any manner. The faith and credit of the Town will not be pledged for the repayment of the debt of the District. These statements will be clearly stated on all offering documents and disclosure statements associated with any debt issued by the District.

VI. ACTIVITIES AND PROJECTS

A. Activities, **Projects, and Public Improvements**. It is anticipated that the District will primarily be engaged in undertaking the organizational process in 2025, and financing and operation and maintenance of Public Improvements in 2026, subject to the needs of the development.

VII. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate a perpetual existence. If the District no longer has such obligations, the District may seek to dissolve pursuant to § 31-25-1225, C.R.S.

VIII. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act, the Colorado Constitution, and the additional information required by the Town. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

EXHIBIT A

DISTRICT CONTACT INFORMATION

District Representative Contact:

Zachary P. White, Esq. (General Counsel)
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Phone: 303-858-1800
Email: zwhite@wbapc.com

EXHIBIT B

DISTRICT LEGAL DESCRIPTION AND MAP

Legal Description

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINING 1,572,934 SQ. FT., OR 36.11 ACRES, MORE OR LESS.

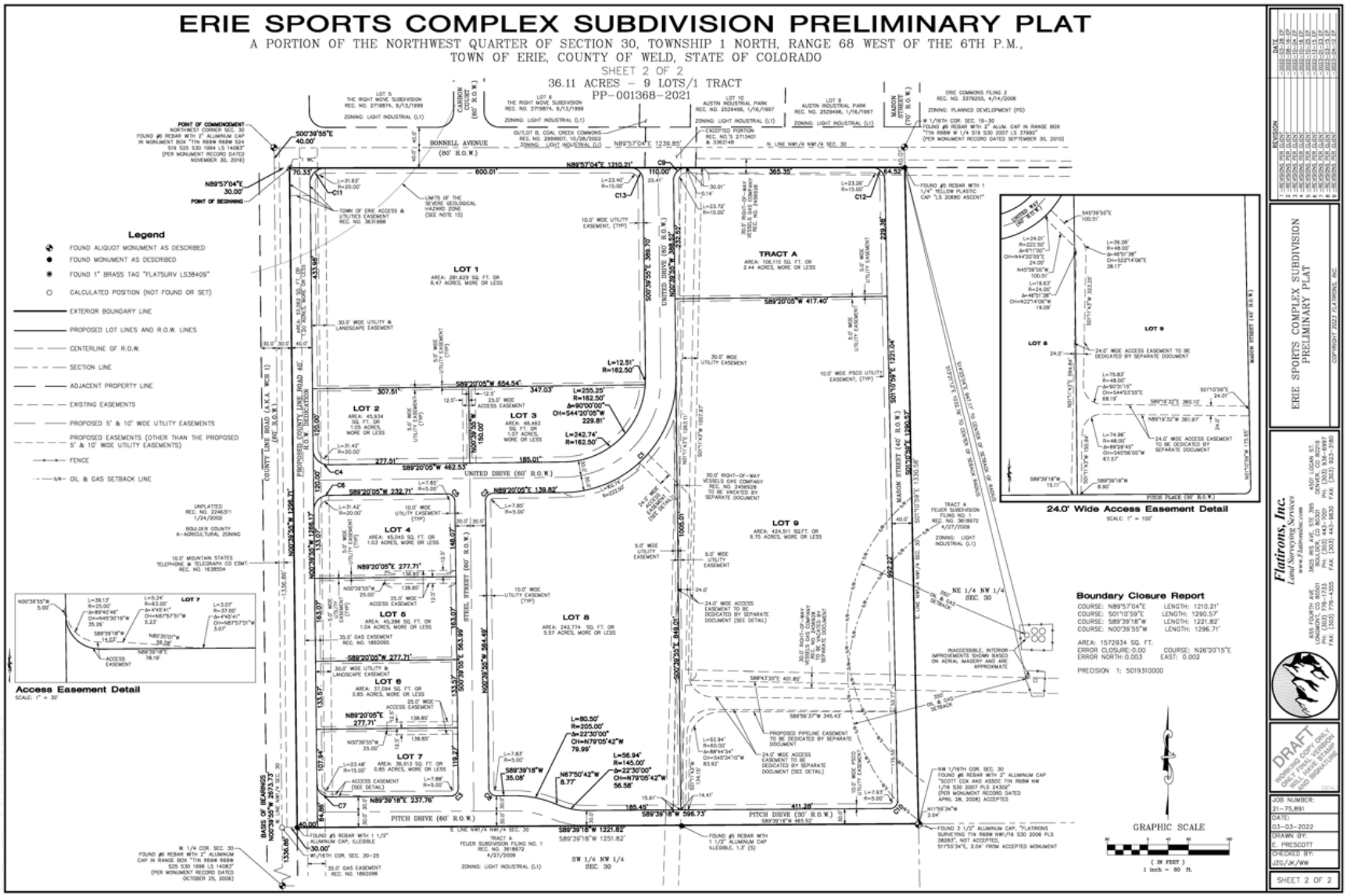

ERIE SPORTS COMPLEX SUBDIVISION PRELIMINARY PLAT
A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
SHEET 2 OF 2
36.11 ACRES – 9 LOTS/1 TRACT
PP-001368-2021
Legend
FOUND ALIQUOT MONUMENT AS DESCRIBED
FOUND MONUMENT AS DESCRIBED
FOUND 1" BRASS TAG "FLATSURV LS38409"
CALCULATED POSITION (NOT FOUND OR SET)
EXTERIOR BOUNDARY LINE
PROPOSED LOT LINES AND R.O.W. LINES
CENTERLINE OF R.O.W.
SECTION LINE
ADJACENT PROPERTY LINE
EXISTING EASEMENTS
PROPOSED 5' & 10' WIDE UTILITY EASEMENTS
PROPOSED EASEMENTS (OTHER THAN THE PROPOSED 5' & 10' WIDE UTILITY EASEMENTS)
FENCE
OIL & GAS SETBACK LINE
BONNELL AVENUE (80' R.O.W.)
UNITED DRIVE (60' R.O.W.)
PITCH DRIVE (60' R.O.W.)
MASON STREET (VARIABLE WIDTH R.O.W.)
COUNTY LINE ROAD (A.K.A. WCR 1) (60' R.O.W.)
STEEL STREET (60' R.O.W.)
PITON PLACE (50' R.O.W.)
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
TRACT A
Access Easement Detail
24.0' Wide Access Easement Detail
Boundary Closure Report
COURSE: N89°57'04"E LENGTH: 1210.21'
COURSE: S01°10'59"E LENGTH: 1290.57'
COURSE: S89°39'18"W LENGTH: 1221.82'
COURSE: N00°39'55"W LENGTH: 1296.71'
AREA: 1572934 SQ. FT.
ERROR CLOSURE: 0.00 COURSE: N26°20'15"E
ERROR NORTH: 0.003 EAST: 0.002
PRECISION 1: 5019310000
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
Flatirons, Inc.
Land Surveying Services
DRAFT
WORKING COPY ONLY
ONLY FINAL VERSION
WILL HAVE STAMP
AND SIGNATURE
JOB NUMBER: 21-75,891
DATE: 03-03-2022
DRAWN BY: E. PRESCOTT
CHECKED BY: JZG/JK/WW
SHEET 2 OF 2
ERIE SPORTS COMPLEX SUBDIVISION
PRELIMINARY PLAT
COPYRIGHT 2022 FLATIRONS, INC.

EXHIBIT C

COST ESTIMATES

JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
Ph: 303.444.1951
Fax: 303.444.1957

Job Name: Erie Indoor Sports
Job Number: 3425c
Date: 07/02/2024
By: AJC/TMP
Phase: Final Plat Resubmittal

Exhibit B: Engineer's Estimate of Probable Cost
for
ERIE INDOOR SPORTS
ERIE, COLORADO

	Quantity	Units	Unit Cost	Total
General Sitework				
Demo Existing 2' Curb & Gutter	230	LF	$16.00	$3,680.00
Demo Existing Asphalt	2,125	SY	$21.00	$44,625.00
Demo Existing Wet Utility Piping & Appertunances	1,276	LF	$35.00	$44,660.00
Pavement Sawcut - Asphalt	1,610	LF	$10.00	$16,100.00
Clear and Grub	30	AC	$7,000.00	$212,800.00
Subgrade - 12" Scarify and Recompact - Gravel Roads	1,083	CY	$3.00	$3,249.00
Subgrade - Scarify and Recompact - Roadway	2,885	CY	$3.00	$8,655.00
Earthwork - Cut and Fill Onsite Material	43,720	CY	$6.50	$284,180.00
Earthwork - Export Excess Cut	1,853	CY	$25.00	$46,325.00
			General Sitework Subtotal	**$664,274.00**
Pavements				
Aggregate Subbase - 12" (County Line Rd)	2,127	TONS	$65.00	$138,255.00
Aggregate Subbase - 8" (Local Roads)	2,935	TONS	$65.00	$190,775.00
Class 6 Base Course - Gravel Paths	1,266	TONS	$65.00	$82,290.00
Asphalt T-Patch (Hand Mill & Patch)	1,900	SF	$24.00	$45,600.00
Asphalt Paving - 8" (County Line Rd)	1,582	TONS	$150.00	$237,300.00
Asphalt Paving - 5" (Local Roads)	2,046	TONS	$150.00	$306,900.00
Concrete - 6" - Sidewalk & Medians	4,775	SY	$105.00	$501,375.00
Concrete - 6" - Drive cuts	220	SY	$105.00	$23,100.00
Concrete - 8" (rebar reinforced) - cross pans	375	SY	$185.00	$69,375.00
Concrete - Curb & Gutter - 2' Pan	6,420	LF	$42.00	$269,640.00
Concrete - Curb & Gutter - Median - 1.5' Pan	113	LF	$39.00	$4,407.00
Concrete - Curb Ramp	10	EA	$2,125.00	$21,250.00
Concrete - Trickle Channel - Detention Pond	291	LF	$100.00	$29,100.00
Striping - Symbols Paint	24	EA	$460.00	$11,040.00
Striping - Thermoplastic	3,605	SF	$25.00	$90,125.00
Signage - Site w/ Bollard - including road closure on Pitch Dr	10	EA	$1,350.00	$13,500.00
Signage - Roadway	13	EA	$1,200.00	$15,600.00
			Pavements Subtotal	**$2,049,632.00**

	Quantity	Units	Unit Cost	Total
Utility - Water				
Irrigation and Service Taps - includes corp and curb stop	19	EA	$5,500.00	$104,500.00
Meter Manhole	19	EA	$6,500.00	$123,500.00
Water Line - 1" Copper	120	LF	$102.00	$12,240.00
Water Line - 1-1/2" Copper	275	LF	$115.00	$31,625.00
Water Line - 2" Copper	80	LF	$132.00	$10,560.00
Water Line - 2-1/2" Copper	25	LF	$149.00	$3,725.00
Water Line - 6" DIP	165	LF	$138.00	$22,770.00
Water Line - 20" DIP	1334	LF	$215.00	$286,810.00
Water Line - 6" PVC C900	205	LF	$116.00	$23,780.00
Water Line - 8" PVC C900	2420	LF	$128.00	$309,760.00
Gate Valve - 6" w/ Box	18	EA	$4,400.00	$79,200.00
Gate Valve - 8" w/ Box	20	EA	$5,200.00	$104,000.00
Gate Valve - 12" w/ Box	3	EA	$6,200.00	$18,600.00
Butterfly Valve - 20" w/ 5' diameter Vault	5	EA	$20,000.00	$100,000.00
Air Reducing Valve - 8"	1	EA	$3,000.00	$3,000.00
Tee - 8"	21	EA	$1,300.00	$27,300.00
Tee - 12"	1	EA	$1,600.00	$1,600.00
Tee - 20"	2	EA	$3,000.00	$6,000.00
Reducer - 20"x12"	2	EA	$1,400.00	$2,800.00
Bend - 8" (less than 90 degrees)	46	EA	$1,100.00	$50,600.00
Bend - 20" (less than 90 degrees)	4	EA	$1,700.00	$6,800.00
Cap - 8"	2	EA	$1,100.00	$2,200.00
Fire Hydrant Assembly - 6"	10	EA	$10,800.00	$108,000.00
Tracer Wire Test Station	1	EA	$1,200.00	$1,200.00
			Utility - Water Subtotal	**$1,440,570.00**
Utility - Sanitary Sewer				
Sewer Line - 6" PVC SDR 35	320	LF	$112.00	$35,840.00
Sewer Line - 8" PVC SDR 35	1,915	LF	$153.00	$292,995.00
Manhole - 4' Diameter	11	EA	$4,900.00	$53,900.00
Service Connection - Cut in Wye	9	EA	$4,500.00	$40,500.00
Video Inspection	1	LS	$5,000.00	$5,000.00
			Utility - Sanitary Sewer Subtotal	**$428,235.00**
Utility - Storm Drainage System				
Storm Line - 12" RCP	87	LF	$110.00	$9,570.00
Storm Line - 18" RCP	592	LF	$125.00	$73,941.25
Storm Line - 24" RCP	198	LF	$160.00	$31,659.20
Storm Line - 30" RCP	386	LF	$185.00	$71,358.20
Storm Line - 36" RCP	369	LF	$215.00	$79,255.45
Storm Line - 42" RCP	555	LF	$250.00	$138,867.50
Storm Line - 48" RCP	95	LF	$290.00	$27,425.30
FES - 12" Concrete w/ Riprap Surround	4	EA	$2,200.00	$8,800.00
FES - 24" Concrete w/ Riprap Surround	2	EA	$3,100.00	$6,200.00
FES - 30" Concrete w/ Riprap Surround	1	EA	$3,500.00	$3,500.00
FES - 48" Concrete w/ Riprap Surround	1	EA	$5,200.00	$5,200.00
Concrete Forebay	1	EA	$5,000.00	$5,000.00
Manhole - 4' Diameter	7	EA	$4,500.00	$31,500.00
Manhole - 5' Diameter	9	EA	$6,500.00	$58,500.00
Manhole - 8' Diameter	1	EA	$12,000.00	$12,000.00
Inlet - Type C Field	1	EA	$5,900.00	$5,900.00
Inlet - Type D Field	1	EA	$7,100.00	$7,100.00
Inlet - 5' Type R	12	EA	$7,800.00	$93,600.00
Inlet - 10' Type R	4	EA	$10,400.00	$41,600.00
Detention Pond Outlet Structure	1	EA	$14,000.00	$14,000.00
			Utility - Storm Drainage System Subtotal	**$724,976.90**

	Quantity	Units	Unit Cost	Total
Erosion Control				
Concrete Washout	3	EA	$3,200.00	$9,600.00
Slope Protection Mat	7836	SY	$6.00	$47,016.00
Inlet Protection	27	EA	$500.00	$13,500.00
Sediment Control Logs - Straw Wattles	14431	LF	$9.00	$129,879.00
Vehicle Tracking Control	8	EA	$4,750.00	$38,000.00
Outfall Protection w/ Riprap	3	EA	$1,500.00	$4,500.00
Fuel Containment Area	1	EA	$3,500.00	$3,500.00
Erosion Control Maintenance (months)	1	LS	$100,000.00	$100,000.00
			Erosion Control Subtotal	**$345,995.00**
Landscaping				
Canopy Tree 2" Cal.	204	EA	$600.00	$122,400.00
Evergreen Tree 6-8' Height	24	EA	$575.00	$13,800.00
Ornamental Tree 1.5' Cal.	35	EA	$450.00	$15,750.00
Deciduous Shrub 5 Gal.	232	EA	$45.00	$10,440.00
Evergreen Shrub 5 Gal.	170	EA	$50.00	$8,500.00
Ornamental Grass 1 Gal.	131	EA	$25.00	$3,275.00
Perennial 1 Gal.	16	EA	$20.00	$320.00
Wood Mulch	7,129	EA	$2.00	$14,258.00
Sod	33,912	EA	$1.25	$42,390.00
Seed Mix-01	121,681	EA	$0.50	$60,840.50
Seed Mix-02	42,926	EA	$0.50	$21,463.00
Soil Prep/Fine Grading	49,514	EA	$0.30	$14,854.20
Steel Edger	611	EA	$4.00	$2,444.00
			Landscaping Subtotal	**$330,734.70**

	Quantity	Units	Unit Cost	Total
Irrigation				
Backflow Assembly 1-1/2"	1	EA	$996.00	$996.00
Type K Copper Tubing 1-1/2"	50	LF	$15.64	$782.00
Backflow Enclosure Strong Box (SBBC-30AL)	1	EA	$600.00	$600.00
Flow Sensor Assembly	1	EA	$325.00	$325.00
Master Valve Assembly	1	EA	$250.00	$250.00
Pedestal Mount Controller w/ Rain Sensor & Ground	1	EA	$2,150.00	$2,150.00
Class 200 PVC Pipe - Mainline 2"	5,000	LF	$1.25	$6,250.00
Class 200 PVC Pipe - Lateral 1"	15,000	LF	$0.42	$6,300.00
Class 200 PVC Pipe - Lateral 1-1/4"	800	LF	$0.64	$512.00
Class 200 PVC Pipe - Lateral 1-1/2"	120	LF	$0.84	$100.80
Class 200 PVC Pipe - Lateral 2"	380	LF	$1.25	$475.00
Schedule 40 PVC Sleeve - 2"	46	LF	$1.25	$57.50
Schedule 40 PVC Sleeve - 3"	793	LF	$2.98	$2,363.14
Schedule 40 PVC Sleeve - 4"	708	LF	$3.13	$2,216.04
Quick Coupler Assembly	18	EA	$105.00	$1,890.00
Round Valve Box w/ "T" lid - 10"	28	EA	$16.54	$463.12
Standard Valve Box w/ "T" lid	36	EA	$27.93	$1,005.48
Jumbo Valve Box w/ "T" lid	10	EA	$45.67	$456.70
Gate Valve Assembly - 2"	10	EA	$146.00	$1,460.00
Remote Control Turf Valve Assembly - 1"	3	EA	$175.00	$525.00
Remote Control Turf Valve Assembly - 1-1/2"	33	EA	$200.00	$6,600.00
Pop-up Spray Sprinklers w/ PRS & Check Valve w/ Spray Nozzle	1,453	EA	$10.00	$14,530.00
Pop-up Spray Sprinklers w/ PRS & Check Valve w/ MPR Nozzle	181	EA	$19.00	$3,439.00
Pop-up Rotor Sprinklers - I-20 Rotor w/ SS riser	23	EA	$30.00	$690.00
Pop-up Rotor Sprinklers - I-25 Rotor w/ SS riser	15	EA	$55.00	$825.00
Remote Control Drip Valve Assembly - 1"	10	EA	$125.00	$1,250.00
Inline Drip Pipe to Trees in Native	3,105	EA	$4.50	$13,972.50
Single Outlet Emitter Assembly	1,064	EA	$2.50	$2,660.00
Polyethylene Drip Pipe - 3/4"	5,200	LF	$0.30	$1,560.00
Drip Flush Cap Assembly	23	EA	$1.75	$40.25
Irrigation Control Wire (14 AWG, Two-Wire)	5,200	LF	$1.00	$5,200.00
Fittings, Wire Connectors, etc.	1	LS	$31,977.81	$31,977.81
			Irrigation Subtotal	**$111,922.34**

PROJECT TOTAL **$6,096,339.94**

Engineer's opinions of probable Construction Cost provided for herein are to made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes to greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.

EXHIBIT D

BUDGETS

ERIE SPORTS BUSINESS IMPROVEMENT DISTRICT
Assessed Value, Property Tax and Mill Levy Information

	2025 Budget	2026 Budget
Assessed Valuation	$0.00	$0.00
Mill Levy		
General Fund	0.000	0.000
Debt Service Fund	0.000	0.000
Temporary Mill Levy Reduction	0.000	0.000
Refunds and Abatements	0.000	0.000
Total Mill Levy	0.000	0.000
Property Taxes		
General Fund	$ -	$ -
Debt Service Fund	$ -	$ -
Temporary Mill Levy Reduction	$ -	$ -
Refunds and Abatements	$ -	$ -
Actual/Budgeted Property Taxes	$ -	$ -

ERIE SPORTS BUSINESS IMPROVEMENT DISTRICT
Assessed Value, Property Tax and Mill Levy Information

GENERAL FUND
2025 AND 2026 BUDGET

				2025 Budget	2026 Budget
BEGINNING FUND BALANCE				$ -	$ -
REVENUE					
Property Tax Revenue				$ -	$ -
Specific Ownership Taxes				$ -	$ -
Developer Advance				$ 45,000.00	$ 45,000.00
Interest Income					
Miscellaneous Income					
Total Revenue				$ 45,000.00	$ 45,000.00
Total Funds Available				$ 45,000.00	$ 45,000.00
EXPENDITURES					
Accounting				$ 8,000.00	$ 8,000.00
Audit				$ -	$ 500.00
Directors' Fees				$ -	$ -
Election				$ 15,000.00	$ 15,000.00
Insurance/SDA Dues				$ 3,000.00	$ 3,000.00
Legal				$ 12,000.00	$ 12,000.00
Contingency				$ 5,000.00	$ 5,000.00
Total Expenditures				$ 43,000.00	$ 43,500.00
Emergency Reserve (3%)				$ 1,290.00	$ 1,305.00
Total Expenditures Requiring Appropriation				$ 44,290.00	$ 44,805.00
ENDING FUND BALANCE				$ 710.00	$ 195.00

ERIE SPORTS BUSINESS IMPROVEMENT DISTRICT
Assessed Value, Property Tax and Mill Levy Information

CAPITAL PROJECTS FUND
2025 AND 2026 BUDGETS

	2025 Budget	2026 Budget
BEGINNING FUND BALANCE	$ -	$ -
REVENUE		
Bond Proceeds	$ -	$ -
System Development Fees	$ -	$ -
Developer Advance	$ -	$ -
Interest Income	$ -	$ -
Transfer from Debt Service	$ -	$ -
Total Revenue	$ -	$ -
Total Funds Available	$ -	$ -
EXPENDITURES		
Accounting	$ -	$ -
Bond Issuance Costs	$ -	$ -
Organization Costs	$ -	$ -
Legal	$ -	$ -
Management	$ -	$ -
Capital Outlay	$ -	$ -
Contributed Assets	$ -	$ -
Utilities	$ -	$ -
Project Management	$ -	$ -
Engineering	$ -	$ -
Transfer to Debt Service	$ -	$ -
Total Expenditures	$ -	$ -
Total Expenditures Requiring Appropriation	$ -	$ -
ENDING FUND BALANCE	$ -	$ -

ERIE SPORTS BUSINESS IMPROVEMENT DISTRICT
Assessed Value, Property Tax and Mill Levy Information

DEBT SERVICE FUND
2025 AND 2026 PROPOSED BUDGET

	2025 Budget	2026 Budget
BEGINNING FUND BALANCE		
REVENUE		
Property Tax Revenue	$ -	$ -
Specific Ownership Taxes	$ -	$ -
Bond Proceeds	$ -	$ -
Developer Advance	$ -	$ -
Interest Income	$ -	$ -
Miscellaneous Income	$ -	$ -
Total Revenue	$ -	$ -
Total Funds Available	$ -	$ -
EXPENDITURES		
Bond Principal	$ -	$ -
Bond Interest	$ -	$ -
Bond Issuance Costs	$ -	$ -
Letter of Credit Fees	$ -	$ -
Paying Agent Fees	$ -	$ -
Treasurer's Fees (1.5%)	$ -	$ -
Transfer to Capital Projects	$ -	$ -
Total Expenditures	$ -	$ -
Total Expenditures Requiring Appropriation	$ -	$ -
ENDING FUND BALANCE	$ -	$ -

EXHIBIT E

FINANCIAL PLAN

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Weld County, Colorado
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**GENERAL OBLIGATION BONDS, SERIES 2027**
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037**
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Service Plan

Bond Assumptions	**Series 2027**	**Series 2037**	**Total**
Closing Date	12/1/2027	12/1/2037	
First Call Date	12/1/2032	12/1/2047	
Final Maturity	12/1/2057	12/1/2067	
Sources of Funds			
Par Amount	10,525,000	13,630,000	**24,155,000**
Funds on Hand	0	1,133,000	**1,133,000**
Total	10,525,000	14,763,000	**25,288,000**
Uses of Funds			
Project Fund	**$8,387,125**	**$5,054,850**	**$13,441,975**
Refunding Escrow	0	9,440,000	**9,440,000**
Debt Service Reserve	838,000	0	**838,000**
Capitalized Interest	789,375	0	**789,375**
Costs of Issuance	510,500	268,150	**778,650**
Total	10,525,000	14,763,000	**25,288,000**
Bond Features			
Projected Coverage	100x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Inv. Grade	
Average Coupon	5.000%	4.000%	
Annual Trustee Fee	$4,000	$4,000	
Biennial Reassessment			
Residential	2.00%	2.00%	
Commercial	2.00%	2.00%	

Taxing Authority Assumptions	
Metropolitan District Revenue	
Residential Assessment Ratio	
Service Plan Gallagherization Base	6.80%
Current Assumption	6.80%
Residential (Multi-Family) Assessment Ratio	
Service Plan Gallagherization Base	6.80%
Current Assumption	6.80%
Commercial Assessment Ratio	
Service Plan Gallagherization Base	25.00%
Current Assumption	25.00%
Debt Service Mills	
Service Plan Mill Levy Cap (Unadj.)	50.000
Target Mill Levy	50.000
Specific Ownership Taxes	6.00%
County Treasurer Fee	1.50%
Increment Financing	
Sales Tax Revenue	
Add-on Sales PIF	1.00%
Operations	
Operations Mill Levy	10.000
Total Mill Levy	60.000

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Development Summary

	Commercial							
	Lot 1 Storage	Lot 2 Retail / Car wash	Lot 3 Retail / Ziggy's coffee	Lot 4 Retail	Lot 5 Retail	Lot 6 Retail / Liquor Store	Lot 7 Retail / Fast food	Lot 8 / Indoor Sports Facility (Non-Profit)
Statutory Actual Value (2025)	**$110**	**$300**	**$325**	**$325**	**$325**	**$400**	**$400**	**$0**
Sales (2025)	**$0 / sf**	**$250 / sf**	**$400 / sf**	**$250 / sf**	**$250 / sf**	**$400 / sf**	**$400 / sf**	**$0 / sf**
Sales Collected (%)	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**
2025	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-
2027	31,666	13,000	-	12,000	-	7,000	-	-
2028	31,666	-	13,000	-	-	-	7,000	-
2029	31,666	-	-	-	-	-	-	-
2030	-	-	-	-	12,000	-	-	-
2031	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-
Total Units	94,998	13,000	13,000	12,000	12,000	7,000	7,000	-
Total Statutory Actual Value	**$10,449,780**	**$3,900,000**	**$4,225,000**	**$3,900,000**	**$3,900,000**	**$2,800,000**	**$2,800,000**	**$**
Annual Sales	**$**	**$3,250,000**	**$5,200,000**	**$3,000,000**	**$3,000,000**	**$2,800,000**	**$2,800,000**	**$**

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Development Summary

	Commercial								
	Lot 9 / Sports Facility / Fields (T-E)	Product J	Product K	Product L	Product M	Product N	Product O	Product P	Total Commercial
Statutory Actual Value (2025)	$0	$	$	$	$	$	$	$	
Sales (2025)	$0 / sf	$ / sf	$ / sf	$ / sf	$ / sf	$ / sf	$ / sf	$ / sf	
Sales Collected (%)	100%	100%	100%	100%	100%	100%	100%	100%	
2025	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	63,666
2028	-	-	-	-	-	-	-	-	51,666
2029	-	-	-	-	-	-	-	-	31,666
2030	-	-	-	-	-	-	-	-	12,000
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
Total Units	-	-	-	-	-	-	-	-	158,998
Total Statutory Actual Value	$	$	$	$	$	$	$	$	$31,974,780
Annual Sales	$	$	$	$	$	$	$	$	$20,050,000

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT

Assessed Value Calculation

	Vacant Land			Commercial						Total
	Cumulative Statutory Actual Value[1]	VAR	Assessed Value in Collection Year (2-year lag)	Total Commercial SF	Total Hotel Rooms	Biennial Reassessment 2.00%	Cumulative Statutory Actual Value (after Exemptions)	CAR	Assessed Value in Collection Year (2-year lag) 29.00%	Assessed Value in Collection Year (2-year lag)
2023	0	29.00%	***0***	0	0		0	29.00%	0	0
2024	0	27.90%	***0***	0	0	0	0	27.90%	0	0
2025	0	27.90%	***0***	0	0		0	27.90%	0	0
2026	1,408,326	27.00%	0	0	0	0	0	27.00%	0	0
2027	1,050,826	26.00%	0	63,666	0		14,652,224	26.00%	0	0
2028	348,326	25.00%	352,082	51,666	0	293,044	26,096,718	25.00%	0	352,082
2029	390,000	25.00%	262,707	31,666	0		29,867,110	25.00%	3,663,056	3,925,762
2030	0	25.00%	87,082	12,000	0	597,342	34,770,368	25.00%	6,524,179	6,611,261
2031	0	25.00%	97,500	0	0		34,770,368	25.00%	7,466,778	7,564,278
2032	0	25.00%	0	0	0	695,407	35,465,775	25.00%	8,692,592	8,692,592
2033	0	25.00%	0	0	0		35,465,775	25.00%	8,692,592	8,692,592
2034	0	25.00%	0	0	0	709,316	36,175,091	25.00%	8,866,444	8,866,444
2035	0	25.00%	0	0	0		36,175,091	25.00%	8,866,444	8,866,444
2036	0	25.00%	0	0	0	723,502	36,898,592	25.00%	9,043,773	9,043,773
2037	0	25.00%	0	0	0		36,898,592	25.00%	9,043,773	9,043,773
2038	0	25.00%	0	0	0	737,972	37,636,564	25.00%	9,224,648	9,224,648
2039	0	25.00%	0	0	0		37,636,564	25.00%	9,224,648	9,224,648
2040	0	25.00%	0	0	0	752,731	38,389,296	25.00%	9,409,141	9,409,141
2041	0	25.00%	0	0	0		38,389,296	25.00%	9,409,141	9,409,141
2042	0	25.00%	0	0	0	767,786	39,157,081	25.00%	9,597,324	9,597,324
2043	0	25.00%	0	0	0		39,157,081	25.00%	9,597,324	9,597,324
2044	0	25.00%	0	0	0	783,142	39,940,223	25.00%	9,789,270	9,789,270
2045	0	25.00%	0	0	0		39,940,223	25.00%	9,789,270	9,789,270
2046	0	25.00%	0	0	0	798,804	40,739,028	25.00%	9,985,056	9,985,056
2047	0	25.00%	0	0	0		40,739,028	25.00%	9,985,056	9,985,056
2048	0	25.00%	0	0	0	814,781	41,553,808	25.00%	10,184,757	10,184,757
2049	0	25.00%	0	0	0		41,553,808	25.00%	10,184,757	10,184,757
2050	0	25.00%	0	0	0	831,076	42,384,884	25.00%	10,388,452	10,388,452
2051	0	25.00%	0	0	0		42,384,884	25.00%	10,388,452	10,388,452
2052	0	25.00%	0	0	0	847,698	43,232,582	25.00%	10,596,221	10,596,221
2053	0	25.00%	0	0	0		43,232,582	25.00%	10,596,221	10,596,221
2054	0	25.00%	0	0	0	864,652	44,097,234	25.00%	10,808,145	10,808,145
2055	0	25.00%	0	0	0		44,097,234	25.00%	10,808,145	10,808,145
2056	0	25.00%	0	0	0	881,945	44,979,178	25.00%	11,024,308	11,024,308
2057	0	25.00%	0	0	0		44,979,178	25.00%	11,024,308	11,024,308
2058	0	25.00%	0	0	0	899,584	45,878,762	25.00%	11,244,795	11,244,795
2059	0	25.00%	0	0	0		45,878,762	25.00%	11,244,795	11,244,795
2060	0	25.00%	0	0	0	917,575	46,796,337	25.00%	11,469,690	11,469,690
2061	0	25.00%	0	0	0		46,796,337	25.00%	11,469,690	11,469,690
2062	0	25.00%	0	0	0	935,927	47,732,264	25.00%	11,699,084	11,699,084
2063	0	25.00%	0	0	0		47,732,264	25.00%	11,699,084	11,699,084
2064	0	25.00%	0	0	0	954,645	48,686,909	25.00%	11,933,066	11,933,066
2065	0	25.00%	0	0	0		48,686,909	25.00%	11,933,066	11,933,066
2066	0	25.00%	0	0	0	973,738	49,660,647	25.00%	12,171,727	12,171,727
2067	0	25.00%	0	0	0		49,660,647	25.00%	12,171,727	12,171,727
Total				158,998	0	15,780,666				

1. Vacant land value calculated in year prior to construction as 10% of built-out market value

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT

Revenue Calculation

	District Mill Levy Revenue				Sales Tax Revenue		Expenses		Total
	Assessed Value in Collection Year (2-year lag)	District Mill Levy[1] 50.000 SP Cap 50.000 Target	Debt Mill Levy Collections 100%	Specific Ownership Taxes 6.00%	Taxable Sales Revenue Inflated at 1.0%	Add-on Sales PIF 1.00% Rate through 2067	County Treasurer Fee 1.50%	Annual Trustee Fee $4,000	Revenue Available for Debt Service
2023	0	0.000	0	0	0	0	0	0	0
2024	0	0.000	0	0	0	0	0	0	0
2025	0	0.000	0	0	0	0	0	0	0
2026	0	0.000	0	0	0	0	0	0	0
2027	0	0.000	0	0	4,615,953	46,160	0	0	46,160
2028	352,082	50.000	17,516	1,051	11,114,372	111,144	(263)	(4,000)	125,448
2029	3,925,762	50.000	195,307	11,718	15,661,090	156,611	(2,930)	(4,000)	356,706
2030	6,611,261	50.000	328,910	19,735	19,496,236	194,962	(4,934)	(4,000)	534,674
2031	7,564,278	50.000	376,323	22,579	20,487,339	204,873	(5,645)	(4,000)	594,131
2032	8,692,592	50.000	432,456	25,947	21,496,314	214,963	(6,487)	(4,000)	662,880
2033	8,692,592	50.000	432,456	25,947	21,711,277	217,113	(6,487)	(4,000)	665,030
2034	8,866,444	50.000	441,106	26,466	21,928,390	219,284	(6,617)	(4,000)	676,239
2035	8,866,444	50.000	441,106	26,466	22,147,674	221,477	(6,617)	(4,000)	678,432
2036	9,043,773	50.000	449,928	26,996	22,369,150	223,692	(6,749)	(4,000)	689,866
2037	9,043,773	50.000	449,928	26,996	22,592,842	225,928	(6,749)	(4,000)	692,103
2038	9,224,648	50.000	458,926	27,536	22,818,770	228,188	(6,884)	(4,000)	703,766
2039	9,224,648	50.000	458,926	27,536	23,046,958	230,470	(6,884)	(4,000)	706,048
2040	9,409,141	50.000	468,105	28,086	23,277,428	232,774	(7,022)	(4,000)	717,944
2041	9,409,141	50.000	468,105	28,086	23,510,202	235,102	(7,022)	(4,000)	720,272
2042	9,597,324	50.000	477,467	28,648	23,745,304	237,453	(7,162)	(4,000)	732,406
2043	9,597,324	50.000	477,467	28,648	23,982,757	239,828	(7,162)	(4,000)	734,780
2044	9,789,270	50.000	487,016	29,221	24,222,584	242,226	(7,305)	(4,000)	747,158
2045	9,789,270	50.000	487,016	29,221	24,464,810	244,648	(7,305)	(4,000)	749,580
2046	9,985,056	50.000	496,757	29,805	24,709,458	247,095	(7,451)	(4,000)	762,205
2047	9,985,056	50.000	496,757	29,805	24,956,553	249,566	(7,451)	(4,000)	764,676
2048	10,184,757	50.000	506,692	30,401	25,206,119	252,061	(7,600)	(4,000)	777,554
2049	10,184,757	50.000	506,692	30,401	25,458,180	254,582	(7,600)	(4,000)	780,075
2050	10,388,452	50.000	516,825	31,010	25,712,762	257,128	(7,752)	(4,000)	793,210
2051	10,388,452	50.000	516,825	31,010	25,969,889	259,699	(7,752)	(4,000)	795,782
2052	10,596,221	50.000	527,162	31,630	26,229,588	262,296	(7,907)	(4,000)	809,180
2053	10,596,221	50.000	527,162	31,630	26,491,884	264,919	(7,907)	(4,000)	811,803
2054	10,808,145	50.000	537,705	32,262	26,756,803	267,568	(8,066)	(4,000)	825,470
2055	10,808,145	50.000	537,705	32,262	27,024,371	270,244	(8,066)	(4,000)	828,146
2056	11,024,308	50.000	548,459	32,908	27,294,614	272,946	(8,227)	(4,000)	842,086
2057	11,024,308	50.000	548,459	32,908	27,567,561	275,676	(8,227)	(4,000)	844,816
2058	11,244,795	50.000	559,429	33,566	27,843,236	278,432	(8,391)	(4,000)	859,035
2059	11,244,795	50.000	559,429	33,566	28,121,669	281,217	(8,391)	(4,000)	861,819
2060	11,469,690	50.000	570,617	34,237	28,402,885	284,029	(8,559)	(4,000)	876,324
2061	11,469,690	50.000	570,617	34,237	28,686,914	286,869	(8,559)	(4,000)	879,164
2062	11,699,084	50.000	582,029	34,922	28,973,783	289,738	(8,730)	(4,000)	893,959
2063	11,699,084	50.000	582,029	34,922	29,263,521	292,635	(8,730)	(4,000)	896,856
2064	11,933,066	50.000	593,670	35,620	29,556,156	295,562	(8,905)	(4,000)	911,947
2065	11,933,066	50.000	593,670	35,620	29,851,718	298,517	(8,905)	(4,000)	914,902
2066	12,171,727	50.000	605,543	36,333	30,150,235	301,502	(9,083)	(4,000)	930,295
2067	12,171,727	50.000	605,543	36,333	30,451,737	304,517	(9,083)	(4,000)	933,310
Total			19,437,841	1,166,270		9,973,691	(291,568)	(160,000)	30,126,235

1. Estimated; Annual mill expected to fluctuate with future legislative/market value exemptions (tbd).

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Senior Debt Service

	Total	Net Debt Service				Senior Surplus Fund			Ratio Analysis	
		Series 2027	Series 2037							
	Revenue Available for Debt Service	Dated: 12/1/27 Par: $10,525,000 Proj: $8,387,125	Dated: 12/1/37 Par: $13,630,000 Proj: $5,054,850 Esc: $9,440,000	Total	Funds on Hand as a Source	Annual Surplus	Cumulative Balance $1,052,500 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
2023	0									
2024	0									
2025	0									
2026	0									
2027	46,160	0		0		46,160	*46,160*	*0*	n/a	n/a
2028	125,448	0		0		125,448	*171,608*	*0*	2989%	n/a
2029	356,706	263,125		263,125		93,581	*265,189*	*0*	268%	136%
2030	534,674	526,250		526,250		8,424	*273,612*	*0*	159%	102%
2031	594,131	591,250		591,250		2,881	*276,493*	*0*	139%	100%
2032	662,880	658,000		658,000		4,880	*281,373*	*0*	120%	101%
2033	665,030	661,250		661,250		3,780	*285,153*	*0*	119%	101%
2034	676,239	674,000		674,000		2,239	*287,392*	*0*	115%	100%
2035	678,432	675,750		675,750		2,682	*290,074*	*0*	113%	100%
2036	689,866	687,000		687,000		2,866	*292,940*	*0*	109%	100%
2037	692,103	687,250	0	687,250	$295,000	(290,147)	2,793	*0*	107%	101%
2038	703,766	Ref'd by Ser. '37	700,200	700,200		3,566	6,359	0	148%	101%
2039	706,048		704,000	704,000		2,048	8,406	0	146%	100%
2040	717,944		717,400	717,400		544	8,950	0	141%	100%
2041	720,272		720,000	720,000		272	9,222	0	139%	100%
2042	732,406		732,200	732,200		206	9,427	0	135%	100%
2043	734,780		733,600	733,600		1,180	10,608	0	132%	100%
2044	747,158		744,600	744,600		2,558	13,166	0	128%	100%
2045	749,580		744,800	744,800		4,780	17,946	0	125%	101%
2046	762,205		759,600	759,600		2,605	20,551	0	120%	100%
2047	764,676		763,400	763,400		1,276	21,827	0	117%	100%
2048	777,554		776,600	776,600		954	22,781	0	112%	100%
2049	780,075		778,800	778,800		1,275	24,055	0	109%	100%
2050	793,210		790,400	790,400		2,810	26,866	0	104%	100%
2051	795,782		791,000	791,000		4,782	31,647	0	100%	101%
2052	809,180		806,000	806,000		3,180	34,827	0	95%	100%
2053	811,803		809,800	809,800		2,003	36,831	0	91%	100%
2054	825,470		822,800	822,800		2,670	39,501	0	85%	100%
2055	828,146		824,600	824,600		3,546	43,046	0	81%	100%
2056	842,086		840,600	840,600		1,486	44,532	0	75%	100%
2057	844,816		840,200	840,200		4,616	49,148	0	70%	101%
2058	859,035		859,000	859,000		35	49,183	0	64%	100%
2059	861,819		861,200	861,200		619	49,803	0	59%	100%
2060	876,324		872,400	872,400		3,924	53,726	0	53%	100%
2061	879,164		877,200	877,200		1,964	55,690	0	47%	100%
2062	893,959		890,800	890,800		3,159	58,849	0	41%	100%
2063	896,856		892,800	892,800		4,056	62,905	0	35%	100%
2064	911,947		908,600	908,600		3,347	66,252	0	28%	100%
2065	914,902		912,600	912,600		2,302	68,554	0	21%	100%
2066	930,295		930,200	930,200		95	68,649	0	14%	100%
2067	933,310		930,800	930,800		2,510	0	71,160	7%	100%
Total	30,126,235	5,423,875	24,336,200	29,760,075	295,000	71,160		71,160		

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Operations Projection

	Total	Operations Revenue				Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 10.000 Target	Ops Mill Levy Collections 100%	Specific Ownership Taxes 6%	County Treasurer Fee 1.50%	Revenue Available for Operations	Total District Mills
2023							
2024							
2025							
2026							
2027	0	10.000	0	0	0	0	10.000
2028	352,082	10.000	3,503	210	(56)	3,658	60.000
2029	3,925,762	10.000	39,061	2,344	(621)	40,784	60.000
2030	6,611,261	10.000	65,782	3,947	(1,046)	68,683	60.000
2031	7,564,278	10.000	75,265	4,516	(1,197)	78,584	60.000
2032	8,692,592	10.000	86,491	5,189	(1,375)	90,306	60.000
2033	8,692,592	10.000	86,491	5,189	(1,375)	90,306	60.000
2034	8,866,444	10.000	88,221	5,293	(1,403)	92,112	60.000
2035	8,866,444	10.000	88,221	5,293	(1,403)	92,112	60.000
2036	9,043,773	10.000	89,986	5,399	(1,431)	93,954	60.000
2037	9,043,773	10.000	89,986	5,399	(1,431)	93,954	60.000
2038	9,224,648	10.000	91,785	5,507	(1,459)	95,833	60.000
2039	9,224,648	10.000	91,785	5,507	(1,459)	95,833	60.000
2040	9,409,141	10.000	93,621	5,617	(1,489)	97,750	60.000
2041	9,409,141	10.000	93,621	5,617	(1,489)	97,750	60.000
2042	9,597,324	10.000	95,493	5,730	(1,518)	99,705	60.000
2043	9,597,324	10.000	95,493	5,730	(1,518)	99,705	60.000
2044	9,789,270	10.000	97,403	5,844	(1,549)	101,699	60.000
2045	9,789,270	10.000	97,403	5,844	(1,549)	101,699	60.000
2046	9,985,056	10.000	99,351	5,961	(1,580)	103,733	60.000
2047	9,985,056	10.000	99,351	5,961	(1,580)	103,733	60.000
2048	10,184,757	10.000	101,338	6,080	(1,611)	105,807	60.000
2049	10,184,757	10.000	101,338	6,080	(1,611)	105,807	60.000
2050	10,388,452	10.000	103,365	6,202	(1,644)	107,923	60.000
2051	10,388,452	10.000	103,365	6,202	(1,644)	107,923	60.000
2052	10,596,221	10.000	105,432	6,326	(1,676)	110,082	60.000
2053	10,596,221	10.000	105,432	6,326	(1,676)	110,082	60.000
2054	10,808,145	10.000	107,541	6,452	(1,710)	112,284	60.000
2055	10,808,145	10.000	107,541	6,452	(1,710)	112,284	60.000
2056	11,024,308	10.000	109,692	6,582	(1,744)	114,529	60.000
2057	11,024,308	10.000	109,692	6,582	(1,744)	114,529	60.000
2058	11,244,795	10.000	111,886	6,713	(1,779)	116,820	60.000
2059	11,244,795	10.000	111,886	6,713	(1,779)	116,820	60.000
2060	11,469,690	10.000	114,123	6,847	(1,815)	119,156	60.000
2061	11,469,690	10.000	114,123	6,847	(1,815)	119,156	60.000
2062	11,699,084	10.000	116,406	6,984	(1,851)	121,539	60.000
2063	11,699,084	10.000	116,406	6,984	(1,851)	121,539	60.000
2064	11,933,066	10.000	118,734	7,124	(1,888)	123,970	60.000
2065	11,933,066	10.000	118,734	7,124	(1,888)	123,970	60.000
2066	12,171,727	10.000	121,109	7,267	(1,926)	126,450	60.000
2067	12,171,727	10.000	121,109	7,267	(1,926)	126,450	60.000
Total			3,887,568	233,254	(61,812)	4,059,010	

SOURCES AND USES OF FUNDS

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
50.000 (target) Mills + available PIF Revenues
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
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Dated Date	12/01/2027
Delivery Date	12/01/2027

Sources:	
Bond Proceeds:	
Par Amount	10,525,000.00
	10,525,000.00

Uses:	
Project Fund Deposits:	
Project Fund	8,387,125.00
Other Fund Deposits:	
Capitalized Interest Fund	789,375.00
Debt Service Reserve Fund	838,000.00
	1,627,375.00
Cost of Issuance:	
Other Cost of Issuance	300,000.00
Delivery Date Expenses:	
Underwriter's Discount	210,500.00
	10,525,000.00

BOND SUMMARY STATISTICS

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
50.000 (target) Mills + available PIF Revenues
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Dated Date	12/01/2027
Delivery Date	12/01/2027
First Coupon	06/01/2028
Last Maturity	12/01/2057
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.162771%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.403386%
Average Coupon	5.000000%
Average Life (years)	21.053
Weighted Average Maturity (years)	21.053
Duration of Issue (years)	12.672
Par Amount	10,525,000.00
Bond Proceeds	10,525,000.00
Total Interest	11,079,000.00
Net Interest	11,289,500.00
Bond Years from Dated Date	221,580,000.00
Bond Years from Delivery Date	221,580,000.00
Total Debt Service	21,604,000.00
Maximum Annual Debt Service	840,000.00
Average Annual Debt Service	720,133.33
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2057	10,525,000.00	100.000	5.000%	21.053	12/19/2048	16,313.75
	10,525,000.00			21.053		16,313.75

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,525,000.00	10,525,000.00	10,525,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-210,500.00	-210,500.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	10,314,500.00	10,014,500.00	10,525,000.00
Target Date	12/01/2027	12/01/2027	12/01/2027
Yield	5.162771%	5.403386%	5.000000%

BOND DEBT SERVICE

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
50.000 (target) Mills + available PIF Revenues
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
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Dated Date	12/01/2027
Delivery Date	12/01/2027

