TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Agenda

Town Council

Tuesday, January 13, 2026 | **6:30 PM** | **Council Chambers**

Regular Meeting

Link to Watch or Comment Virtually: www.erieco.gov/CouncilMeeting

I. Call Meeting to Order and Pledge of Allegiance

6:30 p.m.

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

6:30-6:35 p.m.

2026-9 Approval of the December 16, 2025 Town Council Meeting Minutes

Attachments: 12-16-2025 Council Minutes

2026-10 Martin Luther King Jr. Day Proclamation; Sponsors: Councilmember Emily Baer and Mayor Andrew J. Moore

Attachments: Martin Luther King Jr. Day Proclamation

2026-48 Proclamation - National Radon Action Month; Sponsor Mayor Andrew J. Moore

Attachments: Proclamation - National Radon Action Month

2026-6 A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with RCD Construction, Inc. for the Vista Ridge Ponds A19 and A20.

Attachments: Resolution 26-010
Construction Contract
Vicinity Map
Vista Ridge Pond A-19.pdf
Vista Ridge Pond A-20.pdf

2026-11 A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with CTL Thompson, Inc. for

Engineering Services for Erie Town Center

Attachments: Resolution 26-002

CTL Thompson PSA - Final Signed

2026-12 A Resolution of the of the Town Council of the Town of Erie Adopting the Town's Fee Schedule for 2026

Attachments: 2026 Fee Schedule

Resolution 26-011

2026-15 A Resolution of the Town Council of the Town of Erie Approving a Fifth Amendment to Agreement for Services with KG Facility Solutions, Inc. for Janitorial Services

Attachments: Resolution 26-012

Amendment

2026-17 A Resolution of the Town Council of the Town of Erie Approving the Fourth Amendment to Agreement for Professional Services with Wenk & Associates, Inc. for the Schofield Farm Concept Design

Attachments: Resolution 26-006

Fourth Amendment

2026-18 A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to the Five-Year Intergovernmental Agreement with Boulder County Community Services for Two Dedicated Co-Responders

Attachments: Resolution 26-004

Town of Erie IGA Amendment Summary

Exhibit A Statement of Work 2026

Exhibit B Second Amendment to IGA

Original IGA

2026-26 A Resolution of the Town Council of the Town of Erie Adopting the Town's Three-Mile Plan

Attachments: Resolution 26-013

2026-35 A Resolution of the Town Council of the Town of Erie Consenting to the Mayor's Appointment of Weld County Commissioner Scott James to the Town of Erie Urban Renewal Authority Board

Attachments: Resolution 26-008

Weld County Nomination of Commissioner James

2026-56 A Resolution of the Town Council of the Town of Erie Approving the 2026 Council Work Plan

Attachments: 2026 Work Plan 2026.01.13

Draft Work Plan showing additions from the Jan. 6 Council Meeting

Resolution 26-014

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

6:35-6:45 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

2026-39 An Ordinance Concerning the Financing of the Acquisition and Construction of a Police Facility and Related Improvements and Other Capital Improvements of the Town, and In Connection Therewith Authorizing the Execution and Delivery By the Town of A Site Lease Agreement, A Lease Purchase Agreement, and Other Documents Related Thereto; and Providing Other Matters Related Thereto

Attachments: Presentation

Ordinance 001-2026

Indenture

Site Lease - 2026 COPs

Lease - 2026 COPs

Continuing Disclosure Certificate

6:45-7:15 p.m.
Presenter(s): *Sara Hancock, Director of Finance*
Mattie Prodanovic, Hilltop Securities

2026-38 A Resolution of the Town Council of the Town of Erie Adopting the Americans with Disabilities Act (ADA) Access Audit and Transition Plan

Attachments: Memo

Presentation

TOWN OF ERIE FINAL REPORT 202502

Resolution 26-007

7:15-7:45 p.m.
Presenter(s): *Lori Wisner, Risk and ADA Manager*
John McGovern, WT Group AEC, LLC Accessibility Practice
Tatum Storey, WT Group AEC, LLC Accessibility Practice

2026-14 A Resolution of the Town Council of the Town of Erie Approving the Distribution of Funding Through the 2026 Grants to Communities Program

Attachments: Resolution 26-015 - Option 1

Resolution - Option 2

7:45-8:05 p.m.

Presenter(s): Meredyth Muth, Director of Administrative Services & Operations
Lee Mathis, Police Chief
David Pasic, Director of Public Works
David Frank, Director of Environmental Services
Brandon Grasmick, Recreation Coordinator Special Events

VII. Council Member Reports and Announcements

8:05-8:20 p.m.

VIII. Executive Session

2026-60 EXECUTIVE SESSION: (1) 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 consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); for which a topic cannot be disclosed without compromising the purpose of the executive session; 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)(e) and 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 intergovernmental agreements.

8:20-9:35 p.m.

IX. Adjournment

9:35 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: 1/13/2026

File #: 2026-9, **Version:** 1

SUBJECT:
Approval of the December 16, 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 December 16, 2025 Town Council meeting.

SUMMARY/KEY POINTS
NA

BACKGROUND OF SUBJECT MATTER:
NA

ATTACHMENT(S):
1. 12-16-2025 Council Minutes

TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

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

Special Meeting

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

I. Call Meeting to Order and Pledge of Allegiance

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

II. Roll Call

Councilmember Hoback arrived at 7:45 p.m.

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

III. Approval of the Agenda

Mayor Pro Tem Bell made a motion to approve the agenda. Councilmember Mortellaro seconded the motion. The motion passed by the following vote at 6:01 p.m.

Ayes 6 - Mayor Moore
Mayor Pro Tem Bell
Councilmember Pesaramelli
Councilmember O'Connor
Councilmember Baer
Councilmember Mortellaro

Absent 1 - Councilmember Hoback

IV. Consent Agenda

25-613 A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with Facilities Contracting, LLC for the Erie Community Park Ballfields Maintenance Building Expansion Project

Attachments: Resolution 25-214
Contract

25-614 An Ordinance of the Town Council of the Town of Erie Granting a Utility

Easement to Public Service Company of Colorado and Approving the Associated Easement Agreement

Attachments: Ordinance 038-2025

Easement Agreement

25-663 A Resolution of the Town Council of the Town of Erie Approving the Amendment to Extend the Community Development Block Grant Program Home Repair Program Subrecipient Agreement with Weld County and the Colorado State Historic Preservation Office

Attachments: Resolution 25-217

#24-4 Erie Home Rehab Subrecipient Agreement

#24-4 Erie CDBG Amend to Extend Subrecipient Agreement

Councilmember Baer made a motion to approve the Consent Agenda. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 6:03 p.m.

Ayes 6 - Mayor Moore
Mayor Pro Tem Bell
Councilmember Pesaramelli
Councilmember O'Connor
Councilmember Baer
Councilmember Mortellaro

Absent 1 - Councilmember Hoback

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

Mayor Moore opened Public Comment at 6:03 p.m.

The following spoke about:
1. Meg Noffsinger spoke about flooding at her home in Lafferty Ranch.

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

VI. General Business

25-665 PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Approving a Settlement Agreement with Stratus Redtail Ranch, LLC, to Settle Pending Litigation in Weld County District Court

Attachments: #1 Resolution 25-216
#2 Staff Summary Memo
#3 Applicant Presentation
#4 Exhibits
#5 Redtail Settlement Agmnt Package 12.12.25
#6 Amended Complaint
#7 Environmental Conditions Report - May 2025
#8 Pinyon Environmental April 2022
#9 CDPHE NO Action Determination December 2020
#10 NAD Petition Link
#11 ESA 2020 Link

Mayor Moore opened the Public Hearing at 6:05 p.m.

Malcolm Fleming, Town Manager, introduced the item at 6:06 p.m.

The following spoke:
1. Jeff Baer
2. Shavonne Blades
3. Kim McConnell
4. Liz Fisher
5. Jim Briars
6. Christiaan van Woudenberg
7. Tim Sonmore
8. Julie Daniel signed up to speak did not appear.
9. Jennie Sonmore
10. Kaycee Headrick
11. Monica Korber

With no additional speakers in person or online virtually, Mayor Moore closed the Public Comment portion of the Public Hearing at 6:37 p.m.

Leyla Gonzales, Terracina Design, presented at 6:44 p.m.

Mayor Pro Tem Ball made a motion to approve Resolution 25-216. Councilmember Mortellaro seconded the motion. The motion passed by the following vote at 9:02 p.m.

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

Nayes 3 - Councilmember Pesaramelli
Councilmember Baer
Councilmember Hoback

25-659 A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with Alameda Mineral Advisors

Attachments: Resolution 25-218

Alameda Mineral Advisors Agreement for Professional Services and Scope of Work
Alameda Mineral Advisors Mineral Valuation Representation Proposal

David Frank, Director of Environmental Services, presented the item at 9:03 p.m.

Mayor Pro Tem Bell made a motion to approve Resolution 25-218. Councilmember Mortellaro seconded the motion. The motion passed by the following vote at 9:30 p.m.

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

Nayes 3 - Councilmember Pesaramelli
Councilmember Baer
Councilmember Hoback

25-581 An Ordinance of the Town Council of the Town of Erie Adding a New Section 6-11-20 to the Erie Municipal Code to Regulate the Operation of Electric-Assisted Bicycles

Attachments: Ordinance 037-2025

This is a discussion item only; no vote will be taken. Lee Mathis, Police Chief, presented the item at 9:40 p.m.

25-465 An Ordinance of the Town Council of the Town of Erie Restricting Open Burning in the Town

Attachments: Ordinance 029-2025

This is a discussion item only; no vote will be taken. Lee Mathis, Police Chief, presented the item at 10:03 p.m.

IX. Executive Session to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees, 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), concerning the Town Manager's evaluation and contract

Mayor Pro Tem Bell made a motion to go into Executive Session. Councilmember Mortellaro seconded the motion. The motion passed by the following vote at 10:20 p.m.

Mayor Moore indicated that the meeting will be adjourned at the end of Executive Session.

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

X. Adjournment

Approved _____
Mayor

Attest _____
Town Clerk

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-10, **Version:** 1

SUBJECT:
Martin Luther King Jr. Day Proclamation; Sponsors: Councilmember Emily Baer and Mayor Andrew J. Moore

DEPARTMENT: Human Resources

PRESENTER(S): Kat Hazel-Shimko, Human Resources Business Partner
Councilmember Emily Baer, Sponsor
Mayor Andrew J. Moore, Sponsor

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

FISCAL SUMMARY:
N/A

POLICY ISSUES:
Proclamation

STAFF RECOMMENDATION:
Approve the Proclamation

SUMMARY/KEY POINTS

- Honors Dr. Martin Luther King Jr.'s enduring legacy of justice, equality, nonviolence, and service.
- Affirms the Town's commitment to equity, inclusion, dignity, and respectful community engagement.
- Encourages residents to reflect on Dr. King's teachings and participate in service that strengthens the community.

BACKGROUND OF SUBJECT MATTER:
Martin Luther King, Jr. Day is a federal holiday honoring the life and legacy of Dr. Martin Luther King, Jr., whose leadership in the Civil Rights Movement advanced equality, voting rights, and nonviolent social change. Observed on the third Monday in January, the holiday also serves as the nation's only

designated Day of Service, encouraging reflection on Dr. King's teachings and meaningful community action.

The proclamation affirms the Town's commitment to equity, inclusion, and civic engagement.