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2028			263,125.00	263,125.00	
12/01/2028			263,125.00	263,125.00	526,250.00
06/01/2029			263,125.00	263,125.00	
12/01/2029			263,125.00	263,125.00	526,250.00
06/01/2030			263,125.00	263,125.00	
12/01/2030			263,125.00	263,125.00	526,250.00
06/01/2031			263,125.00	263,125.00	
12/01/2031	65,000.00	5.000%	263,125.00	328,125.00	591,250.00
06/01/2032			261,500.00	261,500.00	
12/01/2032	135,000.00	5.000%	261,500.00	396,500.00	658,000.00
06/01/2033			258,125.00	258,125.00	
12/01/2033	145,000.00	5.000%	258,125.00	403,125.00	661,250.00
06/01/2034			254,500.00	254,500.00	
12/01/2034	165,000.00	5.000%	254,500.00	419,500.00	674,000.00
06/01/2035			250,375.00	250,375.00	
12/01/2035	175,000.00	5.000%	250,375.00	425,375.00	675,750.00
06/01/2036			246,000.00	246,000.00	
12/01/2036	195,000.00	5.000%	246,000.00	441,000.00	687,000.00
06/01/2037			241,125.00	241,125.00	
12/01/2037	205,000.00	5.000%	241,125.00	446,125.00	687,250.00
06/01/2038			236,000.00	236,000.00	
12/01/2038	230,000.00	5.000%	236,000.00	466,000.00	702,000.00
06/01/2039			230,250.00	230,250.00	
12/01/2039	245,000.00	5.000%	230,250.00	475,250.00	705,500.00
06/01/2040			224,125.00	224,125.00	
12/01/2040	265,000.00	5.000%	224,125.00	489,125.00	713,250.00
06/01/2041			217,500.00	217,500.00	
12/01/2041	285,000.00	5.000%	217,500.00	502,500.00	720,000.00
06/01/2042			210,375.00	210,375.00	
12/01/2042	310,000.00	5.000%	210,375.00	520,375.00	730,750.00
06/01/2043			202,625.00	202,625.00	
12/01/2043	325,000.00	5.000%	202,625.00	527,625.00	730,250.00
06/01/2044			194,500.00	194,500.00	
12/01/2044	355,000.00	5.000%	194,500.00	549,500.00	744,000.00
06/01/2045			185,625.00	185,625.00	
12/01/2045	375,000.00	5.000%	185,625.00	560,625.00	746,250.00
06/01/2046			176,250.00	176,250.00	
12/01/2046	405,000.00	5.000%	176,250.00	581,250.00	757,500.00
06/01/2047			166,125.00	166,125.00	
12/01/2047	430,000.00	5.000%	166,125.00	596,125.00	762,250.00
06/01/2048			155,375.00	155,375.00	
12/01/2048	465,000.00	5.000%	155,375.00	620,375.00	775,750.00
06/01/2049			143,750.00	143,750.00	
12/01/2049	490,000.00	5.000%	143,750.00	633,750.00	777,500.00
06/01/2050			131,500.00	131,500.00	
12/01/2050	530,000.00	5.000%	131,500.00	661,500.00	793,000.00
06/01/2051			118,250.00	118,250.00	
12/01/2051	555,000.00	5.000%	118,250.00	673,250.00	791,500.00
06/01/2052			104,375.00	104,375.00	
12/01/2052	600,000.00	5.000%	104,375.00	704,375.00	808,750.00
06/01/2053			89,375.00	89,375.00	
12/01/2053	630,000.00	5.000%	89,375.00	719,375.00	808,750.00
06/01/2054			73,625.00	73,625.00	
12/01/2054	675,000.00	5.000%	73,625.00	748,625.00	822,250.00
06/01/2055			56,750.00	56,750.00	
12/01/2055	710,000.00	5.000%	56,750.00	766,750.00	823,500.00
06/01/2056			39,000.00	39,000.00	
12/01/2056	760,000.00	5.000%	39,000.00	799,000.00	838,000.00
06/01/2057			20,000.00	20,000.00	
12/01/2057	800,000.00	5.000%	20,000.00	820,000.00	840,000.00
	10,525,000.00		11,079,000.00	21,604,000.00	21,604,000.00

NET DEBT SERVICE

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
50.000 (target) Mills + available PIF Revenues
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
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Period Ending	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
12/01/2028		526,250.00	526,250.00	526,250.00	
12/01/2029		526,250.00	526,250.00	263,125.00	263,125.00
12/01/2030		526,250.00	526,250.00		526,250.00
12/01/2031	65,000.00	526,250.00	591,250.00		591,250.00
12/01/2032	135,000.00	523,000.00	658,000.00		658,000.00
12/01/2033	145,000.00	516,250.00	661,250.00		661,250.00
12/01/2034	165,000.00	509,000.00	674,000.00		674,000.00
12/01/2035	175,000.00	500,750.00	675,750.00		675,750.00
12/01/2036	195,000.00	492,000.00	687,000.00		687,000.00
12/01/2037	205,000.00	482,250.00	687,250.00		687,250.00
12/01/2038	230,000.00	472,000.00	702,000.00		702,000.00
12/01/2039	245,000.00	460,500.00	705,500.00		705,500.00
12/01/2040	265,000.00	448,250.00	713,250.00		713,250.00
12/01/2041	285,000.00	435,000.00	720,000.00		720,000.00
12/01/2042	310,000.00	420,750.00	730,750.00		730,750.00
12/01/2043	325,000.00	405,250.00	730,250.00		730,250.00
12/01/2044	355,000.00	389,000.00	744,000.00		744,000.00
12/01/2045	375,000.00	371,250.00	746,250.00		746,250.00
12/01/2046	405,000.00	352,500.00	757,500.00		757,500.00
12/01/2047	430,000.00	332,250.00	762,250.00		762,250.00
12/01/2048	465,000.00	310,750.00	775,750.00		775,750.00
12/01/2049	490,000.00	287,500.00	777,500.00		777,500.00
12/01/2050	530,000.00	263,000.00	793,000.00		793,000.00
12/01/2051	555,000.00	236,500.00	791,500.00		791,500.00
12/01/2052	600,000.00	208,750.00	808,750.00		808,750.00
12/01/2053	630,000.00	178,750.00	808,750.00		808,750.00
12/01/2054	675,000.00	147,250.00	822,250.00		822,250.00
12/01/2055	710,000.00	113,500.00	823,500.00		823,500.00
12/01/2056	760,000.00	78,000.00	838,000.00		838,000.00
12/01/2057	800,000.00	40,000.00	840,000.00		840,000.00
	10,525,000.00	11,079,000.00	21,604,000.00	789,375.00	20,814,625.00

BOND SOLUTION

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
50.000 (target) Mills + available PIF Revenues
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
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Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2028		526,250	-526,250		125,448	125,448	
12/01/2029		526,250	-263,125	263,125	356,706	93,581	135.57%
12/01/2030		526,250		526,250	534,674	8,424	101.60%
12/01/2031	65,000	591,250		591,250	594,131	2,881	100.49%
12/01/2032	135,000	658,000		658,000	662,880	4,880	100.74%
12/01/2033	145,000	661,250		661,250	665,030	3,780	100.57%
12/01/2034	165,000	674,000		674,000	676,239	2,239	100.33%
12/01/2035	175,000	675,750		675,750	678,432	2,682	100.40%
12/01/2036	195,000	687,000		687,000	689,866	2,866	100.42%
12/01/2037	205,000	687,250		687,250	692,103	4,853	100.71%
12/01/2038	230,000	702,000		702,000	703,766	1,766	100.25%
12/01/2039	245,000	705,500		705,500	706,048	548	100.08%
12/01/2040	265,000	713,250		713,250	717,944	4,694	100.66%
12/01/2041	285,000	720,000		720,000	720,272	272	100.04%
12/01/2042	310,000	730,750		730,750	732,406	1,656	100.23%
12/01/2043	325,000	730,250		730,250	734,780	4,530	100.62%
12/01/2044	355,000	744,000		744,000	747,158	3,158	100.42%
12/01/2045	375,000	746,250		746,250	749,580	3,330	100.45%
12/01/2046	405,000	757,500		757,500	762,205	4,705	100.62%
12/01/2047	430,000	762,250		762,250	764,676	2,426	100.32%
12/01/2048	465,000	775,750		775,750	777,554	1,804	100.23%
12/01/2049	490,000	777,500		777,500	780,075	2,575	100.33%
12/01/2050	530,000	793,000		793,000	793,210	210	100.03%
12/01/2051	555,000	791,500		791,500	795,782	4,282	100.54%
12/01/2052	600,000	808,750		808,750	809,180	430	100.05%
12/01/2053	630,000	808,750		808,750	811,803	3,053	100.38%
12/01/2054	675,000	822,250		822,250	825,470	3,220	100.39%
12/01/2055	710,000	823,500		823,500	828,146	4,646	100.56%
12/01/2056	760,000	838,000		838,000	842,086	4,086	100.49%
12/01/2057	800,000	840,000		840,000	844,816	4,816	100.57%
	10,525,000	21,604,000	-789,375	20,814,625	21,122,464	307,839	

SOURCES AND USES OF FUNDS

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
50.000 (target) Mills + available PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
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Dated Date	12/01/2037
Delivery Date	12/01/2037

Sources:	
Bond Proceeds:	
Par Amount	13,630,000.00
Other Sources of Funds:	
Funds on Hand*	295,000.00
Series 2027 - DSRF*	838,000.00
	1,133,000.00
	14,763,000.00

Uses:	
Project Fund Deposits:	
Project Fund	5,054,850.00
Refunding Escrow Deposits:	
Cash Deposit*	9,440,000.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	68,150.00
	14,763,000.00

[*] Estimated balances, (tbd).

BOND SUMMARY STATISTICS

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
50.000 (target) Mills + available PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
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Dated Date	12/01/2037
Delivery Date	12/01/2037
First Coupon	06/01/2038
Last Maturity	12/01/2067
Arbitrage Yield	4.000000%
True Interest Cost (TIC)	4.038903%
Net Interest Cost (NIC)	4.000000%
All-In TIC	4.154739%
Average Coupon	4.000000%
Average Life (years)	19.637
Weighted Average Maturity (years)	19.637
Duration of Issue (years)	13.130
Par Amount	13,630,000.00
Bond Proceeds	13,630,000.00
Total Interest	10,706,200.00
Net Interest	10,774,350.00
Bond Years from Dated Date	267,655,000.00
Bond Years from Delivery Date	267,655,000.00
Total Debt Service	24,336,200.00
Maximum Annual Debt Service	930,800.00
Average Annual Debt Service	811,206.67
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2067	13,630,000.00	100.000	4.000%	19.637	07/21/2057	23,716.20
	13,630,000.00			19.637		23,716.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	13,630,000.00	13,630,000.00	13,630,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-68,150.00	-68,150.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	13,561,850.00	13,361,850.00	13,630,000.00
Target Date	12/01/2037	12/01/2037	12/01/2037
Yield	4.038903%	4.154739%	4.000000%

BOND DEBT SERVICE

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
50.000 (target) Mills + available PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
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Dated Date	12/01/2037
Delivery Date	12/01/2037

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2038			272,600.00	272,600.00	
12/01/2038	155,000.00	4.000%	272,600.00	427,600.00	700,200.00
06/01/2039			269,500.00	269,500.00	
12/01/2039	165,000.00	4.000%	269,500.00	434,500.00	704,000.00
06/01/2040			266,200.00	266,200.00	
12/01/2040	185,000.00	4.000%	266,200.00	451,200.00	717,400.00
06/01/2041			262,500.00	262,500.00	
12/01/2041	195,000.00	4.000%	262,500.00	457,500.00	720,000.00
06/01/2042			258,600.00	258,600.00	
12/01/2042	215,000.00	4.000%	258,600.00	473,600.00	732,200.00
06/01/2043			254,300.00	254,300.00	
12/01/2043	225,000.00	4.000%	254,300.00	479,300.00	733,600.00
06/01/2044			249,800.00	249,800.00	
12/01/2044	245,000.00	4.000%	249,800.00	494,800.00	744,600.00
06/01/2045			244,900.00	244,900.00	
12/01/2045	255,000.00	4.000%	244,900.00	499,900.00	744,800.00
06/01/2046			239,800.00	239,800.00	
12/01/2046	280,000.00	4.000%	239,800.00	519,800.00	759,600.00
06/01/2047			234,200.00	234,200.00	
12/01/2047	295,000.00	4.000%	234,200.00	529,200.00	763,400.00
06/01/2048			228,300.00	228,300.00	
12/01/2048	320,000.00	4.000%	228,300.00	548,300.00	776,600.00
06/01/2049			221,900.00	221,900.00	
12/01/2049	335,000.00	4.000%	221,900.00	556,900.00	778,800.00
06/01/2050			215,200.00	215,200.00	
12/01/2050	360,000.00	4.000%	215,200.00	575,200.00	790,400.00
06/01/2051			208,000.00	208,000.00	
12/01/2051	375,000.00	4.000%	208,000.00	583,000.00	791,000.00
06/01/2052			200,500.00	200,500.00	
12/01/2052	405,000.00	4.000%	200,500.00	605,500.00	806,000.00
06/01/2053			192,400.00	192,400.00	
12/01/2053	425,000.00	4.000%	192,400.00	617,400.00	809,800.00
06/01/2054			183,900.00	183,900.00	
12/01/2054	455,000.00	4.000%	183,900.00	638,900.00	822,800.00
06/01/2055			174,800.00	174,800.00	
12/01/2055	475,000.00	4.000%	174,800.00	649,800.00	824,600.00
06/01/2056			165,300.00	165,300.00	
12/01/2056	510,000.00	4.000%	165,300.00	675,300.00	840,600.00
06/01/2057			155,100.00	155,100.00	
12/01/2057	530,000.00	4.000%	155,100.00	685,100.00	840,200.00
06/01/2058			144,500.00	144,500.00	
12/01/2058	570,000.00	4.000%	144,500.00	714,500.00	859,000.00
06/01/2059			133,100.00	133,100.00	
12/01/2059	595,000.00	4.000%	133,100.00	728,100.00	861,200.00
06/01/2060			121,200.00	121,200.00	
12/01/2060	630,000.00	4.000%	121,200.00	751,200.00	872,400.00
06/01/2061			108,600.00	108,600.00	
12/01/2061	660,000.00	4.000%	108,600.00	768,600.00	877,200.00
06/01/2062			95,400.00	95,400.00	
12/01/2062	700,000.00	4.000%	95,400.00	795,400.00	890,800.00
06/01/2063			81,400.00	81,400.00	
12/01/2063	730,000.00	4.000%	81,400.00	811,400.00	892,800.00
06/01/2064			66,800.00	66,800.00	
12/01/2064	775,000.00	4.000%	66,800.00	841,800.00	908,600.00
06/01/2065			51,300.00	51,300.00	
12/01/2065	810,000.00	4.000%	51,300.00	861,300.00	912,600.00
06/01/2066			35,100.00	35,100.00	
12/01/2066	860,000.00	4.000%	35,100.00	895,100.00	930,200.00
06/01/2067			17,900.00	17,900.00	
12/01/2067	895,000.00	4.000%	17,900.00	912,900.00	930,800.00
	13,630,000.00		10,706,200.00	24,336,200.00	24,336,200.00

NET DEBT SERVICE

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
50.000 (target) Mills + available PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
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Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2038	155,000.00	545,200.00	700,200.00	700,200.00
12/01/2039	165,000.00	539,000.00	704,000.00	704,000.00
12/01/2040	185,000.00	532,400.00	717,400.00	717,400.00
12/01/2041	195,000.00	525,000.00	720,000.00	720,000.00
12/01/2042	215,000.00	517,200.00	732,200.00	732,200.00
12/01/2043	225,000.00	508,600.00	733,600.00	733,600.00
12/01/2044	245,000.00	499,600.00	744,600.00	744,600.00
12/01/2045	255,000.00	489,800.00	744,800.00	744,800.00
12/01/2046	280,000.00	479,600.00	759,600.00	759,600.00
12/01/2047	295,000.00	468,400.00	763,400.00	763,400.00
12/01/2048	320,000.00	456,600.00	776,600.00	776,600.00
12/01/2049	335,000.00	443,800.00	778,800.00	778,800.00
12/01/2050	360,000.00	430,400.00	790,400.00	790,400.00
12/01/2051	375,000.00	416,000.00	791,000.00	791,000.00
12/01/2052	405,000.00	401,000.00	806,000.00	806,000.00
12/01/2053	425,000.00	384,800.00	809,800.00	809,800.00
12/01/2054	455,000.00	367,800.00	822,800.00	822,800.00
12/01/2055	475,000.00	349,600.00	824,600.00	824,600.00
12/01/2056	510,000.00	330,600.00	840,600.00	840,600.00
12/01/2057	530,000.00	310,200.00	840,200.00	840,200.00
12/01/2058	570,000.00	289,000.00	859,000.00	859,000.00
12/01/2059	595,000.00	266,200.00	861,200.00	861,200.00
12/01/2060	630,000.00	242,400.00	872,400.00	872,400.00
12/01/2061	660,000.00	217,200.00	877,200.00	877,200.00
12/01/2062	700,000.00	190,800.00	890,800.00	890,800.00
12/01/2063	730,000.00	162,800.00	892,800.00	892,800.00
12/01/2064	775,000.00	133,600.00	908,600.00	908,600.00
12/01/2065	810,000.00	102,600.00	912,600.00	912,600.00
12/01/2066	860,000.00	70,200.00	930,200.00	930,200.00
12/01/2067	895,000.00	35,800.00	930,800.00	930,800.00
	13,630,000.00	10,706,200.00	24,336,200.00	24,336,200.00

SUMMARY OF BONDS REFUNDED

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
50.000 (target) Mills + available PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
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Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
6/24/25: Ser 27 NR SP, 5.00%, 100x, 50.00mls+PIF, FG+2% BiRe:					
TERM57	12/01/2038	5.000%	230,000.00	12/01/2037	100.000
	12/01/2039	5.000%	245,000.00	12/01/2037	100.000
	12/01/2040	5.000%	265,000.00	12/01/2037	100.000
	12/01/2041	5.000%	285,000.00	12/01/2037	100.000
	12/01/2042	5.000%	310,000.00	12/01/2037	100.000
	12/01/2043	5.000%	325,000.00	12/01/2037	100.000
	12/01/2044	5.000%	355,000.00	12/01/2037	100.000
	12/01/2045	5.000%	375,000.00	12/01/2037	100.000
	12/01/2046	5.000%	405,000.00	12/01/2037	100.000
	12/01/2047	5.000%	430,000.00	12/01/2037	100.000
	12/01/2048	5.000%	465,000.00	12/01/2037	100.000
	12/01/2049	5.000%	490,000.00	12/01/2037	100.000
	12/01/2050	5.000%	530,000.00	12/01/2037	100.000
	12/01/2051	5.000%	555,000.00	12/01/2037	100.000
	12/01/2052	5.000%	600,000.00	12/01/2037	100.000
	12/01/2053	5.000%	630,000.00	12/01/2037	100.000
	12/01/2054	5.000%	675,000.00	12/01/2037	100.000
	12/01/2055	5.000%	710,000.00	12/01/2037	100.000
	12/01/2056	5.000%	760,000.00	12/01/2037	100.000
	12/01/2057	5.000%	800,000.00	12/01/2037	100.000
			9,440,000.00		

ESCROW REQUIREMENTS

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
50.000 (target) Mills + available PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
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Dated Date	12/01/2037
Delivery Date	12/01/2037

Period Ending	Principal Redeemed	Total
12/01/2037	9,440,000.00	9,440,000.00
	9,440,000.00	9,440,000.00

PRIOR BOND DEBT SERVICE

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
50.000 (target) Mills + available PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2038			236,000.00	236,000.00	
12/01/2038	230,000.00	5.000%	236,000.00	466,000.00	702,000.00
06/01/2039			230,250.00	230,250.00	
12/01/2039	245,000.00	5.000%	230,250.00	475,250.00	705,500.00
06/01/2040			224,125.00	224,125.00	
12/01/2040	265,000.00	5.000%	224,125.00	489,125.00	713,250.00
06/01/2041			217,500.00	217,500.00	
12/01/2041	285,000.00	5.000%	217,500.00	502,500.00	720,000.00
06/01/2042			210,375.00	210,375.00	
12/01/2042	310,000.00	5.000%	210,375.00	520,375.00	730,750.00
06/01/2043			202,625.00	202,625.00	
12/01/2043	325,000.00	5.000%	202,625.00	527,625.00	730,250.00
06/01/2044			194,500.00	194,500.00	
12/01/2044	355,000.00	5.000%	194,500.00	549,500.00	744,000.00
06/01/2045			185,625.00	185,625.00	
12/01/2045	375,000.00	5.000%	185,625.00	560,625.00	746,250.00
06/01/2046			176,250.00	176,250.00	
12/01/2046	405,000.00	5.000%	176,250.00	581,250.00	757,500.00
06/01/2047			166,125.00	166,125.00	
12/01/2047	430,000.00	5.000%	166,125.00	596,125.00	762,250.00
06/01/2048			155,375.00	155,375.00	
12/01/2048	465,000.00	5.000%	155,375.00	620,375.00	775,750.00
06/01/2049			143,750.00	143,750.00	
12/01/2049	490,000.00	5.000%	143,750.00	633,750.00	777,500.00
06/01/2050			131,500.00	131,500.00	
12/01/2050	530,000.00	5.000%	131,500.00	661,500.00	793,000.00
06/01/2051			118,250.00	118,250.00	
12/01/2051	555,000.00	5.000%	118,250.00	673,250.00	791,500.00
06/01/2052			104,375.00	104,375.00	
12/01/2052	600,000.00	5.000%	104,375.00	704,375.00	808,750.00
06/01/2053			89,375.00	89,375.00	
12/01/2053	630,000.00	5.000%	89,375.00	719,375.00	808,750.00
06/01/2054			73,625.00	73,625.00	
12/01/2054	675,000.00	5.000%	73,625.00	748,625.00	822,250.00
06/01/2055			56,750.00	56,750.00	
12/01/2055	710,000.00	5.000%	56,750.00	766,750.00	823,500.00
06/01/2056			39,000.00	39,000.00	
12/01/2056	760,000.00	5.000%	39,000.00	799,000.00	838,000.00
06/01/2057			20,000.00	20,000.00	
12/01/2057	800,000.00	5.000%	20,000.00	820,000.00	840,000.00
	9,440,000.00		5,950,750.00	15,390,750.00	15,390,750.00