ATTACHMENT(S):

1. Proclamation

Martin Luther King Jr. Day Proclamation

Whereas, Dr. Martin Luther King, Jr.'s leadership in the American Civil Rights Movement helped dismantle institutional segregation, expand voting rights, and advance civil liberties for millions of Americans; and

Whereas, Martin Luther King, Jr., Day is observed each January in recognition of the January 15 birth of Dr. King, with the federal holiday designated on the third Monday of January to encourage national reflection, education, and community service in honor of his life and enduring legacy; and

Whereas, honoring Dr. King's legacy strengthens our collective resolve to build bridges across differences, promote opportunity for all, and ensure that every individual is treated with dignity and fairness; and

Whereas, local governments play a critical role in advancing Dr. King's legacy by modeling fairness, expanding access to opportunity, and fostering inclusive spaces where all voices are welcomed and valued; and

Whereas, this year's theme, "Mission Possible 2: Building Community, Uniting a Nation the Nonviolent Way", reflects the continued relevance of Dr. King's unfinished work and calls for renewed, collective action. This message emphasizes that achieving unity, equity, and justice remains within reach, but only through intentional community-building and a shared commitment to nonviolence; and

Whereas, the ongoing pursuit of justice requires both the courage to move forward and the humility to acknowledge the pain, inequities, and divisions left along the way, calling our community to heal with honesty, lead with compassion, and continue the work of unity envisioned by Dr. Martin Luther King, Jr.; and

Whereas, on Nov. 2, 1983, President Ronald Reagan signed Martin Luther King Jr. Day into law as a U.S. federal holiday, and was first officially observed nationwide on Jan. 20, 1986;

Now therefore, the Town Council does hereby proclaim that Dr. Martin Luther King, Jr. Day be celebrated on January 19, 2026, and asks all residents in the Town of Erie to observe this day with appropriate ceremonies, activities, and programs.

Dated this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Deputy Town Clerk

File #: 2026-48, **Version:** 1

SUBJECT:
Proclamation - National Radon Action Month; Sponsor Mayor Andrew J. Moore

DEPARTMENT: Legislation

PRESENTER(S): Andrew J. Moore, Mayor

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

FISCAL SUMMARY:
N/A

POLICY ISSUES:
The Council can determine topics and causes to highlight in Proclamations.

STAFF RECOMMENDATION:
Approve the Proclamation.

SUMMARY/KEY POINTS
The Rocky Mountain Region is an area noted for high radon potential. Public Health agencies encourage all homeowners to test for and mitigate radon, which is a leading cause of environmental cancer. Testing is simple and inexpensive.

Through this proclamation the Council encourages residents to be informed of the dangers or radon, and complete any necessary mitigation.

ATTACHMENT(S):
1. Proclamation

Proclamation
National Radon Action Month

Whereas, radon gas is an invisible, odorless, radioactive gas that threatens the health of our residents and their families; and radon is a leading environmental cause of cancer mortality in the U.S.;

Whereas, the Colorado Rocky Mountain Region has been ranked Zone 1, an area with the highest radon potential possible, by the U.S. Environmental Protection Agency; and

Whereas, Colorado residential radon data has shown 50% of Colorado homes tested as being at or above the U.S. Environmental Protection Agency Radon Action Level of 4.0 pCi/L (picocuries per liter of air); and

Whereas, any home in Erie may have elevated levels of radon (even if homes in the same neighborhood do not); and

Whereas, supporting recommended radon practices and policies to reduce radon exposure is important to protect our community's health and welfare; and

Whereas, testing for radon is simple and inexpensive; and identified radon problems can be fixed; and

Whereas, Boulder County Public Health, the Colorado Department of Public Health and Environment, the U.S. Environmental Protection Agency, and the American Lung Association are supporting efforts to encourage Americans to test their homes for radon, have elevated levels of radon reduced, and have new homes built with radon-resistant features;

Now therefore I, Andrew J. Moore, on behalf of the Erie Town Council, do hereby proclaim January 1-31, 2026, as National Radon Action Month.

ADOPTED this 13 day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Deputy Town Clerk

TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-6, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with RCD Construction, Inc. for the Vista Ridge Ponds A19 and A20.

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director
Wendi Palmer, Public Works Civil Engineer III

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

FISCAL SUMMARY:

Cost as Recommended:	$1,373,950.26
Balance Available:	$0
Fund	Storm Drainage Operating Fund
Line Item Number:	520-75-110-605000-100149
New Appropriation Required:	Yes, $2,504,695 in 1st Supplemental Rollover

POLICY ISSUES:
Whether to allow unspent funding from 2025 to rollover into 2026, resulting in a new appropriation of $2,504,695, for the construction of planned improvements to Vista Ridge Ponds A19 & A20. Approval of the rollover will allow this agreement to move forward and will be captured in the 1st Supplemental Budget Appropriation in 2026.

STAFF RECOMMENDATION:
Approve the Resolution to award the contract to RCD Construction, Inc. to proceed with this project.

SUMMARY/KEY POINTS

- Construct improvements to existing ponds to improve drainage and maintenance access.
- Neighbors adjacent to the project, HOA and Metro District are aware of this project and have provided feedback.
- Project funding was budgeted in 2025 and will require a rollover in 1st Supplemental for the contract amount.

BACKGROUND OF SUBJECT MATTER:
On Oct. 26, 2021, the Board of Trustees approved Resolution 21-150 regarding an agreement with Vista Ridge Metropolitan District for the Maintenance of Ponds and Sidewalks. In this agreement the Town of Erie agreed to be responsible for maintaining ponds.

On Aug. 15, 2022 the Town entered into a Professional Services Agreement with RESPEC Company LLC, to design Ponds A20 and A19.

Staff posted a request for construction bids on BidNet Direct Nov. 12, 2025, to construct Vista Ridge Ponds A19 and A29.

Contractors submitted the following bids on Dec. 23, 2025.

Contractor	Bid Amount	Bid Bond Included
RCD Construction, Inc.	$1,373,950.26	Yes
GLH Construction, LLC	$1,541,178.05	Yes
Timber Wolf Excavating	$1,561,773.50	Yes
Powell Restoration, Inc.	$1,748,872.10	Yes
Elevated Excavating, Inc.	$1,972,062.00	Yes
Edge Contracting, Inc.	$1,977,145.00	Yes
Duran Excavating, Inc.	$2,117,951.00	Yes
Civil Specialties, Inc.	$2,142,788.53	Yes
Caraveo Const. Inc.	$2,197,000.00	Yes
CPC Constructors, Inc	$2,199,599.00	Yes
Hallmark, Inc	$2,211,088.00	Yes
SMH West LLC	$2,241,024.60	Yes
Alpine Civil Const. Inc.	$2,272,408.10	Yes
Dietzler Const. Corp.	$2,274,401.18	Yes
Standard Concrete, Inc.	$2,457,961.00	Yes
L & M Enterprises, Inc.	$2,550,477.30	Yes
Frontier Env. Services, LLC	$2,721,726.00	Yes

Engineers Estimate $1,932,857.10

RCD Construction, Inc. is the lowest and most qualified bidder.

This project will improve the detention pond outlet structures, add trickle channels, forbays, and maintenance access paths. These improvements will enhance the appearance of the ponds and make

the ponds easier to access for maintenance.

Communication Plan
The Town has contracted with JUB Engineers, Inc. for construction oversight and to assist with neighborhood communication. Prior to construction, flyers will be delivered to property owners who live adjacent to the project. Surrounding neighbors adjacent to these drainage facilities have been engaged and provided input on these projects throughout the years.

Public Works staff will also use the Communications & Community Engagement staff and resources to keep adjacent property owners, the public, Colorado National Golf Course, Vista Ridge HOA and the Vista Ridge Metro District informed as construction activities progress.

ATTACHMENT(S):
1. Resolution 26-010
2. Construction Contract
3. Vicinity Map
4. Vista Ridge Pond A-19
5. Vista Ridge Pond A-20

Town of Erie
Resolution No. 26-010

A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with RCD Construction, Inc., for the Vista Ridge Ponds A19 and A20

Whereas, the Town Council finds it in the best interest of the public health, safety, and welfare to approve the Agreement for Construction Services with RCD Construction, Inc., for the Vista Ridge Ponds A19 and A20 pond improvements.

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

Section 1. The Construction Contract with RCD Construction, 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 Agreement on behalf of the Town.

Adopted this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Construction Contract
Vista Ridge Ponds A19 & A20 (P22-640)

This Construction Contract (the "Contract") is made and entered into this _____ day of January, 2026 (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado municipal corporation (the "Town"), and RCD Construction, Inc., an independent contractor with a principal place of business at 1830 1st Ave., Greeley, CO 80631 ("Contractor") (each a "Party" and collectively the "Parties").

Recitals

A. The Town issued a Request for Bids for the construction of the Project, dated November 12, 2025 ("RFB"), which is incorporated by this reference as if fully set forth here. The Town subsequently issued Addendum 1, Addendum 2, Addendum 3, Addendum 4, Addendum 5 and Addendum 6, all of which are also incorporated by this reference as if fully set forth here.

B. Contractor responded to the RFB and submitted its Bid for the Project on December 23, 2025, which Bid is incorporated by this reference as if fully set forth here.

C. The Town has determined that Contractor submitted the most qualified, responsible and responsive Bid and has selected Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

Agreement

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Contract Documents. The "Contract Documents" for this Project consist of the following:

A. Bid Form (including Bid Summary)
B. Bid Schedule
C. Bidder's Qualification Statement
D. Construction Contract
E. Certificate of Insurance
F. Notice of Award
G. Notice to Proceed
H. Bid Bond
I. Payment and Performance Bond
J. Certificate of Final Payment
K. Certificate of Final Acceptance
L. General Provisions

M. Special Provisions
N. Technical Specifications
O. Construction Drawings
P. Documentation submitted by Contractor prior to Notice of Award
Q. Bid Addenda 1 through 6

Any conflicts or inconsistencies between or among any of the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

2. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with and reasonably inferable from this Contract and the Contract Documents, attached hereto and incorporated herein by this reference, necessary for the successful completion of the Project:

All labor, services, material, and other work necessary for retrofit of Ponds A19 and A20 in the Vista Ridge development with major work elements including: replacement of outlet structures, new concrete forebays, new storm sewers and storm manholes, pond grading and fill, bank grading, concrete trickle channels, new access roads and paths, concrete flat work, construction sediment and erosion control, construction water control, revegetation including seeding & mulching, and accommodation of neighborhood and golf course activities during construction, as identified in the Unit-Price Bid Form and shown or called for in the Contract Documents.

3. Bonds. Within 10 days of the Effective Date, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents. A payment and performance bond is not required for contract amounts under $50,000 unless indicated differently in the Request for Bids or the Contract Documents.

4. Commencement and Completion of Work. Contractor shall commence the Work identified in the Notice to Proceed within 10 days of date of the Notice to Proceed. Substantial Completion of the entirety of the Work for the Project shall be accomplished by Contractor within 210 calendar days of the Notice to Proceed, unless the time within which Contractor is required to achieve Substantial Completion is subsequently extended in accordance with the Contract Documents. Final Completion and Final Acceptance of the Work shall be accomplished within 30 calendar days of the date of Substantial Completion.

5. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, at the unit Bid prices shown in the Bid Schedule and the Unit-Price Bid Form for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed $1,373,950.26. The Town shall be entitled to keep all savings resulting from a difference in total sums finally paid to Contractor and the Contract Price.

5. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least eighty percent (80%) of the Work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* occupational qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

6. Miscellaneous.

a. *Governing Law and Venue*. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof or relating to or arising out of the Contract or the Work shall be brought in District Court in Weld County, Colorado.

b. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract.

c. *Integration*. This Contract, the Contract Documents and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

d. *Third Parties*. There are no intended third-party beneficiaries to this Contract.

e. *Notice*. Any notice under this Contract shall be in writing to the representatives for the Parties and at the addresses set forth below and shall be deemed given (i) by hand delivery, upon receipt thereof; (ii) 3 days after deposit in the U.S. Mail,

postage prepaid, certified mail, return receipt requested; (iii) 1 day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery; or (iv) if delivered electronically, when received by the recipient via e-mail at the e-mail addressed identified below. Either Party may change its address or representative to whom notice must be provided for purposes of this Contract at any time by giving notice of such change to the other Party.

If to the Town:

Name: Todd Fessenden
Title: Utilities Director
Address: 745 Holbrook Street
City/State/Zip Code: Erie, CO 80516
Email Address: tfessenden@erieco.gov

With a copy to:

Name: Breena Meng
Title: Town Attorney
Address: 745 Holbrook Street
City/State/Zip Code: Erie, CO 80516
Email Address: bmeng@erieco.gov

If to the Contractor:

Name: Ryan Domsom
Title: President
Address: 1830 1st Ave.
City/State/Zip Code: Greeley, CO 80631
Email Address: ryan@rcdconstructionco.com

f. *Severability*. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification*. This Contract may only be modified upon written agreement of the Parties.

h. *Assignment*. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity*. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this

Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. *Rights and Remedies.* The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

k. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. The foregoing notwithstanding, in accordance with §24-91-103.6, C.R.S., the Town has appropriated funds in an amount at least equal to the Contract Price and will comply with the requirements of §24-91-103.6, C.R.S., for any approved Change Orders.