BOND SOLUTION

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
50.000 (target) Mills + available PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)
~~~~

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2038	155,000	700,200	700,200	703,766	3,566	100.51%
12/01/2039	165,000	704,000	704,000	706,048	2,048	100.29%
12/01/2040	185,000	717,400	717,400	717,944	544	100.08%
12/01/2041	195,000	720,000	720,000	720,272	272	100.04%
12/01/2042	215,000	732,200	732,200	732,406	206	100.03%
12/01/2043	225,000	733,600	733,600	734,780	1,180	100.16%
12/01/2044	245,000	744,600	744,600	747,158	2,558	100.34%
12/01/2045	255,000	744,800	744,800	749,580	4,780	100.64%
12/01/2046	280,000	759,600	759,600	762,205	2,605	100.34%
12/01/2047	295,000	763,400	763,400	764,676	1,276	100.17%
12/01/2048	320,000	776,600	776,600	777,554	954	100.12%
12/01/2049	335,000	778,800	778,800	780,075	1,275	100.16%
12/01/2050	360,000	790,400	790,400	793,210	2,810	100.36%
12/01/2051	375,000	791,000	791,000	795,782	4,782	100.60%
12/01/2052	405,000	806,000	806,000	809,180	3,180	100.39%
12/01/2053	425,000	809,800	809,800	811,803	2,003	100.25%
12/01/2054	455,000	822,800	822,800	825,470	2,670	100.32%
12/01/2055	475,000	824,600	824,600	828,146	3,546	100.43%
12/01/2056	510,000	840,600	840,600	842,086	1,486	100.18%
12/01/2057	530,000	840,200	840,200	844,816	4,616	100.55%
12/01/2058	570,000	859,000	859,000	859,035	35	100.00%
12/01/2059	595,000	861,200	861,200	861,820	620	100.07%
12/01/2060	630,000	872,400	872,400	876,324	3,924	100.45%
12/01/2061	660,000	877,200	877,200	879,164	1,964	100.22%
12/01/2062	700,000	890,800	890,800	893,959	3,159	100.35%
12/01/2063	730,000	892,800	892,800	896,856	4,056	100.45%
12/01/2064	775,000	908,600	908,600	911,947	3,347	100.37%
12/01/2065	810,000	912,600	912,600	914,902	2,302	100.25%
12/01/2066	860,000	930,200	930,200	930,295	95	100.01%
12/01/2067	895,000	930,800	930,800	933,310	2,510	100.27%
	13,630,000	24,336,200	24,336,200	24,404,566	68,366	

Town Council

Board Meeting Date: 10/14/2025

File #: 25-296, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with the State of Colorado for the CO 7 Corridor Multimodal Improvements

DEPARTMENT: Public Works

PRESENTER(S): Miguel Aguilar, Principal Transportation Planner

TIME ESTIMATE: 0 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
This Intergovernmental Agreement (IGA) does not appropriate funds

POLICY ISSUES:
This is an Intergovernmental Agreement from Colorado Department of Transportation (CDOT) requiring approval from both entities to proceed on the project.

STAFF RECOMMENDATION:
Staff recommend approving the IGA with CDOT.

SUMMARY/KEY POINTS

- The improvements will include a safer trail crossing on Arapahoe Road at the South Boulder Canyon Ditch connecting the Town of Erie's trail system to the City of Lafayette's trail system, and including bus platforms, signage, a striped crosswalk, sidewalk connections to both agency's trails, and flashing beacons.
- The project is grant funded from the 2024 Congressional Directed Spending grant application submitted for multimodal improvements. $500,000 was awarded with a $125,000 match from the Town.
- CDOT provided a contract to accept these funds and terms.
- Next steps involve posting an RFP to select a consultant to work on the project which will be presented to Council for approval at a later date.

BACKGROUND OF SUBJECT MATTER:
The Town of Erie's Transportation Mobility Plan identifies a safer trail crossing on Arapahoe Road at

the South Boulder Canyon Ditch. A safer trail crossing is also recommended at this location in CDOT's CO 7 Segment C Study.

At this location is an unmarked, unsigned, diagonal trail crossing, on a 40mph two-lane roadway, which is unsafe for many who use this trail crossing. To improve this crossing, staff applied for Congressional Directed Spending through Representative Joe Neguse's office.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

☒ Attractive Community Amenities
☐ Engaged and Diverse Community
☐ Prosperous Economy
☒ Well-Maintained Transportation Infrastructure
☒ Small Town Feel
☒ Safe and Healthy Community
☒ Effective Governance
☒ Environmentally Sustainable
☒ Fiscally Responsible

ATTACHMENT(S):

1. Resolution 25-161
2. CDOT Contract

Town of Erie
Resolution No. 25-161

A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with the State of Colorado for the CO 7 Corridor Multimodal Improvements

Whereas, the Town Council finds it in the best interest of the public health, safety and welfare to approve the Intergovernmental Agreement with the State of Colorado for the CO 7 Corridor Multimodal Improvements.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The Intergovernmental Agreement with the State of Colorado for the CO 7 Corridor Multimodal Improvements is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the Town.

Adopted this 14th day of October, 2025.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 26-HA4-XC-00034
Local Agency TOWN OF ERIE			**Agreement Effective Date** The later of the effective date or August 20, 2025
Agreement Description Erie at Grade Crossing			**Agreement Expiration Date** August 19, 2035
Project # 24-CP-08003.ERIE.119	**Region #** 4	**Contract Writer** TCH	**Agreement Maximum Amount** $625,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY TOWN OF ERIE By:_____ *Signature Name:_____ (Print Name) Title:_____ (Print Title) Date:_____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED TOWN OF ERIE By:_____ *Signature Name:_____ (Print Name) Title:_____ (Print Title) Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Effective Date: _____

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EXHIBIT R, APPLICABLE FEDERAL AWARDS
EXHIBIT S, PII CERTIFICATION
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement ("Local Agency"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the "State" or "CDOT"). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., or the expiration of "Special Funding" if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on August 19, 2035 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

Pursuant to Title VI of the Social Security Act, Section 602 of the "Coronavirus State and Local Fiscal Recovery Funds", a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**ARPA**" means American Rescue Plan Act, funded by the US Department of the Treasury ("USDT"). See "SLFRF" below.

D. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

E. "**Budget**" means the budget for the Work described in **Exhibit C**.

F. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..

G. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

I. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

J. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

K. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

L. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

M. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

N. "**Exhibits**" means the following exhibits attached to this Agreement:

i. **Exhibit A**, Scope of Work.
ii. **Exhibit B**, Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements
xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
xiv. **Exhibit N**, Federal Treasury Provisions
xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
xvii. **Exhibit Q**, SLFRF Reporting Modification Form
xviii. **Exhibit R**, Applicable Federal Awards
xix. **Exhibit S**, PII Certification
xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source

O. "**Expiration Date**" means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.

P. "**Extension Term**" means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.

Q. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

R. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.

S. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

T. "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

U. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

V. "**Initial Term**" means the time period defined in **§2.B**.

W. "**Local Funds**" means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.

X. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

Y. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

Z. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

AA. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

BB. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

CC. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

DD. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

EE. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

FF. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.

GG. "**SLFRF**" means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.

HH. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.

II. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

JJ. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

KK. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

LL. "**State Purchasing Director**" means the position described in the Colorado Procurement Code and its implementing regulations.

MM. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

NN. "**Sub-Award**" means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

OO. "**Subcontractor**" means third parties, if any, engaged by Local Agency to aid in performance of the Work.

PP. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

QQ. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.

RR. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

SS. "**USDT**" The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.

TT. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

UU. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

(e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1) Right of way acquisition (3111) for federal participation and non-participation;

2) Relocation activities, if applicable (3109);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A**. and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed**. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq*., then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any one (1) fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential Information)

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law,

confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and

may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B,** shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Gary Stimson, EiT - I
CDOT Region 4
10601 10th Street
Greeley, CO 80634
970-502-1270
gary.stimson@state.co.us

For the Local Agency

Town of Erie
Miguel Aguilar, Senior Transportation Manager
645 Holbrook Street
Erie, CO 80516
720-698-2293
maguilar@erieco.gov

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from,

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. The provisions of the other sections of the main body of this Agreement.
ii. **Exhibit N**, Federal Treasury Provisions.
iii. **Exhibit F**, Certification for Federal-Aid Contracts.
iv. **Exhibit G**, Disadvantaged Business Enterprise.
v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
vi. **Exhibit J**, Additional Federal Requirements.
vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
xi. **Exhibit R**. Applicable Federal Awards.
xii Colorado Special Provisions in the main body of this Agreement.
xiii. **Exhibit A**, Scope of Work.
xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
xv. **Exhibit B**, Sample Option Letter.
xvi. **Exhibit C**, Funding Provisions.
xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
xix. **Exhibit D**, Local Agency Resolution.
xx. **Exhibit E**, Local Agency Contract Administration Checklist.
xxi. **Exhibit S**, PII Certification.
xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.

iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy

available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F**, **Exhibit I**, **Exhibit J**, **Exhibit K**, **Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E,** Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

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EXHIBIT A

SCOPE OF WORK

Name of Project: Erie at Grade Crossing
Project Number: 24-CP-08003.ERIE.119
SubAccount #: 24-CP-08003.ERIE.119

The Colorado Department of Transportation ("CDOT") will oversee the Town of Erie ("Town") when the Town completes the Erie at Grade Crossing project (hereinafter referred to as "this work"). CDOT and the Town believe it will be beneficial to perform this work because there is no safe way to cross Arapahoe Road in between 111th and 119th Streets. The Town has completed the necessary preliminary studies to implement this proposal. All work will conform to the MUTCD.

This work will consist of a full design and construction of a pedestrian crossing with sidewalk connections, bus stops, a pedestrian refuge island, and a HAWK signal between Erie and Lafayette. The design phase of this work is scheduled to begin during the federal fiscal year 2026. The design phase will identify more exact requirements, qualities, and attributes for this work (hereinafter referred to as "the exact work"). The exact work shall be used to complete the construction phase of the project. The construction phase of the project is estimated to begin in federal fiscal year 2026 and shall finish as soon as reasonably possible.

This work will conform to the parameters articulated in the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO "A Policy on Geometric Design of Highways and Streets", AASHTO "Roadside Design Guide", and the CDOT Project Development Manual, CDOT M&S Standards, CDOT Design Guide, CDOT Construction Manual, Manual on Uniform Traffic Control Devices, Highway Capacity Manual, along with all applicable State and Federal guidelines.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	**Original Agreement #**	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By:_____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

EXHIBIT C - FUNDING PROVISIONS

Town of Erie - 24-CP-08003.ERIE.119

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $625,000.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (80% of FTA Award)	$500,000.00
b. Local Agency Funds (20% of FTA Award)	$125,000.00
TOTAL FUNDS ALL SOURCES	**$625,000.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FTA
c.	Local Agency Unique Entity Identifier	X54EMT612417
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$500,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**80%**	**$500,000.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**20%**	**$125,000.00**
TOTAL PROJECT ESTIMATED FUNDING	**100%**	**$625,000.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a. Total Encumbrance Amount (Federal funds + Local Agency funds)	$625,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	**$625,000.00**

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

Design 3020
WBS Element
24-CP-08003.ERIE.119.10.30 Performance Period Start*/End Date $0.00

	TBD-TBD	
Const. 3301 WBS Element 24-CP-08003.ERIE.119.20.10	Performance Period Start*/End Date TBD-TBD	$0.00

* The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the $625,000.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $625,000.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $625,000.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $500,000.00. For CDOT accounting purposes, the federal funds of $500,000.00 and the Local Agency funds of $125,000.00 will be encumbered for a total encumbrance of $625,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is $625,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $750,000**
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $750,000 or more-Highway Funds Only**
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. Expenditure of $750,000 or more-Multiple Funding Sources
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

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EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E
Colorado Department of Transportation
Local Agency Contract Administration Checklist

Project Number	STIP Number	Project Code	Region
24-CP-08003.ERIE.119	N/A	24-CP-08003.ERIE.119	04

Project Location	Date
Town of Erie	08/20/2025

Project Description

Erie at Grade Crossing

Local Agency	Local Agency Project Manager
Town of Erie	Miguel Aguilar

CDOT Resident Engineer	CDOT Project Manager
Bryce Reeves	Gary Stimson

Instructions:

This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (No.) correspond to the applicable chapters of the CDOT Local Agency Manual (formerly referred to as the Local Agency Desk Reference). Local Agency Web Resource (LAWR) numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. It is preferred that only one responsible party be selected, however a number of items may have both parties selected based on judgement. When neither CDOT nor the Local Agency is responsible for a task, not applicable (N/A) shall be marked. In addition, # will be marked to denote that CDOT must concur or approve.

The Regions, in accordance with established policies and procedures, will determine who will perform tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

Acronyms:

Colorado Department of Transportation – CDOT

Disadvantaged Business Enterprise – DBE

Colorado Department of Transportation – CDOT

Disadvantaged Business Enterprise – DBE

Equal Employment Opportunity - EEO

Federal Highway Administration – FHWA

Field Inspection Review – FIR

Final Office Review – FOR

Hot Mix Asphalt – HMA

Independent Assurance Testing - IAT

Intergovernmental Agreement – IGA

Local Agency - LA

Local Agency Web Resource – LAWR

Not Applicable – N/A

Number – No.

On-The-Job - OJT

Plans, Specifications, and Estimate – PS&E

Professional Engineer - PE

Right-of-Way – ROW

Statewide Transportation Improvement Program - STIP

Transportation Improvement Program – TIP

TIP / STIP Long-Range Plans

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		X

Subrecipient Monitoring

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	3.1	Preparation of Subrecipient Monitoring Compliance Documents		
		• Subrecipient Determination Tool		X
		• Subrecipient Risk Assessment	X	X
		• Subrecipient Notification Letter		X
		• Subrecipient Project Update Report (Formerly "Performance Report to CDOT")	X	
		• CDOT Monitoring Report of Subrecipients (If applicable)		X

Federal Funding Obligation and Authorization

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	4.1	Authorize funding by phases (Requires FHWA Concurrence if Federal-aid Highway funded project.). Please check N/A, if Not applicable.		X

Project Development

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	5.1	Determine Delivery Method		X
1	5.2	Prepare Design Data – CDOT Form 463	X	
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement		
		• Project Development	X	
		• Construction Contract Administration (including Fabrication Inspection Services)	X	
3,3A	5.5	Conduct Design Scoping Review Meeting	X	
3,6	5.6	Conduct Public Involvement	X	

LAWR	No.	Description of Task	Responsible Party LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	X	
4	5.8	Conduct Environmental Process (may require FHWA concurrence /involvement)	X	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence /involvement)	X	
3	5.10	Obtain Utility and Railroad Agreements	X	
3	5.11	Conduct Final Office Review (FOR)	X	
3A	5.12	Justify Force Account Work by the Local Agency	X	
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
3	5.14	Document Design Exceptions – CDOT Form 464	X	
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	X	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	X	
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	X	
	5.21	Ensure Authorization of Funds for Construction		X
	5.22	Use Electronic Signatures	X	#
	5.23	File Project Development Records/Documentation in ProjectWise (PW)		X

Project Development Civil Rights and Labor Compliance

LAWR	No.	Description of Task	Responsible Party LA	CDOT
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office)		X
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☑ is not exempt from Davis-Bacon Requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)		X

CDOT Resident Engineer	Date
Bryce Reeves	10/02/2024

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable		X
	6.4	Enforce Prompt Payment Requirements	X	
	6.5	Use Electronic Tracking and Submission Systems B2Gnow ✔ LCPTracker ✔	X	#
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	X	
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training Special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	

Advertise, Bid and Award of Construction Projects

Federal Project (use 7.1 series in Chapter 7) ✔

Non-Federal Project (Use 7.2 series in Chapter 7)

LAWR	No.	Description of Task	Responsible Party LA	CDOT
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7		Advertise for Bids	X	
7		Concurrence to Advertise		X
7		Distribute "Advertisement Set" of Plans and Specifications	X	
7		Review Worksite & Plan Details w/ Prospective Bidders While Project is Under Advertisement	X	
7		Open Bids	X	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the Low bidder meets DBE goals. ("N/A" if Not Applicable)		X
		Evaluate CDOT Form 1416 – Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. ("N/A" if Not Applicable)		X
		Submit required documentation for CDOT award concurrence	X	
		Concurrence from CDOT to Award		X
		Approve Rejection of Low Bidder		X
7,8		Award Contract (Federal)	X	
8		Provide "Award" and "Record" Sets of Plans and Specifications (Federal)	X	

Construction Management

LAWR	No.	Description of Task	Responsible Party: LA	Responsible Party: CDOT
8	Intro	File Project Construction Records/Documentation in PW or as Directed	X	
8	8.1	Issue Notice to Proceed to the Contractor	X	
8	8.2	Project Safety	X	
8	8.3	Conduct Conferences		
		• Preconstruction Conference (Appendix B)	X	
		○ Fabrication Inspection Notifications	X	
		• Pre-Survey	X	
		○ Construction Staking	X	
		○ Monumentation	X	
		• Partnering (Optional)	X	
		• Structural Concrete Pre-Pour (Agenda is in the CDOT Construction Manual)	X	
		• Concrete Pavement Pre-Paving (Agenda is in the CDOT Construction Manual)	X	
		• HMA Pre-Paving (Agenda is in the CDOT Construction Manual)	X	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision"	X	
		Local Agency Professional Engineer or CDOT Resident Engineer: Miguel Aguilar — Phone Number: 720-698-2293		
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
		Construction inspection and documentation (including Projects with structures)	X	
		Fabrication Inspection and Documentation	X	
9	8.6	Review and Approve Shop Drawings	X	
9	8.7	Perform Traffic Control Inspections	X	
9	8.8	Perform Construction Surveying	X	
9	8.9	Monument Right-of-Way	X	

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task.	X	

Local Agency Representative	Phone Number
Miguel Aguilar	720-698-2293

9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
9B	8.12	Prepare and Authorize Change Orders	X	#
9B	8.13	Submit Change Order Package to CDOT	X	
9A	8.14	Prepare Local Agency Reimbursement Requests	X	
9	8.15	Monitor Project Financial Status	X	
9	8.16	Prepare and Submit Monthly Progress Reports	X	
9	8.17	Resolve Contractor Claims and Disputes	X	
	8.18	Conduct Routine and Random Project Reviews. Provide the name and phone number of the person responsible for this task.		X

CDOT Resident Engineer	Phone Number
Bryce Reeves	719-314-6337

9	8.19	Ongoing Oversight of DBE Participation	X	

Materials

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9C	9.1	Discuss Materials at Pre-Construction Meeting	X	
		• Buy America documentation required prior to Installation of steel	X	
		• Buy America, Build America documentation required prior to installation of materials	X	

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9C	9.2	Complete CDOT Form 250 – Materials Documentation Record		
		• Generate form, which includes determining the Minimum number of required tests and applicable Material submittals for all materials placed on the project	☐	☒
		• Update the form as work progresses	☒	☐
		• Complete and distribute form after work is completed	☒	☐
9C	9.3	Perform Project Acceptance Samples and Tests	☒	☐
9C	9.4	Perform Laboratory Acceptance Tests	☒	☐
9C	9.6	Accept Manufactured Products	☒	☐
		Inspection of structural components:		
		• Fabrication of structural steel and pre-stressed concrete structural components	☒	☐
		• Bridge modular expansion devices (0” to 6” or greater)	☒	☐
		• Fabrication of bearing devices	☒	☐
9C	9.6	Approve Sources of Materials	☒	☐
9C	9.7	Independent Assurance Testing (IAT)		
		Local Agency Procedures ☐ CDOT Procedures ☑		
		• Generate IAT schedule	☐	☒
		• Schedule and provide notification	☒	☐
		• Conduct IAT	☒	☐
9C	9.8	Approve mix designs		
		• Concrete	☒	☐
		• Hot Mix Asphalt	☒	☐
9C	9.9	Check Final Materials Documentation	☒	☐
9C	9.10	Complete and Distribute Final Materials Documentation	☒	☐

Construction Civil Rights and Labor Compliance

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	☒	☐

LAWR	No.	Description of Task	Responsible Party LA	CDOT
8,9	10.2	Process CDOT Form 205 – Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	X	
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements.	X	
9	10.5	Conduct Interviews when Project Utilizes On-the-Job Trainees.		
		• Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements.	X	
		• Complete CDOT Form 838 – OJT Trainee / Apprentice Record.	X	
		• Complete CDOT Form 200 – OJT Training Questionnaire.	X	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training requirements)	X	
9	10.7	Submit FHWA Form 1391 – Highway Construction Contractor's Annual EEO Report	X	
	10.8	Contract Compliance and Project Site Reviews		X

Finals

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable		X
10	11.2	Write Final Project Acceptance Letter	X	
10	11.3	Advertise for Final Settlement	X	
11	11.4	Prepare and Distribute Final As-Constructed Plans	X	
11	11.5	Prepare EEO Certification and Collect EEO Forms	X	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
	11.8	Review CDOT Form 1419		X
	11.9	Submit CDOT Professional Services Closeout Report Form	X	

LAWR	No.	Description of Task	Responsible Party: LA	Responsible Party: CDOT
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)		X
11	11.11	Process Final Payment	X	#
	11.12	Close out Local Project	X	#
	11.13	Complete and Submit CDOT Form 950 – Project Closure		X
11	11.14	Retain Project Records	X	#
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	X	#

Cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer oremployee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federalcontract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

https://www.codot.gov/business/civilrights

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30- 1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If

the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

a. Qualifications,

b. Approach to the Work,

c. Ability to furnish professional services.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budget requirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the workbeing pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONALDETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFRChapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFRPart 5) (Construction contracts in excess of $2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employmentof mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to thereceipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached StandardDOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the StandardDOT Title VI assurance

in any contract utilizing federal funds, land, or other aid. The Local Agency shall alsoinclude the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Actof 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifiesall bidders that it will affirmatively ensure that any contract entered into pursuant to thisadvertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementingregulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal AidHighway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. **Compliance with Regulations**

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Codeof Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. **Nondiscrimination**

The Contractor, with regard to the work performed by it after award and prior to

completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to beperformed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mentalor physical handicap or national origin.

iv. **Information and Reports**

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forthwhat efforts have been made to obtain the information.

v. **Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided,however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigationsconducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination onthe basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601),(prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis ofsex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on thebasis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, orsex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability ofTitle VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all ofthe programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA),
As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

   1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

      1.1.1. Grants;
      1.1.2. Contracts;
      1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
      1.1.4. Loans;
      1.1.5. Loan Guarantees;
      1.1.6. Subsidies;
      1.1.7. Insurance;
      1.1.8. Food commodities;
      1.1.9. Direct appropriations;
      1.1.10. Assessed and voluntary contributions; and
      1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

      Award ***does not*** include:

      1.1.12. Technical assistance, which provides services in lieu of money;
      1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
      1.1.14. Any award classified for security purposes; or
      1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

   1.2. **"Contract"** means the contract to which these Supplemental

Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

- **1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- **1.5.2.** A foreign public entity;
- **1.5.3.** A domestic or foreign non-profit organization;
- **1.5.4.** A domestic or foreign for-profit organization; and
- **1.5.5.** A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non- Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient

parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

- **1.15.1.** Salary and bonus;
- **1.15.2.** Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
- **1.15.3.** Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- **1.15.4.** Change in present value of defined benefit and actuarial pension plans;
- **1.15.5.** Above-market earnings on deferred compensation which is not tax-qualified;
- **1.15.6.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

      4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental

Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de- obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

   7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

      7.1.1 Subrecipient DUNS Number;

      7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

      7.1.3 Subrecipient Parent DUNS Number;

      7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

      7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

      7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

   7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

      7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

      7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zipcode + 4, and

Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person,unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangementas defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under theContract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		

	Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. All questions are required to be answered.* *2. Utilize the "Comment" section below the last question for additional responses.* *3. When complete, check the box at the bottom of the form to authorize.*	Yes	No	N/A
EXPERIENCE ASSESSMENT		**Yes**	**No**	**N/A**
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2	Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.*	☐	☐	
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT		**Yes**	**No**	**N/A**
4	Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years?	☐	☐	☐
5	a) Were there non-compliance issues in this prior review?	☐	☐	☐
	b) What were the number and extent of issues in prior review?	☐ *1 to 2*	☐ *>3*	☐
OPERATION ASSESSMENT		**Yes**	**No**	**N/A**
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
FINANCIAL ASSESSMENT		**Yes**	**No**	**N/A**
7	a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
	b) If Yes, who approved the rate, and what date was it approved?			
8	Is this grant/award 10% or more of your entity's overall funding?	☐ *>10%*	☐ *<10%*	
9	Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.*	☐	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

	INTERNAL CONTROLS ASSESSMENT	Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥6	☐ 2 to 5	☐ < 2
	IMPACT ASSESSMENT	**Yes**	**No**	**N/A**
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
	PROGRAM MANAGEMENT ASSESSMENT	**Yes**	**No**	**N/A**
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.*	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.*	☐	☐	☐

	d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.*	☐	☐	☐
	e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements)? If Yes, please submit with this form.*	☐	☐	☐

Comments *- As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

Tool Version: v2.0 (081816)

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and AuditRequirements for Federal Awards ("Uniform Guidance"), Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meaningsascribed to them below.

1.1. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38

1.2. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.3. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37

1.4. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

1.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual,a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR§200.51.

1.6. "OMB" means the Executive Office of the President, Office of Management and Budget.

1.7. "Recipient" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

1.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions ofhigher education.

1.9. **"Subrecipient"** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.

1.10. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.11. **"Uniform Guidance Supplemental Provisions"** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. **Compliance**. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **Procurement Standards.**

3.1 **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,

§§200.318 through 200.326 thereof.

3.2 **Procurement of Recovered Materials**. If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the

provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant tothe Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514(Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be electedfor research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when duein accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by UniformGuidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of thefollowing applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuantthereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspendedin whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuantto section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be

required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractorsmust be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is other wise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and anyimplementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220)must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, oran employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. **Certifications**. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208.Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

   7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

8. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. **Performance Measurement**. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

   Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

   The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N
Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served

b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage

e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
    i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;

iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be foundat: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:
Project Title:		Project No:
Project Duration: To:		From:
State Agency:	CDOT	

This form serves as notification that there has been a change to the reporting requirements set forth in theoriginal SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement **(Add/Delete/Modify)**	**Project Number**	**Reporting Requirement**

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form tothe State Agency within 10 business days of the date sent by that Agency.

_____ _____

Local Agency Date

_____ _____

CDOT Program Manager Date

Exhibit R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓
EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

Town Council

Board Meeting Date: 10/14/2025

File #: 25-572, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving the Amended Engagement Letter with Lyons Gaddis

DEPARTMENT: Town Manager's Office

PRESENTER(S): Kendra Carberry, Town Attorney

TIME ESTIMATE: 0 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY: NA

POLICY ISSUES:
The Town Council is required to approve all legal counsel contracts.

STAFF RECOMMENDATION:
Approve amended letter of engagement with Lyons Gaddis to add additional scope of work for construction contract review.

SUMMARY/KEY POINTS
Lyons Gaddis already provides the Town with legal services related to water law; this amended letter of engagement would also allow staff to use Lyons Gaddis for construction contract review.

BACKGROUND OF SUBJECT MATTER:
Section 1-6-4 of the Erie Municipal Code authorizes the Town Attorney to contract with other properly licensed and qualified attorneys for legal services that may require specialized legal work, such as water law or bond law, and also in cases of conflict. As noted above, Lyons Gaddis serves as the Town's legal counsel retained to represent the Town's interests with regard to waters rights matters.

Construction contracts have become a more complicated area of the law. The Town is starting work on several especially large utility and facility construction projects and the Town Attorney wishes to contract for legal counsel with relevant experience to review and assist with contracts in this area. Town staff identified John Chiml, an attorney with Lyons Gaddis, who has significant experience in

this area. Town Attorney Carberry interviewed Chiml and confirmed his experience in this area and is confident he could help the Town. Under the terms of this engagement, Chiml will have primary responsibility for supervising the work for the Town's review and analysis of construction contracts and related matter.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

☐ Traffic & Road Infrastructure
☐ Growth & Development
☐ Water Cost & Availability
☐ Affordable & Diverse Housing
☐ Increased Commercial Development
☐ Responsible Oil & Gas Development
☐ Preservation of Open Space
☐ Recreation & Community Amenities
☐ Multi-Modal Focus

ATTACHMENT(S):

1. Resolution
2. Letter of Engagement Amendment

Town of Erie
Resolution No. 25-171

A Resolution of the Town Council of the Town of Erie Approving an Amendment to the Legal Services Agreement with Law Firm of Lyons Gaddis

Whereas, on August 12, 2025, the Town and the law firm of Lyons Gaddis entered into a Legal Services Agreement.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The First Amendment to the Legal Services Agreement with Lyons Gaddis is hereby approved in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the First Amendment on behalf of the Town.

Adopted this 14th day of October, 2025.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

LYONS GADDIS
ATTORNEYS & COUNSELORS

Peter C. Johnson
pjohnson@lyonsgaddis.com
D: 303-678-6514

October 6, 2025

Via Email: klc@hpwclaw.com

Town of Erie
c/o Kendra Carberry
645 Holbrook Street
Erie, CO 80516

Re: Amendment to Engagement Letter and Legal Services Agreement

Dear Ms. Carberry:

This letter will serve as a proposed Amendment to the August 12, 2025, Engagement Letter and Legal Services Agreement ("LSA") between Lyons Gaddis, P.C. ("Firm") and the Town of Erie ("Erie").

The Firm and Erie hereby agree that Paragraphs 2, 3 and 5 of the LSA shall be replaced in its entirety with the following paragraph:

2. **Description of Legal Services:** The Firm understands that it has been retained to represent the Town's interests with regard to waters rights matters, and to assist in the review and analysis of construction contracts and related matters referred to us by the Town. We intend to perform these legal services in a professional manner and will keep the Town informed of all material developments in a reasonable and timely fashion. We will strive to provide our best judgment in light of the law and the particular facts made known to us. In this regard, we ask that Town communicate any information to us fully and candidly. Also, we ask that Town work with us to continuously monitor and discuss the matter so that we can agree on a course of action that best achieves the Town's goals.

3. **Supervising Attorney:** The attorney with principal responsibility for supervising the work for the Town's water rights matters will be Peter Johnson, and the attorney with primary responsibility for supervising the work for the Town's review

and analysis of construction contracts and related matters will be John Chmil However, our goal is to provide quality legal services to the Town in a cost-effective manner. As a result, the Firm reserves the right to assign other lawyers in the Firm to represent the Town, if in the Firm's reasonable judgment that becomes necessary or will otherwise benefit the Town. The Firm also reserves the right to assign various tasks to Firm staff (*e.g.*, paralegals, law clerks), as appropriate.

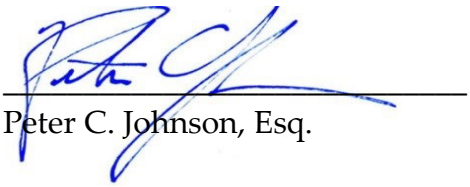
5. **Fee Arrangement:** The current billing rate for Peter Johnson is $330.00 per hour; and the current billing rate for John Chmil is $316.00 per hour, and the current billing rate for paralegals and law clerks is $155.00 per hour. The Firm generally raises its rates at the beginning of each calendar year and reserves the right to increase and/or modify the above-stated rates over time; provided, however, that the Firm will provide the Town with advance notice of any rate changes. The Firm's monthly billing statement will reflect the current rates in effect at the time the service was performed.

- - - - *End of Amended Paragraphs 2, 3 and 5* - - - -

If Erie agrees to this Amendment to the LSA, please sign in the space provided below and return this Amendment to the LSA to me by email at pjohnson@lyonsgaddis.com.

Thank you.

Sincerely,



Peter C. Johnson, Esq.

Town of Erie

By:_____ Date:_____

Its:_____

TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 10/14/2025

File #: 25-573, **Version:** 1

SUBJECT:
Presentation of 90 Second Celebration Video

DEPARTMENT: Administrative Operations

PRESENTER(S): Melissa Wiley, Deputy Town Manager

TIME ESTIMATE: 5 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
NA

POLICY ISSUES:
NA

STAFF RECOMMENDATION:
NA

SUMMARY/KEY POINTS
This will be a brief presentation of a video highlighting Town staff accomplishments from the last month.

BACKGROUND OF SUBJECT MATTER:
NA

TOWN COUNCIL PRIORITY(S) ADDRESSED:
☐ Traffic & Road Infrastructure
☐ Growth & Development
☐ Water Cost & Availability
☐ Affordable & Diverse Housing
☐ Increased Commercial Development
☐ Responsible Oil & Gas Development
☐ Preservation of Open Space
☐ Recreation & Community Amenities

☐ Multi-Modal Focus

ATTACHMENT(S):
NA

Town Council

Board Meeting Date: 10/14/2025

File #: 25-546, **Version:** 1

SUBJECT:
Presentation of the 2024 Annual Comprehensive Financial Report and Audit

DEPARTMENT: Finance

PRESENTER(S): Sara Hancock, Director of Finance
Anne Penney, Deputy Director of Finance
Allison Slife, Principal, CliftonLarsonAllen LLP

TIME ESTIMATE: 30 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
N/A

POLICY ISSUES:
Understanding and awareness of the Annual Comprehensive Financial Report for 2024.

STAFF RECOMMENDATION:
No action required - information purposes only.

SUMMARY/KEY POINTS

- The Annual Comprehensive Financial Report (ACFR) is the Town of Erie's official annual financial report.
- The audit of the financial statements for the year ended Dec. 31, 2024, was performed by CliftonLarsonAllen LLP (CLA).
- CLA issued an unmodified opinion on the Town's financials for 2024.

BACKGROUND OF SUBJECT MATTER:
Following is a brief commentary on the annual audit report. Representatives from CLA will also provide comments on the audit and internal control findings and will be available for questions.

Annual Comprehensive Financial Report Summary
For readers new to ACFRs, reading management's discussion and analysis (MD&A) provides a good starting point. The MD&A provides an analysis and overview of the financial statements and results

of operations. It also provides explanations of the various sections of the ACFR. In addition to the financial statements themselves, the footnotes are also a critical part of the ACFR. The footnotes provide information on accounting policies followed by the Town in preparation of the ACFR, details on specific financial statement items (e.g., deposits and investments), along with other important disclosures. Including the MD&A, the ACFR consists of four sections, as follows:

- The introductory section includes a table of contents, a letter of transmittal, the GFOA Certificate of Achievement, and a list of Town officials.
- The financial section includes the auditors' opinion, management's discussion and analysis (MD&A), financial statements, and notes to the financial statements. Also included in this section are schedules for those funds considered nonmajor (as defined by accounting standards), combining schedules, and budget variance schedules for the various funds.
- The statistical section includes required and optional statistical tables containing various types of information related to the Town's financial trends, revenue and debt capacity, demographic and economic data, and operating information.
- The compliance section consists of required disclosures related to certain outstanding bonds, the auditors' report on internal control and compliance, the auditors' report on compliance for each major federal program, the schedule of expenditures of federal awards and related notes, the schedule of findings and questioned costs, the Town's corrective action plan, and the Local Highway Finance Report.

The ACFR is prepared in accordance with generally accepted accounting principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB). The objective of the audit performed by CLA was to provide assurance that the Annual Report is in conformity with those standards in all material respects. CLA issued an unmodified opinion on the Town's financials for 2024, a so-called "clean" opinion.

The Town also strives to prepare the ACFR to meet the standards of the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting award program. This program encourages preparers of ACFRs to go beyond the minimum requirements of GAAP and strive for transparency and full disclosure in their ACFR. The Town has received this award for the years 2004-2023 and will submit the 2024 Annual Report to GFOA for consideration for the award.

The Single Audit Act requires that a non-Federal entity that expends $750,000 or more in a fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200. The Town exceeded this threshold for 2024, and the single audit information is included in the Compliance Section of the ACFR.

Findings and Corrective Actions

The Town received three audit findings in the 2024 ACFR. Audit Finding, 2024-001, Material Weakness in Internal Control over Financial Reporting, noted that several audit adjustments and revisions were necessary to properly state balances at year-end. Finance staff have already made

efforts to update our year-end checklist and procedures to ensure all entries are included and reviewed for accurate financial statements.

The Town received a Qualified Opinion on Assistance Listing No. 21.027 COVID-19 Coronavirus State and Local Fiscal Recovery Funds as described in finding number 2024-002 for Procurement and Suspension and Debarment. This finding noted that two vendors selected for testing were inactive in SAM.GOV, despite working on a federally funded project requiring active registration. The Town's April 2025 Purchasing Policy update, as outlined in the Corrective Action Plan, now includes steps to verify SAM.GOV status during the requisition process before issuing purchase orders. The Town will also continue to work with legal counsel to update templates to include suspension and debarment language in the Request for Proposal (RFP) and Contract process.

Audit Finding 2024-003 was related to the Reporting compliance requirement for the Airport Improvement Program. It was noted that one required report was not submitted timely and the other required report was not submitted. The Town hires an outside consultant to complete these reports. Town staff have already met to discuss how we can ensure all appropriate staff and consultants are aware of reporting requirements and that they are submitted accurately and timely.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

☐ Attractive Community Amenities
☐ Engaged and Diverse Community
☒ Prosperous Economy
☐ Well-Maintained Transportation Infrastructure
☐ Small Town Feel
☐ Safe and Healthy Community
☒ Effective Governance
☐ Environmentally Sustainable
☒ Fiscally Responsible

ATTACHMENT(S):

1. 2024 Annual Comprehensive Financial Report
2. Clifton Larson Allen Audit Presentation



TOWN OF ERIE, COLORADO

ANNUAL COMPREHENSIVE FINANCIAL REPORT

YEAR ENDED DECEMBER 31, 2024

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August 29, 2025

To the Honorable Mayor, Members of the Town Council, and Residents of the Town of Erie:

State Law requires all general-purpose local governments to publish within six months of the close of each fiscal year a complete set of audited financial statements. Pursuant to that requirement and the granted extension, we hereby issue this annual comprehensive financial report of the Town of Erie (the Town) for the fiscal year ended December 31, 2024.

This report is management's representation concerning the Town's finances. Management assumes full responsibility for the completeness and reliability of the information presented in this report. To provide a reasonable basis for making these representations Town management has established a comprehensive internal control framework designed both to protect the Town's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the Town's financial statements in conformity with Generally Accepted Accounting Principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the Town's internal controls have been designed to provide a reasonable rather than absolute assurance that the financial statements are free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

CliftonLarsonAllen LLP, Certified Public Accountants, have issued unmodified ("clean") opinions on the Town's financial statements for the year ended December 31, 2024. The independent auditors' report is located at the front of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditors' report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter and should be read in conjunction with it.

Profile of the Town