In Witness Whereof, this Construction Contract has been executed by the Parties as of the Effective Date.

Town of Erie, Colorado

_____
Andrew J. Moore, Town Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

By: _____
Ryan Domson, President

State of Colorado)
) ss.
County of Weld)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 16th day of January, 2026 by Ryan Domson as President of RCD Construction, Inc.

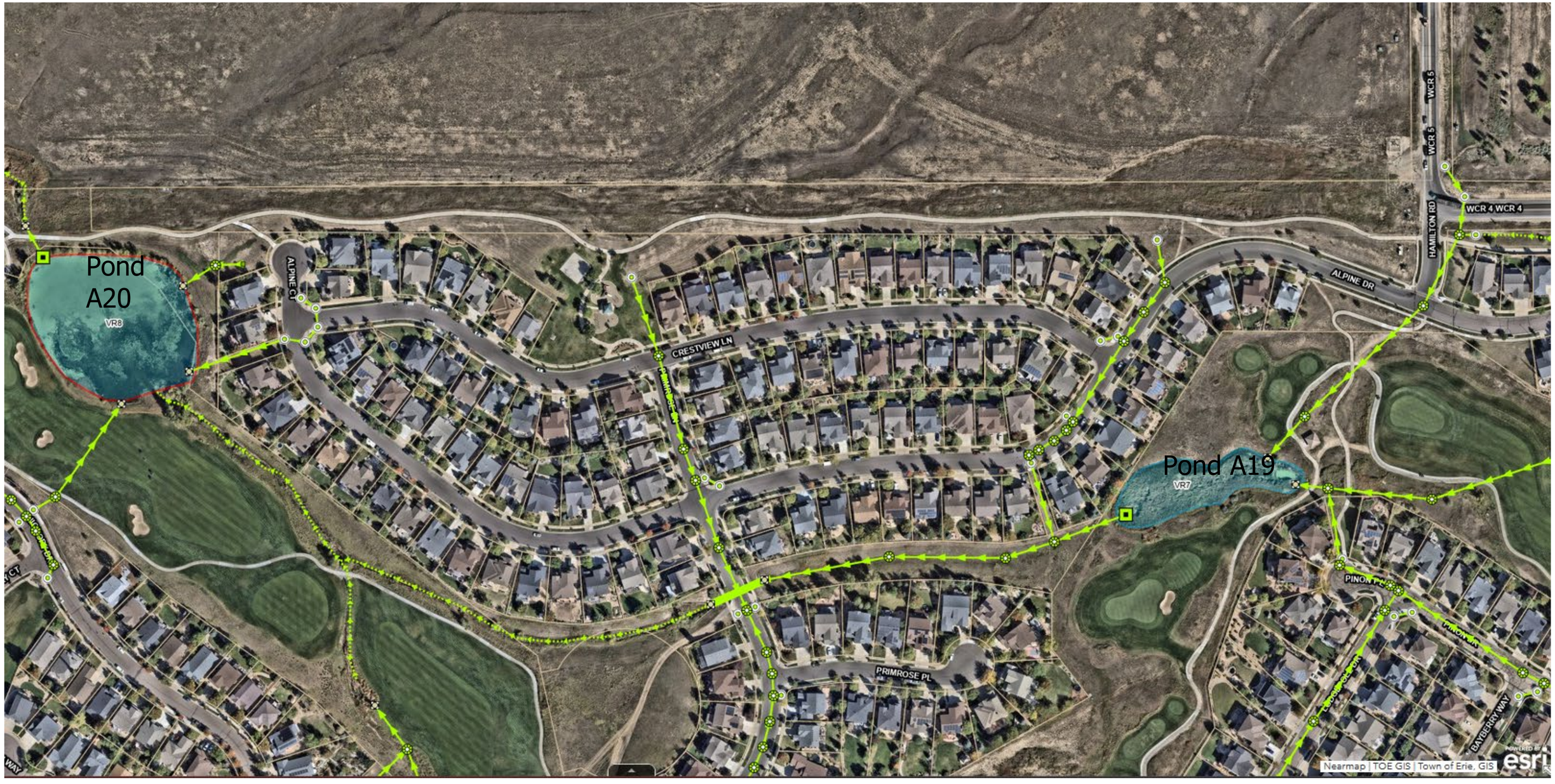
My commission expires: 12/21/2026

(Seal)

CHRISTAL KURTH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224047618
MY COMMISSION EXPIRES 12/21/2026