Erie was platted on January 25, 1871 and incorporated as the Town of Erie on November 16, 1874. It is the second oldest municipality in Weld County. Founded as a rural coal-mining town, Erie is now located on the northern fringe of the Denver-Boulder Metropolitan Area. The estimated population of the Town at December 31, 2024, is approximately 40,183, with a planning area that includes 48 square miles in Boulder and Weld Counties. The Town levies property tax on real properties located within its boundaries, has a municipal sales and use tax, and is empowered by state statute to extend its corporate limits by annexation. Annexation occurs periodically when deemed appropriate by the governing Council.

The Town has operated under the Trustee-Administrator form of government since its first meeting on November 16, 1874, as a statutory town. In November 2023, Town of Erie residents approved the Town's "Home Rule" status. This changed the structure of government to a Council-Manager form of government. Policy-making and legislative authority are vested in the Town Council consisting of the mayor and six members. The Council is responsible for passing ordinances, adopting the budget, appointing committees, and appointing the Town Manager, Town Attorney, Municipal Judge, and Town Prosecutor. The Town Manager is responsible for carrying out the goals, policies, and ordinances of the Council, for overseeing the day-to-day operations of the Town, and for appointing the heads of the various departments, including a chief financial officer. The Council is elected on a nonpartisan basis. The Mayor is elected at large for a four-year term and six Council Members are elected from three Town districts, two from each respective district, for staggered four-year terms at each biennial election.

The Town provides a full range of services, including police protection; public works, engineering, and street maintenance; parks, trails, open space, and recreational activities; planning and development services; economic development; environmental services and administration. The Town also offers business-type services from its water, sewer, and storm drainage utilities, and the municipal airport. In addition, although it is a separate legal entity, the Town has established the Town of Erie Urban Renewal Authority (URA).

Other traditional municipal services such as fire protection and library services are provided to Erie's residents by outside special districts not affiliated with the Town. Other utility services, such as electricity, gas, and trash services, are provided by private companies not affiliated with the Town. Since these organizations are not affiliated with the Town, their financial information is not reported in the Town's financial statements.

The annual budget serves as the foundation for the Town's financial planning and control. All departments submit requests for appropriation to the Finance Director. The Finance Director and Town Manager use these requests to begin developing a proposed budget. The budget is presented to the Council for review prior to October 15. The Council is required to hold public hearings on the proposed budget and to adopt a final budget no later than December 15. The Town's fiscal year ends on December 31. The appropriated budget is prepared by fund (e.g., general), department (e.g., police), and division (e.g., patrol). Department heads may transfer appropriations within a department, but not between funds. Transfers of appropriations between funds, and appropriations increasing the budget, require Council approval.

Factors Affecting Financial Condition

A government's finances are related to the local and national economies. For example, a downturn in the local economy may reduce the government's revenues as well as increase the demand for services from residents. The information presented in the financial statements is perhaps best understood when it is considered from a broader perspective.

Local Economy

Until the mid-1990's the Town experienced very slow population growth. However, since 2000 the Town's population has quadrupled, primarily reflecting growth in single-family residential homes. Residential construction activity was strong, though slightly slower than the prior year, with 907 permits for new residential properties issued compared to 721 permits in 2023. To support the continued growth, the Town assesses permit, impact, and tap fees and uses this revenue to pay for public improvements such as parks, recreation facilities, and transportation infrastructure. In addition, these fees are used to develop water resources and water, wastewater, and storm drainage infrastructure.

Town sales tax revenues are a key source of funding for services provided to the Town's residents and businesses. The Town expects that sales tax revenues will continue to grow as residential and commercial development occurs in and around the community. The opening of King Soopers on Highway 7 in the last quarter of 2017 significantly increased the Town's sales tax revenues. In 2019, a change in internet sales tax regulations resulted in another sales tax increase as the Town began collecting taxes on online sales to Erie residents. In 2020, construction activity finally began on the southeast corner of Highway 287 and Arapahoe Road. The development – called Nine Mile – includes a Lowe's, mixed retail and commercial, and multi-family housing, which opened in 2022. The second phase of this development includes a King Soopers which opened in late 2024. The Town continues to work on implementing a long-range plan for developing the Town's eastern edge along Interstate 25, which includes 255 acres the Town strategically purchased to be a critical element in the economic development of this area. The Town continues to work on increasing the number of businesses throughout the community, including initiatives to enhance Historic Downtown Erie, Town Center/Four Corners, and the Highway 7 corridor, among other areas of potential development.

The immediate vicinity, including the Town, Boulder County, and Weld County, has an employed labor force of about 369,000. The Town's major employers range from retail to engineering to education to healthcare to light manufacturing. As of December 31, 2024, the Town government had 307.7 budgeted full-time equivalent employees, making it one of Erie's top five employers. As indicated above, the community is expected to maintain strong growth of high-quality residential construction. This growth should translate into corresponding growth in the number and variety of businesses in the community.

Long-term Financial Planning

As indicated above and discussed elsewhere in this report, the Town continues to maintain strong fund balance positions in its various funds. The Council and management believe it is prudent to conserve its level of reserves in the General Fund as the Town experiences continued growth and expands and diversifies its commercial base. This growth can be expected to lead to increased levels of sales, use and property tax revenues, in addition to other revenue sources not directly dependent on residential development.

The Council and staff assess the need for additional capital improvements as part of its long-range planning process. As part of the annual budget process, staff updates projections of capital needs over the next five years. Projects currently in progress or under consideration include an expansion of and improvements to the Town's park system, various roadway projects, increases in the capacity of the water and wastewater systems, and additions to the Town's open space and trails. In addition, the Town is a participant in both the Windy Gap Firming Project and the Northern Integrated Supply Project, as well as developing other water resources to ensure adequate water supplies as the Town grows.

Relevant Financial Policies

The Town has adopted various financial policies over the years, with periodic revisions when appropriate. These policies guide the financial operations of the Town and provide structure when developing the budget. The Town's operating reserve policy requires the Town to maintain a fund balance in the General Fund of 25% of the current year's budgeted operating expenditures, with amounts over that percentage transferred to the Capital Improvement Fund and expended for one-time capital expenditures unless otherwise authorized by the Town Council. Enterprise funds must maintain a ninety-day operating and maintenance expense reserve plus 2% of the net book value of capital assets. All funds exceeded reserve requirements as of December 31, 2024.

Awards and Acknowledgements

The Government Financial Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Town for its annual comprehensive financial report for the fiscal year ended December 31, 2023. This was the 20th consecutive year the Town has received this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for only one year. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

We would like to express our appreciation to all staff members who assisted and contributed to the preparation of this report. This report would not have been possible without the efficient and dedicated services of the entire staff of the Finance and Administration departments. Credit also must be given to the Mayor and the Town Council for their unfailing support for maintaining the highest standards of professionalism in the management of the Town of Erie's finances.

Respectfully submitted,

Malcolm Fleming
Town Manager

Sara Hancock
Finance Director

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Town of Erie
Colorado

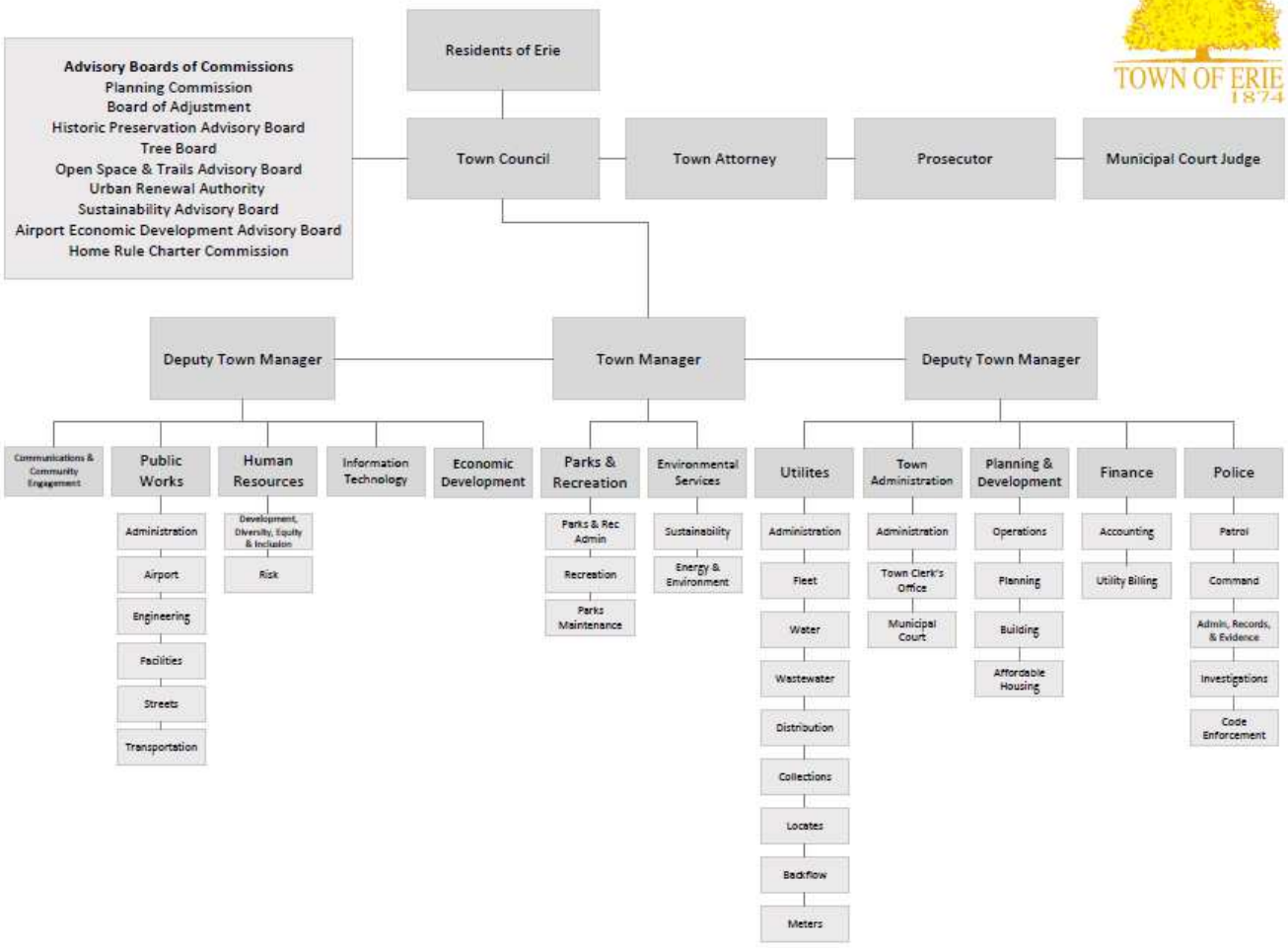
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2023

Christopher P. Morrill

Executive Director/CEO

TOWN OF ERIE ORGANIZATIONAL CHART



*As of budget adoption 2025

Town of Erie, Colorado
List of Town Officials

Elected Officials - Mayor and Town Council

Andrew J. Moore	Mayor
Brandon Bell	Mayor Pro Tem
Anil Pesaramelli	Member
Emily Baer	Member
John Mortellaro	Member
Brian O'Conner	Member
Dan Hoback	Member

Appointed Officials

Malcolm Fleming	Town Manager
Amanda Bailhache	Municipal Court Judge
Christy Ausmus	Prosecuting Attorney
Kendra Carberry	Town Attorney

Senior Staff

Patrick Hammer	Deputy Town Manager
Melissa Wiley	Deputy Town Manager
Sara Hancock	Director of Finance
Todd Fessenden	Director of Utilities
Denise Jakan	Director of Information Technology
Gabi Rae	Communications & Community Engagement Director
Alicia Melendez	Director of Human Resources
Julian Jacquin	Director of Economic Development
Sarah Nurmela	Director of Planning & Development
Richard Mathis	Chief of Police
Meredyth Muth	Administrative Operations Director
Luke Bolinger	Parks & Recreation Director
David Pasic	Director of Public Works
David Frank	Director of Environmental Services

Note: List is as of the issuance date of this report.

FINANCIAL SECTION

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Town Council
Town of Erie
Erie, Colorado

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Erie (the Town), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town, as of December 31, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison statements for the General Fund, Grants Fund, and the Erie Urban Renewal Authority Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLAglobal.com/disclaimer.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and GASB required pension schedules as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The combining and individual fund statements and schedules, the Local Highway Finance Report, and the Schedule of Expenditures of Federal Awards as required by Title 2 U.S. *Code of Federal Regulations,* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (collectively, the supplementary information) are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections and the continuing disclosures but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated August 29, 2025, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Denver, Colorado
August 29, 2025

The Town of Erie's (Town) management offers readers this narrative overview and analysis of the Town's financial activities for the fiscal year ended December 31, 2024. We encourage readers to consider the information presented here in conjunction with additional information furnished in the letter of transmittal, found earlier in this report. Amounts in this section are rounded for purposes of easier understanding.

FINANCIAL HIGHLIGHTS

- The Town's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources at the end of 2024 by $953.6 million (net position). Of this amount, $200.8 million (unrestricted net position) may be used to meet the Town's ongoing obligations in accordance with financial policies.

- The Town's total net position increased by $101.2 million or 11.9%, compared to 2023. Governmental net position increased by $36.7 million or 10.2%, and business-type net position increased by $64.5 million, or 13.1%.

- At December 31, 2024, the Town's governmental funds reported combined ending fund balances of $137.4 million, an increase of $8.5 million from 2023. This increase reflects higher levels of sales tax revenues, increased grant funding, and expense control efforts.

- The General Fund, the Town's primary operating fund, reported unassigned fund balance of $20.4 million, representing 34.1% of actual operating expenditures for 2024.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. These consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all the Town's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between these categories reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The *statement of activities* presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). One purpose of the design of the statement of activities is to show the financial reliance of the Town's distinct functions on revenues provided by the Town's taxpayers.

Both government-wide financial statements distinguish Town functions that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The Town's governmental activities include general government (including the Town's urban renewal authority activities), public safety, public works, and parks and recreation. Business-type activities include the water system, wastewater system, storm drainage system and municipal airport.

The government-wide financial statements can be found on pages 26 and 27 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the Town's funds can be divided into two categories: governmental funds and proprietary funds.

Governmental funds are used to account for essentially the same functions as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. This information may be useful in evaluating the Town's near-term financing requirements.

Because the focus of governmental funds is narrower than that of government-wide financial statements, it is useful to compare the governmental funds information with similar information presented for governmental activities in the government-wide financial statements. By comparing the information, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide reconciliations to facilitate a comparison between governmental funds and governmental activities.

During 2024, the Town had 14 individual governmental funds, including the Town's urban renewal authority (URA). The General Fund is considered a *major fund*, as is the Governmental Grants Fund, and the URA. Their fund information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances. The remaining individual governmental fund statements are provided in the form of combining statements in a later section of this report.

The Town adopts an annual appropriated budget for each of its governmental funds other than the Erie Community Civic Fund. Budgetary comparison statements for the general fund and the major special revenue funds are included in the basic financial statements to demonstrate compliance with the adopted budget.

The basic governmental fund financial statements can be found on pages 28 – 34 of this report.

The Town maintains two types of ***proprietary funds*** - enterprise and internal service funds. The proprietary fund financial statements are prepared on the accrual basis of accounting. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Town uses enterprise funds to account for its water, wastewater, storm drainage and airport operations.

The Airport Fund qualifies as an enterprise fund under GAAP, as it charges fees to external users. However, it does not meet the Taxpayer's Bill of Rights (TABOR) definition of an enterprise fund due to its establishment prior to TABOR becoming law.

Internal service funds are accounting devices used to accumulate and allocate costs internally among the Town's various functions. At the end of 2019, the Town created its first internal service fund, to be used to account for its fleet of vehicles and heavy equipment. These services predominantly benefit the governmental rather than business-type functions. As such, they are included within the governmental activities in the government-wide financial statements. The activity in the Fleet and Equipment Acquisition Fund is used for monitoring the Town's fleet of vehicles and heavy equipment and is allocated between the governmental and business-type activities based upon actual usage. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

The Town adopts an annual appropriated budget for its proprietary funds. Budgetary comparisons for the proprietary funds are included in a later section of this report.

The basic proprietary fund financial statements can be found on pages 35 – 38 of this report.

Notes to the Financial Statements

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements. The notes to the financial statements can be found on pages 39 – 75 of this report.

Required Supplementary Information

Required supplementary information providing certain supporting pension schedules can be found on pages 77 and 78.

Supplementary Information

Supplementary information, including combining statements for the nonmajor governmental funds (referred to earlier) are presented following the required supplementary information. In addition, budget statements for proprietary funds are also presented in this section. This information can be found on pages 80 – 105.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

Statement of Net Position

As noted above, over time net position may serve as a useful indicator of a government's financial position. As of December 31, 2024, the Town's net position (assets and deferred outflows of resources less liabilities and deferred inflows of resources) was $953.6 million, an increase of $101.2 million over the total at December 31, 2023. The Town reported positive balances in net position for both governmental and business-type activities. Net position increased by $36.7 million in its governmental activities and $64.5 million in its business-type activities.

The following table reflects the Town's condensed statement of net position.

Statement of Net Position
December 31, 2024 and 2023
(In Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Assets:						
Current and Other Assets	$ 164,232	$ 153,488	$ 180,347	$ 148,305	$ 344,579	$ 301,793
Capital Assets	274,736	247,708	424,053	395,466	698,789	643,174
Total Assets	438,968	401,196	604,400	543,771	1,043,368	944,967
Deferred Outflows of Resources	2,759	3,127	2,037	2,213	4,796	5,340
Liabilities:						
Long-Term Liabilities	17,456	18,703	47,914	50,675	65,370	69,378
Other Liabilities	10,898	9,878	2,418	3,724	13,316	13,602
Total Liabilities	28,354	28,581	50,332	54,399	78,686	82,980
Deferred Inflows of Resources	15,901	14,925	-	-	15,901	14,925
Net Position:						
Net Investment in Capital Assets	258,536	232,640	380,155	347,535	638,691	580,175
Restricted	113,088	77,621	931	1,433	114,019	79,054
Unrestricted	25,848	50,556	175,019	142,617	200,867	193,173
Total Net Position	$ 397,472	$ 360,817	$ 556,105	$ 491,585	$ 953,577	$ 852,402

The Town's net investment in capital assets represents 67.0% of its net position. These capital assets are used to provide necessary services to residents and therefore are not available for future spending. It should be noted that the resources to repay the associated debt must be provided from other sources, since capital assets themselves cannot be liquidated to provide the resources.

Restricted net position accounts for 12.0% of total net position, representing resources that are subject to external restrictions on how they may be used. The remaining component of net position is unrestricted, representing 21.0% of the Town's total net position and may be used to meet ongoing obligations to the Town's residents and creditors.

Statement of Activities

The following table provides a summary of the Town's statement of activities.

Statement of Activities
Years Ended December 31, 2024 and 2023
(In Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program Revenues:						
Charges for Services	$ 16,920	$ 14,466	$ 24,388	$ 20,285	$ 41,308	$ 34,751
Operating Grants and Contributions	7,373	7,637	1,764	-	9,137	7,637
Capital Grants and Contributions	23,300	40,977	56,348	56,509	79,648	97,486
General Revenues:						
Taxes	47,204	41,110	-	-	47,204	41,110
Grants	-	-	-	-	-	-
Investment Earnings	6,528	6,196	7,293	6,543	13,821	12,739
Other	1,963	5,137	282	121	2,245	5,258
Total Revenues	103,288	115,523	90,075	83,458	193,363	198,981
Expenses:						
General Government	23,501	16,466	-	-	23,501	16,466
Public Safety	10,126	9,778	-	-	10,126	9,778
Public Works	17,008	12,769	-	-	17,008	12,769
Parks and Recreation	15,172	13,188	-	-	15,172	13,188
Interest on Long-Term Debt	586	563	-	-	586	563
Water	-	-	15,262	13,181	15,262	13,181
Wastewater	-	-	7,170	7,190	7,170	7,190
Storm Drainage	-	-	2,722	1,932	2,722	1,932
Airport	-	-	641	288	641	288
Total Expenses	66,393	52,764	25,795	22,591	92,188	75,355
Increase (Decrease) in Net Position Before Transfers	36,895	62,759	64,280	60,867	101,175	123,626
Transfers	(240)	(252)	240	252	-	-
Increase (Decrease) in Net Position	36,655	62,507	64,520	61,119	101,175	123,626
Net Position - Beginning of Year	360,817	298,310	491,585	430,466	852,402	728,776
Net Position - End of Year	$ 397,472	$ 360,817	$ 556,105	$ 491,585	$ 953,577	$ 852,402

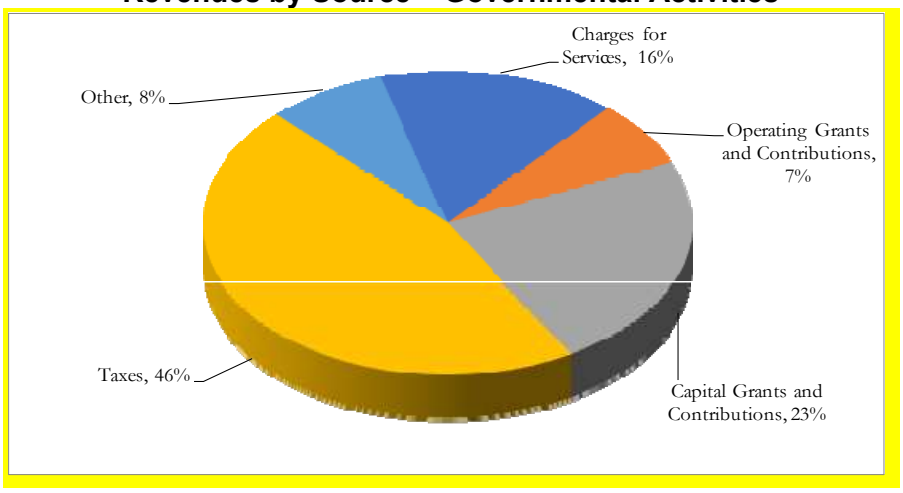
Governmental Activities – Revenues

During 2024, the Town's primary revenue sources for governmental operations included taxes, accounting for 45.7% of total governmental revenues. In addition, capital grants and contributions represented 22.6% of total governmental revenues while charges for services made up 16.4%. Program revenues of $47.6 million were $18.8 million less than expenses. This is an ordinary occurrence for governments and indicates that taxes provide a primary source of revenues to support governmental operations.

Total governmental activities revenues of $103.3 million had a decrease of $12.2 million or 10.6%, compared to 2023. Contributing to the decrease was capital grants and contributions which decreased a total of $17.7 million or 43.1% compared to 2023.

The following chart provides the breakdown of revenues by source for 2024:

Revenues by Source – Governmental Activities



Governmental Activities – Expenses

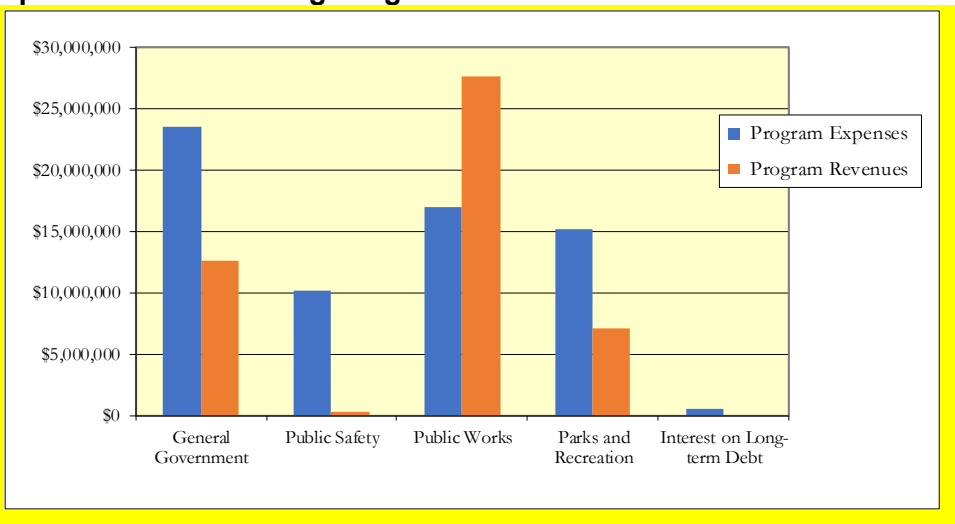
Total governmental activities expenses were $66.4 million in 2024, an increase of $13.6 million, or 25.8%, compared to 2023. The increase in expenses was due to the following:

- Public works expenses increased $4.2 million or 33.2%, compared to 2023. This reflects increasing service levels and maintenance of Town properties due to continued growth of the Town.

- All other expenses increased $9.4 million, or 23.5%, compared to 2023. This reflects the additional staff and service level needed to support a growing town.

The following chart provides a comparison of 2024 expenses by function compared to the related program revenues for governmental activities:

Expenses and Offsetting Program Revenues – Governmental Activities



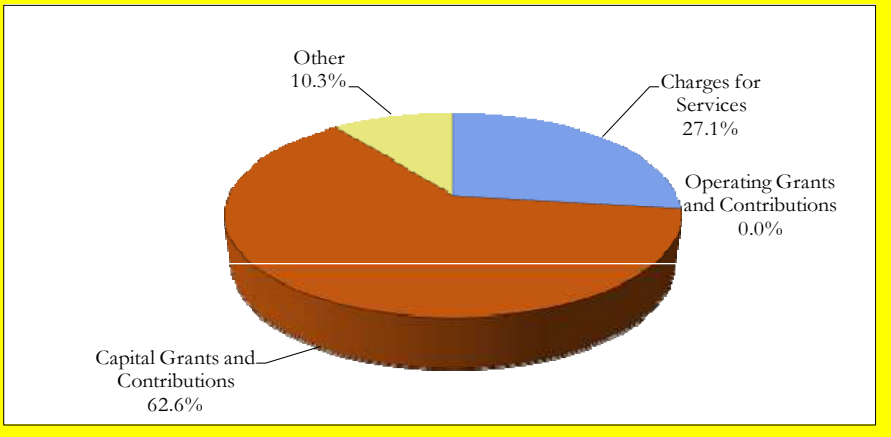
Business-Type Activities – Revenues

Business-type activities primarily rely on charges for services to support related expenses. Charges for services of $24.4 million for business-type activities represented 27.1% of total 2024 business-type revenues.

The other primary source of revenue, representing 62.6% of revenues, comes primarily from capital contributions in the form of tap fees, developer constructed donated capital and reimbursements, and grants. This source of revenue was $56.3 million in 2024, a decrease of $0.2 million, or 0.3%, compared to 2023. This is due to a decrease in tap fees associated with new building development when compared to the prior year.

The following chart provides the breakdown of revenues by source for business-type activities for 2024:

Revenues by Source – Business-Type Activities

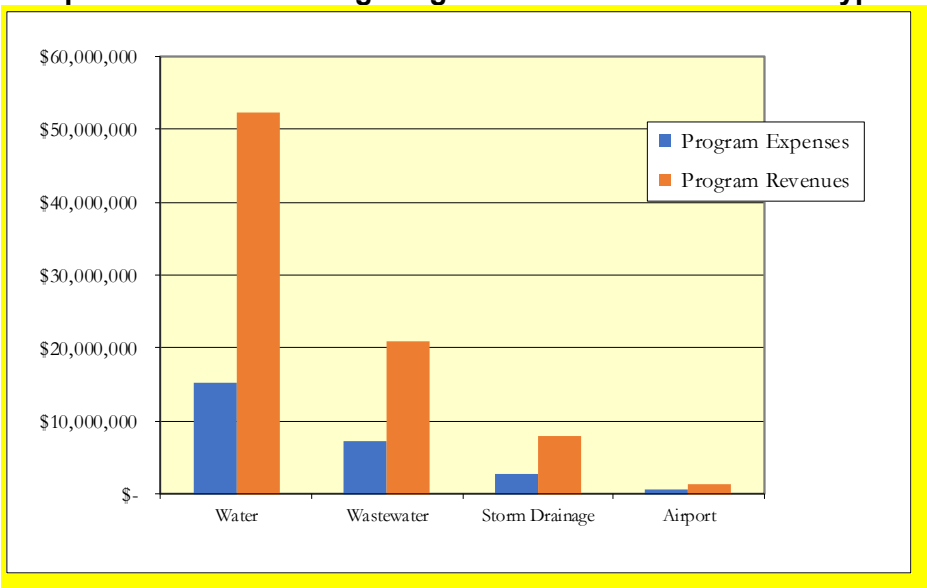


Business-Type Activities – Expenses

Business-type expenses were $25.8 million in 2024, an increase of $3.2 million , or 14.2%, compared to 2023. Contributing to this increase were increased personnel, operations and maintenance, and depreciation expenses in the Water, Wastewater, and Storm Drainage funds, all reflecting the continued growth of the Town.

The following chart provides a comparison of 2024 expenses by function compared to the related program revenues for business-type activities:

Program Expenses and Offsetting Program Revenues – Business-Type Activities



FINANCIAL ANALYSIS OF THE TOWN'S FUNDS

As discussed earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. Unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. Unassigned fund balance is one of five fund balance classifications, as follows: nonspendable, restricted, committed, assigned, and unassigned fund balance.

Fund balances are the differences between assets and deferred outflows of resources, and liabilities and deferred inflows of resources in a governmental fund. The nonspendable fund balance includes amounts that are not in spendable form or amounts that are required to be maintained intact. Restricted fund balance includes amounts that can be spent only for the specific purposes stipulated by external providers, such as grant providers or bondholders, as well as amounts that are restricted constitutionally or through legislation. Committed fund balance includes amounts that can be used only for the specific purposes that are determined by formal action of the government's highest level of decision-making authority. Assigned fund balance applies to amounts that are intended for specific purposes as expressed by the governing body and applies to remaining resources in any governmental fund other than the general fund. Unassigned fund balances include all amounts not contained in other classifications for the general fund, and deficit fund balances in any other governmental fund.

As of the end of the current fiscal year, the Town's governmental funds reported combined ending fund balances of $137.4 million. Of that amount, $1.5 million was nonspendable, $114.4 million was restricted, $0.5 million was committed, $3.3 million was assigned and $17.7 million was unassigned fund balance.

The General Fund, the primary operating fund of the Town, had a fund balance at December 31, 2024, of $30.2 million of which $1.5 million was nonspendable, $5.0 million was restricted, $3.3 million was assigned and $20.4 million was unassigned.

As just noted, the General Fund has $1.5 million in nonspendable fund balance. This amount primarily represents the noncurrent portion of advances to the URA, used to fund operations and the acquisition of certain properties in planned urban renewal areas. This advance will be repaid by the URA as urban renewal projects are identified and tax increment bond financing related to these projects is obtained by the URA or recovered through other revenue sources. Additionally included are the prepaid insurance costs for the Town's insurance provider CIRSA, as well as technology fees related to the Town's financial system, Tyler. See Note 3.D. on page 56 for more information.

As a measure of the General Fund's liquidity, it is useful to compare unassigned fund balance to total fund expenditures. The unassigned fund balance of $20.4 million represents 34.1% of General Fund 2024 actual operating expenditures and 25.6% of 2024 budgeted operating expenditures.

The Town has two General Fund reserve policies. The first requires a reserve of 25% of operating expenditures to be maintained. Based on 2024 budgeted expenditures, the required reserve is $15.7 million.

Total fund balance of the General Fund decreased $22.8 million for the current year, reflecting transfers to the Capital Improvement Fund for one-time expenditures of accumulated fund balance for capital projects. Total General Fund revenues of $63.5 million increased $7.1 million, or 13%, compared to 2023, primarily reflecting strong growth in sales, use and property taxes.

General Fund expenditures of $60.0 million increased approximately $3.5 million, or 6%, compared to the prior year. This is mainly driven by General Fund Public Works expenditures of $11.8 million, which increased $3.5 million, or 42%, compared to the prior year.

In 2024, the Town had one other major governmental fund. The revenues of the Grants Fund come from grants awarded to the Town from federal, state, and local agencies. Formerly non-major, the Grants Fund expenditures increased 8.8% in 2024, including over $2 million dollars attributed to general government activities.

Formerly a major fund, the fund balance of the Transportation Impact Fund increased $4.0 million, or 15% when compared to the prior year. This is due to continued inflows of impact fee revenue related to development, while there was only one major capital project that occurred in 2024. Accumulated fund balance will be used to acquire and improve transportation infrastructure in the coming years.

Formerly a major fund, the fund balance of the Parks Improvement Fund increased by $2.9 million, or 24% compared to the prior year. Continued inflows of impact fees from development were offset by expenditures associated with capital improvements to park infrastructure.

In 2024, the Town also added the Capital Improvements Fund, which will serve as the Town's capital infrastructure project fund. While nonmajor in 2024, it is funded with a $27 million transfer from the General Fund and is expected to be a major fund in subsequent financial statements. The fund has budgeted projects in 2025 for both new and ongoing capital maintenance projects.

The remaining major governmental fund in 2024 was the Town's urban renewal authority. Prior to 2012 the URA had no significant activities. Since then, the URA has expended approximately $7 million for the purchase and improvement of real estate for future urban renewal projects, almost all of which were related to the Nine Mile project, a mixed commercial/retail/multi-family development planned for the southwest corner of Highway 287 and Arapahoe Road. In addition, the URA has expended over $3 million in operating expenses since inception, primarily for incentive agreements, legal and consulting fees to identify various urban renewal areas along with other related activities, and allocated personnel costs of Town support staff. In 2024, the fund balance of the URA decreased by $0.5 million, or 4.6%, compared to the prior year. This is due to the increase of capital projects in the Colliers Hill area related to growth in the area, as well as an increase in capital projects in the Nine Mile area as development was completed in that area and businesses opened mid-year.

A total of $98.5 million in fund balances are restricted or committed for future capital outlays and similar purposes in the other (nonmajor) governmental funds. See Note 1.D. starting on page 43 and Note 3.D. starting on page 56 for more information.

Proprietary Funds

The Town's proprietary fund financial statements provide the same type of information as found in the government-wide financial statements, but in more detail. The total net position of all enterprise funds as of December 31, 2024, was $556.1 million, of which $175.0 million was unrestricted net position. Total net position increased $64.5 million over the prior year, with unrestricted net position increasing $32.4 million. The $64.5 million increase in total net position is attributable primarily to an increase in the donation of developer constructed infrastructure across all enterprise funds. In the Water Fund, net position increased $42.8 million. In the Wastewater Fund, net position increased $15.2 million. In the Storm Drainage and Airport Funds, net position increased $6.5 million.

GENERAL FUND BUDGETARY HIGHLIGHTS

The 2024 General Fund original budget reflected revenues of $53.5 million and expenditures of $62.2 million. The final budget provided for a deficiency, or use of fund balance, primarily for one-time expenditures of accumulated fund balance for capital projects of $24.6 million, reflecting revenues of $53.2 million, expenditures of $80.0 million, and other financing sources of $2.0 million. The expenditure budget increased $17.6 million to $79.8 million in the final budget. The primary expenditure changes were related to capital construction projects that were started in 2023 but rolled forward to 2024 in the first supplemental budget appropriation.

Actual results for 2024 in the General Fund was a deficit of $22.8 million, primarily for one-time expenditures of accumulated fund balance for capital projects. Revenues exceeded budget in almost all categories, with particularly favorable outcomes in sales and use tax, and licenses and permits. Expenditures were under budget primarily due to the timing of capital projects. Additional information can be found in the "Governmental Funds" above.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The Town's investment in capital assets includes land, water rights, buildings, improvements, machinery, equipment, and vehicles. It includes governmental activities as well as water, wastewater, storm drainage and airport infrastructure. Capital assets net of accumulated depreciation as of December 31, 2024, for its governmental and business-type activities amounted to $698.8 million, a net increase of $55.6 million from December 31, 2023. The increase in capital assets was the result of $35.5 million in Town-funded additions and $30.7 million in infrastructure constructed by developers and contributed to the Town, partially offset by depreciation.

Capital Assets
December 31, 2024 and 2023
(Net of Accumulated Depreciation)
(In Thousands)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2024	2023	2024	2023	2024	2023
Land	$ 44,253	$ 40,944	$ 6,562	$ 6,562	$ 50,815	$ 47,506
Water Rights	-	-	84,413	84,413	84,413	84,413
Buildings	29,723	29,405	12,134	12,346	41,857	41,751
Improvements Other Than Buildings	168,045	159,420	250,110	203,388	418,155	362,808
Machinery, Equipment, and Vehicles	3,549	3,456	3,478	2,908	7,027	6,364
Construction in Progress	26,173	12,155	66,793	85,501	92,966	97,656
Leased Assets	2,993	2,328	563	348	3,556	2,676
Total Capital Assets	$ 274,736	$ 247,708	$ 424,053	$ 395,466	$ 698,789	$ 643,174

Major capital improvements during the fiscal year ended December 31, 2024, included the following:

- Governmental Activities (total additions - $21.5 million)
  - Developer-constructed infrastructure – primarily streets ($9.7 million)
  - Reynolds Property ($2.7 million)
  - Various street improvements ($3.3 million)

- Business-Type Activities (total additions - $55.8 million)
  - North Water Reclamation Facility (NWFR) ($32.8 million)
  - Developer-constructed infrastructure ($21 million)

Additional information on the Town's capital assets can be found in Note 3.C. starting on page 54 of this report.

Long-Term Debt

At the end of 2024, the Town had $65.4 million in total outstanding long-term debt, a decrease of $3.6 million from December 31, 2023. Of this amount, $8.6 million represents general obligation bonds secured by all available Town revenue. The remainder is primarily secured by specific revenue sources (e.g., water revenues) and water rights.

The Town's general obligation bond rating was last reviewed by Moody's Investors Service in 2018, resulting in a rating increase from Aa2 to Aa1. The Town's ratings on its water system revenue bonds were reviewed in the prior year, resulting in a rating increase from Aa3 to Aa2. The wastewater system revenue bonds were increased from A+ to AA- by S&P Global in the prior year.

State statutes limit the amount of general obligation debt the Town may issue to 3% of estimated actual valuation. The current general obligation debt limitation for the Town is $171.0 million.

During 2024, the Town implemented GASB Statement No. 101, *Compensated Absences* and GASB Statement No. 100 *Accounting Changes and Error Corrections*. This changed the presentation of the Town's compensated absences liability. This implementation had no impact on net position.

Additional information on the Town's long-term debt can be found in Note 3.E. starting on page 57 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

Several factors drive the Town's budget and financial performance. Some of these factors include area employment rates, retail sales, motor vehicle sales, construction activity, population growth, and capital infrastructure needs. Throughout 2024, the Town saw increased financial performance as the area continues to see rapid development and growth. The 2025 budget was approved by the Town Council in November 2024. The General Fund, the Town's primary operating fund, had a budgeted surplus of $7.3 million, related primarily to increases in revenue collection. Revenue forecasts reflect a moderate increase in sales taxes, development related revenues, and recreation activities.

The Town has set aside significant amounts of reserves in the General Fund to enable it to continue to provide required services in the event of an economic downturn. The Town will continue to conserve resources until its commercial base grows, providing consistent and higher levels of sales, use, and property taxes.

FINANCIAL CONTACT

This financial report is designed to provide users (residents, taxpayers, customers, investors, creditors, and other interested parties) with a general overview of the Town's finances and to demonstrate the Town's accountability and compliance with generally accepted accounting principles. Questions concerning any of the information presented in this report or requests for additional information should be addressed to the Town of Erie, Finance Director, PO Box 750, Erie, CO 80516.

BASIC FINANCIAL STATEMENTS

TOWN OF ERIE, COLORADO
STATEMENT OF NET POSITION
DECEMBER 31, 2024

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Pooled Cash and Investments	$ 128,345,520	$ 173,680,198	$ 302,025,718
Restricted Cash and Investments	11,581,022	3,132,552	14,713,574
Receivables	23,036,984	4,119,321	27,156,305
Internal Balances	1,024,331	(1,024,331)	-
Prepaid Items and Other Assets	244,029	439,569	683,598
Capital Assets Not Being Depreciated:			
Land and Water Rights	44,253,110	90,975,006	135,228,116
Construction in Progress	26,173,436	66,792,960	92,966,396
Capital Assets and Right-to-Use Assets, Net of Accumulated Depreciation and Amortization	204,309,773	266,284,736	470,594,509
Total Assets	438,968,205	604,400,011	1,043,368,216
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Charges on Refundings	168,523	2,037,321	2,205,844
Pension Related Items	2,590,714	-	2,590,714
Total Deferred Outflows of Resources	2,759,237	2,037,321	4,796,558
LIABILITIES			
Accounts Payable	6,866,444	1,704,874	8,571,318
Accrued Interest Payable	13,667	218,110	231,777
Accrued Wages Payable	1,129,538	169,542	1,299,080
Other Liabilities	2,234,416	259,059	2,493,475
Unearned Revenue	654,595	67,154	721,749
Noncurrent Liabilities:			
Due Within One Year	3,316,647	3,555,422	6,872,069
Due in More Than One Year	14,139,174	44,358,591	58,497,765
Total Liabilities	28,354,481	50,332,752	78,687,233
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	12,971,415	-	12,971,415
Lease Related	2,586,701	-	2,586,701
Pension Related Items	342,830	-	342,830
Total Deferred Inflows of Resources	15,900,946	-	15,900,946
NET POSITION			
Net Investment in Capital Assets	258,536,275	380,154,786	638,691,061
Restricted:			
Capital Projects	102,183,838	-	102,183,838
Parks and Open Space	6,736,677	-	6,736,677
Operations and Maintenance Reserves	-	931,064	931,064
Other Purposes	1,694,818	-	1,694,818
Emergencies	2,472,585	-	2,472,585
Unrestricted	25,847,822	175,018,730	200,866,552
Total Net Position	$ 397,472,015	$ 556,104,580	$ 953,576,595

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Program Revenues: Total	Net Revenue (Expense) and Changes in Net Position Primary Government: Governmental Activities	Net Revenue (Expense) and Changes in Net Position Primary Government: Business-Type Activities	Net Revenue (Expense) and Changes in Net Position Primary Government: Total
Primary Government:								
Governmental Activities:								
General Government	$ 23,500,908	$ 9,804,228	$ 2,769,554	$ -	$ 12,573,782	$ (10,927,126)	$ -	$ (10,927,126)
Public Safety	10,125,655	155,566	21,779	83,057	260,402	(9,865,253)	-	(9,865,253)
Public Works	17,007,807	3,491,616	4,185,799	19,917,934	27,595,349	10,587,542	-	10,587,542
Parks and Recreation	15,172,873	3,468,117	395,703	3,299,412	7,163,232	(8,009,641)	-	(8,009,641)
Interest on Long-Term Debt	585,760	-	-	-	-	(585,760)	-	(585,760)
Total Governmental Activities	66,393,003	16,919,527	7,372,835	23,300,403	47,592,765	(18,800,238)	-	(18,800,238)
Business-Type Activities:								
Water	15,261,761	15,060,859	13,074	37,243,222	52,317,155	-	37,055,394	37,055,394
Wastewater	7,170,155	7,309,219	964	13,541,660	20,851,843	-	13,681,688	13,681,688
Storm Drainage	2,721,229	2,012,442	410,636	5,562,741	7,985,819	-	5,264,590	5,264,590
Airport	641,277	5,812	1,339,477	-	1,345,289	-	704,012	704,012
Total Business-Type Activities	25,794,422	24,388,332	1,764,151	56,347,623	82,500,106	-	56,705,684	56,705,684
Total Primary Government	$ 92,187,425	$ 41,307,859	$ 9,136,986	$ 79,648,026	$ 130,092,871	(18,800,238)	56,705,684	37,905,446
				General Revenues				
				Taxes:				
				Property Taxes		12,790,072	-	12,790,072
				Sales and Use Taxes		32,732,591	-	32,732,591
				Franchise Taxes		1,286,116	-	1,286,116
				Specific Ownership Taxes		394,736	-	394,736
				Investment Earnings		6,528,494	7,292,868	13,821,362
				Miscellaneous		1,963,345	281,589	2,244,934
				Transfers In (Out)		(240,000)	240,000	-
				Total General Revenues and Transfers		55,455,354	7,814,457	63,269,811
				CHANGES IN NET POSITION		36,655,116	64,520,141	101,175,257
				Net Position - Beginning of Year		360,816,899	491,584,439	852,401,338
				NET POSITION - END OF YEAR		$ 397,472,015	$ 556,104,580	$ 953,576,595

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	General Fund	Grants Fund	Erie Urban Renewal Authority	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS					
Pooled Cash and Investments	$ 24,640,290	$ 1,761,875	$ -	$ 101,924,319	$ 128,326,484
Restricted Cash and Investments	-	-	11,581,022	-	11,581,022
Receivables	14,356,529	2,215,308	3,486,379	2,978,768	23,036,984
Due from Other Funds	5,660,109	-	-	-	5,660,109
Prepaid Items and Other Assets	244,029	-	-	-	244,029
Advances to Other Funds	1,196,936	-	-	-	1,196,936
Total Assets	$ 46,097,893	$ 3,977,183	$ 15,067,401	$ 104,903,087	$ 170,045,564
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
LIABILITIES					
Accounts Payable	$ 2,960,128	$ 28,255	$ 286,712	$ 3,525,302	$ 6,800,397
Wages Payable	1,129,538	-	-	-	1,129,538
Other Liabilities	2,234,416	-	-	-	2,234,416
Advance from Other Funds	-	-	1,196,936	-	1,196,936
Due to Other Funds	-	3,431,451	-	-	3,431,451
Unearned Revenue	326,000	238,191	-	71,368	635,559
Total Liabilities	6,650,082	3,697,897	1,483,648	3,596,670	15,428,297
DEFERRED INFLOWS OF RESOURCES					
Property Taxes	6,666,919	-	3,462,066	2,842,430	12,971,415
Lease Related	2,586,701	-	-	-	2,586,701
Unavailable Fund Resources - Grants	-	1,694,818	-	-	1,694,818
Total Deferred Inflows of Resources	9,253,620	1,694,818	3,462,066	2,842,430	17,252,934
FUND BALANCES					
Nonspendable:					
Interfund Advances - Noncurrent	1,196,936	-	-	-	1,196,936
Prepaid Items	244,029	-	-	-	244,029
Restricted for:					
Capital Projects	1,648,000	-	11,429,641	92,133,564	105,211,205
Parks and Open Space	856,132	-	-	5,880,545	6,736,677
Emergency Reserves	2,472,585	-	-	-	2,472,585
Committed to:					
Cemetery Operations	-	-	-	449,878	449,878
Assigned to:					
Purchases on Order	3,330,708	-	-	-	3,330,708
Unassigned	20,445,801	(1,415,532)	(1,307,954)	-	17,722,315
Total Fund Balances	30,194,191	(1,415,532)	10,121,687	98,463,987	137,364,333
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 46,097,893	$ 3,977,183	$ 15,067,401	$ 104,903,087	$ 170,045,564

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
RECONCILIATION OF THE GOVERNMENT FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2024

RECONCILIATION TO THE STATEMENT OF NET POSITION

Total Fund Balances - Governmental Funds	$ 137,364,333
The amounts reported as governmental activities on the statement of net position are different because:	
Capital assets utilized in governmental activities are not financial resources and, therefore, are not reported in the fund financial statements.	271,018,788
Certain receivables are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.	1,694,818
Long-term liabilities and related items are not due and payable in the current period and, therefore, are not reported in the fund financial statements.	
Bonds Payable	(12,575,000)
Leases Payable	(92,285)
SBITAs Payable	(578,533)
Unamortized Bond Issuance Premium and Discounts, Net	(254,385)
Unamortized Deferred Refunding Loss	168,523
Accrued Interest Payable	(13,667)
Compensated Absences	(1,609,582)
Other Noncurrent Liabilities	(450,707)
Total Long-Term Liabilities and Related Items	(15,405,636)
Deferred outflows of resources related to pensions used in governmental activities are not financial resources and, therefore, are not reported in the funds.	
Change in Investment Earnings	624,385
Changes in Assumptions	504,477
Change in Experience	869,728
Contributions Subsequent to the Measurement Date	499,735
Change in Proportionate Share	92,389
Total Deferred Outflows of Resources	2,590,714
Deferred inflows of resources related to pensions used in governmental activities are not due and payable in the current year and, therefore, are not reported in the funds.	
Change in Experience	(41,788)
Change in Proportionate Share	(301,042)
Total Deferred Inflows of Resources	(342,830)
The internal service fund is used by management to charge the capital asset acquisition to individual funds. The assets and liabilities of the internal service fund is included in governmental activities in the statement of net position.	551,828
Net Position of Governmental Activities as Reported on the Statement of Net Position	$ 397,472,015

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2024

	General Fund	*Formerly Nonmajor* Grants Fund	*Formerly Major* Transportation Impact Fund	*Formerly Major* Parks Improvement	Erie Urban Renewal Authority	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES							
Taxes	$ 40,051,897	$ -	$ -	$ -	$ 4,205,884	$ 2,945,734	$ 47,203,515
Intergovernmental	2,343,458	3,290,128	-	-	-	381,657	6,015,243
Licenses and Permits	5,166,712	-	-	-	-	-	5,166,712
Fees and Charges for Services	11,520,545	-	-	-	24,670	52,000	11,597,215
Fines and Forfeitures	155,566	-	-	-	-	-	155,566
Capital Contributions and Fees	-	2,200	-	-	-	13,569,278	13,571,478
Investment Earnings	2,668,775	83,788	-	-	530,237	3,245,694	6,528,494
Miscellaneous	1,592,788	-	-	-	-	69,295	1,662,083
Total Revenues	63,499,741	3,376,116	-	-	4,760,791	20,263,658	91,900,306
EXPENDITURES							
Current Operating:							
General Government	16,428,393	2,059,827	-	-	3,334,144	8,075	21,830,439
Public Safety	9,791,329	21,426	-	-	-	-	9,812,755
Public Works	11,779,404	-	-	-	-	335	11,779,739
Parks and Recreation	11,820,243	16,246	-	-	-	156,601	11,993,090
Capital Outlay	8,265,968	2,875,812	-	-	1,586,980	13,685,878	26,414,638
Debt Service:							
Principal	1,509,658	-	-	-	165,000	-	1,674,658
Interest	352,809	-	-	-	158,207	-	511,016
Total Expenditures	59,947,804	4,973,311	-	-	5,244,331	13,850,889	84,016,335
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	3,551,937	(1,597,195)	-	-	(483,540)	6,412,769	7,883,971
OTHER FINANCING SOURCES (USES)							
Transfers In	-	-	-	-	-	27,000,000	27,000,000
Transfers Out	(27,240,000)	-	-	-	-	-	(27,240,000)
SBITAs	638,305	-	-	-	-	-	638,305
Leases	85,228	-	-	-	-	-	85,228
Sale of Capital Assets	96,889	-	-	-	-	-	96,889
Insurance Recoveries	63,717	-	-	-	-	-	63,717
Total Other Financing Sources (Uses)	(26,355,861)	-	-	-	-	27,000,000	644,139
NET CHANGES IN FUND BALANCES	(22,803,924)	(1,597,195)	-	-	(483,540)	33,412,769	8,528,110
Fund Balances - Beginning of Year, as Previously Presented	52,998,115	-	26,086,265	12,170,509	10,605,227	26,976,107	128,836,223
Changes within Financial Reporting Entity (Major to Nonmajor and Nonmajor to Major)	-	181,663	(26,086,265)	(12,170,509)	-	38,075,111	-
FUND BALANCES - END OF YEAR	$ 30,194,191	$ (1,415,532)	$ -	$ -	$ 10,121,687	$ 98,463,987	$ 137,364,333

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
RECONCILIATION OF THE STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2024

RECONCILIATION TO THE STATEMENT OF ACTIVITIES

Net Changes in Fund Balances - Governmental Funds	$ 8,528,110
The amounts reported as governmental activities on the statement of activities are different because:	
Governmental Funds report capital outlays as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation and amortization expense.	
Capital Outlays	26,414,638
Depreciation and Amortization Expense	(9,053,029)
Excess of Capital Outlays Over Depreciation	17,361,609
Contributions of capital assets by developers increase net position in the statement of activities but do not appear in the governmental funds because they are not financial resources.	9,728,924
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	1,347,952
Governmental Funds report principal payments as expenditures. However, in the statement of activities these payments are reflected as a reduction in long-term debt obligations.	1,674,658
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	
Net Book Value of Disposed Assets	(113,065)
Change in Accrued Compensated Absences	(201,252)
Amortization of Premiums, Discounts, Deferred Refunding Losses, and Bond Insurance Premiums	13,026
Pension Expense	210,753
Total Expenses Not Requiring Current Resources	(90,538)
Governmental Funds report proceeds from borrowings as other financing sources. However, in the statement of net position these proceeds are reflected as debt obligations.	(723,533)
The Town's internal service fund is used by management to charge costs related to fleet and equipment acquisition to individual funds. The net revenue of the internal service fund is reported in governmental activities.	(1,172,066)
Change in Net Position of Governmental Activities as Reported on the Statement of Activities	$ 36,655,116

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Taxes	$ 36,415,000	$ 35,915,000	$ 40,051,897	$ 4,136,897
Intergovernmental	1,523,350	1,523,350	2,343,458	820,108
Licenses and Permits	2,999,000	2,999,000	5,166,712	2,167,712
Fees and Charges for Services	11,112,070	11,112,070	11,520,545	408,475
Fines and Forfeitures	100,000	100,000	155,566	55,566
Investment Earnings	525,000	525,000	2,668,775	2,143,775
Miscellaneous	860,000	985,387	1,592,788	607,401
Total Revenues	53,534,420	53,159,807	63,499,741	10,339,934
EXPENDITURES				
Current Operating:				
General Government:				
Legislative	238,803	468,941	536,761	(67,820)
Town Administration	9,419,896	10,443,073	9,348,191	1,094,882
Community Development	3,802,691	6,837,032	3,383,948	3,453,084
Finance	2,359,286	2,359,286	2,161,760	197,526
Central Charges	858,257	866,904	997,733	(130,829)
Public Safety	9,694,340	9,644,270	9,791,329	(147,059)
Public Works	9,139,517	11,550,951	11,779,404	(228,453)
Parks and Recreation	12,564,471	12,900,883	11,820,243	1,080,640
Capital Outlay	12,622,200	23,267,746	8,265,968	15,001,778
Debt Service:				
Principal	1,155,000	1,155,000	1,509,658	(354,658)
Interest	335,013	335,013	352,809	(17,796)
Total Expenditures	62,189,474	79,829,099	59,947,804	19,881,295
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(8,655,054)	(26,669,292)	3,551,937	30,221,229
OTHER FINANCING SOURCES (USES)				
Transfers In	551,386	3,873,663	-	(3,873,663)
Transfers Out	(895,446)	(1,845,446)	(27,240,000)	(25,394,554)
SBITAs	-	-	638,305	638,305
Leases	-	-	85,228	85,228
Sale of Capital Assets	-	-	96,889	96,889
Insurance Recoveries	-	-	63,717	63,717
Total Other Financing Sources (Uses)	(344,060)	2,028,217	(26,355,861)	(28,384,078)
NET CHANGES IN FUND BALANCE	$ (8,999,114)	$ (24,641,075)	(22,803,924)	$ 1,837,151
Fund Balance - Beginning of Year			52,998,115	
FUND BALANCE - END OF YEAR			$ 30,194,191	

Public Safety, Public Works, and Parks and Recreation are considered departments of the Government.

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
GRANTS FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget
	Original Budget	Final Budget	Actual	Positive (Negative)
REVENUES				
Intergovernmental	$ 1,287,043	$ 5,163,748	$ 3,290,128	$ (1,873,620)
Capital Contributions and Fees	-	-	2,200	2,200
Investment Earnings	-	-	83,788	83,788
Total Revenues	1,287,043	5,163,748	3,376,116	(1,787,632)
EXPENDITURES				
Current Operating:				
General Government	1,220,000	47,901	2,059,827	(2,011,926)
Public Safety	-	-	21,426	(21,426)
Parks and Recreation	-	-	16,246	(16,246)
Capital Outlay	-	118,403	2,875,812	(2,757,409)
Total Expenditures	1,220,000	166,304	4,973,311	(4,807,007)
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	67,043	4,997,444	(1,597,195)	(6,594,639)
OTHER FINANCING USES				
Transfers Out	(1,287,043)	(5,523,694)	-	5,523,694
Total Other Financing Sources (Uses)	(1,287,043)	(5,523,694)	-	5,523,694
NET CHANGES IN FUND BALANCE	$ (1,220,000)	$ (526,250)	(1,597,195)	$ (1,070,945)
Fund Balance - Beginning of Year			181,663	
FUND BALANCE - END OF YEAR			$ (1,415,532)	

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
ERIE URBAN RENEWAL AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget
	Original Budget	Final Budget	Actual	Positive (Negative)
REVENUES				
Taxes	$ 5,216,756	$ 5,216,756	$ 4,205,884	$ (1,010,872)
Fees and Charges for Services	1,654	1,654	24,670	23,016
Investment Earnings	335,000	335,000	530,237	195,237
Total Revenues	5,553,410	5,553,410	4,760,791	(792,619)
EXPENDITURES				
Current Operating:				
General Government	1,859,326	1,859,326	3,334,144	(1,474,818)
Capital Outlay	6,500,000	8,764,820	1,586,980	7,177,840
Debt Service:				
Principal	-	-	165,000	(165,000)
Interest	164,000	164,000	158,207	5,793
Total Expenditures	8,523,326	10,788,146	5,244,331	5,543,815
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(2,969,916)	(5,234,736)	(483,540)	4,751,196
NET CHANGES IN FUND BALANCE	$ (2,969,916)	$ (5,234,736)	(483,540)	$ 4,751,196
Fund Balance - Beginning of Year			10,605,227	
FUND BALANCE - END OF YEAR			$ 10,121,687	

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2024

	Business-Type Activities					Governmental Activities
	Water Fund	Wastewater Fund	Storm Drainage Operating Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Fund [1]
ASSETS						
Current Assets:						
Pooled Cash and Investments	$ 133,952,313	$ 37,826,338	$ 1,901,547	$ -	$ 173,680,198	$ 19,036
Restricted Cash and Investments	3,132,552	-	-	-	3,132,552	-
Receivables	1,224,317	907,176	672,609	1,315,219	4,119,321	-
Prepaid Items	407,330	32,239	-	-	439,569	-
Total Current Assets	138,716,512	38,765,753	2,574,156	1,315,219	181,371,640	19,036
Noncurrent Assets:						
Capital Assets:						
Construction in Progress	54,502,061	997,591	10,063,972	1,229,336	66,792,960	-
Land and Water Rights	90,259,984	59,022	63,705	592,295	90,975,006	-
Buildings, Property, and Equipment	165,950,093	125,324,940	62,275,821	7,284,639	360,835,493	2,836,427
Accumulated Depreciation	(53,294,488)	(26,492,568)	(10,950,528)	(4,375,760)	(95,113,344)	(963,721)
Total Capital Assets, Net	257,417,650	99,888,985	61,452,970	4,730,510	423,490,115	1,872,706
Right-to-Use Assets:						
Leased Vehicles and Equipment	780,740	79,502	114,191	-	974,433	3,349,097
Accumulated Amortization	(345,523)	(28,015)	(38,308)	-	(411,846)	(1,504,272)
Total Right-to-Use Assets, Net	435,217	51,487	75,883	-	562,587	1,844,825
Total Noncurrent Assets	257,852,867	99,940,472	61,528,853	4,730,510	424,052,702	3,717,531
Total Assets	396,569,379	138,706,225	64,103,009	6,045,729	605,424,342	3,736,567
DEFERRED OUTFLOWS OF RESOURCES						
Deferred Charges on Refunding	672,673	1,364,648	-	-	2,037,321	-
LIABILITIES						
Current Liabilities:						
Accounts Payable	903,927	233,989	421,954	145,004	1,704,874	66,047
Accrued Interest Payable	171,812	43,623	2,675	-	218,110	-
Wages Payable	87,300	51,969	30,273	-	169,542	-
Other Liabilities	259,059	-	-	-	259,059	-
Due to Other Funds	-	-	-	1,024,331	1,024,331	1,204,327
Unearned Revenue	53,424	13,730	-	-	67,154	19,036
Compensated Absences	92,673	55,167	32,136	-	179,976	-
Current Portion of Long-Term Debt:						
Certificates of Participation Payable	859,508	-	-	-	859,508	-
Loans Payable	-	147,337	14,657	-	161,994	-
Bonds Payable	1,540,669	650,000	-	-	2,190,669	-
Leases Payable	135,615	10,938	16,722	-	163,275	534,365
Total Current Liabilities	4,103,987	1,206,753	518,417	1,169,335	6,998,492	1,823,775
Noncurrent Liabilities:						
Compensated Absences	32,682	19,455	11,333	-	63,470	-
Long-Term Debt, Net of Unamortized Premiums and Discounts:						
Certificates of Participation Payable	18,213,078	-	-	-	18,213,078	-
Loans Payable	-	675,073	163,683	-	838,756	-
Bonds Payable	11,694,932	13,091,700	-	-	24,786,632	-
Leases Payable	352,399	44,508	59,748	-	456,655	1,360,964
Total Noncurrent Liabilities	30,293,091	13,830,736	234,764	-	44,358,591	1,360,964
Total Liabilities	34,397,078	15,037,489	753,181	1,169,335	51,357,083	3,184,739
NET POSITION						
Net Investment in Capital Assets	228,129,046	86,568,659	60,856,806	4,600,275	380,154,786	1,756,163
Restricted:						
Operations and Maintenance Reserves	-	931,064	-	-	931,064	-
Unrestricted	134,715,928	37,533,661	2,493,022	276,119	175,018,730	(1,204,335)
Total Net Position	$ 362,844,974	$ 125,033,384	$ 63,349,828	$ 4,876,394	$ 556,104,580	$ 551,828

[1] Fleet and Equipment Acquisition Fund

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024

	Business-Type Activities					Governmental Activities
	Water Fund	Wastewater Fund	Storm Drainage Operating Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Fund [1]
OPERATING REVENUES						
Charges for Services	$ 15,060,859	$ 7,309,219	$ 2,012,442	$ 5,812	$ 24,388,332	$ 34
OPERATING EXPENSES						
Personnel Services	2,210,843	1,304,323	740,239	-	4,255,405	-
Operations and Maintenance	6,774,643	2,971,622	630,305	378,842	10,755,412	-
Depreciation and Amortization	4,944,622	2,332,963	1,347,964	262,435	8,887,984	1,049,016
Total Operating Expenses	13,930,108	6,608,908	2,718,508	641,277	23,898,801	1,049,016
OPERATING INCOME (LOSS)	1,130,751	700,311	(706,066)	(635,465)	489,531	(1,048,982)
NONOPERATING REVENUES (EXPENSES)						
Investment Earnings	5,644,262	1,521,926	124,723	1,957	7,292,868	-
Intergovernmental	13,074	964	410,636	1,339,477	1,764,151	9,642
Other Nonoperating Income	137,907	-	-	143,682	281,589	-
Interest Expense	(1,331,653)	(561,247)	(2,721)	-	(1,895,621)	(175,694)
Gain (Loss) on Disposition of Capital Assets	-	57,550	-	-	57,550	42,968
Total Nonoperating Revenues (Expenses)	4,463,590	1,019,193	532,638	1,485,116	7,500,537	(123,084)
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	5,594,341	1,719,504	(173,428)	849,651	7,990,068	(1,172,066)
Capital Contributions and Grants	37,243,222	13,484,110	5,562,741	-	56,290,073	-
Transfers In	-	-	-	240,000	240,000	-
CHANGES IN NET POSITION	42,837,563	15,203,614	5,389,313	1,089,651	64,520,141	(1,172,066)
Net Position - Beginning of Year	320,007,411	109,829,770	57,960,515	3,786,743	491,584,439	1,723,894
NET POSITION - END OF YEAR	$ 362,844,974	$ 125,033,384	$ 63,349,828	$ 4,876,394	$ 556,104,580	$ 551,828

[1] Fleet and Equipment Acquisition Fund

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024

	Business-Type Activities					Governmental Activities
	Water Fund	Wastewater Fund	Storm Drainage Operating Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Fund [1]
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from Customers and Users	$ 14,973,066	$ 7,244,527	$ 1,577,402	$ (1,161,215)	$ 22,633,780	$ 34
Cash Received from Interfund Services Provided to Other Funds	-	-	-		-	1,204,327
Payments to Employees	(2,184,223)	(1,280,015)	(713,783)	-	(4,178,021)	-
Payments to Suppliers	(7,107,295)	(4,222,417)	(467,456)	(244,671)	(12,041,839)	(18,927)
Net Cash Provided (Used) by Operating Activities	5,681,548	1,742,095	396,163	(1,405,886)	6,413,920	1,185,434
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Grants Received	13,074	964	410,636	1,339,477	1,764,151	28,678
Cash Received on Interfund Borrowing	-	-	-	1,024,331	1,024,331	-
Transfer from Other Funds	-	-	-	240,000	240,000	-
Cash Flows Provided (Used) by Noncapital Financing Activities	13,074	964	410,636	2,603,808	3,028,482	28,678
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Acquisition and Construction of Capital Assets	(11,736,190)	(887,375)	(2,104,335)	(1,405,301)	(16,133,201)	(539,672)
Proceeds from the Sale of Capital Assets	-	57,550	-	-	57,550	56,500
Principal Paid on Capital Debt	(2,207,473)	(774,913)	(25,379)	-	(3,007,765)	(541,386)
Interest and Fiscal Agent Fees Paid	(1,387,990)	(563,985)	(2,937)	-	(1,954,912)	(175,694)
Capital Grants and Contributions	26,705,617	8,612,049	20,000	-	35,337,666	-
Cash Flows Provided (Used) by Capital and Related Financing Activities	11,373,964	6,443,326	(2,112,651)	(1,405,301)	14,299,338	(1,200,252)
CASH FLOWS FROM INVESTING ACTIVITIES						
Earnings on Investments	5,644,262	1,521,926	124,723	1,957	7,292,868	-
Cash Flows Provided by Investing Activities	5,644,262	1,521,926	124,723	1,957	7,292,868	-
NET INCREASE (DECREASE) IN POOLED CASH AND INVESTMENTS	22,712,848	9,708,311	(1,181,129)	(205,422)	31,034,608	13,860
Pooled Cash and Investments - Beginning of Year	114,372,017	28,118,027	3,082,676	205,422	132,143,380	5,176
POOLED CASH AND INVESTMENTS - END OF YEAR	$ 137,084,865	$ 37,826,338	$ 1,901,547	$ -	$ 176,812,750	$ 19,036

[1] Fleet and Equipment Acquisition Fund

See accompanying Notes to Financial Statements.

TOWN OF ERIE, COLORADO
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS (CONTINUED)
DECEMBER 31, 2024

	Business-Type Activities					Governmental Activities
	Water Fund	Wastewater Fund	Storm Drainage Operating Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Fund [1]
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES						
Operating Income (Loss)	$ 1,130,751	$ 700,311	$ (706,066)	$ (635,465)	$ 489,531	$ (1,048,982)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:						
Depreciation and Amortization	4,944,622	2,332,963	1,347,964	262,435	8,887,984	1,049,016
Other Income	137,907	-	-	143,682	281,589	-
(Increase) Decrease in:						
Accounts Receivable	(225,700)	(63,113)	(435,040)	(1,310,710)	(2,034,563)	-
Prepaid Items	208	2,496	-	-	2,704	-
Increase (Decrease) in:						
Accounts Payable	(365,636)	(1,287,303)	162,849	134,172	(1,355,918)	(18,927)
Wages Payable	26,620	24,308	11,550	-	62,478	-
Compensated Absences Payable	32,776	32,433	14,906	-	80,115	-
Due to Other Funds	-	-	-	-	-	1,204,327
Net Cash Provided (Used) by Operating Activities	$ 5,681,548	$ 1,742,095	$ 396,163	$ (1,405,886)	$ 6,413,920	$ 1,185,434
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES						
Contributed Capital Assets	$ 10,537,605	$ 4,872,061	$ 5,542,741	$ -	$ 20,952,407	$ -
Amortization of Premium	117,110	98,067	-	-	215,177	-
Lease Assets	290,285	34,439	56,831	-	-	639,734
Lease Liabilities	290,285	34,439	56,831	-	-	639,734
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENT TO STATEMENT OF NET POSITION CASH AND CASH EQUIVALENTS						
Unrestricted Cash and Cash Equivalents	$ 133,952,313	$ 37,826,338	$ 1,901,547	$ -	$ 173,680,198	$ 19,036
Restricted Cash and Cash Equivalents	3,132,552	-	-	-	3,132,552	-
Total Cash and Cash Equivalents	$ 137,084,865	$ 37,826,338	$ 1,901,547	$ -	$ 176,812,750	$ 19,036

[1] Fleet and Equipment Acquisition Fund

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Town of Erie, Colorado (the Town), incorporated in 1874, is a statutory municipality governed by a council-manager form of government through a mayor and six-member Town Council. The Town provides the following services: police, public works, parks and recreation, community development, administration, finance, human resources, environmental services, utilities, water, wastewater, and storm drainage. The Town also owns the Erie Municipal Airport.

A. Reporting Entity

The accompanying financial statements present the Town (the primary government) and its component units for which the government is financially accountable. The blended component units discussed below are included in the Town's reporting entity because of the significance of their operational or financial relationship to the Town and to ensure that the financial statements are not misleading. The primary government consists of all funds, departments, boards, and agencies that are not legally separate from the Town. The Town considers the Town of Erie Urban Renewal Authority and the Erie Community Civic Fund as component units. Both entities are separate organizations for which the Town is financially accountable.

The Town is financially accountable for an organization if the Town appoints a voting majority of the organization's governing board and (1) the Town is able to significantly influence the programs or services performed or provided by the organizations; or (2) the Town is legally entitled to or can otherwise access the organization's resources; the Town is legally obligated or has otherwise assumed the responsibility to finance the deficits of, or provide financial support to, the organization; or the Town is obligated for the debt of the organization.

A town's component units are presented either as "blended" or "discretely presented." If blended, it is reported as if it were a fund of the Town throughout the year. It is included at both the government-wide and fund financial reporting levels. Component units are considered special revenue governmental funds and are reported on a modified accrual basis.

Brief descriptions of the blended component units as follows:

Town of Erie Urban Renewal Authority (URA)

The URA was created in 2011 by action of the Town Mayor and Town Council, who serve as its Board of Commissioners in addition to four additional external commissioners, under the Colorado Urban Renewal Law. The URA is charged with the creation and implementation of the Town of Erie urban renewal plan pursuant to the Urban Renewal Law. Operations of the URA are funded from tax increment financing as well as General Fund resources, which will be repaid from various funding sources of the URA, including tax increment financing for urban renewal projects within its boundaries. The URA is reported as a special revenue fund. Separate audited financial statements of the URA are not available but are included as a blended fund.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

Erie Community Civic Fund (ECCF)

The ECCF is a nonprofit organization established fully for the benefit of the Town, exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC). The ECCF is used to facilitate certain contributions and grants for support of various Town activities. Separate audited financial statements of the ECCF are not available but are included as a blended fund as the governing body is substantially the same as the governing body of the Town and there is a financial benefit relationship between the Town and the ECCF.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements, consisting of the statement of net position and the statement of activities, report financial information on all the activities of the Town and its component units. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely, to a significant extent, on fees and charges for support.

The statement of net position presents the financial position of the governmental and business-type activities of the Town at year-end.

The statement of activities demonstrates the degree to which direct expenses of given functions or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. The Town does not allocate indirect expenses to functions in the statement of activities. Program revenues include (1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and (2) grants and contributions that are restricted to meeting the operating or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. The Town does not operate any fiduciary funds. Major individual governmental funds and enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period, and all other revenues to be available if they are collected within 120 days of the end of the current fiscal period.

Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims, and judgments are recorded only when payment is due.

Property taxes, sales taxes, highway users' taxes, use taxes, franchise fees, other fees, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized when the qualifying expenditures have been incurred and all other eligibility requirements have been met. All other revenue items are measurable and available only when cash is received by the Town.

The fund financial statements provide information about the Town's funds, including its blended component units. Separate statements for each fund category – governmental and proprietary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The Town reports the following major governmental funds:

General Fund

The General Fund is the Town's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Grants Fund

The Grants Fund accounts for revenues received from federal, state, and local granting agencies. It is used to fulfill the requirements of the grant awards and/or contracts associated with the funds.

The Town of Erie Urban Renewal Authority is described above in 1.A.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Proprietary Funds

Proprietary Funds, which include enterprise funds and internal service funds - distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of all proprietary funds are charges for services to customers. Operating expenses from proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The Town reports the following major enterprise funds:

Water Fund

The Water Fund accounts for the acquisition, treatment, and distribution of the Town's water supply.

Wastewater Fund

The Wastewater Fund accounts for the collection and treatment of gray water in the Town's wastewater system.

Storm Drainage Operating Fund

The Storm Drainage Operating Fund accounts for the charges for services revenue from impact fees which are transferred to cover the proportionate share of capital projects related to growth.

Additionally, the Town utilizes an internal service fund to account for the acquisition of new and replacement vehicles and equipment, primarily for the benefit of its governmental activities.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. General revenues include all taxes, interest and investment earnings, and miscellaneous revenues.

Interfund transactions are treated and classified as revenues, expenditures, or expenses (the same as if these same transactions involved external organizations). These include interfund transfers and billings from one fund to another for the purchase of goods or services. In the government-wide statement of activities, interfund transactions are eliminated unless the transfer is between the governmental and the business-type activities.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Fund Equity

1. Deposits and Investments

The Town's cash and cash equivalents are unrestricted cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. For purposes of the statement of cash flows, the Town's proprietary funds consider cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition to be cash equivalents.

Whenever possible the Town pools cash to enhance investment opportunities and to facilitate management of cash resources. Investments are made taking into consideration safety, liquidity, and income potential, in that order. The Town makes investments pursuant to its investment policy and relevant state of Colorado statutes.

Investments are reported in accordance with Governmental Accounting Standards Board (GASB) Statement 72, as amended.

2. Receivables and Payables

Activities between funds that represent lending/borrowing arrangements at the end of the fiscal year are referred to as either "due (to)/from other funds" (i.e., the current portion of interfund loans) or "advances to/(from) other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due (to)/from other funds." Any residual balances outstanding between governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

By December 15 of each year, property taxes for the Town are levied by the Council and certified to Boulder County and Weld County for collection in the subsequent year. These taxes attach as an enforceable lien on property as of January 1 of the succeeding year and are payable in full by April 30 or in two installments by June 15 in the year of collection. The taxes are collected by the Boulder County and Weld County Treasurers on behalf of the Town. A 1% collection fee is retained by the Counties as compensation for collecting the taxes.

Property taxes levied in the General Fund, the Trails and Natural Areas Fund, and the URA are included in receivables and deferred inflows at December 31, 2024. These taxes are classified as deferred inflows since they are not normally available to the Town until the middle of the following year and are budgeted for in the year in which they are collected.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Fund Equity (Continued)

2. Receivables and Payables (Continued)

Lease receivables result when the Town leases certain assets, primarily agricultural land and cellular antenna sites, to various third parties. Lease receivables are recognized at the commencement of the lease term, along with a deferred inflow of resources, with certain exceptions for short-term leases and leases that transfer ownership of the underlying asset and are measured at the present value of the lease payments expected to be received during the lease term. See Note 1.D.12 for more information.

3. Prepaid Items

Certain payments to vendors and other third parties reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. Expenditures/expenses are recorded when the service underlying the prepaid item is provided (consumption method).

4. Restricted Assets

Certain proceeds from the issuance of bonds, as well as certain resources set aside for their repayment, are classified as restricted assets because their use is limited by applicable bond covenants. In addition, unexpended property tax receipts of the Town's urban renewal authority are classified as restricted assets because their use is restricted for various urban renewal activities.

5. Capital and Right-to-Use Assets

Capital assets, which include property, plant, equipment, and all infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) acquired since 1997, are reported in the applicable governmental or business-type activities column in the government-wide financial statements and the proprietary funds in the fund financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of three years. Such assets are recorded at acquisition cost or estimated acquisition cost, if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Right-to-use assets under lease arrangements are measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs. The related amortization is included with depreciation expense in the accompanying financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Fund Equity (Continued)

5. Capital and Right-to-Use Assets (Continued)

The right to use Subscription-Based Information Technology Arrangement (SBITA) assets are initially measured at an amount equal to the present value of the SBITA liability plus any SBITA payments made at the start of the SBITA term, if applicable, plus capitalizable initial implementation costs at the start of the SBITA term, less any incentives received from the SBITA vendor at the start of the SBITA term. The right to use SBITA assets are amortized on a straight-line basis over the SBITA term.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets of the Town are depreciated, and right-to-use assets are amortized, using the straight- line method with estimated useful lives as follows:

Buildings and Improvements	5 to 50 Years
Improvements Other Than Buildings	5 to 50 Years
Machinery and Equipment	3 to 10 Years
Vehicles	3 to 5 Years
Right-to-Use Assets	Varies*

* The shorter of the lease term or useful life of the underlying asset

6. Accrued Liabilities for Compensated Absences

The liability for compensated absences reported in the government-wide and proprietary fund statements consists of leave that has not been used that is attributable to services already rendered, accumulates and is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. The liability also includes amounts for leave that have been used for time off but has not yet been paid in cash or settled through noncash means and certain other types of leave.

7. Long-Term Obligations

Long-term debt and other long-term obligations are reported as liabilities in the government-wide and proprietary financial statements. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method over the term of the debt. Long-term debt payable is reported net of the applicable unamortized premiums or discounts. Debt issuance costs are reported as an outflow of resources.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Fund Equity (Continued)

7. Long-Term Obligations (Continued)

In the fund financial statements for governmental fund-types, the par amount of debt issued, and premiums received are reported as other financing sources. Bond discounts are reported as other financing uses. Issuance costs, even if withheld from the debt proceeds received, are reported as debt service expenditures.

8. Deferred Outflows and Inflows of Resources

In addition to assets and liabilities, the statement of financial position will sometimes report separate sections for deferred outflows of resources and deferred inflows of resources. A deferred outflow of resources is a consumption of net assets by the Town that is applicable to a future reporting period, and a deferred inflow of resources is an acquisition of net assets by the Town that is applicable to a future reporting period. Both deferred outflows and inflows are reported in the statement of net position but are not recognized in the financial statements as revenues and expenses until the period(s) to which they relate.

The Town has certain items that relate to its pension plan that qualify for reporting as a deferred outflow of resources. See Note 3.F for more information. In addition, a deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Deferred inflows of resources for the Town consist of property taxes receivable, reimbursement-based grants, and leases as applicable in the government-wide and fund financial statements. Property tax revenue is considered a deferred inflow of resources in the year the taxes are levied and measurable and are recognized as an inflow of resources in the period they are collected. Reimbursement based grant revenue is considered a deferred inflow of resources in the year the Town has incurred qualified expenses/expenditures under the grant and is recognized as an inflow of resources in the period they are collected. Deferred inflows of resources related to leases is measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods. Interest revenue on the lease receivable and revenue from the deferred inflows of resources is recognized in a systematic and rational manner over the term of the lease.

The Town also reports as deferred inflows of resources certain items related to its pension plan. See Note 3.F for more information.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Fund Equity (Continued)

9. Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Statewide Defined Benefit Plan (SWDB), administered by the Fire & Police Pension Association of Colorado (FPPA), and additions to/deductions from the SWDB's fiduciary net position have been determined on the same basis as they are reported by the FPPA. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

10. Fund Balances and Net Position

Fund balances of governmental funds are reported in various categories, based primarily on the extent to which the Town is bound to observe constraints imposed upon the use of the resources for specific purposes.

Nonspendable Fund Balance – This category includes amounts that cannot be spent because they are not in spendable form or are legally or contractually required to be maintained intact. The "not in spendable form" criterion includes prepaid items and the long-term amount of interfund loans.

Restricted Fund Balances – These amounts are subject to externally enforceable legal restrictions. Such restrictions are typically imposed by parties such as creditors, grantors, contributors, other governments, or enabling legislation.

Committed Fund Balance – This includes amounts that can be used only for the specific purposes imposed by formal action through ordinance of the Town Council and remains binding unless removed in the same manner.

Assigned Fund Balance – This classification is intended to be used by the Town for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. In the general fund assigned amounts represent intended uses established by the Town Council, as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget.

Unassigned Fund Balance – This is the residual classification for the general fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Fund Equity (Continued)

10. Fund Balances and Net Position (Continued)

Generally, the Town would first apply restricted, then committed, and then assigned resources prior to unassigned resources when an expenditure is incurred for purposes for which more than one of the classifications of fund balance is available.

Minimum Fund Balances

The Town has established minimum unrestricted fund balances for certain of its funds. For the General Fund, the minimum fund balance is 25% of annual budgeted operating expenditures. Proprietary funds are to maintain a minimum unrestricted net position of 25% of annual operating and maintenance expenses plus 2% of capital assets.

The general fund unassigned fund balance is transferred into the capital improvements fund to support capital infrastructure projects.

All minimum fund balance policy requirements were met as of December 31, 2024.

Net position is classified in the following categories:

Net Investment in Capital Assets – This category represents the Town's capital assets net of accumulated depreciation and outstanding principal balances of debt attributable to the acquisition, construction, or improvement of those assets.

Restricted Net Position – This category represents resources with legal or contractual obligations to spend in accordance with restrictions imposed by external third parties.

Unrestricted Net Position – This category includes all net position not invested in capital assets or restricted.

11. Use of Estimates

The preparation of the financial statements, in conformity with accounting principles generally accepted in the United States, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Information

The Town adopts annual budgets on a basis consistent with generally accepted accounting principles (GAAP) for all governmental funds. The budgets for proprietary funds are adopted on a non-GAAP modified accrual budgetary basis. All annual appropriations lapse at fiscal year-end. The Town does not adopt a budget for the Erie Community Civic Fund.

On or before October 15 of each year, the Town Manager submits to the Town Council a proposed operating budget for the fiscal year commencing on the following January 1. Study sessions and public hearings are conducted during Council meetings to obtain input from elected officials, residents, and other interested parties. By December 15, the final budget is adopted.

The appropriated budget is adopted by fund. The budget is prepared by fund, department, and division. Managers can make transfers between line items within their departments, and the Town Manager and/or Finance Director can make transfers between departments without Council approval. Any changes between funds require Council approval. The Council made supplemental appropriations during the year, which are reflected in the final budget columns of the financial statements and schedules. The General Fund may be in violation of state statutes as the expenditures and transfers out exceed the appropriated budget by $5,513,259. The Grants Fund may be in violation of state statutes as the expenditures exceeded the appropriated budget by $4,807,007.

NOTE 3 DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

Cash and investments are reported in the financial statements as follows:

Pooled Cash and Investments	$ 302,025,718
Restricted Cash and Investments	14,713,574
Total	$ 316,739,292

Cash and investments consist of the following:

Bank Checking Accounts	$ 17,468,527
Investments	299,268,265
Cash on Hand	2,500
Total	$ 316,739,292

As of December 31, 2024, the carrying amount of the Town's deposits was $17,468,527.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Deposits and Investments (Continued)

Custodial Credit Risk

For deposits, custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. Town bank accounts at year-end were entirely covered by federal depository insurance or by eligible collateral maintained by another financial institution or held by the Town's custodial banks in its name under provisions of the Colorado Public Deposit Protection Act (CPDPA). The CPDPA requires financial institutions to pledge collateral having a market value of at least 102% of the aggregate public deposits not insured by federal depository insurance.

As of December 31, 2024, the Town had the following investments:

	Rating			Investment Maturities		
Investment Type	Moody's	S&P	Carrying Value	Less than 1 Year	1 to 5 Years	% of Total
U.S. Treasury Notes			$ 45,746,005	$ 17,347,235	$ 28,398,770	15.29 %
Agency	Aaa	AA+	17,117,058	2,239,840	14,877,218	5.72
U.S. Corporate Notes	Aaa	AA+	3,336,872	2,134,484	1,202,388	1.12
Commercial Paper	P-1	A-1+	1,463,817	1,463,817	-	0.49
BlackRock Liquidity Funds - FedFund Series	Aaa-mf	AAAm	47,060,404	47,060,404	-	15.73
COLOTRUST PLUS+	n/a	AAAm	98,573,272	98,573,272	-	32.94
CSIP Liquid Portfolio	n/a	AAAm	81,885,444	81,885,444	-	27.36
UMB Money Market	Aaa-mf	AAAm	4,085,393	4,085,393	-	1.37
Total Fair Value			$ 299,268,265	$ 254,789,889	$ 44,478,376	100.00 %

It is the policy of the Town to invest its funds in a manner that will provide for the highest investment return consistent with the preservation of principal and provision of the liquidity necessary for daily cash flow demands. The Town's investment policy applies to all investment activities of the Town, under the control of the finance director. The Town Municipal Code, Section 2-1-4, authorizes the investments that the Town can hold. Investments of the Town may include obligations of the United States of America or its agencies thereof, certificates of deposit, bankers' acceptances, commercial paper, investment-grade obligations of state and local governments, repurchase agreements collateralized by any of the foregoing securities, money market mutual funds, local government investment pools, corporate securities, and supranational securities.

Interest Rate Risk

As a means of limiting its exposure to fair value losses arising from rising interest rates, the Town's investment policy limits the Town's investment portfolio to maturities of less than five years and a weighted average maturity of less than three years. Additionally, the Town structures its investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Deposits and Investments (Continued)

Credit Risk

Credit quality risk is the risk that the issuer or other counterparty to a debt security will not fulfill its obligations to the Town. The Town's investment policy limits investments to certain types of investments and diversifies the investment portfolio so the impact of potential losses from any one type of investment will be minimized.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the Town's investment in a single issuer. Pursuant to its investment policy, the Town has established various limits for issuers for each of the types of securities in which it is permitted to invest.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Town's investment policy addresses this risk by requiring the pre-qualifying of financial institutions, broker/dealers, intermediaries, and advisers with which the Town does business to ensure that such risk is minimized.

Local Government Investment Pools

As shown in the table on the previous page, the Town had investments in the Colorado Government Liquid Asset Trust (COLOTRUST) and the Colorado Statewide Investment Program (CSIP) at year-end. COLOTRUST and CSIP are investment vehicles established for local government entities in Colorado to pool surplus funds. These funds were established under the authority of, and in conformity with, Part 7 of Article 75 of Title 24 of the Colorado Revised Statutes. The state of Colorado regulates these funds.

These funds operate similarly to money market funds and each share is valued at $1.00. Fund investments include U.S. Treasury bills, notes, note strips, repurchase agreements collateralized by U.S. Treasury securities and commercial paper. Designated custodial banks provide safekeeping and depository services to these funds in connection with the funds' direct investment and withdrawal functions. The custodians' internal records identify investments owned by the funds.

Fair Value of Investments

The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Deposits and Investments (Continued)

Fair Value of Investments (Continued)

There is a hierarchy of three levels of inputs that may be used to measure fair value, as follows:

Level 1 – Quoted prices (unadjusted) in active markets for an identical asset or liability that a government can access at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – Unobservable inputs for an asset or liability.

The Town's investment in COLOTRUST PLUS+ is measured at net asset value, equal to $1.00 per share. There are no unfunded commitments, the redemption frequency is daily, and there is no redemption notice period. BlackRock Liquidity Funds – FedFund Series, CSIP Liquid Portfolio and the Wells Fargo Treasury Money Market Fund are valued at amortized cost. All other Town investments are valued using Level 2 inputs.

B. Accounts Receivable and Leases Receivable

Receivables as of year-end for the Town's individual major funds and nonmajor funds, in the aggregate, are as follows:

	General	Grants	Erie Urban Renewal Authority	Nonmajor Governmental	Total Governmental
Governmental:					
Property Taxes	$ 6,666,919	$ -	$ -	$ 2,842,430	$ 9,509,349
Sales Taxes	4,368,297	-	-	-	4,368,297
Other Taxes	104,675	-	-	-	104,675
Customers	40,167	-	-	-	40,167
Intergovernmental	-	2,215,308	3,462,067	-	5,677,375
Interest	141,312	-	24,312	136,338	301,962
Leases	2,586,701	-	-	-	2,586,701
Other	448,458	-	-	-	448,458
Total Receivables	$ 14,356,529	$ 2,215,308	$ 3,486,379	$ 2,978,768	$ 23,036,984

	Water	Wastewater	Storm Drainage	Airport	Total Business-Type
Business-Type:					
Customers	$ 916,176	$ 834,798	$ 258,030	$ -	$ 2,009,004
Intergovernmental	50,248	-	410,636	1,306,985	1,767,869
Interest	257,893	72,378	3,943	-	334,214
Other	-	-	-	8,234	8,234
Total Receivables	$ 1,224,317	$ 907,176	$ 672,609	$ 1,315,219	$ 4,119,321

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

B. Accounts Receivable and Leases Receivable (Continued)

The Town leases certain assets, primarily agricultural land and cellular antenna site leases, to various third parties, expiring in 2025-2051. Payments are generally fixed monthly or annually with certain variable payments not included in the measurement of the lease receivable. The Town recognizes a lease receivable and a deferred inflow of resources in the financial statements.

At the commencement of a lease, the Town measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

The lease receivable as of December 31, 2024, is $2,586,701. The Town recorded deferred inflows of resources for lease revenue related to leasing arrangements that occurred during the year. As of December 31, 2024, the Town recorded deferred inflows of resources of $2,586,701.

During the year ended December 31, 2024, the Town recognized lease revenue related to its leases of $140,643 and interest income related to its leases of $74,662. The principal and interest on lease receivables is as follows:

	Governmental Activities	
Year Ending December 31,	Principal	Interest
2025	$ 107,394	$ 77,787
2026	117,297	74,535
2027	115,981	70,984
2028	116,789	67,472
2029	125,163	63,933
2030 - 2034	534,627	273,595
2035 - 2039	683,511	181,310
2040 - 2044	555,487	77,735
2045 - 2049	173,343	21,725
2050 - 2051	57,109	2,583
Total	$ 2,586,701	$ 911,659

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

C. Capital and Right-to-Use Assets

Capital and Right-to-Use Lease and SBITA asset activity for Governmental Activities for the year ended December 31, 2024, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital Assets, Not Being Depreciated:				
Construction in Progress	$ 12,154,694	$ 16,684,201	$ (2,665,459)	$ 26,173,436
Land and Open Space	40,944,107	3,309,003	-	44,253,110
Total Capital Assets, Not Being Depreciated	53,098,801	19,993,204	(2,665,459)	70,426,546
Capital Assets, Being Depreciated:				
Buildings	41,342,833	1,454,851	-	42,797,684
Streets and Other Infrastructure	161,266,781	14,777,143	-	176,043,924
Parks and Trails	46,575,265	1,050,993	(125,000)	47,501,258
Furniture and Equipment	5,758,391	866,333	(41,047)	6,583,677
Vehicles	2,339,373	-	(188,473)	2,150,900
Total Capital Assets, Being Depreciated	257,282,643	18,149,320	(354,520)	275,077,443
Less: Accumulated Depreciation for:				
Buildings	(11,937,677)	(1,136,965)	-	(13,074,642)
Streets and Other Infrastructure	(33,050,171)	(4,770,461)	-	(37,820,632)
Parks and Trails	(15,371,802)	(2,307,880)	-	(17,679,682)
Furniture and Equipment	(3,304,314)	(548,417)	41,047	(3,811,684)
Vehicles	(1,337,328)	(224,683)	188,473	(1,373,538)
Total Accumulated Depreciation	(65,001,292)	(8,988,406)	229,520	(73,760,178)
Total Capital Assets, Being Depreciated, Net	192,281,351	9,160,914	(125,000)	201,317,265
Governmental Activities Capital Assets, Net	245,380,152	29,154,118	(2,790,459)	271,743,811
Right-to-Use Lease and SBITA Assets:				
Vehicles	2,809,862	639,734	(100,499)	3,349,097
Equipment	88,811	85,228	(23,296)	150,743
SBITAs	368,521	1,120,941	(4,548)	1,484,914
Total Right-to-Use Lease and SBITA Assets	3,267,194	1,845,903	(128,343)	4,984,754
Less: Accumulated Amortization for:				
Vehicles	(827,830)	(708,963)	32,521	(1,504,272)
Equipment	(45,962)	(34,466)	23,263	(57,165)
SBITAs	(65,149)	(370,210)	4,550	(430,809)
Total Accumulated Amortization	(938,941)	(1,113,639)	60,334	(1,992,246)
Total Right-to-Use Lease and SBITA Assets, Net	2,328,253	732,264	(68,009)	2,992,508
Governmental Activities Capital and Right-to-Use Lease and SBITA Assets, Net	$ 247,708,405	$ 29,886,382	$ (2,858,468)	$ 274,736,319

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

C. Capital and Right-to-Use Assets (Continued)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activities:				
Capital Assets, Not Being Depreciated:				
Construction in Progress	$ 85,501,647	$ 15,049,952	$ (33,758,639)	$ 66,792,960
Land and Reservoirs	6,562,209	-	-	6,562,209
Water Rights	84,412,797	-	-	84,412,797
Total Capital Assets, Not Being Depreciated	176,476,653	15,049,952	(33,758,639)	157,767,966
Capital Assets, Being Depreciated:				
Buildings	12,586,472	105,795	-	12,692,267
Improvements Other Than Buildings	287,881,894	54,605,252	-	342,487,146
Machinery and Equipment	4,709,130	1,090,831	(143,880)	5,656,081
Total Capital Assets, Being Depreciated	305,177,496	55,801,878	(143,880)	360,835,494
Less: Accumulated Depreciation for:				
Buildings	(240,348)	(318,489)	-	(558,837)
Improvements Other Than Buildings	(84,495,200)	(7,881,490)	-	(92,376,690)
Machinery and Equipment	(1,800,904)	(520,793)	143,880	(2,177,817)
Total Accumulated Depreciation	(86,536,452)	(8,720,772)	143,880	(95,113,344)
Total Capital Assets, Being Depreciated, Net	218,641,044	47,081,106	-	265,722,150
Business-Type Activities Capital Assets, Net	395,117,697	62,131,058	(33,758,639)	423,490,116
Right-to-Use Assets:				
Vehicles	592,878	381,555	-	974,433
Total Right-to-Use Assets	592,878	381,555	-	974,433
Less: Accumulated Amortization for:				
Vehicles	(244,635)	(167,212)	-	(411,847)
Total Accumulated Amortization	(244,635)	(167,212)	-	(411,847)
Total Right-to-Use Assets, Net	348,243	214,343	-	562,586
Business Type Activities Capital and Right-to-Use Assets, Net	$ 395,465,940	$ 62,345,401	$ (33,758,639)	$ 424,052,702

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

C. Capital and Right-to-Use Assets (Continued)

Depreciation and amortization expense charged to functions/programs of the primary government are as follows:

Governmental Activities:	
General Government	$ 1,381,294
Public Safety	312,900
Public Works	5,228,068
Parks and Recreation	3,179,783
Total Depreciation and Amortization Expense - Governmental Activities	$ 10,102,045
Business-Type Activities:	
Water	$ 4,944,622
Wastewater	2,332,963
Storm Drainage	1,347,964
Airport	262,435
Total Depreciation and Amortization Expense - Business-Type Activities	$ 8,887,984

D. Interfund Receivables, Payables, and Transfers

The composition of interfund balances as of December 31, 2024, is as follows:

Due to/from Other Funds:

Receivable Fund	Payable Fund	Amount
General Fund	Internal Service Fund	$ 1,204,327
General Fund	Governmental Grants Fund	3,431,451
General Fund	Nonmajor Proprietary Funds	1,024,331
Total		$ 5,660,109

The outstanding balances between funds result mainly from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. The general fund expects to collect these amounts in the subsequent year.

Advances From/To Other Funds:

Receivable Fund	Payable Fund	Amount
General Fund	Urban Renewal Authority	$ 1,196,936

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

D. Interfund Receivables, Payables, and Transfers (Continued)

The amounts payable to the general fund from the Urban Renewal Authority related to advances to the URA to pay for purchases of certain properties and for operating expenditures of the URA. This advance is responsible for the negative unassigned fund balance in the URA fund. Repayment of the remaining advance is anticipated primarily pursuant to the development agreement for the development of the Nine Mile property at the corner of Highway 287 and Arapahoe Road. The exact timing, amount, and/or mechanism of repayment remains subject to terms and conditions as specified in the development agreement. As the advance is repaid, the unassigned fund balance in the URA will be replenished.

Interfund transfers for the year ended December 31, 2024 consisted of the following:

	Transfer To		
	Nonmajor Governmental Funds	Nonmajor Proprietary Funds	Total
Transfer From:			
General Fund	$ 27,000,000	$ 240,000	$ 27,240,000
Total	$ 27,000,000	$ 240,000	$ 27,240,000

As part of the budget process, the Town Council appropriates transfers between funds to allocate the Town's resources to support various programs across the Town. The $27,000,000 transfer from the General Fund to the Capital Improvements Fund was to fund capital improvements in a separate fund. The transfer from the Grants Fund to the General Fund shown above of $49,999 was related to grant funding received to support operations and capital projects normally occurring in those funds. The transfer from the General Fund to the Airport fund was related to support for airport improvements.

E. Long-Term Debt

1. General Obligation Bonds

The Town issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have only been issued for governmental activities. General obligation bonds are direct obligations and pledge the full faith and credit of the government. They are payable from real property taxes. These bonds are issued as serial bonds with varying amounts of principal maturing each year. The Town also issues bonds where the government pledges income derived from the acquired or constructed assets to pay debt service. The Town can also use other resources to pay debt service. For the year ended December 31, 2024, the net revenue available for service of this debt was $8,578,110. The debt principal and interest paid in 2024 equals $1,490,013 (17.4% of available pledged revenues).

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Long-Term Debt (Continued)

1. General Obligation Bonds (Continued)

Long-term debt outstanding for general obligation bonds at December 31, 2024, was as follows:

Year Issued	Description	Coupon Interest Rate (%)	Effective Interest Rate (%)	Final Maturity Date	Issued	Outstanding
2013	General Obligation Refunding Bonds	2.00 - 4.00	2.14	2026	$ 8,460,000	$ 2,440,000
2014	General Obligation Bonds	3.25 - 3.75	3.24	2033	6,200,000	6,200,000
	Total General Obligation Bonds					$ 8,640,000

2. Notes from Direct Borrowings and Direct Placements Revenue Bonds and Loans

Revenue Bonds and Loans

The Town also issues bonds where the government pledges income derived from the acquired or constructed assets to pay debt service. The Town also can use other resources to pay debt service. There are no unused lines of credit. For the year ended December 31, 2024, the net revenue available for service of this debt was $40,079,259. The debt principal and interest paid in 2023 equals $3,191,092 (8.0% of available pledged revenues).

Revenue bonds and loans outstanding at year-end were as follows:

Year Issued	Description	Coupon Interest Rate (%)	Effective Interest Rate (%)	Final Maturity Date	Issued	Outstanding
1995	Storm Drainage Revenue Loan	2.00	2.00	2035	$ 498,512	$ 178,339
2009	Wastewater Revenue Loan	2.00	N/A	2030	1,534,700	272,410
2009	Wastewater Revenue Loan	0.00	0.00	2030	2,000,000	550,000
2015	Water Revenue Refunding Bonds	2.00 - 5.00	3.17	2032	12,335,000	9,405,000
2016	Wastewater Revenue Refunding Bonds	2.00 - 5.00	2.91	2037	16,670,000	12,475,000
2017	Water Revenue Refunding Bonds	3.24	3.12	2032	4,575,000	3,335,000
2021	Urban Renewal Authority Revenue Bonds	4.00	4.00	2038	4,100,000	3,935,000
	Total Revenue Bonds and Loans					$ 30,150,749

Certificates of Participation

The Town formed the Erie Finance Corporation (EFC) to issue certificates of participation (COPs) for the acquisition and construction of major capital additions and improvements. The COPs are secured by the underlying capital assets. Debt service payments are made from rents collected by EFC based upon annually renewable lease agreements between the Town and EFC. Payments are subject to annual appropriation and do not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional or statutory debt limitation.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Long-Term Debt (Continued)

2. Notes from Direct Borrowings and Direct Placements Revenue Bonds and Loans (Continued)

Certificates of Participation (Continued)

The Town entered into its first COPs transaction in 2005. COPs in the amount of $32,030,000 were issued to purchase Colorado-Big Thompson water shares. The 2005 COPs were retired in 2010, when the 2010 COPs were issued. The 2010 COPs carried a fixed rate of 2.70% through October 1, 2017, and carried a variable rate after that date. In 2014 the COPs were remarketed, resulting in the issuance of new certificates with maturities extending through 2040 and carrying a fixed rate. The effective interest rate of the new certificates was 3.76%. There are no collateralized assets. COPs outstanding at year-end are as follows:

Year Issued	Description	Coupon Interest Rate (%)	Effective Interest Rate (%)	Final Maturity Date	Issued	Outstanding
2014	Water Certificates of Participation	2.00 - 5.00	3.76	2040	$ 25,105,000	$ 18,205,000
	Total Certificates of Participation					$ 18,205,000

Annual debt service requirements to maturity for general obligation bonds and direct borrowings and direct placements are as follows:

	Governmental Activities				Business-Type Activities			
					Revenue Bonds and Loans from Direct Borrowings and Direct Placements		Certificates of Participation from Direct Borrowings and Direct Placements	
Year Ending	General Obligation Bonds		Revenue Bonds of Urban Renewal Authority					
December 31,	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2025	$ 1,200,000	$ 288,813		$ 164,000	$ 2,191,994	$ 1,002,833	$ 805,000	$ 790,125
2026	1,240,000	215,613	45,000	164,000	2,288,239	906,601	845,000	749,875
2027	800,000	215,613	145,000	162,200	2,384,508	805,857	890,000	707,625
2028	825,000	189,613	215,000	156,400	2,490,803	700,514	930,000	663,125
2029	855,000	162,800	225,000	147,800	2,537,125	601,809	980,000	616,625
2030 - 2034	3,720,000	348,163	1,130,000	491,400	9,452,712	1,454,560	4,285,000	2,100,400
2035 - 2039	-	-	2,175,000	323,200	4,870,368	368,714	6,460,000	1,515,500
2040	-	-	-	-	-	-	3,010,000	181,800
Total	$ 8,640,000	$ 1,420,615	$ 3,935,000	$ 1,609,000	$ 26,215,749	$ 5,840,888	$ 18,205,000	$ 7,325,075

3. Other Long-Term Debt

Lease Liability

The Town leases certain assets from various third parties. The Town recognizes a lease liability and an intangible right-to-use lease asset in the financial statements. At the commencement of a lease, the Town initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of the lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of its useful life or the lease term.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Long-Term Debt (Continued)

3. Other Long-Term Debt (Continued)

Lease Liability (Continued)

The assets leased include vehicles, copiers, printers, and a mail machine. Payments are fixed monthly. Lease assets are reported with other capital assets on the statement of net position. Lease asset activity of the Town is included in Note 3.C.

The Town monitors change in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. As of December 31, 2024, the Town had an outstanding liability for all its leases of $2,607,544.

Principal and interest lease payments to maturity are as follows:

Year Ending December 31,	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
2025	$ 561,654	$ 163,905	$ 159,494	$ 49,546
2026	540,870	114,428	147,158	36,488
2027	496,827	64,502	129,126	23,356
2028	219,364	28,812	68,405	15,355
2029	168,899	8,215	115,747	5,920
Total	$ 1,987,614	$ 379,862	$ 619,930	$ 130,665

SBITA Liability

The Town has entered into agreements for various SBITA arrangements. The SBITA arrangements expire at various dates through 2027 and provide for renewal options.

As of December 31, 2024, SBITA assets and the related accumulated amortization totaled $1,484,914 and $430,809, respectively.

The future subscription payments under SBITA agreements are as follows:

Year Ending December 31,	Governmental Activities		
	Principal	Interest	Total
2025	$ 261,644	$ 22,971	$ 284,615
2026	215,914	12,676	228,590
2027	100,975	4,039	105,014
Total	$ 578,533	$ 39,686	$ 618,219

Other Liability

The other long-term liability of $450,707 represents a reimbursement due in 2024 related to infrastructure constructed by a developer. Due to project delays, the project is ongoing and reimbursement is expected to be paid upon completion in 2025.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Long-Term Debt (Continued)

4. Changes in Long-Term Liabilities

Long-term liability activity for the year ended December 31, 2024 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due within One Year
Governmental Activities:					
Bonds and Other Debt Payable:					
General Obligation Bonds	$ 9,795,000	$ -	$ (1,155,000)	$ 8,640,000	$ 1,200,000
Revenue Bonds	4,100,000	-	(165,000)	3,935,000	-
Deferred Premiums and Discounts	355,335	-	(100,950)	254,385	100,950
SBITA Liability	256,771	638,305	(316,543)	578,533	261,644
Lease Liability	1,908,566	720,155	(641,107)	1,987,614	564,114
Total Bonds and Other Debt Payable	16,415,672	1,358,460	(2,378,600)	15,395,532	2,126,708
Compensated Absences (1)	1,408,330	201,252	-	1,609,582	1,189,939
Other Long-Term Liability	450,707	-	-	450,707	-
Total Governmental Activities	$ 18,274,709	$ 1,559,712	$ (2,378,600)	$ 17,455,821	$ 3,316,647

	Beginning Balance	Increases	Decreases	Ending Balance	Due within One Year
Business-Type Activities:					
Direct Placements and Direct Borrowings:					
Revenue Bonds and Loans	$ 28,321,523	$ -	$ (2,105,774)	$ 26,215,749	$ 2,191,994
Certificates of Participation	18,980,000	-	(775,000)	18,205,000	805,000
Deferred Premiums and Discounts	2,845,065	-	(215,177)	2,629,888	215,177
Total Direct Placements and Direct Borrowings	50,146,588	-	(3,095,951)	47,050,637	3,212,171
Lease Liability	365,365	381,555	(126,990)	619,930	163,275
Compensated Absences (1)	163,332	80,114	-	243,446	179,976
Total Business-Type Activities	$ 50,675,285	$ 461,669	$ (3,222,941)	$ 47,914,013	$ 3,555,422

(1) The change in the compensated absence liability is presented as a net change.

The liability attributable to the governmental funds is recorded as governmental activities - noncurrent liability. Liabilities relating to employees of governmental funds are liquidated out of the associated fund.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Long-Term Debt (Continued)

5. Defeasance of Debt

In a prior year, the Town defeased certain water revenue bonds by placing the proceeds of new bonds into an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the Town's financial statements. This transaction resulted in an economic gain to the Town. On December 31, 2024, defeased bonds had remaining balances outstanding of $597,751.

F. Retirement Plans

Police Officers Pension Plan

1. General Information about the Pension Plan

Plan Description

The Town contributes to the Statewide Retirement Plan (SRP), a cost-sharing multiple-employer defined benefit pension plan administered by the Fire & Police Pension Association of Colorado (FPPA) for firefighters hired on or after April 8, 1978 New Hires), provided that they are not already covered by a statutorily exempt plan. The SRP became effective January 1, 1980. As of August 5, 2003, the SRP may include clerical and other personnel from fire districts whose services are auxiliary to fire protection. Most full-time, paid firefighters of the District are members of the SRP, and all newly hired firefighters have to be enrolled in the SRP. Effective January 1, 2023, the assets and liabilities of the Statewide Defined Benefit Plan and Statewide Hybrid Plan were combined to form the Statewide Retirement Plan based on House Bill 22-1034. The Statewide Defined Benefit Plan became the Defined Benefit Component of the Statewide Retirement Plan and the Statewide Hybrid Plan became the Hybrid Component of the Statewide Retirement Plan.

The SRP assets are included in the Fire & Police Members' Benefit Investment Fund and the Fire & Police Members' Self-Directed Investment Fund (for Deferred Retirement Option Plan (DROP) assets and Separate Retirement Account assets from eligible retired members). The SRP is administered by FPPA. FPPA issues a publicly available annual comprehensive financial report that can be obtained on FPPA's website at http://www.FPPAco.org.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Retirement Plans (Continued)

Police Officers Pension Plan (Continued)

2. Benefits Provided

SRP provides retirement and disability, annual increases and death benefits for members or their beneficiaries. A member is eligible for a normal retirement pension once the member has completed 25 years of credited service and has attained the Normal Retirement Age. The FPPA Board of Directors may change the retirement age on an annual basis, depending upon the results of the actuarial valuation and other circumstances, with the Normal Retirement Age being not less than age 55 and not more than age 60. A member may also qualify for a normal retirement pension if the member's combined years of service and age equals at least 80, with a minimum age of 50 (Rule of 80).

A member is eligible for retirement after attainment of age 55 with at least five years of credited service.

A member is eligible for an early retirement after completion of 30 years of service or attainment of age 50 with at least five years of credited service. The early retirement benefit equals the normal retirement benefit reduced on an actuarially equivalent basis.

The annual normal retirement benefit for the Defined Benefit Component is 2 percent of the average of the member’s highest three years’ base salary for each year of credited service up to ten years, plus 2.5 percent of the average member’s highest three years’ base salary for each year of service thereafter.

Beginning January 1, 2007, the annual normal retirement benefit for the Social Security Component is 1.0 percent of the average of the member's highest three years base salary for each year of credited service up to then years plus 1.25 percent of the average of the member's highest three years' base salary for each year thereafter. Prior to 2007, the benefit for members of the Social Security Component will be reduced by the amount of social security income the member receives annually, calculated as if the social security benefit started as of age 62

The annual retirement benefit of the Hybrid Defined Benefit Component is 1.9 percent of the average of the member’s highest three years’ base salary for each year of credited service through December 31, 2022 and 1.5 percent of the average of the member’s highest three years’ base salary for each year of credited service after January 1, 2023.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Retirement Plans (Continued)

Police Officers Pension Plan (Continued)

2. Benefits Provided (Continued)

Benefits paid to retired members and beneficiaries may be increased annually on October 1 via cost of living adjustment (COLA). COLAs may be compounding or non-compounding. The increase in benefits, if any, is based on the FPPA Board of Director's discretion. Compounding COLAs can range from 0 percent to the higher of 3 percent or the Consumer Price Index for Urban Wage Earners and Clerical Workers. Non-compounding COLAs take into consideration the investment returns, compounding COLAs and other economic factors. COLAs may begin once the retired member has been receiving retirement benefits for at least 12 calendar months prior to October 1.

Upon termination, the vested account balance within the Money Purchase Component becomes available to the member.

Upon termination, a member may elect to have their member contributions, along with 5.0 percent as interest, returned as a lump sum distribution in lieu of a retirement benefit.

3. Contributions

Contribution rates for the SRP are set by state statute. The FPPA Board of Directors may further increase the required contributions, equally between employer and member, upon approval through an election of both employers and members.

Members of the Defined Benefit Component contribute 12.0 percent of base salary. In 2020, legislation was enacted to increase the employer contributions rate to the Plan beginning in 2021. Employer contribution rates will increase 0.5 percent annually through 2030 to a total of 13.0 percent of base salary. These increases result in a combined contribution rate of 25.0 percent of base salary in 2030. In 2024, the total combined member and employer contribution rate was 22 percent.

Contributions from Defined Benefit Component members and employers of plans reentering the Defined Benefit Component are established by resolution and approved by the FPPA Board of Directors. The continuing rate of contribution for reentry groups is determined for each reentry group. The additional contribution amount is determined locally and may be paid by the member, the employer or split 50/50. Per the 2020 legislation, the required employer contribution rate for reentry departments also increases 0.5 percent annually. These increases result in a minimum combined contribution rate of 25.2 percent in 2030. In 2024, the total minimum required member and employer contribution rate was 22.2 percent.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Retirement Plans (Continued)

Police Officers Pension Plan (Continued)

3. Contributions (Continued)

Members of the Social Security Component contribute 6.0 percent of base salary. Per the 2020 legislation, employer contribution rates will increase 0.25 percent annually through 2030 to a total of 6.5 percent of base salary. These increases result in a combined contribution rate of 12.5 percent of base salary in 2030. In 2024, the total combined member and employer contribution rate was 11 percent.

The Hybrid Defined Benefit Component and Money Purchase Component members and their employers are currently each contributing at the rate determined by the individual employer. Effective January 1, 2023, the employer and member minimum contribution rates will increase by 0.125 percent annually until they reach a minimum rate of 9 percent each and at least a combined rate of 18 percent in 2030. In 2024, the total minimum combined member and employer contribution rate was 16.5 percent.

The Hybrid Defined Benefit Component sets contribution rates at a level that enables the defined benefits to be fully funded at the member's retirement date. The amount allocated to the Hybrid Defined Benefit Component is set annually by the FPPA Board of Directors. The Hybrid Defined Benefit Component contribution rate from July 1, 2023 through June 30, 2024 is 14.24 percent. The Hybrid Defined Benefit Component contribution rate from January 1, 2023 through June 30, 2023 was 13.90 percent. Contributions in excess of those necessary to fund the defined benefit are allocated to the member's self-directed account in the Money Purchase Component. A member of the Plan may elect to make voluntary after-tax contributions to the Money Purchase Component of the Plan.

Within the Money Purchase Component, members are always fully vested in their own contributions, as well as the earnings on those contributions. Vesting in the employer’s contributions within the Money Purchase Component, and earnings on those contributions occurs according to the vesting schedule set by the plan document at 20 percent per year after the first year of service and to be 100 percent vested after five years of service or the attainment of age 55. Employer and member contributions are invested in funds at the discretion of members. A member of the Plan may elect to make voluntary after-tax contributions to the Money Purchase Component of the Plan.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Retirement Plans (Continued)

Police Officers Pension Plan (Continued)

4. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2024, the Town reported a net pension liability of $-0- for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2023, and the collective total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2024. The Town's proportion of the net pension liability was based on Town contributions to the SRP relative to the total contributions of participating employers to the SRP based upon the January 1, 2024 actuarial valuation. At December 31, 2023, the Town's proportion was 0.45668%, which was a decrease of 0.02548% from its proportion measured as of December 31, 2022.

For the year ended December 31, 2024, the Town recognized pension expense of ($288,982). At December 31, 2024, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference Between Expected and Actual Experience	$ 869,728	$ 41,788
Changes of Assumptions or Other Inputs	504,477	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	624,385	-
Changes in Proportion and Differences Between Contributions Recognized and Proportionate Share of Contributions	92,389	301,042
Contributions Subsequent to the Measurement Date	499,735	-
Total	$ 2,590,714	$ 342,830

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Retirement Plans (Continued)

Police Officers Pension Plan (Continued)

4. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The $499,735 reported as deferred outflows of resources relating to pensions resulting from Town contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending December 31, 2025. Other amounts reported as deferred inflows and outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending December 31,	Amount
2025	$ 299,049
2026	461,465
2027	675,978
2028	60,479
2029	86,718
Thereafter	164,460
Total	$ 1,748,149

5. Actuarial Assumptions

The actuarial valuations for the SRP were used to determine the total pension liability and actuarially determined contributions for the fiscal year ended December 31, 2023. The valuations used the following actuarial assumption and other inputs:

	Total Pension Liability	Actuarial Determined Contributions
Actuarial Valuation Date	January 1, 2024	January 1, 2023
Actuarial Method	Entry Age Normal	Entry Age Normal
Amortization Method	N/A	Level % of Payroll, Open
Amortization Period	N/A	30-Years
Long-Term Investment Rate of Return*	7.0%	7.0%
Projected Salary Increases*	4.25 - 11.25%	4.25 - 11.25%
Cost-of-Living Adjustments (COLA)	0.0%	0.0%
*Includes Inflation at	2.5%	2.5%

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Retirement Plans (Continued)

Police Officers Pension Plan (Continued)

5. Actuarial Assumptions (Continued)

For determining the total pension liability, the post-retirement mortality tables for non-disabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables for males and females, amount-weighted, and then projected using the ultimate values of the MP-2020 projection scale for all years. The pre-retirement mortality assumption uses Pub-2010 Safety Healthy Employee Mortality Tables for males and females, amount-weighted, and then projected with the MP-2020 Ultimate projection scale. The pre-retirement non-duty mortality tables are adjusted to 60% multiplier. The on-duty mortality rate is 0.00015.

For determining the actuarially determined contributions, the post-retirement mortality tables for non-disabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables projected with the ultimate values of the MP-2020 projection scale. The pre-retirement off-duty mortality tables are adjusted to 60% of the MP-2020 mortality tables for active employees. The on-duty mortality rate is 0.00015.

At least every five years the FPPA's Board of Directors, in accordance with best practices, reviews its economic and demographic actuarial assumptions. At its July 2022 meeting, the Board of Directors reviewed and approved recommended changes to the actuarial assumptions. The recommendations were made by the FPPA's actuaries, Gabriel, Roeder, Smith & Co., based upon their analysis of past experience and expectations of the future. The assumption changes were effective for actuarial valuations beginning January 1, 2023. The actuarial assumptions impact actuarial factors for benefit purposes such as purchases of service credit and other benefits where actuarial factors are used.

The long-term expected rate of return on pension plan investments was determined using a building- block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation (assumed at 2.5 percent).

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Retirement Plans (Continued)

Police Officers Pension Plan (Continued)

5. Actuarial Assumptions (Continued)

Best estimates of arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2023 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	35.00 %	8.33 %
Equity Long/Short	6.00	7.27
Private Markets	34.00	10.31
Fixed Income - Rates	10.00	5.35
Fixed Income - Credit	5.00	5.89
Absolute Return	9.00	6.39
Cash	1.00	4.32
Total	100.00 %	

6. Discount Rate

The discount rate used to measure the total pension liability was 7.00 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the Board's funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the SRP fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Projected benefit payments are required to be discounted to their actuarial present values using a Single Discount Rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's projected fiduciary net position is not sufficient to pay benefits).

For the purpose of this valuation, the expected rate of return on pension plan investments is 7.00 percent; the municipal bond rate is 3.77 percent (based on the weekly rate closest to but not later than the measurement date of the "state & local bonds" rate from Federal Reserve statistical release (H.15)); and the resulting Single Discount Rate is 7.00 percent.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Retirement Plans (Continued)

Police Officers Pension Plan (Continued)

7. Sensitivity of the Town's Proportionate Share of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension liability/(asset) calculated using the discount rate of 7.00 percent, as well as what the District's proportionate share of the net pension liability/(asset) would be if it were calculated using a discount rate that is 1-percentage point lower (6.00 percent) or 1-percentage-point higher (8.00 percent) than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Proportionate Share of the Net Pension Liability (Asset)	$ 2,560,803	$ -	$ -

As of the measurement period ended December 31, 2023, the COLA assumption, which was previously 0.00%, was revised to reflect the true nature of FPPA Board's Benefits Policy which includes a variable COLA and supplemental payments. Consistent with FPPA Board's policy, the new COLA assumption will fluctuate from year to year depending on plan experience and is the long-term COLA assumption which results in no Net Pension Asset. If current assets do not support Total Pension Liabilities using a COLA assumption of greater than 0.00%, then a COLA assumption of 0.00% will be used and a Net Pension Liability will be reported.

8. Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued Fire & Police Pension Association of Colorado financial report.

General Employees

The Town contributes to an employer defined contribution plan established for non-police employees.

Plan Name	The Town of Erie Savings Plan
Plan Administrator	Town Finance Director
Recordkeeper	OneAmerica (a Third-Party Trustee)

The plan was established by authority of the Town Council and can be amended by the Plan Trustees (Town Manager and Finance Director). The Town Manager establishes and may amend contribution requirements.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Retirement Plans (Continued)

8. Pension Plan Fiduciary Net Position (Continued)

General Employees (Continued)

The plan is available to all non-police benefited employees (full-time employees and part-time employees working at least 24 hours per week). The plan was created in accordance with IRC Section 457(b) (employee contributions) and 401(a) (employer contributions). Employees are eligible to participate on the first day of each month after their date of hire.

Under the terms of the plan the Town is the only non-employee contributor and matches dollar-for-dollar up to the first 5% of employee contributions. Participants are not required to contribute to the plan but may contribute up to $22,500 per year ($30,000 for employees over 50). Employer contributions are based on the participant's salary (salary, pay, or earned income less salary reductions made under IRC §125). During 2024, the Town made all required contributions to the plan, contributing $499,735. Employees contributed $601,720 (including voluntary contributions).

Employees vest immediately. Employees have a non-forfeitable interest in the employer contributions to their accounts held by the plan recordkeeper. Voluntary pre-tax and Roth (after-tax) contributions are allowed. Since a third-party trustee holds the assets in trust, they are not reflected in the Town's financial statements.

NOTE 4 OTHER INFORMATION

A. Risk Management

The Town faces risks of loss, including damage to and loss of property and contents, general and automobile liabilities, professional liability (i.e., errors and omissions), and workers' compensation. The Town carries commercial insurance for the risks of loss, including workers' compensation and property/casualty loss insurance. Settlements have not exceeded coverages for each of the past three fiscal years. Coverage limits and deductibles have stayed relatively constant in the past three years.

NOTE 4 OTHER INFORMATION (CONTINUED)

B. Litigation

The Town is currently the defendant in several lawsuits. Some of the lawsuits are in the process of appeal or settlement. Those lawsuits do not involve significant claims which have not already been provided for in prior years. Therefore, there does not appear to be a threat of significant liability to the Town from those lawsuits. In addition, there are several claims asserted against the Town. Legal counsel is of the opinion that insurance carried by the Town is sufficient to cover any potential adverse settlements from those claims covered by insurance. As to those claims which may not be covered by insurance, legal counsel is unable to form an opinion as to any potential adverse settlements.

C. Commitments and Encumbrances

At year-end, commitments and encumbrances by fund were as follows:

	Governmental	Enterprise	Total
General Fund	$ 3,330,708	$ -	$ 3,330,708
Capital Improvements Fund	6,755,082	-	6,755,082
Grants Fund	264,380	-	264,380
Trails and Natural Areas Fund	502,610	-	502,610
Parks Improvement Fund	430,677	-	430,677
Police Facilities Impact Fund	1,402,519	-	1,402,519
Transportation Impact Fund	1,424,907	-	1,424,907
Public Facilities Improvement Fund	1,611,599	-	1,611,599
Tree Impact Fund	5,200	-	5,200
Storm Drainage Impact Fund	272,401	-	272,401
Fleet and Equipment Acquisition Fund	513,228	-	513,228
Urban Renewal Authority	708,728	-	708,728
Water Fund	-	13,040,788	13,040,788
Wastewater Fund	-	4,918,427	4,918,427
Airport Fund	-	167,873	167,873
Storm Drainage Operating	-	2,798,761	2,798,761
Total Commitments	$ 17,222,039	$ 20,925,849	$ 38,147,888

The commitments and encumbrances reflected in the above table technically lapse at the end of the year but are expected to be reappropriated and become part of the subsequent year's budget because performance under the various executory contracts is expected in the next year.

Most of the amounts reflected in the above table are related to capital projects, representing $33.6 million of the total. Of this amount, $3 million represents contractual commitments for the expansion and renovation of Town Hall. This project is expected to be completed in 2025.

NOTE 4 OTHER INFORMATION (CONTINUED)

C. Commitments and Encumbrances (Continued)

The Town is also participating in several raw water storage and delivery projects with the Northern Colorado Water Conservancy District. In 2024, the Town contributed $4.4 million to the Northern Integrated Supply Project and $2.1 million to the Windy Gap Firming Project. Future years' contributions to these projects depend on the Town Council election to participate.

D. Contingent Liabilities

Federal grants are subject to audit which could result in disallowed costs, the amount which is undeterminable at December 31, 2024. If any costs are disallowed in the future, the Town expects them to be insignificant.

E. Annexation and Developer Agreements

The Town has entered into several annexation and developer agreements with various developers of residential/commercial developments. Among other things, these agreements indicate whether the Town or the developer is responsible for the construction of infrastructure and other improvements such as water, wastewater and storm drainage infrastructure, streets, trails, parks and similar capital improvements required to support the development. The Town's portion of these costs will be paid primarily from tap and impact fees collected from these developments.

The Town has entered into an agreement with Dillon Companies Inc. (Dillon) that provides for reimbursement by the Town to the developer up to $1.5 million for certain public improvements to be constructed by the developer. Reimbursements by the Town will be limited to the amount of sales tax received in the prior year on certain commercial parcels. Such reimbursements shall cease after the 10th year of such payments regardless of the total amount reimbursed to Dillon. During 2024, the Town paid Dillon $-0- pursuant to this agreement. Cumulative reimbursements since inception pursuant to this agreement were $674,835 as of December 31, 2024.

The Town, through the URA, has entered into a public finance and development agreement with Erie Four Corners, LLC, Four Corners Business Improvement District and Four Corners Metropolitan District (collectively, the Developer). The Developer has agreed to construct the necessary infrastructure improvements for the project. The urban renewal authority will reimburse the Developer a portion of the cost of qualifying improvements, not to exceed $35,000,000 over a period not to exceed approximately 20 years. Reimbursement will be from incremental property taxes on the commercial and retail portions of the project. No reimbursements have been made to date on this project.

NOTE 4 OTHER INFORMATION (CONTINUED)

E. Annexation and Developer Agreements (Continued)

Also through the URA, in 2017 two tax abatement agreements were entered into to provide incentives for development in Historic Old Town through reimbursements of incremental property taxes. The first was for the construction of a commercial/retail/office building at 105 Wells St. with D&H Erie, LLC, and the second was with Four Lakes, LLC (dba Echo Brewing Cask and Barrel) for the expansion of and improvements to 600/620 Briggs St. The maximum reimbursement under each of these agreements is $1,500,000. During 2024, the Town reimbursed D&H Erie, LLC $105,390 pursuant to this agreement. Reimbursements under the agreement for Echo Brewing began in 2023.

In 2019, the URA entered into a property tax sharing agreement with 615 Briggs LLC for construction of a new building to house a restaurant and retail/office space in Historic Old Town. The agreement has a cap of $446,050 and has a term of up to 10 years, beginning with the date the certificate of occupancy is issued. During 2024, the Town paid 615 Briggs LLC $60,223 pursuant to this agreement.

In 2019, the URA also entered into a reimbursement agreement with RTD Birdhouse Holdings LLC for improvements to and expansion of 526 Briggs in Historic Old Town, with the primary occupant being a restaurant. The agreement provides for sharing of sales tax for a period of up to seven years, with a cap of $420,000. During 2024, the Town paid RTD Birdhouse Holdings LLC $50,186 pursuant to this agreement.

The URA has entered into a property and sales tax sharing agreement with Evergreen-287 and Arapahoe LLC for the development of land located on the southeast corner of Highway 287 and Arapahoe Road, known as the Nine Mile development (Nine Mile). Nine Mile is a mixed-use development, with retail, commercial, and multi-family components. The agreement provides for tax increment revenue to pay debt service costs on up to $12,800,000 in eligible infrastructure costs on the site, with the debt issued by the Nine Mile Metropolitan District. Certain operations and administrative costs will also be paid from the tax increment revenue. During 2024, the Town paid the Nine Mile Metropolitan District $2,158,061 pursuant to this agreement.

F. Tax, Spending, and Debt Limitations

On November 3, 1992, the voters of the State approved Article X, Section 20, to the State Constitution (the Amendment). The Amendment provides for several limitations on government activities, including those related to revenue, expenditures, property taxes, and issuance of debt. These provisions of the Constitution are complex and subject to judicial interpretation. In the opinion of management, the Town is in compliance with such provisions.

The Amendment provides for exceptions related to “enterprises,” defined as government-owned businesses authorized to issue revenue bonds and receiving less than 10% of its annual revenue in grants from all state and local governments combined. The Town’s management is of the opinion that its Water, Wastewater, Storm Drainage, and Airport operations qualify for this exclusion.

NOTE 4 OTHER INFORMATION (CONTINUED)

F. Tax, Spending, and Debt Limitations (Continued)

In 1994, the Town's electorate authorized the Town to retain any revenues in excess of the limits imposed by the Amendment, pursuant to its existing sales and use tax code and general taxes on all taxable property without any increase in sales and use tax rates or increase in the general property tax mill levy. This effectively removed all revenue and spending limits imposed by Amendment. However, any future tax rate or tax code changes increasing tax revenues are subject to voter approval.

G. Emergency Reserve

The Town Council approved a resolution to create an emergency reserve as required by Article X, Section 20, of the Colorado Constitution. The year-end reserve of $2,472,585 is calculated based on the requirements of Article X, Section 20.

NOTE 5 ACCOUNTING CHANGES AND ERROR CORRECTIONS

Changes to or within Financial Reporting Entity

The Transportation Impact Fund and Parks Improvement Fund previously met the criteria to be reported as major governmental funds. However, effective January 1, 2024, the funds no longer met the criteria to be reported as major funds and are reported as nonmajor governmental funds for the fiscal year ended December 31, 2024.

The Grants Fund previously met the criteria to be reported as a nonmajor governmental fund. However, effective January 1, 2024, the fund met the criteria to be reported as a major fund and is reported as major governmental fund for the fiscal year ended December 31, 2024.

The effect of those changes to or within the financial reporting entity is shown in the table below.

	Transportation Impact	Parks Improvement	Grants	Nonmajor Governmental
December 31, 2024, As Previously Reported Change in Fund Presentation from Major to Nonmajor	$ (26,086,265)	$ (12,170,509)	$ -	$ 38,256,774
December 31, 2024, As Previously Reported Change in Fund Presentation from Nonmajor to Major	-	-	181,663	(181,663)
December 31, 2024, As Adjusted or Restated	$ (26,086,265)	$ (12,170,509)	$ 181,663	$ 38,075,111

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF ERIE, COLORADO
SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)
LAST TEN FISCAL YEARS*

	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Plan Measurement Date	December 31, 2023	December 31, 2022	December 31, 2021	December 31, 2020	December 31, 2019	December 31, 2018	December 31, 2017	December 31, 2016	December 31, 2015	December 31, 2014
Town's Proportion of the Net Pension Liability (Asset)	0.45668%	0.48216%	0.43109%	0.38349%	0.37436%	0.34242%	0.34200%	0.33195%	0.33625%	0.33118%
Town's Proportionate Share of the Net Pension Liability (Asset)	$ -	$ 427,970	$ (2,336,210)	$ (832,568)	$ (211,723)	$ 432,908	$ (492,022)	$ 119,945	$ (5,928)	$ (373,766)
Town's Covered Payroll	$ 4,499,509	$ 4,194,863	$ 3,470,347	$ 3,080,269	$ 2,759,138	$ 2,212,900	$ 2,005,275	$ 1,775,038	$ 1,638,675	$ 1,489,488
Town's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered Payroll	0.0%	10.2%	(67.3%)	(27.0%)	(7.7%)	19.6%	(24.5%)	6.8%	(0.4%)	(25.1%)
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	100.0%	97.6%	116.2%	106.7%	101.9%	95.2%	106.3%	98.2%	100.1%	106.8%

* The amounts presented for each fiscal year were determined as of December 31, based on the measurement date of the Plan. Covered payroll is presented based on the fiscal year.

TOWN OF ERIE, COLORADO
SCHEDULE OF TOWN CONTRIBUTIONS
LAST TEN FISCAL YEARS*

	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually Required Contribution	$ 499,735	$ 426,232	$ 377,537	$ 294,980	$ 246,421	$ 220,731	$ 177,032	$ 160,422	$ 142,003	$ 131,094
Contributions in Relation to the Contractually Required Contribution	499,735	426,232	377,537	294,980	246,421	220,731	177,032	160,422	142,003	131,094
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Town's Covered Payroll	$ 5,014,336	$ 4,499,509	$ 4,194,863	$ 3,470,347	$ 3,080,269	$ 2,759,138	$ 2,212,900	$ 2,005,275	$ 1,775,038	$ 1,638,675
Contributions as a Percentage of Covered Payroll	10.0%	9.5%	9.0%	8.5%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%

*The amounts presented for each fiscal year were determined as of December 31.

SUPPLEMENTARY INFORMATION

Special Revenue Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Cemetery Fund – Accounts for revenues received from plot purchases at the municipal cemetery. Money is used for perpetual care expenditures at the cemetery.

Conservation Trust Fund – Accounts for revenues received from the Colorado State Lottery proceeds through the State's Conservation Trust Fund. It is used to acquire, develop, and maintain new conservation sites, and for capital improvements or maintenance for recreational purposes on any public site.

Trail and Natural Areas Fund – Accounts for property tax revenues used to acquire, construct, and maintain trails; and acquire, develop, and maintain natural areas for public use.

Erie Community Civic Fund – A nonprofit organization, exempt from federal income tax under Section 501(c)(3) of the IRC that is used to facilitate certain contributions and grants for support of various Town activities.

Capital Projects Funds

Capital projects funds are used to account for the acquisition and construction of major capital facilities.

Public Facilities Impact Fund – Accounts for impact fee revenues used to construct and acquire public facilities.

Police Facilities Impact Fund – Accounts for impact fee revenues used to construct and acquire police facilities.

Storm Drainage Impact Fund – Accounts for impact fee revenues used to acquire and construct the storm drainage system.

Tree Impact Fund – Accounts for impact fee revenues used to acquire and plant trees in public locations, and to issue certificates for tree purchases to homeowners of newly constructed homes.

Transportation Impact Fund – Accounts for impact fee revenues used to construct and acquire transportation infrastructure.

Parks Improvement Impact Fund – Accounts for impact fee revenues used to construct and acquire parks and related improvements.

TOWN OF ERIE, COLORADO
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	Total Nonmajor Special Revenue Funds	Total Nonmajor Capital Projects Funds	Total Nonmajor Governmental Funds
ASSETS			
Pooled Cash and Investments	$ 6,579,703	$ 95,344,616	$ 101,924,319
Receivables	2,855,049	123,719	2,978,768
Total Assets	$ 9,434,752	$ 95,468,335	$ 104,903,087
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts Payable	$ 218,635	$ 3,306,667	$ 3,525,302
Unearned Revenue	43,264	28,104	71,368
Total Liabilities	261,899	3,334,771	3,596,670
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	2,842,430	-	2,842,430
Total Deferred Inflows of Resources	2,842,430	-	2,842,430
FUND BALANCES			
Restricted for:			
Capital Projects	-	92,133,564	92,133,564
Parks and Open Space	5,880,545	-	5,880,545
Committed to:			
Cemetery Operations	449,878	-	449,878
Total Fund Balances	6,330,423	92,133,564	98,463,987
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 9,434,752	$ 95,468,335	$ 104,903,087

TOWN OF ERIE, COLORADO
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
DECEMBER 31, 2024

	Cemetery Fund	Conservation Trust Fund	Trails and Natural Areas Fund	Erie Community Civic Fund	Total
ASSETS					
Pooled Cash and Investments	$ 449,022	$ 1,311,240	$ 4,799,786	$ 19,655	$ 6,579,703
Receivables	856	2,439	2,851,754	-	2,855,049
Total Assets	$ 449,878	$ 1,313,679	$ 7,651,540	$ 19,655	$ 9,434,752
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
LIABILITIES					
Accounts Payable	$ -	$ -	$ 218,635	$ -	$ 218,635
Unearned Revenue	-	-	43,264	-	43,264
Total Liabilities	-	-	261,899	-	261,899
DEFERRED INFLOWS OF RESOURCES					
Property Taxes	-	-	2,842,430	-	2,842,430
Total Deferred Inflows of Resources	-	-	2,842,430	-	2,842,430
FUND BALANCES					
Restricted for:					
Parks and Open Space	-	1,313,679	4,547,211	19,655	5,880,545
Committed to:					
Cemetery Operations	449,878	-	-	-	449,878
Total Fund Balances	449,878	1,313,679	4,547,211	19,655	6,330,423
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 449,878	$ 1,313,679	$ 7,651,540	$ 19,655	$ 9,434,752

TOWN OF ERIE, COLORADO
COMBINING BALANCE SHEET
NONMAJOR CAPITAL PROJECTS FUNDS
DECEMBER 31, 2024

	Public Facilities Impact Fund	Capital Improvements	Transportation Impact Fund	Parks Improvement	Storm Drainage Impact Fund	Police Facilities Impact Fund	Tree Impact Fund	Total
ASSETS								
Pooled Cash and Investments	$ 7,843,749	$ 27,018,320	$ 32,338,830	$ 15,077,397	$ 10,066,295	$ 1,382,406	$ 1,617,619	$ 95,344,616
Receivables	15,595	-	53,995	29,013	19,344	2,640	3,132	123,719
Total Assets	$ 7,859,344	$ 27,018,320	$ 32,392,825	$ 15,106,410	$ 10,085,639	$ 1,385,046	$ 1,620,751	$ 95,468,335
LIABILITIES AND FUND BALANCES								
LIABILITIES								
Accounts Payable	$ 917,389	$ 18,320	$ 2,249,563	$ 42,613	$ -	$ 78,782	$ -	$ 3,306,667
Unearned Revenue	3,822	-	12,338	8,120	3,224	-	600	28,104
Total Liabilities	921,211	18,320	2,261,901	50,733	3,224	78,782	600	3,334,771
FUND BALANCES								
Restricted for:								
Capital Projects	6,938,133	27,000,000	30,130,924	15,055,677	10,082,415	1,306,264	1,620,151	92,133,564
Total Fund Balances	6,938,133	27,000,000	30,130,924	15,055,677	10,082,415	1,306,264	1,620,151	92,133,564
Total Liabilities and Fund Balances	$ 7,859,344	$ 27,018,320	$ 32,392,825	$ 15,106,410	$ 10,085,639	$ 1,385,046	$ 1,620,751	$ 95,468,335

TOWN OF ERIE, COLORADO
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2024

	Total Nonmajor Special Revenue Funds	Total Nonmajor Capital Projects Funds	Total Nonmajor Governmental Funds
REVENUES			
Taxes	$ 2,945,734	$ -	$ 2,945,734
Intergovernmental	381,657	-	381,657
Fees and Charges for Services	52,000	-	52,000
Capital Contributions and Fees	446,288	13,122,990	13,569,278
Investment Earnings	355,304	2,890,390	3,245,694
Total Revenues	4,250,278	16,013,380	20,263,658
EXPENDITURES			
Current Operating:			
General Government	8,075	-	8,075
Public Works	-	335	335
Parks and Recreation	29,015	127,586	156,601
Capital Outlay	3,885,541	9,800,337	13,685,878
Total Expenditures	3,922,631	9,928,258	13,850,889
EXCESS OF REVENUES OVER EXPENDITURES	327,647	6,085,122	6,412,769
OTHER FINANCING USES			
Transfers In	-	27,000,000	27,000,000
Total Other Financing Uses	-	27,000,000	27,000,000
NET CHANGES IN FUND BALANCE	327,647	33,085,122	33,412,769
Fund Balance - Beginning of Year, as Previously Presented	6,184,439	20,791,668	26,976,107
Changes within Financial Reporting Entity (Nonmajor to Major and Major to Nonmajor)	(181,663)	38,256,774	38,075,111
FUND BALANCE - END OF YEAR	$ 6,330,423	$ 92,133,564	$ 98,463,987

TOWN OF ERIE, COLORADO
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR SPECIAL REVENUE FUNDS
YEAR ENDED DECEMBER 31, 2024

	Formerly Nonmajor Grants Fund	Cemetery Fund	Conservation Trust Fund	Trails and Natural Areas Fund	Erie Community Civic Fund	Total
REVENUES						
Taxes	$ -	$ -	$ -	$ 2,945,734	$ -	$ 2,945,734
Intergovernmental	-	-	381,657	-	-	381,657
Fees and Charges for Services	-	52,000	-	-	-	52,000
Capital Contributions and Fees	-	-	-	446,288	-	446,288
Investment Earnings	-	19,004	53,882	282,418	-	355,304
Miscellaneous	-	-	-	69,295	-	69,295
Total Revenues	-	71,004	435,539	3,743,735	-	4,250,278
EXPENDITURES						
Current Operating:						
General Government	-	8,075	-	-	-	8,075
Parks and Recreation	-	-	-	29,015	-	29,015
Capital Outlay	-	-	159,423	3,726,118	-	3,885,541
Total Expenditures	-	8,075	159,423	3,755,133	-	3,922,631
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	62,929	276,116	(11,398)	-	327,647
NET CHANGES IN FUND BALANCE	-	62,929	276,116	(11,398)	-	327,647
Fund Balance - Beginning of Year, as Previously Presented	181,663	386,949	1,037,563	4,558,609	19,655	6,184,439
Changes within Financial Reporting Entity (Nonmajor to Major)	(181,663)	-	-	-	-	(181,663)
FUND BALANCE - END OF YEAR	$ -	$ 449,878	$ 1,313,679	$ 4,547,211	$ 19,655	$ 6,330,423

TOWN OF ERIE, COLORADO
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR CAPITAL PROJECT FUNDS
YEAR ENDED DECEMBER 31, 2024

	Public Facilities Impact Fund	Capital Improvements	*Formerly Major* Transportation Impact Fund	*Formerly Major* Parks Improvement	Storm Drainage Impact Fund	Police Facilities Impact Fund	Tree Impact Fund	Total
REVENUES								
Capital Contributions and Fees	$ 3,292,456	$ -	$ 5,000,397	$ 2,483,924	$ 1,424,029	$ 555,184	$ 367,000	$ 13,122,990
Investment Earnings	437,395	-	1,281,037	630,434	422,998	51,370	67,156	2,890,390
Total Revenues	3,729,851	-	6,281,434	3,114,358	1,847,027	606,554	434,156	16,013,380
EXPENDITURES								
Current Operating:								
Public Works	-	-	-	-	-	335	-	335
Parks and Recreation	-	-	-	-	-	-	127,586	127,586
Capital Outlay	7,248,090	-	2,236,775	229,190	-	86,282	-	9,800,337
Total Expenditures	7,248,090	-	2,236,775	229,190	-	86,617	127,586	9,928,258
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,518,239)	-	4,044,659	2,885,168	1,847,027	519,937	306,570	6,085,122
OTHER FINANCING USES								
Transfers In	-	27,000,000	-	-	-	-	-	27,000,000
Total Other Financing Uses	-	27,000,000	-	-	-	-	-	27,000,000
NET CHANGES IN FUND BALANCE	(3,518,239)	27,000,000	4,044,659	2,885,168	1,847,027	519,937	306,570	33,085,122
Fund Balance - Beginning of Year, as Previously Presented	10,456,372	-	-	-	8,235,388	786,327	1,313,581	20,791,668
Change within Financial Reporting Entity (Major to Nonmajor)	-	-	26,086,265	12,170,509	-	-	-	38,256,774
FUND BALANCE - END OF YEAR	$ 6,938,133	$ 27,000,000	$ 30,130,924	$ 15,055,677	$ 10,082,415	$ 1,306,264	$ 1,620,151	$ 92,133,564

TOWN OF ERIE, COLORADO
CEMETERY FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Fees and Charges for Services	$ -	$ -	$ 52,000	$ 52,000
Investment Earnings	-	-	19,004	19,004
Total Revenues	-	-	71,004	71,004
EXPENDITURES				
Current Operating:				
General Government	-	8,085	8,075	10
Total Expenditures	-	8,085	8,075	10
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	(8,085)	62,929	71,014
NET CHANGES IN FUND BALANCE	$ -	$ (8,085)	62,929	$ 71,014
Fund Balance - Beginning of Year			386,949	
FUND BALANCE - END OF YEAR			$ 449,878	

TOWN OF ERIE, COLORADO
CONSERVATION TRUST FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Intergovernmental	$ -	$ -	$ 381,657	$ 381,657
Investment Earnings	-	-	53,882	53,882
Total Revenues	-	-	435,539	435,539
EXPENDITURES				
Capital Outlay	168,750	178,224	159,423	18,801
Total Expenditures	168,750	178,224	159,423	18,801
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(168,750)	(178,224)	276,116	454,340
NET CHANGES IN FUND BALANCE	$ (168,750)	$ (178,224)	276,116	$ 454,340
Fund Balance - Beginning of Year			1,037,563	
FUND BALANCE - END OF YEAR			$ 1,313,679	

TOWN OF ERIE, COLORADO
TRAILS AND NATURAL AREAS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Taxes	$ 3,019,000	$ 3,019,000	$ 2,945,734	$ (73,266)
Capital Contributions and Fees	-	-	446,288	446,288
Investment Earnings	60,000	60,000	282,418	222,418
Miscellaneous	-	-	69,295	69,295
Total Revenues	3,079,000	3,079,000	3,743,735	664,735
EXPENDITURES				
Current Operating:				
Parks and Recreation	-	-	29,015	(29,015)
Capital Outlay	4,477,500	5,520,163	3,726,118	1,794,045
Total Expenditures	4,477,500	5,520,163	3,755,133	1,765,030
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(1,398,500)	(2,441,163)	(11,398)	2,429,765
OTHER FINANCING USES				
Transfers Out	(438,840)	(438,840)	-	438,840
Total Other Financing Uses	(438,840)	(438,840)	-	438,840
NET CHANGES IN FUND BALANCE	$ (1,837,340)	$ (2,880,003)	(11,398)	$ 2,868,605
Fund Balance - Beginning of Year			4,558,609	
FUND BALANCE - END OF YEAR			$ 4,547,211	

TOWN OF ERIE, COLORADO
ERIE CIVIC COMMUNITY FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES	$ -	$ -	$ -	$ -
EXPENDITURES	-	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-
NET CHANGES IN FUND BALANCE	$ -	$ -	-	$ -
Fund Balance - Beginning of Year			19,655	
FUND BALANCE - END OF YEAR			$ 19,655	

TOWN OF ERIE, COLORADO
PUBLIC FACILITIES IMPACT FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Capital Contributions and Fees	$ 2,565,920	$ 2,565,920	$ 3,292,456	$ 726,536
Investment Earnings	50,000	50,000	437,395	387,395
Total Revenues	2,615,920	2,615,920	3,729,851	1,113,931
EXPENDITURES				
Capital Outlay	50,000	10,282,149	7,248,090	3,034,059
Total Expenditures	50,000	10,282,149	7,248,090	3,034,059
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	2,565,920	(7,666,229)	(3,518,239)	4,147,990
NET CHANGES IN FUND BALANCE	$ 2,565,920	$ (7,666,229)	(3,518,239)	$ 4,147,990
Fund Balance - Beginning of Year			10,456,372	
FUND BALANCE - END OF YEAR			$ 6,938,133	

TOWN OF ERIE, COLORADO
CAPITAL IMPROVEMENTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES	$ -	$ -	$ -	$ -
EXPENDITURES	-	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-
OTHER FINANCING SOURCES				
Transfers In	-	-	27,000,000	27,000,000
Total Other Financing Sources	-	-	27,000,000	27,000,000
NET CHANGES IN FUND BALANCE	$ -	$ -	27,000,000	$ 27,000,000
Fund Balance - Beginning of Year			-	
FUND BALANCE - END OF YEAR			$ 27,000,000	

TOWN OF ERIE, COLORADO
TRANSPORTATION IMPACT FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Capital Contributions and Fees	$ 3,965,740	$ 3,965,740	$ 5,000,397	$ 1,034,657
Investment Earnings	100,000	100,000	1,281,037	1,181,037
Total Revenues	4,065,740	4,065,740	6,281,434	2,215,694
EXPENDITURES				
Current Operating:				
Capital Outlay	1,084,274	18,876,735	2,236,775	16,639,960
Total Expenditures	1,084,274	18,876,735	2,236,775	16,639,960
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	2,981,466	(14,810,995)	4,044,659	18,855,654
OTHER FINANCING SOURCES				
Transfers In	-	2,063,128	-	(2,063,128)
Total Other Financing Sources	-	2,063,128	-	(2,063,128)
NET CHANGES IN FUND BALANCE	$ 2,981,466	$ (12,747,867)	4,044,659	$ 16,792,526
Fund Balance - Beginning of Year			26,086,265	
FUND BALANCE - END OF YEAR			$ 30,130,924	

TOWN OF ERIE, COLORADO
PARKS IMPROVEMENT FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Capital Contributions and Fees	$ 1,550,940	$ 1,550,940	$ 2,483,924	$ 932,984
Investment Earnings	-	-	630,434	630,434
Total Revenues	1,550,940	1,550,940	3,114,358	1,563,418
EXPENDITURES				
Capital Outlay	9,345,000	229,190	229,190	-
Total Expenditures	9,345,000	229,190	229,190	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(7,794,060)	1,321,750	2,885,168	1,563,418
NET CHANGES IN FUND BALANCE	$ (7,794,060)	$ 1,321,750	2,885,168	$ 1,563,418
Fund Balance - Beginning of Year			12,170,509	
FUND BALANCE - END OF YEAR			$ 15,055,677	

TOWN OF ERIE, COLORADO
STORM DRAINAGE IMPACT FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Capital Contributions and Fees	$ 1,091,628	$ 1,091,628	$ 1,424,029	$ 332,401
Investment Earnings	20,000	20,000	422,998	402,998
Total Revenues	1,111,628	1,111,628	1,847,027	735,399
EXPENDITURES	-	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	1,111,628	1,111,628	1,847,027	735,399
NET CHANGES IN FUND BALANCE	$ 1,111,628	$ 1,111,628	1,847,027	$ 735,399
Fund Balance - Beginning of Year			8,235,388	
FUND BALANCE - END OF YEAR			$ 10,082,415	

TOWN OF ERIE, COLORADO
TREE IMPACT FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Capital Contributions and Fees	$ 198,000	$ 198,000	$ 367,000	$ 169,000
Investment Earnings	3,000	3,000	67,156	64,156
Total Revenues	201,000	201,000	434,156	233,156
EXPENDITURES				
Current Operating:				
Parks and Recreation	134,000	134,000	127,586	6,414
Total Expenditures	134,000	134,000	127,586	6,414
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	67,000	67,000	306,570	239,570
NET CHANGES IN FUND BALANCE	$ 67,000	$ 67,000	306,570	$ 239,570
Fund Balance - Beginning of Year			1,313,581	
FUND BALANCE - END OF YEAR			$ 1,620,151	

TOWN OF ERIE, COLORADO
POLICE FACILITIES IMPACT FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Capital Contributions and Fees	$ 411,600	$ 411,600	$ 555,184	$ 143,584
Investment Earnings	20,000	20,000	51,370	31,370
Total Revenues	431,600	431,600	606,554	174,954
EXPENDITURES				
Current Operating:				
Public Works	-	-	335	(335)
Capital Outlay	454,100	3,835,100	86,282	3,748,818
Total Expenditures	454,100	3,835,100	86,617	3,748,483
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(22,500)	(3,403,500)	519,937	3,923,437
NET CHANGES IN FUND BALANCE	$ (22,500)	$ (3,403,500)	519,937	$ 3,923,437
Fund Balance - Beginning of Year			786,327	