_____
Notary Public

59613750.1

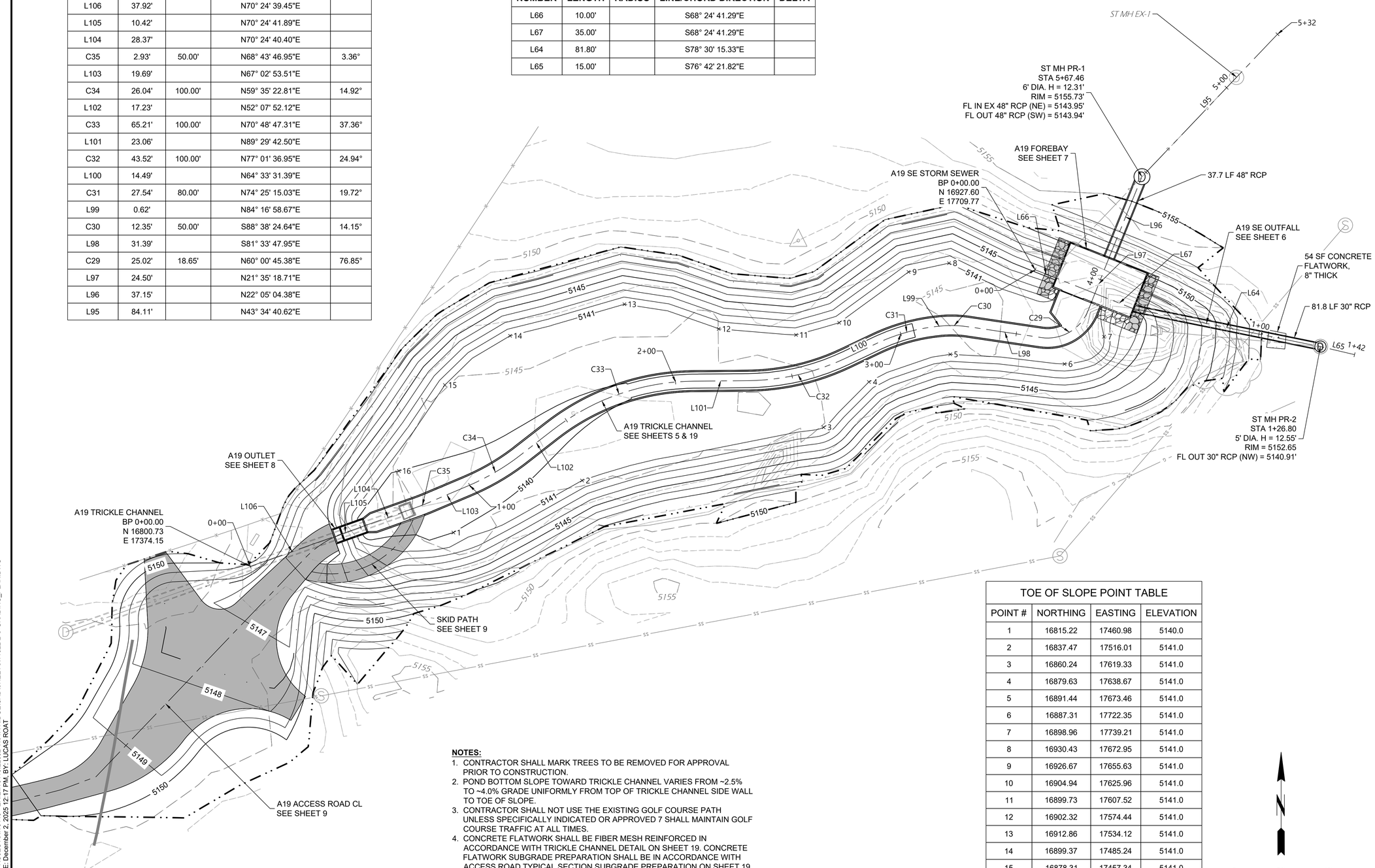


Vicinity Map for
Vista Ridge Ponds A19 & A20

BID SET
NOT FOR CONSTRUCTION

POND A19 TRICKLE CHANNEL				
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA
L106	37.92'		N70° 24' 39.45"E	
L105	10.42'		N70° 24' 41.89"E	
L104	28.37'		N70° 24' 40.40"E	
C35	2.93'	50.00'	N68° 43' 46.95"E	3.36°
L103	19.69'		N67° 02' 53.51"E	
C34	26.04'	100.00'	N59° 35' 22.81"E	14.92°
L102	17.23'		N52° 07' 52.12"E	
C33	65.21'	100.00'	N70° 48' 47.31"E	37.36°
L101	23.06'		N89° 29' 42.50"E	
C32	43.52'	100.00'	N77° 01' 36.95"E	24.94°
L100	14.49'		N64° 33' 31.39"E	
C31	27.54'	80.00'	N74° 25' 15.03"E	19.72°
L99	0.62'		N84° 16' 58.67"E	
C30	12.35'	50.00'	S88° 38' 24.64"E	14.15°
L98	31.39'		S81° 33' 47.95"E	
C29	25.02'	18.65'	N60° 00' 45.38"E	76.85°
L97	24.50'		N21° 35' 18.71"E	
L96	37.15'		N22° 05' 04.38"E	
L95	84.11'		N43° 34' 40.62"E	

POND A19 SE STORM SEWER				
NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA
L66	10.00'		S68° 24' 41.29"E	
L67	35.00'		S68° 24' 41.29"E	
L64	81.80'		S78° 30' 15.33"E	
L65	15.00'		S76° 42' 21.82"E	



NOTES:

1. CONTRACTOR SHALL MARK TREES TO BE REMOVED FOR APPROVAL PRIOR TO CONSTRUCTION.
2. POND BOTTOM SLOPE TOWARD TRICKLE CHANNEL VARIES FROM ~2.5% TO ~4.0% GRADE UNIFORMLY FROM TOP OF TRICKLE CHANNEL SIDE WALL TO TOE OF SLOPE.
3. CONTRACTOR SHALL NOT USE THE EXISTING GOLF COURSE PATH UNLESS SPECIFICALLY INDICATED OR APPROVED 7 SHALL MAINTAIN GOLF COURSE TRAFFIC AT ALL TIMES.
4. CONCRETE FLATWORK SHALL BE FIBER MESH REINFORCED IN ACCORDANCE WITH TRICKLE CHANNEL DETAIL ON SHEET 19. CONCRETE FLATWORK SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH ACCESS ROAD TYPICAL SECTION SUBGRADE PREPARATION ON SHEET 19.