FUND BALANCE - END OF YEAR			$ 1,306,264	

Schedules of Revenues, Expenses, and Changes in Fund Net Position – Actual and Budget (Non-GAAP Budgetary Basis)

This section presents combining and budgetary comparisons for the following funds:

- Water Fund
- Wastewater Fund
- Storm Drainage Operating
- Airport Fund

TOWN OF ERIE, COLORADO
COMBINING STATEMENT OF NET POSITION
NONMAJOR PROPRIETARY FUNDS
DECEMBER 31, 2024

	Airport Fund	Total Enterprise Nonmajor Funds
ASSETS		
Current Assets:		
Receivables	$ 1,315,219	$ 1,315,219
Total Current Assets	1,315,219	1,315,219
Noncurrent Assets:		
Capital Assets:		
Construction in Progress	1,229,336	1,229,336
Land and Water Rights	592,295	592,295
Buildings, Property, and Equipment	7,284,639	7,284,639
Accumulated Depreciation	(4,375,760)	(4,375,760)
Total Capital Assets, Net	4,730,510	4,730,510
Total Assets	6,045,729	6,045,729
LIABILITIES		
Current Liabilities:		
Accounts Payable	145,004	145,004
Due to Other Funds	1,024,331	1,024,331
Total Current Liabilities	1,169,335	1,169,335
Total Liabilities	1,169,335	1,169,335
NET POSITION		
Net Investment in Capital Assets	4,600,275	4,600,275
Unrestricted	276,119	276,119
Total Net Position	$ 4,876,394	$ 4,876,394

TOWN OF ERIE, COLORADO
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
NONMAJOR PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024

	Airport Fund	Total Nonmajor Proprietary Funds
OPERATING REVENUES		
Charges for Services	$ 5,812	$ 5,812
OPERATING EXPENSES		
Operations and Maintenance	378,842	378,842
Depreciation	262,435	262,435
Total Operating Expenses	641,277	641,277
NET OPERATING INCOME (LOSS)	(635,465)	(635,465)
NONOPERATING REVENUES (EXPENSES)		
Investment Earnings	1,957	1,957
Intergovernmental	1,339,477	1,339,477
Other Nonoperating Income	143,682	143,682
Total Nonoperating Revenues (Expenses)	1,485,116	1,485,116
INCOME (LOSS) BEFORE TRANSFERS	849,651	849,651
Transfers In	240,000	240,000
CHANGES IN NET POSITION	1,089,651	1,089,651
Net Position - Beginning of Year	3,786,743	3,786,743
NET POSITION - END OF YEAR	$ 4,876,394	$ 4,876,394

TOWN OF ERIE, COLORADO
NONMAJOR PROPRIETARY FUND
COMBINING STATEMENT OF CASH FLOWS
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024
(NON-GAAP BUDGETARY BASIS)

	Airport Fund	Total Nonmajor Proprietary Funds
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from Customers and Users	$ (1,161,215)	$ (1,161,215)
Payments to Suppliers	(244,671)	(244,671)
Net Cash Used by Operating Activities	(1,405,886)	(1,405,886)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Grants Received	1,339,477	1,339,477
Cash Received on Interfund Borrowing	1,024,331	1,024,331
Transfer from Other Funds	240,000	240,000
Cash Flows Provided by Noncapital Financing Activities	2,603,808	2,603,808
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and Construction of Capital Assets	(1,405,301)	(1,405,301)
Cash Flows Used by Capital and Related Financing Activities	(1,405,301)	(1,405,301)
CASH FLOWS FROM INVESTING ACTIVITIES		
Earnings on Investments	1,957	1,957
Cash Flows Provided by Investing Activities	1,957	1,957
NET DECREASE IN POOLED CASH AND INVESTMENTS	(205,422)	(205,422)
Pooled Cash and Investments - Beginning of Year	205,422	205,422
POOLED CASH AND INVESTMENTS - END OF YEAR	$ -	$ -
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		
Operating Income (Loss)	$ (635,465)	$ (635,465)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Depreciation Expense	262,435	262,435
Other Income	143,682	143,682
(Increase) Decrease in:		
Accounts Receivable	(1,310,710)	(1,310,710)
Increase (Decrease) in:		
Accounts Payable	134,172	134,172
Net Cash Provided (Used) by Operating Activities	$ (1,405,886)	$ (1,405,886)

TOWN OF ERIE, COLORADO
WATER FUND
SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024
(NON-GAAP BUDGETARY BASIS)

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Charges for Services	$ 13,281,000	$ 13,281,000	$ 15,060,859	$ 1,779,859
Capital Contributions and Fees	17,467,800	17,467,800	26,705,617	9,237,817
Investment Earnings	527,000	527,000	5,644,262	5,117,262
Intergovernmental	-	-	13,074	13,074
Miscellaneous	10,000	10,000	137,907	127,907
Total Revenues	31,285,800	31,285,800	47,561,719	16,275,919
EXPENSES				
Operating Expenses:				
Personnel Services	1,422,927	2,024,255	2,243,619	(219,364)
Operations and Maintenance	2,249,631	7,841,103	6,774,643	1,066,460
Capital Outlay	12,894,879	99,301,115	12,018,651	87,282,464
Debt Related Expenses:				
Principal Payments	2,100,000	2,210,145	2,207,473	2,672
Interest Expense	1,353,823	1,353,823	1,387,990	(34,167)
Total Expenses	20,021,260	112,730,441	24,632,376	88,098,065
OTHER FINANCING SOURCES				
Transfers In	-	(1,305,559)	-	1,305,559
Total Other Financing Sources	-	(1,305,559)	-	1,305,559
CHANGES IN NET POSITION - BUDGET BASIS	$ 11,264,540	$ (82,750,200)	22,929,343	$ 105,679,543
RECONCILIATION TO GAAP BASIS				
Bond Principal Payments			2,207,473	
Debt Issuance Costs			46,983	
Change in Accrued Interest Payable			9,354	
Change in Compensated Absences Payable			32,776	
Developer Contributions			10,537,605	
Capital Outlay			12,018,651	
Depreciation and Amortization			(4,944,622)	
CHANGE IN NET POSITION - GAAP BASIS			42,837,563	
Net Position - Beginning of Year			320,007,411	
NET POSITION - END OF YEAR			$ 362,844,974	

TOWN OF ERIE, COLORADO
WASTEWATER FUND
SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024
(NON-GAAP BUDGETARY BASIS)

	Budgeted Amounts			Variance With Final Budget
	Original Budget	Final Budget	Actual	Positive (Negative)
REVENUES				
Charges for Services	$ 6,530,000	$ 6,530,000	$ 7,309,219	$ 779,219
Capital Contributions and Fees	5,394,000	5,394,000	8,612,049	3,218,049
Intergovernmental	-	-	964	964
Investment Earnings	200,000	200,000	1,521,926	1,321,926
Total Revenues	12,124,000	12,124,000	17,442,579	5,318,579
EXPENSES				
Operating Expenses:				
Personnel Services	885,711	1,227,153	1,336,756	(109,603)
Operations and Maintenance	4,770,185	4,562,198	2,970,043	1,592,155
Capital Outlay	14,550,250	17,888,661	929,203	16,959,458
Debt Related Expenses:				
Principal Payments	2,100,000	154,970	774,913	(619,943)
Interest Expense	551,677	551,677	563,985	(12,308)
Total Expenses	22,857,823	24,384,658	6,574,900	17,809,758
OTHER FINANCING SOURCES				
Proceeds on Sale of Capital Assets	-	-	57,550	57,550
Total Other Financing Sources	-	-	57,550	57,550
CHANGES IN NET POSITION - BUDGET BASIS	$ (10,733,823)	$ (12,260,658)	10,925,229	$ 23,185,887
RECONCILIATION TO GAAP BASIS				
Principal Payments			774,913	
Change in Accrued Interest Payable			2,738	
Change in Compensated Absences Payable			32,433	
Developer Contributions			4,872,061	
Capital Outlay			929,203	
Depreciation and Amortization			(2,332,963)	
CHANGE IN NET POSITION - GAAP BASIS			15,203,614	
Net Position - Beginning of Year			109,829,770	
NET POSITION - END OF YEAR			$ 125,033,384	

TOWN OF ERIE, COLORADO
STORM DRAINAGE IMPACT FUND
SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024
(NON-GAAP BUDGETARY BASIS)

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Charges for Services	$ 1,937,000	$ 1,937,000	$ 2,012,442	$ 75,442
Capital Contributions and Fees	-	-	20,000	20,000
Intergovernmental	-	-	410,636	410,636
Investment Earnings	22,809	22,809	124,723	101,914
Total Revenues	1,959,809	1,959,809	2,567,801	607,992
EXPENSES				
Operating Expenditures:				
Personnel Services	742,528	1,098,421	740,239	358,182
Operations and Maintenance	788,714	634,297	630,305	3,992
Capital Outlay	2,527,160	6,770,965	2,161,168	4,609,797
Debt Related Expenses:				
Principal Payments	18,223	58,490	25,379	33,111
Interest Expense	-	-	2,937	(2,937)
Total Expenses	4,076,625	8,562,173	3,560,028	5,002,145
CHANGES IN NET POSITION - BUDGET BASIS	$ (2,116,816)	$ (6,602,364)	(992,227)	$ 5,610,137
RECONCILIATION TO GAAP BASIS				
Principal Payments			25,379	
Change in Accrued Interest Payable			216	
Developer Contributions			5,542,741	
Capital Outlay			2,161,168	
Depreciation and Amortization			(1,347,964)	
CHANGE IN NET POSITION - GAAP BASIS			5,389,313	
Net Position - Beginning of Year			57,960,515	
NET POSITION - END OF YEAR			$ 63,349,828	

TOWN OF ERIE, COLORADO
AIRPORT FUND
SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2024
(NON-GAAP BUDGETARY BASIS)

	Budgeted Amounts			Variance With Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
REVENUES				
Charges for Services	$ 5,000	$ 5,000	$ 5,812	$ 812
Intergovernmental	-	-	1,339,477	1,339,477
Investment Earnings	500	118,608	1,957	(116,651)
Miscellaneous	48,000	48,000	143,682	95,682
Total Revenues	53,500	171,608	1,490,928	1,319,320
EXPENSES				
Operating Expenses:				
Operations and Maintenance	42,352	497,154	378,842	118,312
Capital Outlay	2,527,160	6,770,965	1,405,301	5,365,664
Total Expenses	2,569,512	7,268,119	1,784,143	5,483,976
OTHER FINANCING SOURCES				
Transfers In	1,287,043	2,423,920	240,000	(2,183,920)
Total Other Financing Sources	1,287,043	2,423,920	240,000	(2,183,920)
CHANGES IN NET POSITION - BUDGET BASIS	$ (1,228,969)	$ (4,672,591)	(53,215)	$ 4,619,376
RECONCILIATION TO GAAP BASIS				
Capital Outlay			1,405,301	
Depreciation and Amortization			(262,435)	
CHANGE IN NET POSITION - GAAP BASIS			1,089,651	
Net Position - Beginning of Year			3,786,743	
NET POSITION - END OF YEAR			$ 4,876,394	

STATISTICAL SECTION

STATISTICAL SECTION INFORMATION

This part of the Town of Erie's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents **Page**

Financial Trends 108
These schedules contain trend information to help the reader understand how the Town's financial performance and well-being have changed over time.

Revenue Capacity 113
These schedules contain trend information to help the reader assess the Town's most significant local revenue sources, property, and sales taxes.

Debt Capacity 122
These schedules present information to help the reader assess the affordability of the Town's current levels of outstanding debt and the Town's ability to issue additional debt in the future.

Demographic and Economic Information 127
These schedules offer demographic and economic indicators to help the reader understand the environment within which the Town's financial activities take place.

Operating Information 129
These schedules contain service and infrastructure data to help the reader understand how the information in the Town's financial report relates to the services that the Town provides and the activities it performs.

TOWN OF ERIE, COLORADO
NET POSITION BY COMPONENT
LAST TEN YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2015 (1)	2016	2017	2018	2019	2020	2021	2022 (2)	2023 (3)	2024 (4)
Governmental Activities:										
Net Investment in Capital Assets	$ 83,754,661	$ 91,829,234	$ 104,366,825	$ 122,702,339	$ 144,757,342	$ 153,586,231	$ 164,363,793	$ 184,876,753	$ 232,640,304	$ 258,536,275
Restricted	21,372,046	20,657,054	26,561,257	32,617,869	32,768,998	46,605,118	61,250,141	71,344,789	77,620,942	113,087,918
Unrestricted	7,096,865	9,812,424	16,619,107	18,012,077	27,144,985	34,479,339	39,515,991	42,088,033	50,555,653	25,847,822
Total Governmental Activities Net Position	$ 112,223,572	$ 122,298,712	$ 147,547,189	$ 173,332,285	$ 204,671,325	$ 234,670,688	$ 265,129,925	$ 298,309,575	$ 360,816,899	$ 397,472,015
Business-Type Activities:										
Net Investment in Capital Assets	$ 138,280,725	$ 161,759,392	$ 190,333,252	$ 199,949,037	$ 223,256,751	$ 244,297,057	$ 277,608,597	$ 301,984,842	$ 347,534,533	$ 380,154,786
Restricted	1,982,998	1,183,031	786,000	824,000	856,000	878,650	794,198	1,069,630	1,432,725	931,064
Unrestricted	31,991,085	45,517,350	46,221,528	70,305,325	91,797,796	99,686,616	113,229,889	127,411,291	142,617,181	175,018,730
Total Business-Type Activities Net Position	$ 172,254,808	$ 208,459,773	$ 237,340,780	$ 271,078,362	$ 315,910,547	$ 344,862,323	$ 391,632,684	$ 430,465,763	$ 491,584,439	$ 556,104,580
Primary Government:										
Net Investment in Capital Assets	$ 222,035,386	$ 253,588,626	$ 294,700,077	$ 322,651,376	$ 368,014,093	$ 397,883,288	$ 441,972,390	$ 486,861,595	$ 580,174,837	$ 638,691,061
Restricted	23,355,044	21,840,085	27,347,257	33,441,869	33,624,998	47,483,768	62,044,339	72,414,419	79,053,667	114,018,982
Unrestricted	39,087,950	55,329,774	62,840,635	88,317,402	118,942,781	134,165,955	152,745,880	169,499,324	193,172,834	200,866,552
Total Primary Government Net Position	$ 284,478,380	$ 330,758,485	$ 384,887,969	$ 444,410,647	$ 520,581,872	$ 579,533,011	$ 656,762,609	$ 728,775,338	$ 852,401,338	$ 953,576,595

Source: Town of Erie Finance Department

(1) In 2015 the Town implemented GASB 68, which provides for the recognition of certain pension-related amounts. Prior year amounts were not restated.
(2) In 2022 the Town implemented GASB 87, which provides for the recognition of certain lease related amounts. Prior year amounts were not restated.
(3) In 2023 the Town implemented GASB 96, which provides for the recognition of certain subscription-based technology agreement amounts. Prior year amounts were not restated.
(4) In 2024 the Town implemented GASB 101, which provides for the recognition of certain compensated absence amounts. Prior year amounts were not restated.

TOWN OF ERIE, COLORADO
CHANGES IN NET POSITION
LAST TEN YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2015 (1)	2016	2017	2018	2019	2020	2021	2022 (2)	2023 (3)	2024 (4)
EXPENSES										
Governmental Activities:										
General Government	$ 6,364,236	$ 3,624,195	$ 4,601,379	$ 6,372,190	$ 10,886,195	$ 10,512,723	$ 8,351,209	$ 13,281,516	$ 16,465,989	$ 23,500,908
Public Safety	3,065,695	3,564,444	3,911,466	4,125,915	5,322,831	5,599,006	6,994,602	8,542,802	9,778,482	10,125,655
Public Works	4,611,400	5,129,083	5,566,858	5,912,042	7,054,349	3,362,722	8,088,311	11,180,655	12,769,086	17,007,807
Parks and Recreation	6,248,337	6,478,449	7,106,468	7,658,937	8,619,341	6,261,294	9,293,615	11,110,189	13,188,269	15,172,873
Interest on Long-Term Debt	720,371	657,411	604,011	547,591	491,020	346,189	422,809	558,517	563,325	585,760
Total Governmental Activities Expenses	21,010,039	19,453,582	21,790,182	24,616,675	32,373,736	26,081,934	33,150,546	44,673,679	52,765,151	66,393,003
Business-Type Activities:										
Water	10,865,948	9,605,720	9,263,291	10,127,032	10,552,481	12,299,401	11,826,645	12,643,055	13,181,879	15,261,761
Wastewater	10,553,917	4,886,037	5,001,576	5,405,865	5,789,508	6,044,230	5,372,301	5,927,439	7,190,086	7,170,155
Storm Drainage	664,028	932,686	809,794	1,075,170	1,235,057	2,111,400	1,506,412	1,675,517	1,932,205	2,721,229
Airport	337,969	307,283	668,087	289,865	313,934	358,135	323,670	312,615	287,505	641,277
Housing Authority	112,370	116,252	335,939	-	-	-	-	-	-	-
Total Business-Type Activities Expenses	22,534,232	15,847,978	16,078,687	16,897,932	17,890,980	20,813,166	19,029,028	20,558,626	22,591,675	25,794,422
Total Primary Government Expenses	43,544,271	35,301,560	37,868,869	41,514,607	50,264,716	46,895,100	52,179,574	65,232,305	75,356,826	92,187,425
PROGRAM REVENUES										
Governmental Activities:										
Charges for Services:										
General Government	1,607,509	1,952,378	2,169,570	3,561,877	2,683,426	2,235,795	3,227,872	6,633,468	8,138,575	9,804,258
Public Safety	219,581	299,055	268,853	275,835	364,421	251,347	240,420	176,163	141,988	155,566
Public Works	2,164,559	2,411,375	3,178,241	2,720,956	2,871,912	2,704,752	3,544,739	3,723,357	3,154,201	3,491,616
Parks and Recreation	2,013,213	2,018,464	2,089,718	2,199,954	2,263,602	1,547,175	1,852,950	2,485,001	3,033,505	3,468,117
Operating Grants and Contributions	1,127,940	1,198,439	1,249,172	1,489,061	1,642,223	2,789,977	2,040,396	3,710,369	7,637,059	7,372,835
Capital Grants and Contributions	4,455,967	9,605,770	22,013,219	16,667,704	27,251,399	15,376,327	20,550,338	21,251,804	40,977,210	23,300,403
Total Governmental Activities Program Revenues	11,588,769	17,485,481	30,968,773	26,915,387	37,076,983	24,905,373	31,456,715	37,980,162	63,082,538	47,592,795
Business-Type Activities:										
Charges for Services:										
Water	7,131,476	8,278,284	9,044,664	10,251,306	10,429,799	12,654,777	12,325,727	13,193,795	11,571,276	15,060,859
Wastewater	4,143,696	4,320,614	4,439,911	5,096,131	5,486,900	5,806,390	6,067,831	6,470,593	6,800,914	7,309,219
Storm Drainage	514,714	660,450	795,580	1,146,469	1,513,384	1,611,680	1,655,485	1,787,794	1,905,894	2,012,442
Other Activities	85,794	89,736	21,928	8,475	10,027	5,690	4,938	4,847	6,507	5,812
Operating Grants and Contributions	74,100	20,190	346,239	14,644	15,000	80,642	53,850	-	-	1,764,151
Capital Grants and Contributions	13,603,985	24,893,959	28,156,435	32,299,315	42,523,477	28,341,075	42,841,773	36,940,393	56,509,170	56,347,623
Total Business-Type Activities Program Revenues	25,553,765	38,263,233	42,804,757	48,816,340	59,978,587	48,500,254	62,949,604	58,397,422	76,793,761	82,500,106
Total Primary Government Program Revenues	37,142,534	55,748,714	73,773,530	75,731,727	97,055,570	73,405,627	94,406,319	96,377,584	139,876,299	130,092,901

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(4) In 2024 the Town implemented GASB 101, which provides for the recognition of certain compensated absence amounts. Prior year amounts were not restated.

TOWN OF ERIE, COLORADO
CHANGES IN NET POSITION (CONTINUED)
LAST TEN YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2015 (1)	2016	2017	2018	2019	2020	2021	2022 (2)	2023 (3)	2024 (4)
NET REVENUE (EXPENSE)										
Governmental Activities	$ (9,421,270)	$ (1,968,101)	$ 9,178,591	$ 2,298,712	$ 4,703,247	$ (1,176,561)	$ (1,693,831)	$ (6,693,517)	$ 10,317,387	$ (18,800,238)
Business-Type Activities	3,019,533	22,415,255	26,726,070	31,918,408	42,087,607	27,687,088	43,920,576	37,838,796	54,202,086	56,705,684
Total Primary Government Net Revenue (Expense)	(6,401,737)	20,447,154	35,904,661	34,217,120	46,790,854	26,510,527	42,226,745	31,145,279	64,519,473	37,905,446
GENERAL REVENUES AND OTHER CHANGES IN NET POSITION										
Governmental Activities:										
Taxes	12,075,737	14,336,443	18,033,869	21,047,896	23,751,202	28,270,838	33,628,011	36,721,257	41,109,718	47,203,515
Intergovernmental - Unrestricted	249,784	91,578	78,323	128,227	291,898	-	-	-	-	-
Investment Earnings	127,840	201,007	376,733	925,222	1,411,789	817,090	(47,759)	841,978	6,196,019	6,528,494
Other Miscellaneous	379,013	403,763	258,643	1,293,000	1,180,904	2,087,996	1,359,217	2,415,198	5,136,540	1,963,345
Transfers In/Out	(9,349)	(33,719)	(3,207,559)	-	-	-	(2,786,401)	(12,037)	(252,340)	(240,000)
Total Governmental Activities	12,823,025	14,999,072	15,540,009	23,394,345	26,635,793	31,175,924	32,153,068	39,966,396	52,189,937	55,455,354
Business-Type Activities:										
Investment Earnings	127,247	252,507	477,847	1,131,438	2,080,168	1,201,192	(70,430)	851,660	6,543,125	7,292,868
Other Miscellaneous	65,952	121,267	176,374	132,472	664,410	63,496	133,814	139,358	121,125	281,589
Transfers In/Out	9,349	33,719	3,207,559	-	-	-	2,786,401	12,037	252,340	240,000
Total Business-Type Activities	202,548	407,493	3,861,780	1,263,910	2,744,578	1,264,688	2,849,785	1,003,055	6,916,590	7,814,457
Total Primary Government General Revenue and Other Changes in Net Position	13,025,573	15,406,565	19,401,789	24,658,255	29,380,371	32,440,612	35,002,853	40,969,451	59,106,527	63,269,811
CHANGES IN NET POSITION										
Governmental Activities	3,401,755	13,030,971	24,718,600	25,693,057	31,339,040	29,999,363	30,459,237	33,272,878	62,507,324	36,655,116
Business-Type Activities	3,222,081	22,822,748	30,587,850	33,182,318	44,832,185	28,951,776	46,770,361	38,841,851	61,118,676	64,520,141
Total Primary Government Changes in Net Position	$ 6,623,836	$ 35,853,719	$ 55,306,450	$ 58,875,375	$ 76,171,225	$ 58,951,139	$ 77,229,598	$ 72,114,729	$ 123,626,000	$ 101,175,257

Source: Town of Erie Finance Department

(1) In 2015 the Town implemented GASB 68, which provides for the recognition of certain pension-related amounts. Prior year amounts were not restated.
(2) In 2022 the Town implemented GASB 87, which provides for the recognition of certain lease related amounts. Prior year amounts were not restated.
(3) In 2023 the Town implemented GASB 96, which provides for the recognition of certain subscription-based technology agreement amounts. Prior year amounts were not restated.
(4) In 2024 the Town implemented GASB 101, which provides for the recognition of certain compensated absence amounts. Prior year amounts were not restated.

TOWN OF ERIE, COLORADO
FUND BALANCES – GOVERNMENTAL FUNDS
LAST TEN YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General Fund:										
Nonspendable	$ 5,202,240	$ 5,563,854	$ 5,654,209	$ 5,978,897	$ 3,947,450	$ 3,953,617	$ 1,546,198	$ 1,940,270	$ 854,514	$ 1,440,965
Restricted/Reserved	4,789,674	4,894,278	4,854,795	4,015,815	4,090,611	3,854,025	3,387,859	4,304,120	4,788,480	4,976,717
Assigned	41,842	250,058	230,835	253,913	1,428,579	919,618	2,587,676	3,491,184	4,575,086	3,330,708
Unassigned/Unreserved	6,875,429	9,824,378	16,020,667	17,436,060	20,670,166	29,013,058	40,190,862	39,019,318	42,780,035	20,445,801
Total General Fund	$ 16,909,185	$ 20,532,568	$ 26,760,506	$ 27,684,685	$ 30,136,806	$ 37,740,318	$ 47,712,595	$ 48,754,892	$ 52,998,115	$ 30,194,191
All Other Governmental Funds:										
Restricted/Reserved	$ 16,582,372	$ 15,199,524	$ 21,172,707	$ 28,110,032	$ 28,678,387	$ 42,539,370	$ 57,029,714	$ 68,435,343	$ 76,275,573	$ 109,443,750
Committed	130,154	141,528	172,047	204,434	236,823	259,622	277,235	309,838	386,949	449,878
Unassigned/Unreserved	(5,012,977)	(5,382,532)	(5,656,411)	(6,009,697)	(4,255,864)	(574,264)	(1,523,852)	(2,403,788)	(824,414)	(2,723,486)
Total All Other Governmental Funds	$ 11,699,549	$ 9,958,520	$ 15,688,343	$ 22,304,769	$ 24,659,346	$ 42,224,728	$ 55,783,097	$ 66,341,393	$ 75,838,108	$ 107,170,142

Source: Town of Erie Finance Department

TOWN OF ERIE, COLORADO
CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
REVENUES										
Taxes	$ 12,075,737	$ 14,336,443	$ 18,033,869	$ 21,047,896	$ 23,751,202	$ 28,270,838	$ 33,628,011	$ 36,721,257	$ 41,109,718	$ 47,203,515
Intergovernmental	1,647,060	1,540,723	1,542,503	1,639,812	1,934,122	2,809,865	2,567,529	4,601,995	8,665,433	6,015,243
Licenses and Permits	1,855,274	2,209,044	2,837,483	3,699,178	2,849,759	2,674,326	4,211,015	3,618,380	3,752,246	5,166,712
Charges for Services	3,930,007	4,173,172	4,600,046	4,783,608	4,969,182	3,270,758	4,437,492	9,223,446	10,574,035	11,597,215
Fines and Forfeitures	219,581	299,055	268,853	275,835	364,421	251,347	240,420	176,163	141,988	155,566
Capital Contributions and Fees	4,331,583	4,432,454	8,943,896	9,377,666	9,852,885	17,070,945	16,795,257	13,737,708	13,366,770	13,571,478
Investment Earnings	127,840	201,007	376,732	925,222	1,411,789	817,090	(46,726)	841,978	6,196,019	6,528,494
Miscellaneous	315,850	303,042	555,948	769,663	577,803	907,633	1,048,686	1,140,303	1,311,384	1,662,083
Total Revenues	24,502,932	27,494,940	37,159,330	42,518,880	45,711,163	56,072,802	62,881,684	70,061,230	85,117,593	91,900,306
EXPENDITURES										
General Government	6,161,828	3,380,139	4,632,833	6,007,314	6,917,391	7,427,255	7,662,750	12,628,081	16,003,466	21,830,439
Public Safety	2,977,558	3,244,415	3,482,081	4,041,846	5,029,328	5,599,006	6,508,152	8,031,047	9,166,237	9,812,755
Public Works	2,793,781	2,980,586	2,991,570	3,028,797	3,429,778	3,234,109	4,309,441	7,196,959	8,328,128	11,779,739
Parks and Recreation	4,550,832	4,851,857	5,152,725	5,385,752	6,151,623	6,136,766	7,268,714	9,001,320	10,522,693	11,993,090
Capital Outlay	9,255,862	9,299,339	4,504,128	15,251,967	17,267,957	8,122,463	13,793,968	20,061,521	27,894,465	26,414,638
Debt Service:										
Principal	1,177,108	1,225,393	1,281,999	1,302,230	964,080	1,000,000	1,025,000	1,090,442	1,243,646	1,674,658
Interest	748,037	697,864	645,055	588,833	531,867	494,563	489,216	591,863	549,883	511,016
Bond Issuance Costs	-	-	-	-	-	-	158,470	1,025	-	-
Total Expenditures	27,665,006	25,679,593	22,690,391	35,606,739	40,292,024	32,014,162	41,215,711	58,602,258	73,708,518	84,016,335
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,162,074)	1,815,347	14,468,939	6,912,141	5,419,139	24,058,640	21,665,973	11,458,972	11,409,075	7,883,971
OTHER FINANCING SOURCES (USES)										
Transfers In	2,390,626	657,893	328,700	350,064	3,015,000	-	1,263,303	462,919	2,038,284	27,000,000
Transfers Out	(2,399,975)	(691,612)	(3,536,259)	(350,064)	(4,265,000)	-	(4,383,063)	(1,174,956)	(3,757,405)	(27,240,000)
Leases and SBITAs	-	-	-	-	34,462	-	4,018,000	88,811	332,028	723,533
Proceeds from Sale of Capital Assets	42,014	28,305	105,000	352,091	49,404	1,089,359	1,083,872	516,903	120,843	96,889
Insurance Recoveries	21,146	72,421	33,333	139,187	77,193	20,895	12,918	117,587	3,597,113	63,717
Proceeds from Litigation Settlements	-	-	-	45,147	476,500	-	-	-	-	-
Total Other Financing Sources (Uses)	53,811	67,007	(3,069,226)	536,425	(612,441)	1,110,254	1,995,030	11,264	2,330,863	644,139
NET CHANGES IN FUND BALANCES	$ (3,108,263)	$ 1,882,354	$ 11,399,713	$ 7,448,566	$ 4,806,698	$ 25,168,894	$ 23,661,003	$ 11,470,236	$ 13,739,938	$ 8,528,110
Debt Service as a Percentage of Noncapital Expenditures	10.46%	11.74%	10.60%	9.29%	6.50%	6.26%	5.52%	4.37%	3.91%	3.79%

Source: Town of Erie Finance Department

TOWN OF ERIE, COLORADO
TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS

Year		Property Tax	Sales Tax	Use Tax	Franchise Fees	Specific Ownership Tax	Total
2015	[1]	$ 4,316,592	$ 4,457,099	$ 2,305,363	$ 717,589	$ 279,094	$ 12,075,737
2016		5,019,474	5,501,497	2,799,247	749,480	266,745	14,336,443
2017		5,403,174	8,577,175	2,912,918	815,245	325,357	18,033,869
2018		6,337,412	10,014,132	3,475,026	861,850	359,476	21,047,896
2019		7,318,677	11,316,593	3,804,826	929,733	381,373	23,751,202
2020		11,005,008	14,325,821	2,809,036	954,990	359,543	29,454,398
2021		9,649,826	17,397,657	5,155,049	1,047,336	378,143	33,628,011
2022		10,199,933	19,983,396	4,898,980	1,218,424	420,524	36,721,257
2023		9,387,986	21,647,034	7,185,724	1,246,032	368,576	39,835,352
2024		12,790,072	24,604,400	8,128,191	1,286,116	394,736	47,203,515

Source: Town of Erie Finance Department

[1] In April 2014, voters approved a mill levy increase to construct the Public Safety Building This change, which went into effect in 2015, added 0.878 mills to the Town's levy. For 2023 the levy was .412 mills.

TOWN OF ERIE, COLORADO
ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

	Boulder County						
Year[1]	Residential Property	Commercial Property	Vacant Land	Other	Less: Tax Exempt Real Property	Total Taxable Assessed Value	Total Taxable Actual Value
2015	$ 77,114,109	$ 7,766,827	$ 6,742,267	$ 15,712,692	$ 5,103,216	$ 102,232,679	$ 1,041,775,470
2016	97,235,515	9,220,302	13,490,705	13,883,022	5,097,508	128,732,036	1,321,949,675
2017	104,059,150	9,165,292	11,683,177	11,435,241	5,323,021	131,019,839	1,398,000,738
2018	115,094,833	10,156,615	18,400,076	12,400,193	5,531,996	150,519,721	1,718,471,789
2019	124,435,480	10,233,474	21,345,831	17,825,107	9,991,034	163,848,858	1,859,592,069
2020	145,487,054	10,500,582	13,000,560	19,485,057	11,301,389	177,171,864	2,142,183,152
2021	157,894,830	10,191,927	8,464,834	20,037,054	11,557,060	185,031,585	2,301,244,980
2022	181,259,054	10,171,822	14,725,589	20,251,761	11,566,772	214,841,454	2,650,578,208
2023	190,940,874	11,808,344	22,145,999	20,671,346	12,217,221	233,349,342	2,892,816,968
2024	255,613,855	19,526,482	22,642,744	11,029,598	52,914,438	308,812,679	4,278,502,986

	Weld County						
Year[1]	Residential Property	Commercial Property	Vacant Land	Other	Less: Tax Exempt Real Property	Total Taxable Assessed Value	Total Taxable Actual Value
2015	$ 93,755,970	$ 18,416,740	$ 4,236,270	$ 45,016,450	$ 18,783,500	$ 142,641,930	$ 1,299,657,997
2016	111,653,120	19,459,280	4,527,990	47,749,940	22,414,960	160,975,370	1,532,172,186
2017	114,999,210	20,798,020	4,142,940	36,049,340	22,921,780	153,067,730	1,564,789,993
2018	130,164,270	29,902,290	5,512,400	38,221,720	23,990,010	179,810,670	1,969,952,922
2019	134,773,700	32,511,630	7,941,930	80,171,320	27,254,860	228,143,720	2,096,626,349
2020	155,698,557	46,363,400	11,315,580	171,617,860	35,369,280	349,626,117	2,566,839,330
2021	168,252,811	48,656,690	7,215,250	143,087,350	38,982,460	328,229,641	2,704,195,863
2022	194,905,510	58,200,590	9,291,910	91,067,690	42,343,670	311,122,030	3,058,539,448
2023	229,754,570	61,034,770	10,397,610	115,463,193	45,625,733	371,024,410	3,237,859,553
2024	291,795,300	76,574,030	16,599,460	74,256,900	56,597,650	459,225,690	4,821,462,645

	Boulder County and Weld County			
Year[1]	Grand Total Assessed Taxable Value	Grand Total Actual Taxable Value	Assessed Value as a Percentage of Actual Value	Total Direct Tax Rate
2015	$ 244,874,609	$ 2,341,433,467	10.46 %	17.364
2016	289,707,406	2,854,121,861	10.15	16.419
2017	284,087,569	2,962,790,731	9.59	16.548
2018	330,330,391	3,688,424,711	8.96	15.800
2019	391,992,578	3,956,218,418	9.91	15.090
2020	526,797,981	4,709,022,482	11.19	14.122
2021	513,261,226	5,005,440,843	10.25	14.187
2022	525,963,484	5,709,117,656	9.21	14.137
2023	604,373,752	6,130,676,521	9.86	13.909
2024	768,038,369	9,099,965,631	8.44	13.381

Sources: Boulder County Assessor's Office
Weld County Assessor's Office

[1] Taxes for the year assessed are collected in the following year. For example: Taxes assessed for 2023 will be collected in the 2024 calendar year.

TOWN OF ERIE, COLORADO
PRINCIPAL PROPERTY TAXPAYERS – BOULDER COUNTY
CURRENT YEAR AND NINE YEARS AGO

	2024			2015		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
EQR-Nine Mile LLC	$ 6,565,648	1	2.21 %	$ -	-	- %
Public Service CO of Colorado (Xcel)	6,004,342	2	2.02	3,455,376	1	2.68
Century Land Holdings LLC	3,958,162	3	1.33	-	-	-
Richmond American Homes of Colorado Inc	3,343,791	4	1.13	-	-	-
Lowes Home Centers LLC	3,136,518	5	1.06	-	-	-
Arapahoe Ridge Property LLC	3,038,310	6	1.02	-	-	-
JMJC Eleven LLC	2,591,910	7	0.87	2,092,732	5	1.63
Dillon Companies Inc	2,022,108	8	0.68	-	-	-
Evergreen-287 and Aparhoe LLC	1,948,516	9	0.66	-	-	-
MDC Coast 19 LLC	1,300,894	10	0.44	-	-	-
Encana Oil & Gas (USA) Inc.	-	-	-	2,882,094	2	2.24
Meritage Homes of Colorado Inc.	-	-	-	2,869,440	3	2.23
Arapahoe Ridge Retail Center LLC	-	-	-	2,721,464	4	2.11
Bayou Development Corp.	-	-	-	1,783,159	6	1.39
Lennar Colorado LLC	-	-	-	1,621,496	7	1.26
Melody Homes Inc.	-	-	-	1,206,008	8	0.94
Standard Pacific of Colorado Inc.	-	-	-	1,189,928	9	0.92
Ochsner Legacy Trust	-	-	-	1,100,490	10	0.85
Total	$ 33,910,199		11.42 %	$ 20,922,187		16.25 %

Source: Boulder County Assessor's Office

TOWN OF ERIE, COLORADO
PRINCIPAL PROPERTY TAXPAYERS – WELD COUNTY
CURRENT YEAR AND NINE YEARS AGO

	2024			2015		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Crestone Peak Resources LLC	$26,843,040	1	6.49 %	$ -	-	- %
Dillon Companies Inc	5,379,920	2	1.30	-	-	-
TRG Colliers Hill CO LLC	4,824,890	3	1.17	-	-	-
Kerr McGee Gathering LLC	4,795,870	4	1.16	3,188,040	3	1.94
Public Service CO of Colorado (Xcel)	4,324,420	5	1.04	1,466,390	6	0.89
Park Homes LLC	3,961,080	6	0.96	-	-	-
United Power Inc	2,575,840	7	0.62	-	-	-
Erie Storage Limited Liability Company	2,425,130	8	0.59	-	-	-
NSA Property Holdings LLC	2,198,520	9	0.53	-	-	-
Front Range Landfill 5305	1,718,410	10	0.42	-	-	-
Encana Oil & Gas (USA) Inc	-	-	-	9,304,010	1	5.66
Kerr-McGee Oil & Gas Onshore LP	-	-	-	6,054,110	2	3.68
Synergy Resources Corporation	-	-	-	1,640,590	4	1.00
Waste Connections Inc	-	-	-	1,560,510	5	0.95
Colorado National Golf Club LLC	-	-	-	1,064,660	7	0.65
Erie Commons Commercial Partners LLC	-	-	-	1,062,990	8	0.65
Noble Energy Inc.	-	-	-	805,430	9	0.49
Family Investments LLC	-	-	-	689,450	10	0.42
Total	$ 59,047,120		14.28 %	$ 26,836,180		16.33 %

Source: Weld County Assessor's Office

TOWN OF ERIE, COLORADO
PROPERTY TAX LEVY FROM DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN YEARS

	Boulder County												
	Town of Erie												
Year	General Operating	General Obligation Bonds	Trails and Natural Areas	Total Direct	Boulder County	St. Vrain Valley School District	Boulder Valley School District	Mountain View Fire Protection District	Northern Colorado Water Conservation District	Urban Drainage and Flood District	High Plains Library	Metro Districts [2]	*(Range)* Total
Rates (In Mills) [1]													
2015	7.288	6.076	4.000	17.364	24.794	53.673	47.569	11.747	1.000	0.632	3.267	50.000	106.373 - 162.477
2016	7.288	5.131	4.000	16.419	22.624	53.887	45.814	11.747	1.000	0.553	3.308	50.000	101.465 - 159.538
2017	7.288	5.260	4.000	16.548	24.064	56.945	48.961	11.747	1.000	0.559	3.271	50.000	106.150 - 164.134
2018	7.288	4.512	4.000	15.800	22.726	56.394	47.780	11.747	1.000	0.500	3.256	5.000 - 55.277	102.809 - 166.700
2019	7.288	3.802	4.000	15.090	24.026	56.385	48.967	16.247	1.000	0.726	3.252	0.000 - 55.277	109.308 - 172.003
2020	7.288	2.834	4.000	14.122	23.473	57.559	48.359	16.247	1.000	0.900	3.217	0.000 - 55.666	107.318 - 172.184
2021	7.288	2.899	4.000	14.187	24.771	56.542	48.393	16.247	1.000	0.900	3.181	0.000 - 55.664	108.679 - 172.492
2022	7.288	2.849	4.000	14.137	24.250	57.358	47.944	16.247	1.000	0.900	3.197	0.000 - 55.664	107.675 - 172.753
2023	7.288	2.621	4.000	13.909	21.287	57.238	48.024	16.247	1.000	0.900	3.196	0.000 - 67.562	104.563 - 113.777
2024	7.288	2.093	4.000	13.381	22.661	57.168	48.175	16.247	1.000	0.900	3.179	10.000 - 59.212	105.543 - 173.748

	Weld County										
	Town of Erie										
Year	General Operating	General Obligation Bonds	Trails and Natural Areas	Total Direct	Weld County	St. Vrain Valley School District	Mountain View Fire Protection District	Northern Colorado Water Conservation District	High Plains Library	Metro Districts [3]	*(Range)* Total
Rates (In Mills) [1]											
2015	7.288	6.076	4.000	17.364	16.804	53.673	11.747	1.000	3.267	10.000 - 70.000	103.855 - 173.855
2016	7.288	5.131	4.000	16.419	15.800	53.887	11.747	1.000	3.308	10.000 - 70.000	102.161 - 172.161
2017	7.288	5.260	4.000	16.548	15.800	56.945	11.747	1.000	3.271	10.000 - 70.000	105.311 - 175.311
2018	7.288	4.512	4.000	15.800	15.800	56.394	11.747	1.000	3.256	15.000 - 77.388	103.997 - 181.385
2019	7.288	3.802	4.000	15.090	15.038	56.385	16.247	1.000	3.252	15.000 - 77.928	107.012 - 184.940
2020	7.288	2.834	4.000	14.122	15.038	57.559	16.247	1.000	3.217	15.000 - 77.928	107.183 - 185.111
2021	7.288	2.899	4.000	14.187	15.038	57.559	16.247	1.000	3.217	15.000 - 77.928	107.248 - 185.176
2022	7.288	2.849	4.000	14.137	15.038	57.358	16.247	1.000	3.197	15.000 - 77.928	106.977 - 184.905
2023	7.288	2.621	4.000	13.909	12.024	58.385	16.247	1.000	3.196	10.350 - 89.994	104.761 - 211.758
2024	7.288	2.093	4.000	13.381	15.956	57.168	16.247	1.000	3.179	10.350 - 89.994	106.931 - 196.925

Sources: Boulder County Assessor's Office
Weld County Assessor's Office

[1] One mill generates $1 of property tax revenue per $1,000 of assessed valuation. Taxes for the year assessed are collected in the following year. For example: Taxes assessed for 2022 will be collected in 2023 calendar year.

[2] Includes the following metro districts: Erie Farm, Flatiron Meadows, Four Corners, and Rex Ranch.

[3] Includes the following metro districts: 232 Metro, Colliers Hill #'s 1-3; Erie Commons #'s 1-3; Erie Corporate Center #'s 1-3; Erie Highlands #'s 1-5, Morgan Hill #'s 1-3; redtail Ranch; Summerfield #'s 1-3; Sunset Parks and Vista Ridge.

TOWN OF ERIE, COLORADO
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN YEARS

Collection Year		Total Tax Levy [1][2]	Total Tax Collections [2]	Collections as a Percent of Tax Levy
2015	[3]	$ 4,252,002	$ 4,254,354	100.06 %
2016		4,756,706	4,757,945	100.03
2017		4,701,081	4,669,385	99.33
2018		5,219,221	5,220,932	100.03
2019		5,915,166	5,802,149	98.09
2020		7,439,440	7,408,094	99.58
2021		7,281,636	7,320,025	100.53
2022		7,435,546	7,716,705	103.78
2023		7,904,405	7,819,002	98.92
2024		9,529,527	9,854,217	103.41

Sources: Boulder County Assessor's Office
Weld County Assessor's Office

[1] Taxes for the year assessed are collected in the following year. For example: Taxes assessed for 2023 will be collected in the 2024 calendar year.

[2] Excludes property taxes received by the Town of Erie Urban Renewal Authority.

[3] In April 2014, voters approved a mill levy increase to construct the Public Safety Building. It went into effect in 2015, when the levy was 0.878 mills. In 2023 the levy was 0.412 mills.

TOWN OF ERIE, COLORADO
SALES AND USE TAX REVENUE BY TYPE
LAST TEN YEARS

Year	General	Vehicle	Use Tax [1]	Total Sales and Use Tax	Total Direct Tax Rate
2015	$ 2,577,761	$ 1,879,338	$ 2,305,363	$ 6,762,462	3.50
2016	3,477,116	2,024,381	2,799,247	8,300,744	3.50
2017	6,227,906	2,349,269	2,912,918	11,490,093	3.50
2018	7,557,622	2,456,510	3,475,026	13,489,158	3.50
2019	8,631,808	2,684,785	3,804,826	15,121,419	3.50
2020	11,387,041	2,938,780	2,809,036	17,134,857	3.50
2021	13,901,108	3,496,549	5,155,049	22,552,706	3.50
2022	16,080,986	3,902,410	4,898,980	24,882,376	3.50
2023	17,163,799	4,483,235	7,185,724	28,832,758	3.50
2024	19,043,534	4,290,838	8,128,190	31,462,562	3.50

Sources: Boulder County Treasurer's Office
Weld County Treasurer's Office
Colorado Department of Revenue
Town of Erie Finance Department

[1] Primarily represents taxes assessed on building materials associated with construction activity.

TOWN OF ERIE, COLORADO
SALES TAX RATES FROM DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN YEARS

	Boulder County					
Year	Town of Erie	State of Colorado	Regional Transportation Authority	Scientific and Cultural Facilities District	Boulder County	Total
2015	3.500	2.900	1.000	0.100	0.800	8.300
2016	3.500	2.900	1.000	0.100	0.985	8.485
2017	3.500	2.900	1.000	0.100	0.985	8.485
2018	3.500	2.900	1.000	0.100	0.985	8.485
2019	3.500	2.900	1.000	0.100	0.985	8.485
2020	3.500	2.900	1.000	0.100	0.985	8.485
2021	3.500	2.900	1.000	0.100	0.985	8.485
2022	3.500	2.900	1.000	0.100	0.985	8.485
2023	3.500	2.900	1.000	0.100	1.185	8.685
2024	3.500	2.900	1.000	0.100	1.185	8.685

	Weld County			
Year	Town of Erie	State of Colorado	Regional Transportation Authority	Total
2015	3.500	2.900	1.000	7.400
2016	3.500	2.900	1.000	7.400
2017	3.500	2.900	1.000	7.400
2018	3.500	2.900	1.000	7.400
2019	3.500	2.900	1.000	7.400
2020	3.500	2.900	1.000	7.400
2021	3.500	2.900	1.000	7.400
2022	3.500	2.900	1.000	7.400
2023	3.500	2.900	1.000	7.400
2024	3.500	2.900	1.000	7.400

Sources: Town of Erie Finance Office
Colorado Department of Revenue

TOWN OF ERIE, COLORADO
PRINCIPAL SALES TAXPAYERS
LAST TEN YEARS

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Aggregate Top 10 Filers [1]	$ 1,217,909	$ 1,547,514	$ 4,202,529	$ 5,193,369	$ 4,472,727	$ 6,143,362	$ 6,241,787	$ 7,249,445	$ 8,295,140	$ 9,605,380
Aggregate All Other Filers	1,359,852	1,929,602	2,025,377	2,364,253	4,159,081	5,204,528	7,596,956	8,379,093	8,868,659	9,438,154
Total Sales Tax [2]	$ 2,577,761	$ 3,477,116	$ 6,227,906	$ 7,557,622	$ 8,631,808	$ 11,347,890	$ 13,838,743	$ 15,628,538	$ 17,163,799	$ 19,043,534
Top 10 Filers as a Percentage of Total Tax	47.2%	44.5%	67.5%	68.7%	51.8%	52.0%	45.1%	46.4%	48.3%	50.4%

Source: Colorado Department of Revenue

[1] Colorado State Statutes prohibit disclosure of individual sales and use tax returns, therefore the identities of the vendors cannot be divulged under penalty of law.

[2] Excludes sales tax arising from sales of vehicles.

TOWN OF ERIE, COLORADO
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Fiscal Year	Governmental Activities				Business-Type Activities				Total Primary Government	Percentage of Personal Income
	General Obligation Bonds	Leases	SBITAs	URA Revenue Bonds	Revenue Bonds/Loans [1]	Certificates of Participation	Leases	Mortgages and Other Loans Payable		
2015	$ 20,010,049	$ 138,363	$ -	$ -	$ 51,331,253	$ 25,768,158	$ -	$ 735,843	$ 97,983,666	7.20 %
2016	18,707,714	82,969	-	-	49,398,754	25,088,650	-	665,499	93,943,586	6.46
2017	17,350,378	22,229	-	-	46,784,562	24,394,142	-	-	88,551,311	5.27
2018	15,938,459	-	-	-	44,104,764	23,689,627	-	-	83,732,850	4.40
2019	14,852,799	30,382	-	-	41,378,868	22,965,126	28,514	-	79,255,689	3.74
2020	13,745,525	73,586	-	-	38,571,880	22,225,618	82,118	-	74,698,727	5.55
2021	12,613,251	512,674	-	4,018,984	35,698,765	21,471,110	179,724	-	74,494,508	3.77
2022	11,435,976	1,567,857	-	4,025,308	32,729,499	20,701,602	457,942	-	70,918,184	2.52
2023	10,218,703	1,908,566	256,771	4,031,632	30,244,495	19,902,093	365,365	-	66,914,165	1.84
2024	8,956,429	1,987,614	578,533	3,872,956	27,978,052	19,072,585	619,930	-	63,053,708	1.57

Sources: Bureau of Economic Analysis
U.S. Census Bureau
Town of Erie Finance Department
Town of Erie Economic Development

[1] Includes revenue bonds and loans from the Colorado Water Resources and Power Development Authority.

TOWN OF ERIE, COLORADO
RATIO OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN YEARS

Year	Population	Estimated Actual Taxable Value	General Bonded Debt [1]	General Bonded Debt to Actual Taxable Valuation	General Bonded Debt Per Capita
2015	21,200	$ 2,341,433,467	$ 20,010,049	0.85	$ 944
2016	22,400	2,854,121,861	18,707,714	0.66	835
2017	24,000	2,962,790,731	17,350,378	0.59	723
2018	25,900	3,688,424,711	15,938,459	0.43	615
2019	27,700	3,956,218,418	14,852,799	0.38	536
2020	29,200	4,709,022,482	13,745,525	0.29	471
2021	30,038	5,005,440,843	12,613,251	0.25	420
2022	31,420	5,709,117,656	11,435,976	0.20	364
2023	36,835	6,130,676,521	10,218,703	0.17	277
2024	40,183	9,099,965,631	8,956,430	0.10	223

Sources: U.S. Census Bureau
Town of Erie Community Development Department
Boulder County Assessor's Office
Weld County Assessor's Office

[1] General obligation bond debt equal to gross general obligation bond debt less obligations associated with proprietary funds. In this table the gross general obligation debt is equal to net general obligation bond debt.

TOWN OF ERIE, COLORADO
DIRECT AND OVERLAPPING GENERAL BONDED DEBT
YEAR ENDED DECEMBER 31, 2024

	Outstanding General Bonded Debt	Percentage Applicable to the Town[2]	Share of Debt Applicable to the Town
Direct Debt:			
Town of Erie (Including Erie Urban Renewal Authority)	$ 15,730,281	100 %	$ 15,730,281
Overlapping Debt[1]:			
Boulder Valley School District	966,693,424	7	68,433,151
St. Vrain Valley School District	331,845,798	11	36,948,179
Northern Colorado Water Conservation District	101,750,890	2	2,165,618
Mountain View Fire District	3,555,000	43	1,539,123
Brennen Metro District	2,936,816	100	2,936,816
Colliers Hill Metro Districts 1-3	86,045,000	100	86,045,000
Erie Commons Metro Districts 1-3	35,086,854	100	35,086,854
North Station Metro Districts 1-3	3,000,000	100	3,000,000
Erie Farm Metro District	14,955,510	100	14,955,510
Erie Highlands Metro Districts 1-5	30,182,709	100	30,182,709
Flatiron Meadows Metro District	23,085,542	100	23,085,542
Jay Grove Metro District	8,470,000	100	8,470,000
Lost Creek Farm Metro District	1,762,000	100	1,762,000
Morgan Hill Metro Districts 1-3	30,407,754	100	30,407,754
Nine Mile Metro District	17,775,000	100	17,775,000
Rex Ranch Metro District	4,230,000	100	4,230,000
Spring Hill Metro Districts 1-4	25,236,841	100	25,236,841
Vista Ridge Metro District	32,334,799	100	32,334,799
Westerly Metro Districts 1-4	48,516,132	100	48,516,132
Total Overlapping Debt	1,767,870,069		473,111,028
Total Direct and Overlapping General Bonded Debt	$ 1,783,600,350		$ 488,841,309

Source: Annual Financial Report of each government entity

[1] The following governments had no outstanding general bonded debt:
High Plains Library District, Boulder Valley Conservation District, Longmont Conservation District, Left Hand Water & Sanitation District, 232 Metro District, Four Corners Metro District, Parkdale Metro Districts 1-3, Redtail Ranch Metro District, Shores on Plum Creek Metro Districts 1-10, Summerfield Metro Districts 1-3, Sunset Parks Metro District.

[2] Town assessed valuation as a percentage of the total assessed valuation of the overlapping government. The amounts shown do not represent obligations of the Town of Erie.

TOWN OF ERIE, COLORADO
LEGAL DEBT MARGIN INFORMATION
LAST TEN YEARS

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Debt Limit	$ 73,170,157	$ 89,743,263	$ 94,865,701	$ 118,914,195	$ 130,019,324	$ 155,482,394	$ 150,163,225	$ 171,273,530	$ 183,920,296	$ 183,920,296
Less: Net Debt Applicable to Limit	18,635,000	17,465,000	16,240,000	14,960,000	14,000,000	13,000,000	12,613,251	11,435,976	9,795,000	9,795,000
Legal Debt Margin	$ 54,535,157	$ 72,278,263	$ 78,625,701	$ 103,954,195	$ 116,019,324	$ 142,482,394	$ 137,549,974	$ 159,837,554	$ 174,125,296	$ 174,125,296
Total Net Debt Applicable to the Limit as a Percentage of Debt Limit	25.47%	19.46%	17.12%	12.58%	10.77%	8.36%	8.40%	6.68%	5.56%	3.28%

Legal Debt Margin Calculation for Fiscal Year 2022:	
Actual Valuation:	
Boulder County	$ 4,278,502,986
Weld County	4,821,462,645
Total Actual Valuation	$ 9,099,965,631
Legal Debt Margin:	
Debt Limitation:	
3% of Total Assessed Valuation	$ 272,998,969
Debt Applicable to Limitation:	
Outstanding Balance of General Obligation Bonds	8,956,430
Legal Debt Margin	$ 264,042,539

Source: Town of Erie Finance Department

TOWN OF ERIE, COLORADO
PLEDGED-REVENUE COVERAGE
WATER REVENUE BONDS
LAST TEN FISCAL YEARS

Year	Gross Revenues[1]	Operating Expenses[2]	Net Revenue Available for Debt Service	Debt Service Requirements			
				Principal	Interest	Total	Coverage
2015	$ 18,267,808	$ 3,755,288	$ 14,512,520	$ 1,560,000	$ 1,272,904	$ 2,832,904	5.12
2016	22,824,241	4,769,246	18,054,995	1,625,000	1,122,156	2,747,156	6.57
2017	25,075,166	4,211,555	20,863,611	1,835,000	945,089	2,780,089	7.50
2018	31,495,779	4,822,378	26,673,401	1,785,000	914,506	2,699,506	9.88
2019	32,762,346	5,052,305	27,710,041	1,820,000	866,968	2,686,968	10.31
2020	33,480,209	5,765,605	27,714,604	1,880,000	808,981	2,688,981	10.31
2021	33,276,222	8,463,362	24,812,860	1,935,000	752,178	2,687,178	7.21
2022	33,276,222	8,463,362	24,812,860	2,015,000	678,979	2,693,979	9.21
2023	46,665,358	8,987,079	37,678,279	2,260,000	1,443,392	3,703,392	10.17
2024	57,820,407	12,167,639	45,652,768	2,231,670	1,353,823	3,585,493	12.73

Source: Town of Erie Finance Department

[1] Gross revenues consist of water sales, capital contributions (tap fees), investment income, and other income.
[2] Includes all expenses properly allocable to the System pursuant to GAAP. Does not include depreciation, amortization, or interest paid on outstanding bonds. Includes assessments for Windy Gap Firming Project, which are reported as Capital Outlay in the Financial Statements.

PLEDGED-REVENUE COVERAGE
WASTEWATER REVENUE BONDS
LAST TEN FISCAL YEARS

Year	Gross Revenues[1]	Operating Expenses[2]	Net Revenue Available for Debt Service	Debt Service Requirements			
				Principal	Interest	Total	Coverage
2015	$ 6,710,717	$ 2,557,448	$ 4,153,269	$ 600,491	$ 934,736	$ 1,535,227	2.71
2016	7,388,911	2,510,334	4,878,577	493,183	797,144	1,290,327	3.78
2017	7,984,720	2,780,013	5,204,707	636,647	670,389	1,307,036	3.98
2018	10,262,444	3,048,996	7,213,448	656,182	655,143	1,311,325	5.50
2019	9,855,016	3,302,018	6,552,998	667,010	644,016	1,311,026	5.00
2020	11,519,473	3,451,820	8,067,653	545,000	617,725	1,162,725	6.94
2021	13,663,957	2,754,347	10,909,610	570,000	606,825	1,176,825	9.27
2022	15,854,193	3,277,324	12,576,869	714,594	598,131	1,312,725	9.58
2023	23,671,311	4,548,948	19,122,363	715,481	580,135	1,295,616	14.76
2024	22,337,726	4,272,285	18,065,441	712,800	550,868	1,263,668	14.30

Source: Town of Erie Finance Department

[1] Gross revenues consist of water sales, capital contributions (tap fees), investment income, and other income.
[2] Operating expenses excludes depreciation.

TOWN OF ERIE, COLORADO
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Year	Population [1]	Personal Income [2] (in Thousands)	Per Capita Income [2]	Median Age [1]	School Enrollment	Unemployment Rate [3]
2015	21,200	$ 1,360,976	$ 64,197	36.0	4,903	2.7 %
2016	22,400	1,453,200	64,875	37.0	5,172	2.1
2017	24,000	1,679,232	69,968	37.0	5,700	2.5
2018	25,900	1,904,116	73,518	37.0	5,757	3.3
2019	27,700	2,119,798	76,527	36.8	6,162	2.0
2020	29,200	1,345,828	46,090	36.6	5,845	3.6
2021	30,038	1,978,062	65,852	37.0	5,976	4.0
2022	31,420	2,815,012	89,593	36.4	5,885	2.7
2023	36,835	3,630,199	46,546	37.1	6,224	3.7
2024	40,183	4,028,024	100,242	38.0	9,926	4.0

Sources: U.S. Census Bureau
Town of Erie Economic Development Department
Bureau of Economic Analysis
Bureau of Labor Statistics
Department of Local Affairs
Boulder Valley School District
St. Vrain Valley School District

[1] Source - Town of Erie - Economic Development.

[2] Source - U.S. Department of Commerce, Bureau of Economic Analysis, Table CA1-3 for Boulder County Metropolitan Statistical Area.

[3] Source - Economic Research - Federal Reserve Bank of St. Louis

TOWN OF ERIE, COLORADO
PRINCIPAL EMPLOYERS
CURRENT YEAR AND TEN YEARS AGO

	2024		
Employer	Employees	Rank	Percentage of Total Town Employment
St. Vrain Valley School District	617	1	13.82 %
Town of Erie	552	2	12.37
King Soopers	548	3	12.28
Safeway	135	4	3.02
Lowe's	93	5	2.08
Boulder Valley School District	90	6	2.02
Relucent Plastics Solutions	60	7	1.34
Colorado National Golf Club	50	8	1.12
Elementum 3d	44	9	0.99
Boulder Community Health	30	10	0.67
Total	2,219		49.71 %

	2015		
Employer	Employees	Rank	Percentage of Total Town Employment
St. Vrain Valley School District	309	1	9.36 %
Town of Erie	249	2	7.55
Safeway	68	3	2.06
Colorado National Golf Club	51	4	1.55
Lazy Dog	48	5	1.45
Magnum Plastics	44	6	1.33
Primrose	42	7	1.27
CML RW	41	8	1.24
Aspen Ridge Prep School	34	9	1.03
Air Mechanical	24	10	0.73
Total	910		27.57 %

Source: Town of Erie Economic Development

TOWN OF ERIE, COLORADO
FULL-TIME EQUIVALENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

Function/Program	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General Government:										
Town Administration	5.0	5.0	6.0	6.0	6.0	6.0	10.0	10.0	10.0	12.1
Community Engagement	-	-	-	-	-	-	3.0	4.0	5.0	5.0
Economic Development	1.0	1.0	1.0	1.0	2.0	2.0	3.0	3.0	4.0	4.0
Environmental Services	-	-	-	-	-	-	-	-	-	6.4
Finance	6.0	7.0	8.0	8.0	8.0	9.0	9.0	12.0	13.0	15.0
Human Resources	2.0	2.0	3.0	3.0	3.0	4.0	5.0	5.0	6.5	9.0
Information Technology	3.0	3.6	3.6	4.0	4.0	4.0	4.0	4.0	5.0	5.0
Planning and Development	16.0	18.0	23.0	26.0	25.0	26.0	28.0	23.0	26.0	25.4
Parks and Recreation	72.1	75.0	79.4	84.0	85.2	84.5	88.4	93.2	97.2	94.8
Public Safety	27.4	30.0	32.0	40.5	43.5	47.0	51.5	56.0	57.0	56.8
Public Works	35.7	37.4	43.0	43.0	43.0	45.0	45.5	57.0	66.0	74.2
Total	168.2	179.0	199.0	215.5	219.7	227.5	247.4	267.2	289.7	307.7

Source: Town of Erie Finance Department

TOWN OF ERIE, COLORADO
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

Function/Program	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Recreation:										
Recreation/Community Center Visits	208,845	229,482	242,703	262,664	264,835	62,522	81,912	160,779	195,718	211,465
Recreation Activities	73,930	72,768	71,101	72,728	74,700	42,084	64,725	57,963	81,917	92,873
Community Events	3,031	2,987	4,334	4,237	6,282	1,554	10,147	13,912	11,229	24,384
Rentals	613	648	594	559	546	156	1,041	1,734	2,715	3,829
Police:										
Traffic Violations	1,420	1,897	1,474	1,852	2,635	1,712	2,178	1,268	1,653	1,659
Criminal Violations	385	404	211	183	332	321	299	152	404	362
Water:										
Number of Service Connections	7,561	8,048	8,547	9,193	9,859	10,265	10,843	11,587	12,332	12,788
Average Daily Flow (Million Gallons Per Day)	2.75	3.15	3.25	3.80	3.27	4.07	4.30	4.20	3.60	4.70
Wastewater:										
Number of Service Connections	7,242	7,732	8,220	8,875	9,421	9,983	10,589	11,590	11,997	12,788
Average Daily Flows (Million Gallons Per Day)	1.190	1.300	1.490	1.500	1.557	1.510	1.730	1.850	1.98	2.10

Sources: Town of Erie Public Works Department
Town of Erie Police Department
Town of Erie Parks and Recreation Department

TOWN OF ERIE, COLORADO
CAPITAL ASSETS BY FUNCTION
LAST TEN FISCAL YEARS

Function/Program	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Parks and Recreation:										
Community Center	1	1	1	1	1	1	1	1	1	1
Parks	10	10	10	12	12	13	13	13	13	13
Park Acreage	136	136	136	150	150	157	157	163	163	175
Open Space Acreage	1,075	1,096	1,096	1,096	1,143	1,143	1,143	1,143	1,143	1,365
Public Safety										
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol Units	9	10	10	11	13	16	21	21	25	28
Public Works										
Streets (Miles)	134.0	135.0	154.0	154.0	157.6	158.5	161.9	168.2	341.7	341.7
Water:										
Water Mains (Miles)	149.5	157.0	165.0	181.0	189.5	195.0	205.5	217.5	232.6	241.2
Maximum Daily Capacity (Million Gallons Per Day)	12.2	12.2	12.2	12.2	12.2	18.9	18.9	18.9	16.7	16.7
Wastewater:										
Sanitary Sewers (Miles)	100.8	103.5	109.0	122.0	125.9	131.3	136.4	145.1	156.2	158.8
Maximum Daily Capacity (Million Gallons Per Day)	2.70	2.70	2.70	1.50	1.95	1.95	1.95	1.95	3.0	3.0
Storm Drainage:										
Storm Sewers (Miles)	49.7	53.0	59.0	64.0	64.6	72.6	82.2	118.7	80.03	67.00
Airport:										
Terminal Building	1	1	1	1	1	1	1	1	1	1

Sources: Town of Erie Public Works Department
Town of Erie Police Department
Town of Erie Parks and Recreation Department