TOE OF SLOPE POINT TABLE			
POINT #	NORTHING	EASTING	ELEVATION
1	16815.22	17460.98	5140.0
2	16837.47	17516.01	5141.0
3	16860.24	17619.33	5141.0
4	16879.63	17638.67	5141.0
5	16891.44	17673.46	5141.0
6	16887.31	17722.35	5141.0
7	16898.96	17739.21	5141.0
8	16930.43	17672.95	5141.0
9	16926.67	17655.63	5141.0
10	16904.94	17625.96	5141.0
11	16899.73	17607.52	5141.0
12	16902.32	17574.44	5141.0
13	16912.86	17534.12	5141.0
14	16899.37	17485.24	5141.0
15	16878.31	17457.34	5141.0
16	16841.57	17437.69	5140.0

N

0 20' 40'
SCALE: 1" = 20'

DESIGNED	LVR
DRAWN	LVR
CHECKED	JHN
DATE	12/2/2025

REVISION

RESPEC
720 S COLORADO BLVD
SUITE 410S
DENVER, CO 80246
PHONE (303) 757-3655

STAMP

COLORADO REGISTERED
JOSHUA H. NELSON
38238
12/02/2025
PROFESSIONAL ENGINEER

811 Know what's **below.** **Call** before you dig.

The Town of ERIE COLORADO
645 HOLBROOK ST.
ERIE, CO 80516
(303) 926-2870

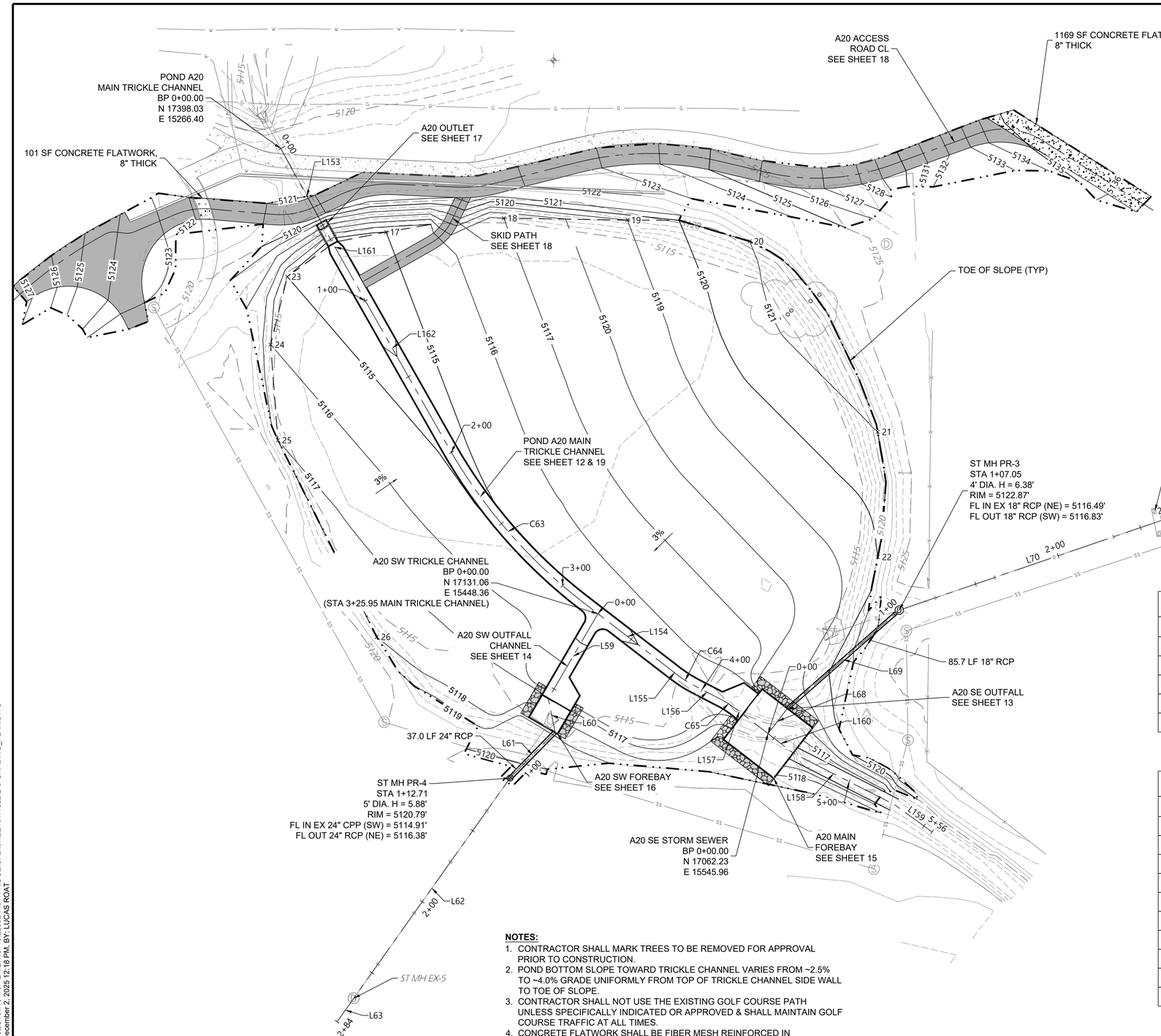
ERIE VISTA RIDGE
POND IMPROVEMENTS

A19 GRADING PLAN & ALIGNMENTS

DRAWING NUMBER:
4
SHEET 4

NAME: N:\PROJECTS\W0116 - ERIE\W0116.22002 VISTA RIDGE\CAD\SHEETS\11622-2-S-GRADING_PLAN.DWG
PLOT DATE: December 2, 2025 12:17 PM, BY: LUCAS ROAT

BID SET
NOT FOR CONSTRUCTION



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4. CONCRETE FLATWORK SHALL BE FIBER MESH REINFORCED IN ACCORDANCE WITH TRICKLE CHANNEL DETAIL ON SHEET 19. CONCRETE FLATWORK SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH ACCESS ROAD TYPICAL SECTION SUBGRADE PREPARATION ON SHEET 19.

POND A20 MAIN TRICKLE CHANNEL

NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA
L153	62.59'		S28° 44' 34.07"E	
L161	3.89'		S30° 21' 49.54"E	
L162	129.62'		S29° 32' 29.39"E	
C63	119.72'	300.00'	S40° 58' 26.39"E	22.86°
L154	63.17'		S52° 24' 23.39"E	
L155	4.64'		S52° 24' 23.39"E	
C64	10.69'	60.00'	S57° 30' 32.96"E	10.21°
L156	17.51'		S62° 36' 42.54"E	
C65	10.69'	60.00'	S57° 30' 32.96"E	10.21°
L157	4.64'		S52° 24' 23.39"E	
L160	37.00'		S52° 24' 23.39"E	
L158	65.08'		S63° 00' 10.87"E	
L159	26.53'		S54° 08' 05.70"E	

POND A20 SE OUTFALL

NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA
L68	18.00'		N37° 35' 36.61"E	
L69	85.69'		N48° 38' 55.18"E	
L70	164.53'		N71° 05' 49.99"E	