TOWN OF ERIE, COLORADO
PROPERTY VALUES AND CONSTRUCTION
LAST TEN FISCAL YEARS

Year	Estimated Actual Property Value			Commercial Construction		Residential Construction	
	Commercial	Residential	Total	Number of Units	Value	Number of Units	Value
2015	$ 90,288,387	$ 2,161,739,601	$ 2,252,027,988	4	$ 3,141,720	427	$ 118,590,894
2016	98,895,118	2,666,423,992	2,765,319,110	9	19,393,000	465	123,766,000
2017	103,321,654	2,853,165,694	2,956,487,348	10	6,344,000	631	168,432,000
2018	138,133,645	3,578,300,793	3,716,434,438	11	12,468,000	640	164,695,000
2019	147,396,182	3,847,222,276	3,994,618,458	9	12,429,000	607	180,731,000
2020	196,082,070	4,524,863,798	4,720,945,868	4	3,147,000	475	135,482,000
2021	202,925,137	4,895,479,836	5,098,404,973	29	39,724,735	807	239,977,422
2022	235,766,237	5,669,633,615	5,905,399,852	13	58,481,551	719	194,014,745
2023	251,182,810	605,452,672	6,305,709,482	7	19,564,149	721	283,449,775
2024	344,990,594	8,444,885,068	8,789,875,662	9	17,127,682	907	406,574,393

Sources: Boulder County Assessor's Office
Weld County Assessor's Office
Town of Erie Building Department

COMPLIANCE SECTION

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES
WATER ENTERPRISE FUND

History of Net Revenues and Debt Service Coverage

	2020	2021	2022	2023	2024
Gross Revenues:					
Charges for Services	$ 12,654,777	$ 12,325,726	$ 13,193,794	$ 11,571,276	$ 15,060,859
Tap Fees	19,986,944	28,671,412	19,377,186	21,632,647	26,705,617
Interest Income	786,177	(43,489)	691,342	5,087,793	5,644,262
Other Income	52,311	98,268	13,900	67,595	137,907
Total	33,480,209	41,051,917	33,276,222	38,359,311	47,548,645
Operation and Maintenance:					
Expenses [1]	5,765,605	6,751,775	8,463,362	7,540,831	6,774,643
Net Revenues	$ 27,714,604	$ 34,300,142	$ 24,812,860	$ 30,818,480	$ 40,774,002
Combined Maximum Annual Principal and Interest Requirements	$ 2,688,981	$ 3,439,356	$ 2,693,979	$ 3,703,592	$ 3,703,592
Pro-Forma Coverage Ratio	10.31x	9.97x	9.21x	8.32x	11.01x
Current Year Debt Service					$ 3,703,592
Coverage Ratio - Current Year					11.01x
Minimum Required Ratio					1.25x

[1] Includes all expenses properly allocable to the System pursuant to GAAP. Does not include depreciation, amortization, or interest paid on outstanding bonds. Includes assessments for Windy Gap Firming Project, which are reported as Capital Outlay in the Financial Statements.

History of Water Connection Fees

Year	Residential [1] Taps Sold	Dwelling Units	Residential Connection Fees	Commercial Taps Sold	Commercial Connection Fees	Total Taps Sold	Total Connection Fees
2019	472	470	$ 14,922,595	2	$ 1,031,995	474	$ 15,954,590
2020	824	1,055	26,598,578	28	2,133,449	852	28,732,027
2021	638	1,037	17,004,986	28	2,372,200	666	19,377,186
2023	774	721	20,244,150	14	1,424,647	788	21,668,797
2024	1,007	938	25,365,299	22	1,340,318	1,029	26,705,617

[1] Residential also includes multi-family/townhome and irrigation taps.

History of Water Accounts

Year	Residential Accounts	Commercial Accounts	Irrigation Accounts	Total Accounts	% Change in Accounts
2020	9,950	183	193	10,326	4.7 %
2021	10,522	192	200	10,914	5.7
2022	11,211	203	212	11,626	6.5
2023	11,908	216	224	12,348	6.2
2024	12,759	227	242	13,228	7.1

Note: Irrigation accounts based on summer usage activity.

Largest Customers of the Water System

Type of Business	2024 Revenue	% of Total [(1)]
The Town	$ 258,524	1.72 %
Homeowners Association	162,321	1.08
Homeowners Association	127,357	0.85
Homeowners Association	116,863	0.78
Homeowners Association	104,149	0.69
Homeowners Association	100,998	0.67
Homeowners Association	88,054	0.58
Homeowners Association	84,486	0.56
Homeowners Association	74,613	0.50
Commercial Business	70,151	0.47
Total	$ 1,187,516	7.88 %

(1) Based on total charges for service of $15,060,859

Budget Summary and Comparison

	2023		2024	
	Final Budget	Actual	Final Budget	Actual
Working Capital - Beginning of Year	$ 99,473,632	$ 99,473,632	$ 119,236,765	$ 119,236,765
REVENUES				
Charges for Services	12,792,000	11,571,276	13,281,000	15,060,859
Connection Fees	16,118,192	12,344,761	17,467,800	26,705,617
Investment Earnings	527,000	5,087,793	527,000	5,644,262
Intergovernmental	-	-	-	13,074
Other Income	10,000	186,190	10,000	137,907
Total Revenues	29,447,192	29,190,020	31,285,800	47,561,719
Total Funds Available	128,920,824	128,663,652	150,522,565	166,798,484
OPERATING EXPENSES				
Administration	1,800,131	1,209,060	6,223,485	5,563,525
Distribution	184,230	467,429	570,189	751,334
Treatment	2,156,959	1,837,409	2,236,432	2,018,904
Meters	485,013	378,547	835,252	684,499
Debt Service	3,703,592	1,526,271	3,563,968	3,595,463
Capital Outlay	31,032,165	4,065,863	99,301,115	12,018,651
Total Operating Expenses	39,362,090	9,484,579	112,730,441	24,632,376
OTHER FINANCING SOURCES				
Transfers	-	57,692	(1,305,559)	-
Proceeds from Dispositions of Assets	-	5,750	-	-
Total Other Financing Sources	-	63,442	(1,305,559)	-
CHANGE IN WORKING CAPITAL	(9,914,898)	19,763,133	(82,750,200)	22,929,343
WORKING CAPITAL - END OF YEAR	$ 89,558,734	$ 119,236,765	$ 36,486,565	$ 142,166,108

History of Revenues, Expenses, and Changes in Net Position

	Year Ended December 31,				
	2020	2021	2022	2023	2024
OPERATING REVENUES					
Charges for Services	$ 12,654,777	$ 12,325,727	$ 13,193,795	$ 11,571,276	$ 15,060,859
OPERATING EXPENSES					
Personnel Services	2,480,835	1,105,768	1,209,060	1,182,715	2,210,843
Operations and Maintenance	3,284,770	5,179,327	5,825,302	6,358,116	6,774,643
Depreciation	3,954,365	3,911,356	4,056,950	4,205,967	4,944,622
Total Operating Expenses	9,719,970	10,196,451	11,091,312	11,746,798	13,930,108
NET OPERATING INCOME	2,934,807	2,129,276	2,102,483	(175,522)	1,130,751
NONOPERATING REVENUES (EXPENSES)					
Investment Income	786,177	(43,489)	691,342	5,087,793	5,644,262
Other, Net	(828,788)	98,267	54,900	73,345	150,981
Interest Expense	(1,698,332)	(1,630,194)	(1,551,743)	(1,435,081)	(1,331,653)
Total Nonoperating Revenues (Expenses), Net	(1,740,943)	(1,575,416)	(805,501)	3,726,057	4,463,590
NET INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	1,193,864	553,860	1,296,982	3,550,535	5,594,341
Capital Contributions [1]	19,986,944	31,502,294	23,756,944	29,875,251	37,243,222
Transfers In	-	178,797	12,037	57,692	-
CHANGES IN NET POSITION	21,180,808	32,234,951	25,065,963	33,483,478	42,837,563
Net Position - Beginning of Year	208,050,983	229,231,791	261,466,742	286,523,933	320,007,411
Prior Period Adjustments [2]	-	-	(8,772)	-	-
NET POSITION - END OF YEAR	$ 229,231,791	$ 261,466,742	$ 286,523,933	$ 320,007,411	$ 362,844,974

[1] Reflects developer contributions of infrastructure of $3,457,8226 in 2020, $2,802,924 in 2021, $4,024,574 in 2022, $16,964,943 in 2023, and $10,537,605 in 2024.

[2] In 2022, an adjustment to beginning net position was made in association with the implementation of GASB 87.

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES
GENERAL FUND

Budget Summary and Comparison

	2023		2024	
	Final Budget	Actual	Final Budget	Actual
REVENUES				
Taxes	$ 31,825,000	$ 36,017,753	$ 35,915,000	$ 40,051,897
Intergovernmental	1,523,000	2,007,689	1,523,350	2,343,458
Licenses and Permits	2,671,500	3,752,246	2,999,000	5,166,712
Fees and Charges for Services	10,420,838	10,486,352	11,112,070	11,520,545
Fines and Forfeitures	190,000	141,988	100,000	155,566
Investment Earnings	325,000	2,467,527	525,000	2,668,775
Miscellaneous	918,045	1,574,228	985,387	1,592,788
Total Revenues	47,873,383	56,447,783	53,159,807	63,499,741
EXPENDITURES				
Current Operating:				
General Government	15,181,478	14,293,383	20,975,236	16,428,393
Public Safety	9,416,439	9,152,782	9,644,270	9,791,329
Public Works	9,790,106	8,273,082	11,550,951	11,779,404
Parks and Recreation	10,247,749	10,311,056	12,900,883	11,820,243
Capital Outlay	21,010,395	12,779,835	23,267,746	8,265,968
Debt Service:				
Principal	1,110,000	1,243,646	1,155,000	1,509,658
Interest	379,413	385,883	335,013	352,809
Total Expenditures	67,135,580	56,439,667	79,829,099	59,947,804
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(19,262,197)	8,116	(26,669,292)	3,551,937
OTHER FINANCING SOURCES (USES)				
Transfers In	2,303,367	1,475,123	3,873,663	-
Transfers Out	(1,392,620)	(1,290,000)	(1,845,446)	(27,240,000)
SBITAs	-	332,028	-	638,305
Leases	-	-	-	85,228
Sales of Capital Assets	-	120,843	-	96,889
Insurance Recoveries	-	3,597,113	-	63,717
Total Other Financing Sources (Uses)	910,747	4,235,107	2,028,217	(26,355,861)
NET CHANGES IN FUND BALANCE	(18,351,450)	4,243,223	(24,641,075)	(22,803,924)
Fund Balance, Beginning of Year	48,754,892	48,754,892	52,998,115	52,998,115
FUND BALANCE - END OF YEAR	$ 30,403,442	$ 52,998,115	$ 28,357,040	$ 30,194,191

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES
GENERAL FUND (CONTINUED)

	Year Ended December 31,				
	2020	2021	2022	2023	2024
REVENUES					
Taxes	$ 24,080,039	$ 29,133,082	$ 31,349,334	$ 36,017,753	$ 40,051,897
Intergovernmental	2,566,167	2,202,934	2,514,356	2,007,689	2,343,458
Licenses and Permits	2,674,326	4,211,015	3,618,380	3,752,246	5,166,712
Fees and Charges for Services	3,250,445	4,419,377	9,188,962	10,486,352	11,520,545
Fines and Forfeitures	251,347	240,420	176,163	141,988	155,566
Capital Contributions and Fees	167,862	-	-	-	-
Investment Earnings	366,320	(18,392)	304,256	2,467,527	2,668,775
Miscellaneous	900,619	1,039,749	1,140,303	1,574,228	1,592,788
Total Revenues	34,257,125	41,228,185	48,291,754	56,447,783	63,499,741
EXPENDITURES					
Current Operating:					
General Government [1]	7,260,736	7,194,997	11,297,718	14,293,383	16,428,393
Public Safety	5,599,006	6,508,152	8,021,645	9,152,782	9,791,329
Public Works	3,362,722	4,258,974	7,154,892	8,273,082	11,779,404
Parks and Recreation	6,068,075	7,058,168	8,859,126	10,311,056	11,820,243
Capital Outlay	2,961,895	4,951,753	10,883,991	12,779,835	8,265,968
Debt Service:					
Principal	1,000,000	1,025,000	1,090,442	1,243,646	1,509,658
Interest	494,563	463,705	427,863	385,883	352,809
Total Expenditures	26,746,997	31,460,749	47,735,677	56,439,667	59,947,804
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	7,510,128	9,767,436	556,077	8,116	3,551,937
OTHER FINANCING SOURCES (USES)					
Transfers In	-	465,490	462,919	1,475,123	-
Transfers Out	-	(333,360)	(700,000)	(1,290,000)	(27,240,000)
SBITAs	-	-	-	332,028	638,305
Leases	-	-	88,811	-	85,228
Sales of Capital Assets	72,489	59,793	516,903	120,843	96,889
Insurance Recoveries	20,895	12,918	117,587	3,597,113	63,717
Total Other Financing Sources (Uses)	93,384	204,841	486,220	4,235,107	(26,355,861)
NET CHANGES IN FUND BALANCE	7,603,512	9,972,277	1,042,297	4,243,223	(22,803,924)
Fund Balance, Beginning of Year	30,136,806	37,740,318	47,712,595	48,754,892	52,998,115
FUND BALANCE - END OF YEAR	$ 37,740,318	$ 47,712,595	$ 48,754,892	$ 52,998,115	$ 30,194,191

TOWN OF ERIE, COLORADO
CONTINUING DISCLOSURES
WASTEWATER ENTERPRISE FUND

History of Net Revenues and Debt Service Coverage

	2020	2021	2022	2023	2024
Gross Revenues:					
Charges for Services	$ 5,806,390	$ 6,067,831	$ 6,470,593	$ 6,800,914	$ 7,309,219
Tap Fees	5,348,514	7,613,747	6,315,397	6,906,834	8,612,049
Interest Income	364,288	(22,586)	127,073	1,233,125	1,521,926
Other	281	4,965	2,941,130	8,722,339	4,275,945
Total Gross Revenues	11,519,473	13,663,957	15,854,193	23,663,212	21,719,139
Operation and Maintenance Expenses [1]	3,451,820	2,754,347	3,277,324	4,490,330	4,490,330
Net Revenues	$ 8,067,653	$ 10,909,610	$ 12,576,869	$ 19,172,882	$ 17,228,809
Combined Maximum Annual Principal and Interest Requirements	$ 1,162,725	$ 1,176,825	$ 1,312,725	$ 1,295,616	$ 1,236,668
Pro-Forma Coverage Ratio	6.94x	9.27x	9.58x	14.8x	13.93x
Current Year Debt Service					$ 1,315,625
Coverage Ratio - Current Year					13.1x
Minimum Required Ratio					1.10x

[1] Includes all expenses properly allocable to the System pursuant to GAAP. Does not include depreciation, amortization, or interest paid on outstanding bonds.

History of Wastewater Tap Fees

Year	Residential Taps Sold [1]	Residential Tap Fees	Commercial Taps Sold	Commercial Tap Fees	Total Taps Sold	Total Tap Fees
2020	471	$ 2,449,201	1	$ 71,067	472	$ 2,520,268
2021	777	6,593,633	16	283,765	793	6,877,398
2022	628	5,729,331	22	159,479	650	5,888,810
2023	722	6,379,200	7	232,153	729	6,611,353
2024	842	8,059,647	9	162,105	851	8,221,752

[1] Residential also includes multi-family/townhome taps.

History of Wastewater Accounts

Year	Residential Accounts	Commercial Accounts	Total Accounts	% Change in Accounts
2020	9,828	155	9,983	6.0 %
2021	10,430	159	10,589	6.1
2022	11,416	174	11,590	9.5
2023	11,812	185	11,997	3.5
2024	12,654	194	12,848	7.1

Largest Customers of the Wastewater System

Type of Business	2024 Revenue	% of Total [1]
Homeowners Association	$ 115,787	1.58 %
Commercial Business	62,567	0.86
Commercial Business	60,517	0.83
Commercial Business	52,463	0.72
Commercial Business	50,863	0.70
Commercial Business	27,109	0.37
Commercial Business	24,674	0.34
Commercial Business	24,470	0.33
Commercial Business	22,135	0.30
Commercial Business	21,515	0.29
Total	$ 462,100	6.32 %

[1] Based on total charges for service of $7,309,219

Budget Summary and Comparison

	2023		2024	
	Final Budget	Actual	Final Budget	Actual
Working Capital - Beginning of Year	$ 20,531,749	$ 20,531,749	$ 38,427,371	$ 38,427,371
REVENUES				
Charges for Services	6,429,450	6,800,914	6,429,450	6,800,914
Tap Fees	4,700,900	6,906,834	4,700,900	6,906,834
Investment Income	200,000	1,233,125	200,000	1,233,125
Other Income	-	8,722,339	-	8,722,339
Total Revenues	11,330,350	23,663,212	11,330,350	23,663,212
Total Funds Available	31,862,099	44,194,961	49,757,721	62,090,583
OPERATING EXPENSES				
Administration	2,566,369	2,252,772	3,279,451	2,089,022
Collection	356,403	428,159	382,093	428,505
Treatment	1,797,272	1,752,340	2,127,807	1,754,755
Debt Service	2,260,000	741,204	706,647	1,338,898
Capital Outlay	580,135	593,115	17,888,661	929,203
Total Operating Expenses	7,560,179	5,767,590	24,384,659	6,540,383
NET CHANGE IN WORKING CAPITAL	3,770,171	17,895,622	(13,054,309)	17,122,829
WORKING CAPITAL - END OF YEAR	$ 24,301,920	$ 38,427,371	$ 25,373,062	$ 55,550,200

History of Revenues, Expenses, and Changes in Net Position

	Year Ended December 31,				
	2020	2021	2022	2023	2024
OPERATING REVENUES					
Charges for Services	$ 5,806,390	$ 6,067,831	$ 6,470,593	$ 6,800,914	$ 7,309,219
OPERATING EXPENSES					
Personnel Services	2,061,132	525,161	698,474	873,913	1,336,756
Operations and Maintenance	1,390,688	2,229,186	2,578,850	3,616,417	2,970,043
Depreciation	1,965,740	1,993,448	2,040,821	2,109,250	2,332,963
Total Operating Expenses	5,417,560	4,747,795	5,318,145	6,599,580	6,639,762
NET OPERATING INCOME	388,830	1,320,036	1,152,448	201,334	669,457
NONOPERATING REVENUES (EXPENSES)					
Investment Income	364,288	(22,586)	127,073	1,233,125	1,521,926
Other, Net	281	4,965	123,644	-	58,514
Interest Expense	(626,670)	(624,506)	(609,294)	(590,506)	(563,985)
Total Nonoperating Expenses, Net	(262,101)	(642,127)	(358,577)	642,619	1,016,455
NET INCOME BEFORE CONTRIBUTIONS	126,729	677,909	793,871	843,953	1,685,912
Capital Contributions [1]	5,348,514	9,596,446	9,132,883	15,629,173	13,484,110
Transfers In	-	-	-	8,098	-
CHANGES IN NET POSITION	5,475,243	10,274,355	9,926,754	16,481,224	15,170,022
Net Position - Beginning of Year	67,672,194	73,147,437	83,421,792	93,348,546	109,829,770
NET POSITION - END OF YEAR	$ 73,147,437	$ 83,421,792	$ 93,348,546	$ 109,829,770	$ 124,999,792

[1] Reflects developer contributions of infrastructure of $2,123,354 in 2020, $1,982,699 in 2021, $2,817,486 in 2022, $10,988,996 in 2023 and $4,872,016 in 2024.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Town Council
Town of Erie
Erie, Colorado

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Erie (the Town), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated August 29, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified.

We identified a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2024-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on

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the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Town's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Town's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The Town's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Denver, Colorado
August 29, 2025

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Town Council
Town of Erie
Erie, Colorado

Report on Compliance for Each Major Federal Program

Qualified and Unmodified Opinions

We have audited the Town of Erie (the Town)'s compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of the Town's major federal programs for the year ended December 31, 2024. The Town's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Qualified Opinion on COVID-19 Coronavirus State and Local Fiscal Recovery Funds
In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, Town of Erie, Colorado complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on COVID-19 Coronavirus State and Local Fiscal Recovery Funds for the year ended December 31, 2024.

Unmodified Opinion on Each of the Other Major Federal Programs
In our opinion, Town of Erie, Colorado complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its other major federal programs identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs for the year ended December 31, 2024.

Basis for Qualified and Unmodified Opinions

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations,* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Town's compliance with the compliance requirements referred to above.

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Matter Giving Rise to Qualified Opinion on COVID-19 Coronavirus State and Local Fiscal Recovery Funds
As described in the accompanying schedule of findings and questioned costs, the Town did not comply with requirements regarding Assistance Listing No. 21.027 COVID-19 Coronavirus State and Local Fiscal Recovery Funds as described in finding number 2024-002 for Procurement and Suspension and Debarment.

Compliance with such requirements is necessary, in our opinion, for the Town to comply with the requirements applicable to that program.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Town's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding The Town's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2024-003. Our opinion on each major federal program is not modified with respect to this matter.

Government Auditing Standards requires the auditor to perform limited procedures on the Town's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Town's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2024-002 to be a material weakness.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2024-003 to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the Town's response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The Town's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Denver, Colorado
August 29, 2025

TOWN OF ERIE, COLORADO
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED DECEMBER 31, 2024

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Grantor's Number	Amount Provided to Subrecipients	Total Federal Expenditures
Department of Interior				
Passed through Colorado Department of Local Affairs:				
Minerals Leasing Act	15.437	F22MLG9393	$ -	$ 23,551
Department of Transportation				
Airport Improvement Program	20.106	N/A	-	164,556
Airport Improvement Program	20.106	N/A	-	1,106,403
Pass-Through Colorado Department of Transportation:				
Highway Planning and Construction	20.205	21-HA4-XC-00012	-	8,193
Highway Planning and Construction	20.205	20-HA4-XC-00049	-	28,610
Highway Planning and Construction	20.205	24-HA4-XC-00204	-	21,282
Highway Planning and Construction	20.205	21-HA4-XC-00095	-	2,048,592
Total Department of Transportation			-	3,377,636
Department of Treasury				
Pass-Through Colorado Department of Local Affairs:				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	None Provided	-	1,671,368
Department of Health and Human Services				
Pass-Through Colorado Office of Early Childhood:				
Child Care and Development Block Grant	93.575	None Provided	-	7,023
Child Care and Development Block Grant	93.575	None Provided	-	7,023
Total Department of Health and Human Services			-	14,046
Federal Emergency Management Agency				
Pass-Through Colorado Department of Public Safety:				
Hazard Mitigation Grant	97.039	HMGP-4498	-	410,636
Total Expenditures of Federal Awards			$ -	$ 5,497,237

See accompanying Notes to Schedule of Expenditures of Federal Awards.

TOWN OF ERIE, COLORADO
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
DECEMBER 31, 2024

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the Town of Erie under programs of the federal government for the year ended December 31, 2024. No federal financial assistance was passed through to other entities. The information in this Schedule is presented in accordance with the requirements of 2 CFR Par 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Town of Erie, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Town of Erie.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting, with the exception of amounts reported by the Department of Transportation Airport Improvement Program and the Federal Emergency Management Agency Hazard Mitigation Grant. For these two award programs, the expenditures are reported on a full accrual basis. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance for all awards. Under these principles, certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements. Federal award program titles are reported as presented by Assistance Listing Number (ALN) in the System for Award Management (SAM).

NOTE 3 INDIRECT COST RATE

The Town of Erie has elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

TOWN OF ERIE, COLORADO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED DECEMBER 31, 2024

Section I – Summary of Auditors' Results

Financial Statements

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
   - Material weakness(es) identified? ____x____ yes _____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
3. Noncompliance material to financial statements noted? _____ yes ____x____ no

Federal Awards

1. Internal control over major federal programs:
   - Material weakness(es) identified? ____x____ yes _____ no
   - Significant deficiency(ies) identified? ____x____ yes _____ none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified except for ALN 21.027 COVID-19 Coronavirus State and Local Fiscal Recovery Funds program for Procurement, Suspension and Debarment which was qualified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ____x____ yes _____ no

Identification of Major Federal Programs

Assistance Listing Numbers	**Name of Federal Program or Cluster**
21.027	COVID-19 Coronavirus State and Local Fiscal Recovery Funds
97.039	Hazard Mitigation Grant
20.106	Airport Improvement Program

Dollar threshold used to distinguish between Type A and Type B programs: $750,000

Auditee qualified as low-risk auditee? _____ yes ____x____ no

Section II – Financial Statement Findings

2024 – 001

Type of Finding: Material Weakness in Internal Control over Financial Reporting

Condition: Several audit adjustments and revisions were necessary to properly state balances at year-end which include the following:

- A proposed audit adjustment in the amount of $406,651 was made to correct an overstatement of cash balances related to an URA request for reimbursement that was made after year-end.
- A proposed audit adjustment in the amount of $254,495 was made to correct reductions in grading/stormwater permits revenue that should have been applied to developer deposit payables.
- A proposed audit adjustment in the amount of $43,264 was made to correct a negative prepaid balance for invoice 09585 which should have been recorded in unearned revenue account.
- A proposed audit adjustment in the amount of $4,638,778 was made to properly state negative cash balance allocations as a liability.
- A proposed audit adjustment in the amount of $291,631 was made to correct an expense that was included in prepaid assets for FY2024 but was actually paid in 2025.
- A proposed audit adjustment in the amount of $19,655 was made to properly state fund 820 activity that was excluded from the year-end trial balance.
- Significant year-end adjustments related to grant activity were necessary but not corrected in the general ledger in a timely manner, including the activity related to the unearned grant revenue and deferred inflows for grant revenue which required reevaluation of the audit materiality and audit risk assessment approach.

Criteria or Specific Requirement: Monthly maintenance of the trial balance and preparation of year-end closing entries in accordance with generally accepted accounting principles (GAAP) helps ensure that timely, accurate, and useful information is available to management and those charged with governance.

Effect: Not having proper controls over trial balance maintenance could result in inaccurate account balances and material adjustments. Financial statement amounts may be misstated or not properly supported. Failure to implement effective processes and procedures could increase the risks of fraud, violations of appropriation laws and mismanagement of funds.

Cause: Internal controls were not in place to ensure that monthly general ledger account reconciliations were completed and reviewed for all significant accounts during the fiscal year.

Repeat Finding: Yes, modified and repeated, finding 2023-001.

Section II – Financial Statement Findings (Continued)

Recommendation: Management should implement a monthly or quarterly financial closing process to ensure that all significant matters impacting the financial statements are evaluated for compliance with GAAP and reconciled regularly.

Views of Responsible Officials and Planned Corrective Actions: There is no disagreement with the audit finding. After receiving finding 2023-001 in September 2024 the Town created monthly closing processes and utilized a year end checklist for fiscal year end 2024. The Town will continue to improve on the SOP for the year-end checklist to ensure all required year-end entries and reconciliations are made by our Accounting staff.

Section III – Findings and Questioned Costs – Major Federal Programs

2024 – 002

Federal Agency: Department of the Treasury

Federal Program Name: COVID-19 Coronavirus State and Local Fiscal Recovery Funds

Assistance Listing Number: 21.027

Pass-Through Agency: Colorado Department of Local Affairs

Pass-Through Number: None

Award Period: 1/1/2024 – 12/31/2024

Compliance Requirement: Procurement and Suspension and Debarment

Type of Finding: Material Weakness in Internal Control over Compliance, Material Noncompliance (Modified Opinion)

Criteria or Specific Requirement: Non-federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred. “Covered transactions” include contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed $25,000 or meet certain other criteria as specified in 2 CFR section 180.220. All non-procurement transactions entered into by a passthrough entity (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 CFR section 180.215. When a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity, as defined in 2 CFR section 180.995 and agency adopting regulations, is not suspended or debarred or otherwise excluded from participating in the transaction. This verification may be accomplished by (1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) and available at https://governmentcontractregistration.com/sam-registration-and-renewal/, (2) collecting a certification from the entity, or (3) adding a clause or condition to the covered transaction with that entity (2 CFR section 180.300).

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

Condition: The Town does not have adequate internal control procedures in place to monitor compliance with suspension and debarment requirements for contracts. During compliance testing, we noted that two out of four vendors selected for testing had not been checked to verify they were not suspended or debarred prior to the start of the project and both vendors were inactive since at least 2021.

Questioned Costs: $100,103. This is the total amounts procured from the two vendors.

Context: The Town does have a policy and procedure to check a vendor's suspension and debarment status either by checking the active record on SAM.gov, collecting a certification from the proposed entity, and/or adding a clause or condition to the covered transaction with that entity. However, the Town was not able to provide verification of the suspension and debarment status through review of SAM.gov, providing a certification from the vendor, or through a clause or condition within the signed contract to verify that the vendor was verified prior to the state of the projects. We did attempt to verify these vendors were not currently suspended or debarred through review of SAM.gov but noted that both vendors were inactive since at least 2021.

Cause: The Town experienced turnover in the grants position and could not provide documentation to show it followed the appropriate suspension and debarment requirements.

Effect: Payments of program funds to a contractor that has been suspended or debarred would be unallowable and subject to recovery by the grantor. We were unable to verify that that the contractors were not suspended or debarred, or otherwise not excluded from participating in the transaction as the vendors have been inactive for several years. Therefore, we are questioning the related costs.

Repeat Finding: Yes, modified and repeated, finding 2023-002.

Recommendation: The Town should update all contracts to include a suspension and debarment paragraph to verify status with every renewal or collecting certification from the proposed entity. Additionally, the Town should update procedures to ensure that a vendor's status is checked in SAM.gov prior to contracting with a vendor.

Views of Responsible Officials and Planned Corrective Actions: There is no disagreement with the finding. After receiving finding 2023-002 in September 2024 the Finance department made updates to the Purchasing Policy which were approved by Town Council in April 2025. This included a provision in the policy for all requisitions to be routed to the Grants Manager or designee to check the vendor's status in SAM.Gov prior to issuance of the purchase order.

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2024 – 003

Federal Agency: Department of Transportation

Federal Program Name: Airport Improvement Program

Assistance Listing Number: 20.106

Pass-Through Agency: N/A

Pass-Through Number: None

Award Period: 7/22/2024 – 12/31/2024

Compliance Requirement: Reporting

Type of Finding: Significant Deficiency in Internal Control over Compliance, Other Matters

Criteria or Specific Requirement: Per 2 CFR § 200.303 (a), non-Federal entities must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

Condition: The required SF-271 report was not submitted timely and was submitted after being requested for the audit. The required SF-425 report was not accurately completed and not submitted.

Questioned Costs: None.

Context: The Town did not submit the required grant reporting in a timely manner.

Cause: The Town does not have adequate policies in place to ensure accurate and timely financial reporting for federal awards.

Effect: The Town was not in compliance with the financial reporting requirements.

Repeat Finding: No.

Recommendation: The Town should continue its efforts to strengthen internal controls to ensure continuous monitoring and review of project obligations resulting in reports that are submitted in compliance with the grant requirements.

Views of Responsible Officials and Planned Corrective Actions: There is no disagreement with the finding. The Town's grants team will continue to work with departments and any outside consultants to ensure reporting is completed timely and accurately.

Form Approved

The public report burden for this information collection is estimated to average 380 hours annually. OMB No. 2125-0032

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO
	YEAR ENDING (mm/yy): 12/24
This Information From The Records Of: Town of Erie	Prepared By: Brittany Meyers

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Receipts from local sources:	
1. Local highway-user taxes	
a. Motor Fuel (from Item I.A.5.)	
b. Motor Vehicle (from Item I.B.5.)	
c. Total (a.+b.)	
2. General fund appropriations	$ 3,670,585.54
3. Other local imposts (from page 2)	$ 8,797,068.06
4. Miscellaneous local receipts (from page 2	$ 1,281,037.08
5. Transfers from toll facilities	
6. Proceeds of sale of bonds and notes:	
a. Bonds - Original Issues	
b. Bonds - Refunding Issues	
c. Notes	
d. Total (a. + b. + c.)	$ -
7. Total (1 through 6)	$ 13,748,690.68
B. Private Contributions	
C. Receipts from State government (from page 2)	$ 3,540,694.51
D. Receipts from Federal Government (from page 2)	$ -
E. Total receipts (A.7 + B + C + D)	$ 17,289,385.19

III. EXPENDITURES FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Local highway expenditures:	
1. Capital outlay (from page 2)	$ 8,460,807.19
2. Maintenance:	$ 2,450,272.22
3. Road and street services:	
a. Traffic control operations	$ -
b. Snow and ice removal	
c. Other	
d. Total (a. through c.)	$ -
4. General administration & miscellaneous	$ 2,336,041.34
5. Highway law enforcement and safety	
6. Total (1 through 5)	$ 13,247,120.75
B. Debt service on local obligations:	
1. Bonds:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	$ -
2. Notes:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	$ -
3. Total (1.c + 2.c)	$ -
C. Payments to State for highways	
D. Payments to toll facilities	
E. Total expenditures (A.6 + B.3 + C + D)	$ 13,247,120.75

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				$ -
1. Bonds (Refunding Portion)				$ -
B. Notes (Total)				$ -

V. LOCAL ROAD AND STREET FUND BALANCE (RECEIPTS AND DISBURSEMENTS ONLY)

A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
$ 26,098,602.53	$ 17,289,385.19	$ 13,247,120.75	$ 30,140,866.97	$ -

Notes and Comments:

FORM FHWA-536 (Rev.06/2000) PREVIOUS EDITIONS OBSOLETE Excel (Next Page)

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO
	YEAR ENDING (mm/yy): 12/24

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		**A.4. Miscellaneous local receipts:**	
a. Property Taxes and Assesments		a. Interest on Investments	$ 1,281,037.08
b. Other local imposts:		b. Traffic Fines & Penalties	
1. Sales Taxes		c. Parking Garage Fees	
2. Infrastructure & Impact Fees	$ 4,932,465.51	d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	$ 3,864,602.55	g. Other Misc. Receipts	
6. Total (1. through 5.)	$ 8,797,068.06	h. Other	
c. Total (a. + b.)	$ 8,797,068.06	i. Total (a. through h.)	$ 1,281,037.08
(Carry forward to page 1)		*(Carry forward to page 1)*	

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		**D. Receipts from Federal Government**	
1. Highway-user taxes (from Item I.C.5.)	$ 1,180,996.29	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	$ 108,543.87	d. Federal Transit Administration	
d. DOLA Grant		e. U.S. Corps of Engineers	
e. Other	$ 2,251,154.35	f. Other Federal ARPA	
f. Total (a. through e.)	$ 2,359,698.22	g. Total (a. through f.)	$ -
4. Total (1. + 2. + 3.f)	$ 3,540,694.51	3. Total (1. + 2.g)	$ -
(Carry forward to page 1)		*(Carry forward to page 1)*	

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			$ -
b. Engineering Costs			$ -
c. Construction:			
(1). New Facilities			$ -
(2). Capacity Improvements		$ 4,316,371.64	$ 4,316,371.64
(3). System Preservation		$ 4,144,435.55	$ 4,144,435.55
(4). System Enhancement And Operation			$ -
(5). Total Construction (1)+(2)+(3)+(4)	$ -	$ 8,460,807.19	$ 8,460,807.19
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	$ -	$ 8,460,807.19	$ 8,460,807.19
(Carry forward to page 1)			

Notes and Comments:

FORM FHWA-536

TOWN OF ERIE
CORRECTIVE ACTION PLAN
YEAR ENDED DECEMBER 31, 2024

The Town of Erie respectfully submits the following corrective action plan for the year ended December 31, 2024.

The findings from the schedule of findings and questioned costs are discussed below. The findings are numbered consistently with the numbers assigned in the schedule.

FINDINGS—FINANCIAL STATEMENT AUDIT

MATERIAL WEAKNESS

2024-001 Material Weakness in Internal Control over Financial Reporting

Recommendation: Management should implement a monthly or quarterly financial closing process to assure that all significant matters impacting the financial statements are evaluated for compliance with GAAP and reconciled regularly.

Explanation of Disagreement with Audit Finding: There is no disagreement with the audit finding.

Action Taken in Response to Finding: The Town agrees that monthly and/or quarterly maintenance of the trial balance and monthly closing processes, as well as year-end closing entries should be controlled by formal process. The Town plans to continue to improve this process via updates to standard order of procedure (SOP) and task checklist for accounting staff to reference for both monthly and year end entries.

Name of the Contact Person Responsible for Corrective Action: Sara Hancock, Finance Director

Planned Completion Date for Corrective Action Plan: December 2025

TOWN OF ERIE
CORRECTIVE ACTION PLAN
YEAR ENDED DECEMBER 31, 2024

FINDINGS—FEDERAL AWARD PROGRAMS AUDITS

DEPARTMENT OF TREASURY

2024-002 COVID-19 Coronavirus State and Local Fiscal Recovery Funds – Assistance Listing No. 21.027

Recommendation: The Town should update all contracts to include a suspension and debarment paragraph to verify status with every renewal or collecting certification from the proposed entity. Additionally, the Town should update procedures to ensure that a vendor's status is checked in SAM.gov prior to contracting with vendor.

Explanation of Disagreement with Audit Finding: There is no disagreement with the audit finding.

Action Taken in Response to Finding: The Town agrees that suspension and debarment documentation was not properly kept. The Town has updated the Procurement Policy to include a process for requisition review by the Grants Manager or designee. This review will include confirmation of vendor status in SAM.gov prior to approval in the accounting system. The Town has met with their legal counsel to discuss updating all contract templates to include a clause or condition regarding suspension and debarment. This review will be completed by the finance department prior to entering into the contract with each entity. The documentation should include the certification from the vendor or reference the contract that includes the clause or condition regarding suspension and debarment.

Name of the Contact Person Responsible for Corrective Action: Sara Hancock, Finance Director

Planned Completion Date for Corrective Action Plan: The Purchasing Policy was updated in April 2025 to include the checking of SAM.gov in the requisition process prior to the issuance of a purchase order to commence work. The Town will continue to work with legal counsel to update contract templates to include a clause or condition regarding suspension and debarment.

If the Department of the Treasury has questions regarding this plan, please call Sara Hancock, Finance Director at 303-926-2750.

TOWN OF ERIE
CORRECTIVE ACTION PLAN
YEAR ENDED DECEMBER 31, 2024

DEPARTMENT OF TRANSPORTATION

2024-003 Airport Improvement Program – Assistance Listing No. 20.106

Recommendation: The Town should continue its efforts to strengthen internal controls to ensure continuous monitoring and review of project obligations resulting in reports that are submitted in compliance with the grant requirements.

Explanation of Disagreement with Audit Finding: There is no disagreement with the audit finding.

Action Taken in Response to Finding: The Town utilized an outside consultant for this grant. Going forward the Town will ensure that the Grants team and the Department utilizing the outside consultants work closely together to monitor the status of reporting and review any reports prepared by any consultants for accuracy.

Name of the Contact Person Responsible for Corrective Action: Sara Hancock, Finance Director

Planned Completion Date for Corrective Action Plan: October 2025

If the Department of the Transportation has questions regarding this plan, please call Sara Hancock, Finance Director at 303-926-2750.

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Town of Erie

Annual Comprehensive Financial Report – Financial Audit and Single Audit

Meeting with the Town Council – FY24 Audit Results

October 14, 2025

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Agenda

- Audit scope and process
- Audit opinions and communications
- Upcoming GASB pronouncements

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Audit Scope

- Report on the Town's financial statements
- Required governance communications letter
- Report on internal control over financial reporting and other matters (related to the financial statements)
- Report on internal control over compliance with major program requirements (related to federal awards)
- Findings and Recommendations

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Audit Process

RISK-BASED APPROACH

- Internal controls
- IT review
- Significant estimates
- Implementation of GASB Stmt. No. 101, *Compensated Absences*
- Single Audit – major programs testwork



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AUDIT OPINIONS

Financial statements

Financial statement audit opinion is **unmodified**.

Federal awards

Federal awards audit opinion is **modified** for the COVID-19 ARPA SLFRF program (procurement, suspension and debarment requirement only). **Unmodified** for the rest of the programs/requirements**.**



AUDIT RESULTS

Financial statements

One material weakness noted.

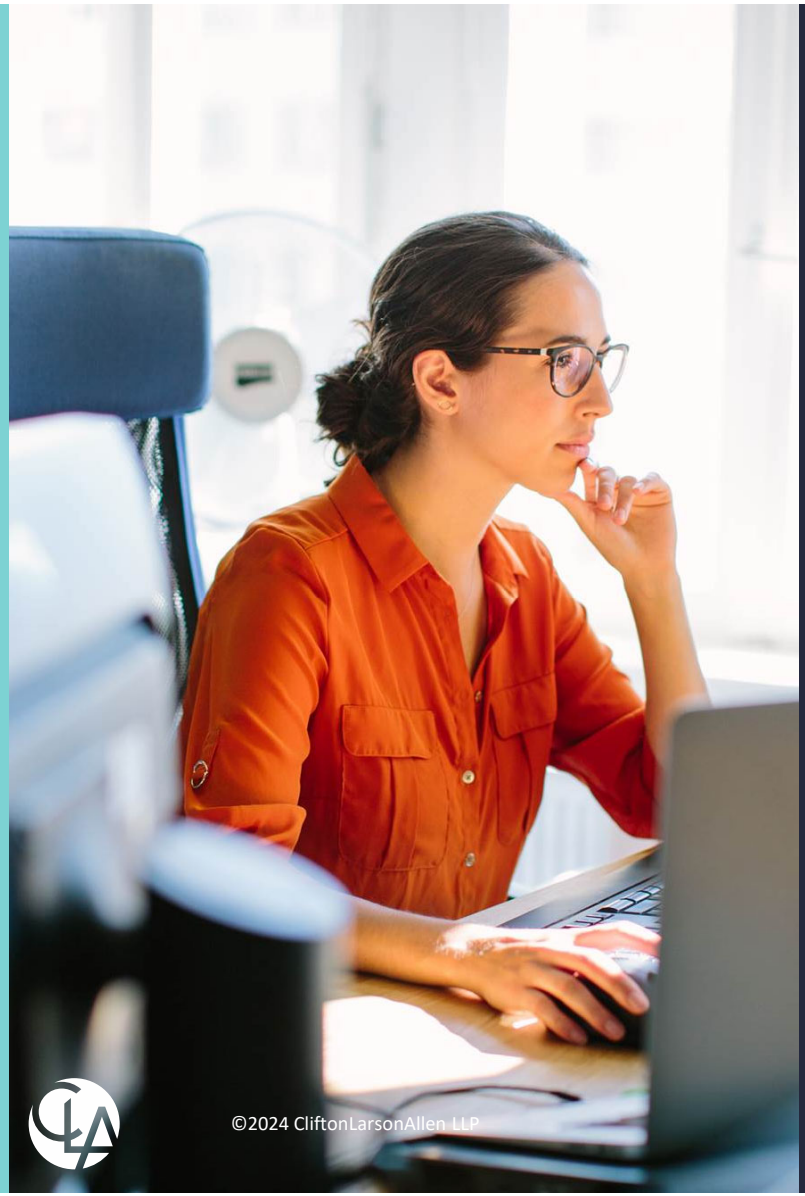
Federal awards

One material weakness noted.

One significant deficiency noted.

Three federal programs were tested: COVID-19 ARPA SLFRF program, Hazard Mitigation Grant, and Airport Improvement Program.

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Finding # 2024 – 001

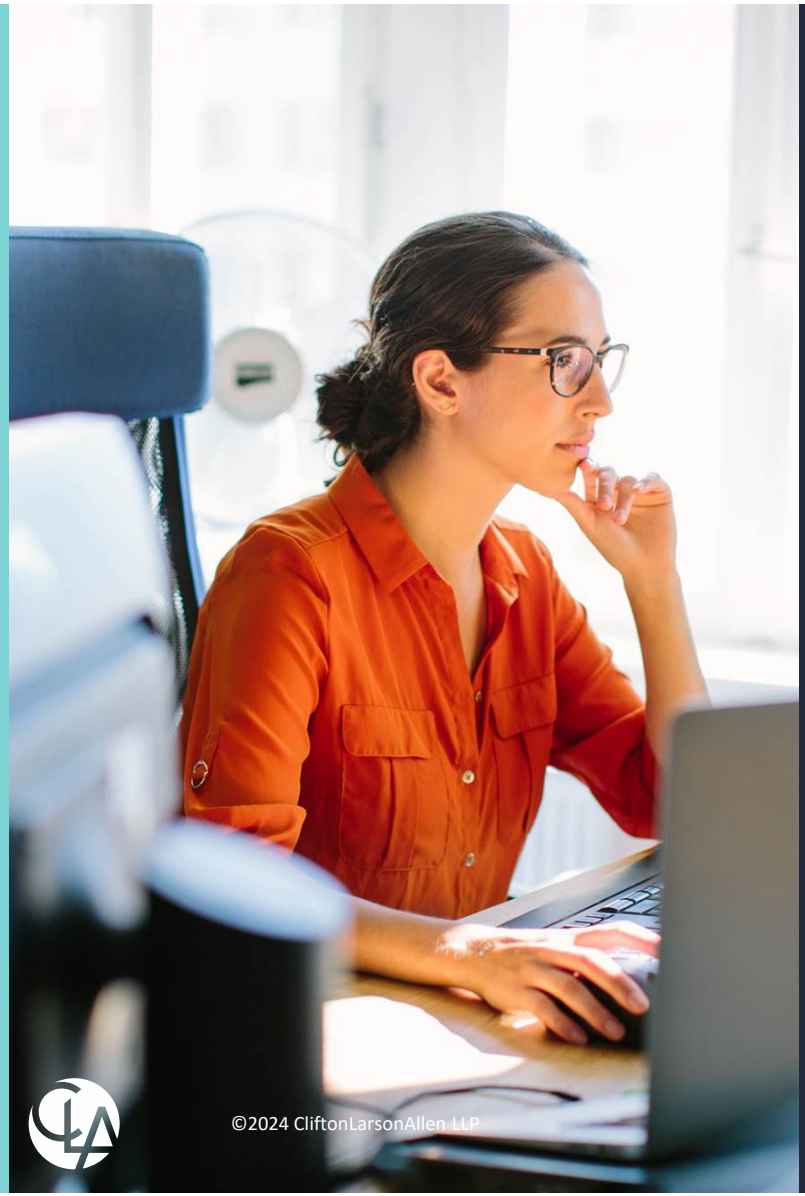
Material Weakness in Internal Control over Financial Reporting

Several audit adjustments and revisions were necessary to properly state balances at year-end, which include:

- Year-end accruals, cash reconciliation, developer deposit payables, negative cash balance adjustments and fund balance.
- Significant year-end adjustments related to grant activity were necessary but not corrected in the general ledger in a timely manner, including the activity related to the unearned grant revenue and deferred inflows for grant revenue which required reevaluation of the audit materiality and audit risk assessment approach.

More details can be found in the 2024 ACFR.

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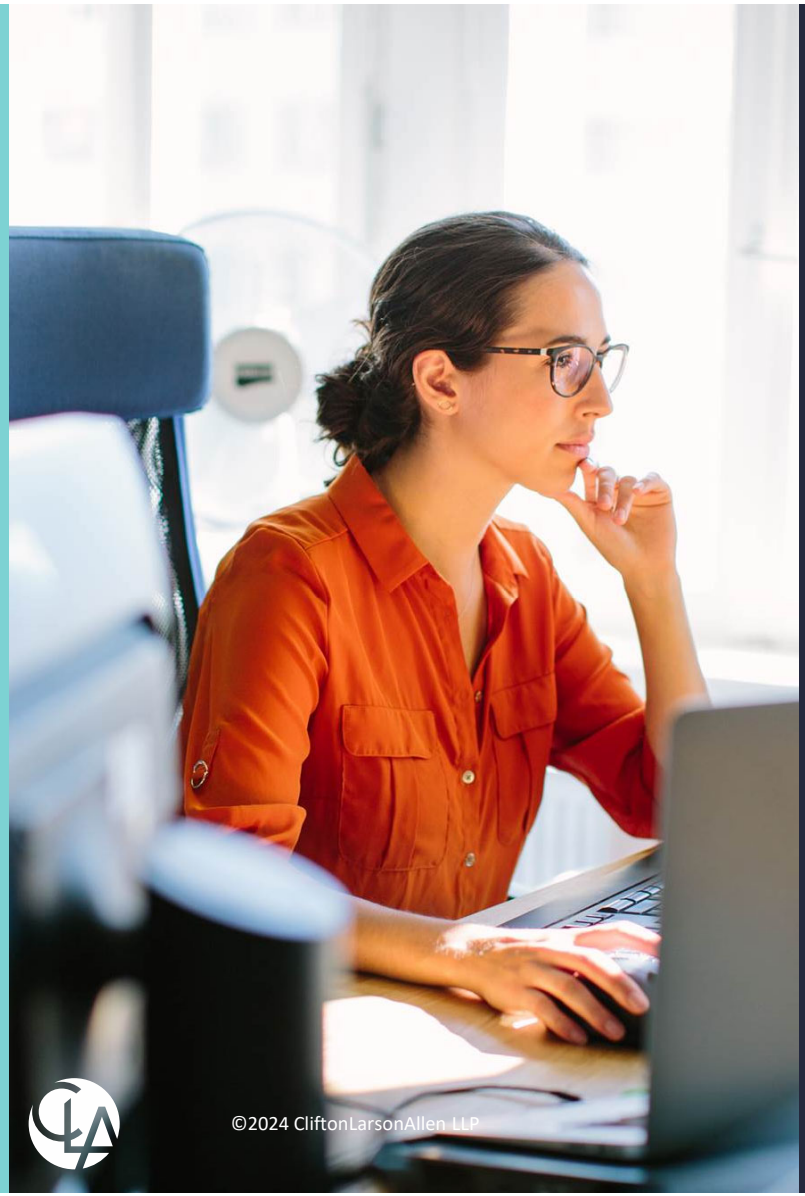


Finding # 2024 – 002

COVID-19 ARPA SLFRF Program – Procurement and Suspension and Debarment
Material Weakness in Internal Control over Compliance, Material Noncompliance (modified opinion)

Condition: The Town does not have adequate internal control procedures in place to monitor compliance with suspension and debarment requirements for contracts. During compliance testing, we noted that two out of four vendors selected for testing had not been checked to verify they were not suspended or debarred prior to the start of the project and both vendors were inactive since at least 2021.

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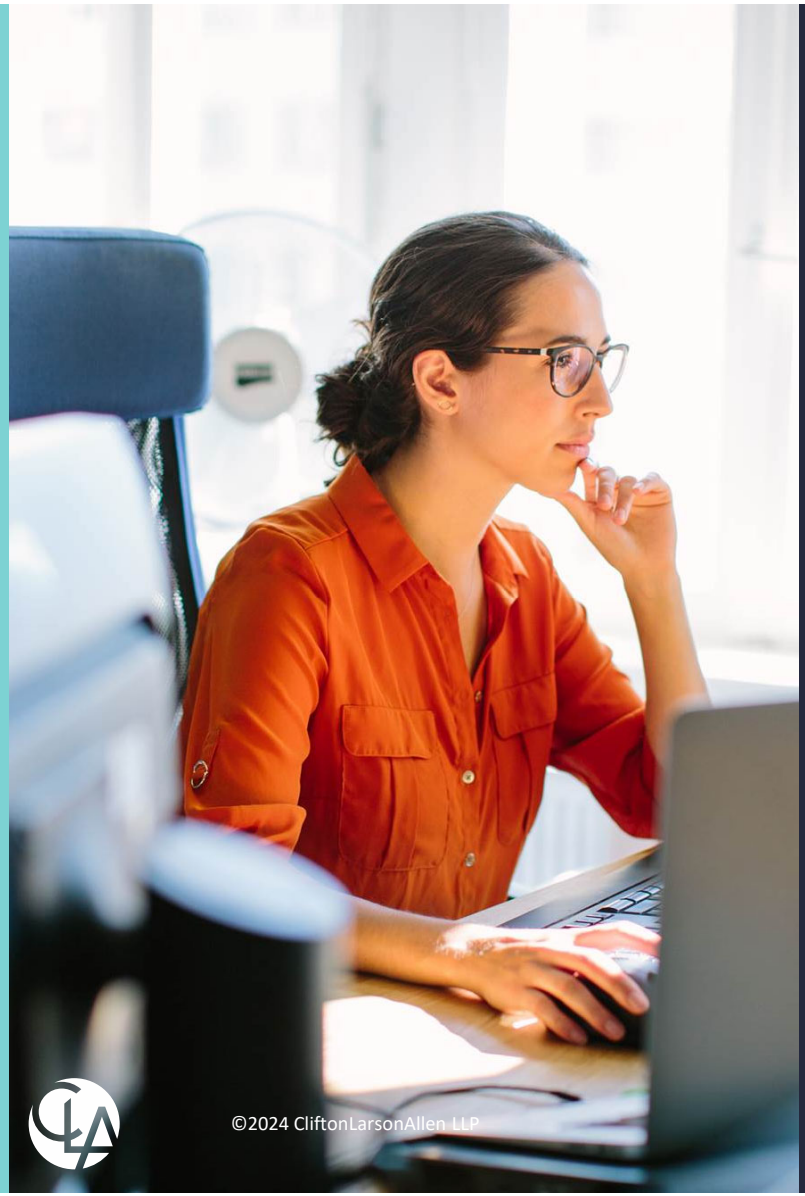


Finding # 2024 – 003

Airport Improvement Program – Reporting Significant Deficiency in Internal Control over Compliance, Other Matters

Condition: The required SF-271 report was not submitted timely and was submitted after being requested for the audit. The required SF 425 report was not accurately completed and not submitted.

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Management Letter Recommendations – no written comments

Information technology

- 5 verbal recommendations were provided to management.

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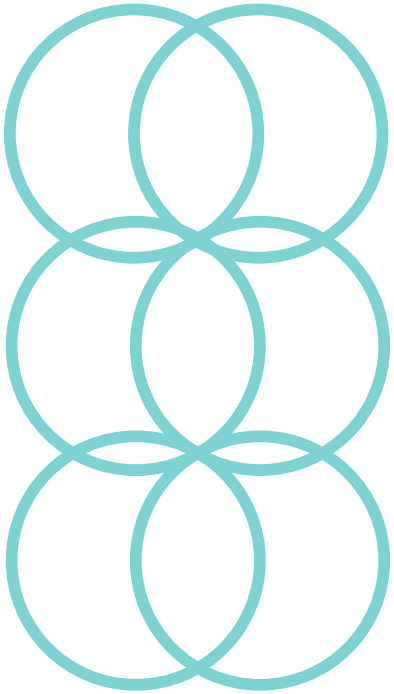
Governance Communications

Overall

- New accounting policy related to implementation of GASB Stmt. No. 101, *Compensated Absences.* No net effect to beginning net position or fund balance.

Difficulties

- No significant difficulties noted.



Estimates

- No particularly sensitive estimates of note

Other

- One uncorrected misstatement related to Subscription Based IT Arrangements (SBITAs) for $487k: implementation costs related to the prior year that were recorded as a reduction in expenses in fiscal year 2024.
- Corrected misstatements summarized within Finding # 2024-001.
- No disagreements with management.
- Signed management representation letter provided.

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Upcoming GASB Standards



Effective for the fiscal year end December 31, 2025

GASB 102, Certain Risk Disclosures



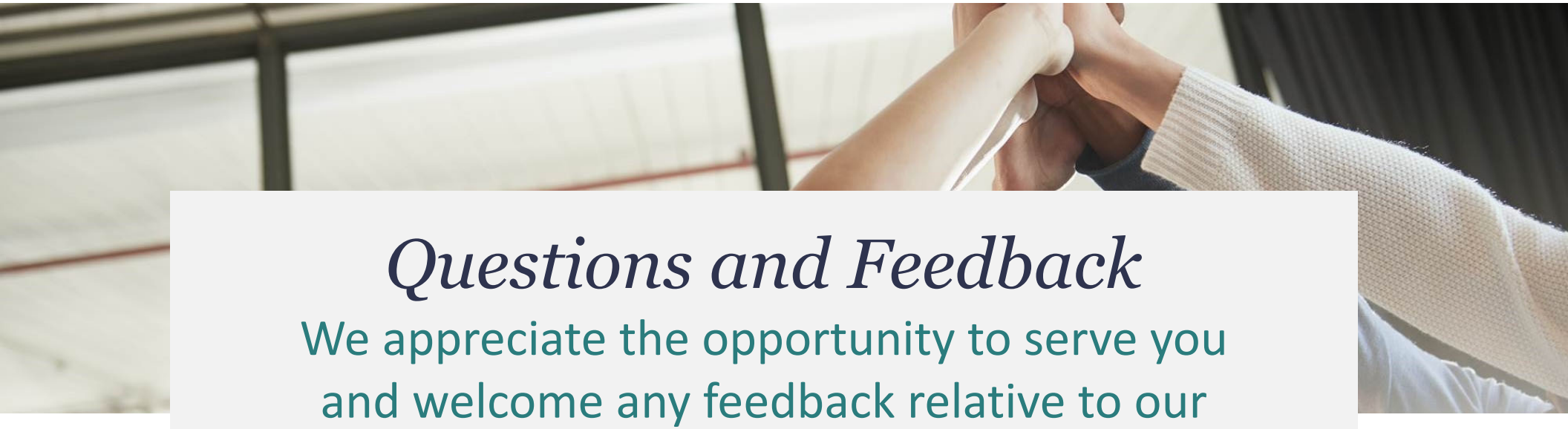
Effective for the fiscal year end December 31, 2026

GASB 103, Financial Reporting Model Improvements

GASB 104, Disclosure of Certain Capital Assets

GASB Implementation Guide 2025-1

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Questions and Feedback

We appreciate the opportunity to serve you and welcome any feedback relative to our performance and to the engagement.

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Allison Slife, CPA
Principal, State and Local Government
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Town Council

Board Meeting Date: 10/14/2025

File #: 25-536, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Expressing the Intent of the Town to be Reimbursed for Certain Expenses Relating to the Construction of Certain Public Improvements

DEPARTMENT: Finance

PRESENTER(S): Sara Hancock, Director of Finance

TIME ESTIMATE: 15 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY: N/A

POLICY ISSUES:
Per Council direction, this resolution allows the process of Certificates of Participation (COPs) issuance for the Public Safety expansion and mine mitigation projects to proceed.

STAFF RECOMMENDATION:
Staff recommends approving the resolution.

SUMMARY/KEY POINTS
Council directed staff to proceed with the issuance of Certificates of Participation (COPs) for the Public Safety building expansion, Town Center mine mitigation, and Erie Community Center mine mitigation.

- This resolution allows the projects to begin the contracting and encumbrance process while the COPs are issued.
- The resolution provides for the reimbursement of certain costs incurred by the Town prior to the receipt of any proceeds of the financing mechanism.
- Town staff will bring initial agreements for these projects to Council for approval, referencing this resolution. This resolution will allow the appropriation of the financing ahead of issuance.
- This resolution only authorizes the reimbursement of funds and currently does not appropriate any funds.

BACKGROUND OF SUBJECT MATTER:

The Town of Erie Town Council and staff have engaged in ongoing discussions on the funding mechanism for both the Erie Public Safety Building expansion, as well as Town Center and Erie Community Center (ECC) mitigation projects. After the Council's September retreat, Council gave staff direction to proceed with the issuance of Certificates of Participation (COPs) for these projects. The total estimated cost for the Public Safety building is $40 million, Town Center mitigation is $5.1 million, and the ECC mitigation is $2 million. The total estimated COP issuance will be $47.1 million.

The 2025 Budget currently includes $35,518,368 in the Police Facilities Impact Fund for the Public Safety Building expansion, to be funded by the debt issuance of the COPs. Additionally, the 2026 Capital Budget includes mine mitigation for both the Town Center and ECC projects. While the issuance process begins, facilitated by the Town's financial advisors and bond counsel, this resolution provides that the Town can proceed with Requests for Proposals, contracting, and spending for these projects. The funds will then be reimbursed at the time of issuance to the corresponding project and the remaining balance available for the completion of the project. This is typical practice when issuing debt, as it allows the projects to proceed in a timely manner while the issuance is completed.

The Town has sufficient cash on hand to fund any expenses ahead of the issuance and will account for those in the supplemental budget, if the appropriation is not yet in place. The Public Safety building has sufficient budget appropriation, however the Town Center and ECC projects are scheduled for 2026. If either of these projects need 2025 appropriation to proceed, this resolution will ensure that those funds will be reimbursed to the Town with the issuance of the COPs.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

☐ Attractive Community Amenities
☐ Engaged and Diverse Community
☐ Prosperous Economy
☐ Well-Maintained Transportation Infrastructure
☐ Small Town Feel
☐ Safe and Healthy Community
☒ Effective Governance
☐ Environmentally Sustainable
☒ Fiscally Responsible

ATTACHMENT(S):

1. Resolution

Town of Erie
Resolution No. 25-160

A Resolution of the Town Council of the Town of Erie Expressing the Intent of the Town to be Reimbursed for Certain Expenses Relating to the Construction of Certain Public Improvements

Whereas, the Town, is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX, § 6 of the Colorado Constitution and the Erie Home Rule Charter;

Whereas, the members of the Erie Town Council have been duly appointed and qualified;

Whereas, the Town intends to construct certain capital improvements for the Town including a police facility (the "Project");

Whereas, the Town Council has determined that it is in the best interest of the Town to finance the Project through a tax-exempt financing which may include the issuance of certificates of participation, lease financing obligations; or by any other means legally available to the Town;

Whereas, the Town Council has determined that it is necessary to make capital expenditures to acquire and construct the Project prior to the time that the Town arranges for the specific financing of such Project;

Whereas, it is the Town's reasonable expectation that when such financing occurs, the capital expenditures will be reimbursed with the proceeds of the financing; and

Whereas, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), it is the Town's desire that this resolution shall constitute the "official intent" of the Town Council to reimburse such capital expenditures within the meaning of Treasury Regulation § 1.150-2.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. All action not inconsistent with the provisions of this resolution heretofore taken by the Town and its officers, employees and agents and directed toward the tax-exempt financing is hereby ratified, approved and confirmed.

Section 2. The Town intends to finance approximately $50,000,000 to pay the costs of the Project, including the reimbursement of certain costs incurred by the Town prior to the receipt of any proceeds of a financing, upon terms acceptable to the Town,

as authorized in an ordinance to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith.

Section 3. The officers, employees and agents of the Town shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by this Resolution.

Section 4. The Town shall not use reimbursed moneys for purposes prohibited by Treasury Regulation § 1.150-2(h).

Section 5. This Resolution is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation § 1.150-2.

Adopted this ___ day of _____, 2025.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

645 Holbrook Street
Erie, CO 80516

TOWN OF ERIE

Town Council

Board Meeting Date: 10/14/2025

File #: 25-570, **Version:** 1

SUBJECT:
EXECUTIVE SESSION: 1) to hold a conference with the Town Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding Erie Highlands Metro District 1 and 2) to hold a conference with the Town Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), all regarding the Erie Town Center

DEPARTMENT: Administrative Operations

PRESENTER(S):

TIME ESTIMATE: 60 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
NA

POLICY ISSUES:
NA

STAFF RECOMMENDATION:
NA

SUMMARY/KEY POINTS
NA

BACKGROUND OF SUBJECT MATTER:
NA