POND A20 SW OUTFALL

NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA
L59	56.53'		S30° 13' 48.02"W	
L60	19.44'		S11° 32' 39.06"E	
L61	36.99'		S44° 22' 03.24"W	
L62	154.98'		S35° 21' 28.94"W	
L63	16.48'		S35° 21' 32.48"W	

TOE OF SLOPE POINT TABLE

POINT #	NORTHING	EASTING	ELEVATION
17	17350.09	15326.86	5115.0
18	17358.07	15394.34	5117.0
19	17356.98	15465.31	5119.0
20	17344.79	15535.45	5121.0
21	17235.46	15608.87	5121.0
22	17163.65	15608.94	5120.0
23	17324.49	15270.15	5115.0
24	17285.50	15260.60	5116.0
25	17230.65	15264.72	5117.0
26	17117.73	15321.47	5118.0

0 30' 60'
SCALE: 1" = 30'

DESIGNED	LVR	
DRAWN	LVR	
CHECKED	JHN	
DATE	12/2/2025	

REVISION

RESPEC
720 S COLORADO BLVD
SUITE 410S
DENVER, CO 80246
PHONE (303) 757-3655

STAMP

COLORADO REGISTERED
JOSEPH H. NEUBAUER
38238
12/02/2025
PROFESSIONAL ENGINEER

Know what's **below.** **Call** before you dig.

The Town of ERIE COLORADO
645 HOLBROOK ST.
ERIE, CO 80516
(303) 926-2870

ERIE VISTA RIDGE
POND IMPROVEMENTS

A20 GRADING PLAN & ALIGNMENTS

DRAWING NUMBER:
11
SHEET 11

NAME: N:\PROJECTS\W0116 - ERIE\W0116.22002 VISTA RIDGE\CAD\SHEETS\116222-2-S-GRADING_PLAN.DWG
PLOT DATE: December 2, 2025 12:18 PM, BY: LUCAS ROAT

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-11, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with CTL Thompson, Inc. for Engineering Services for Erie Town Center

DEPARTMENT: Finance
Public Works

PRESENTER(S): Lockie Woods, URA and Development Accounting Analyst

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

Cost as Recommended:	$170,000
Balance Available:	$7,000,000
Fund	Capital Improvements Fund
Line Item Number:	110-70-110-605000-257011
New Appropriation Required:	No

POLICY ISSUES:
Additional geotechnical analysis of the Erie Town Center site is needed to develop a mining subsidence mitigation plan for the property.

STAFF RECOMMENDATION:
Approve the Resolution.

SUMMARY/KEY POINTS

- CTL|Thompson will conduct additional geotechnical investigation of the undermining at the Erie Town Center and Erie Community Center properties.
- CTL|Thompson will help develop a final mine subsidence mitigation plan with the Town's selected contractor and work with the Colorado Geological Survey to establish a consensus regarding development constraints on the site.

BACKGROUND OF SUBJECT MATTER:
The Town Council instructed staff to proceed with the underground mine subsidence mitigation for Erie Town Center. This additional geotechnical analysis and consultant support by CTL|Thompson is

necessary to facilitate the mitigation work. Staff anticipate the mine subsidence project will begin this spring following the CTL|Thompson analysis.

ATTACHMENT(S):

1. Resolution
2. Agreement

Town of Erie
Resolution No. 26-002

A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with CTL Thompson, Inc. for Engineering Services for Erie Town Center

Whereas, the Town Council finds it in the best interest of the public health, safety, and welfare to approve the Professional Services Agreement for Engineering Services with CTL Thompson, Inc., for the work conducted at Erie Town Center.

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

Section 1. The Professional Services Agreement for Engineering Services with CTL Thompson, 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 Agreement on behalf of the Town.

Adopted this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Agreement for Professional Services

This Agreement for Professional Services (the "Agreement") 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 CTL|Thompson, Inc., an independent contractor with a principal place of business at 1971 West 12th Avenue, Denver, CO 80204 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed $170,000. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

D. Consultant 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 Consultant's noncompliance with such accessibility standards.

V. Independent Consultant

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

VI. Insurance

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice by Consultant to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VII. Indemnification

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs, and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

X. Miscellaneous

A. *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either party shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

E. *Notice*. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment*. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity*. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

M. *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*.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Consultant

By: _____

State of Colorado)
) ss.
County of Weld)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 8 day of January, 2025, by Lisa Bouchett as Associate of CTL|Thompson, Inc.

My commission expires:

(Seal)

_____
Notary Public

BEVERLY GARCIA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084003914
MY COMMISSION EXPIRES FEBRUARY 01, 2028

Exhibit A
Scope of Services

Consultant's Duties

During the term of this Agreement, Consultant shall perform the following duties, as directed by the Town:

1) Schedule the Utility Notification Service of Colorado (UNCC) to mark locations of public underground utilities.
2) Engage a subcontractor to drill 14 exploratory borings using air rotary drill tools powered by a track-mounted drill rig. Approximate locations are shown on the provided Proposed Boring Locations Plan.
   a) The borings shall be drilled vertically to depths of up to 150 feet, unless practical drill rig refusal occurs or air circulation is lost.
   b) Drilling shall be observed and logged by a representative of Consultant (CTL|T).
   c) The borings shall be left open to allow for delayed groundwater measurements and geophysical testing. Borings shall be subsequently grouted in accordance with Colorado Department of Health and Environment requirements.
3) Retain geophysical testing services to log down-hole density, gamma, electrical resistivity, and caliper.
4) Analyze the results of field investigation to evaluate the presence of mines and risks of potential ground movement due to subsidence of the abandoned mines.
5) Summarize the results of the investigation and present results in a report which shall include:
   a) A site plan showing the boring locations and proposed construction;
   b) Descriptions of existing site conditions and the proposed construction;
   c) Graphical logs of the borings indicating soil and bedrock types, groundwater levels, geophysical test results, and depths to mines, if found;
   d) A discussion of extent of mining and condition of workings indicated by borings and mine maps;
   e) A summary of the results of the analysis and failure modes of the mine workings that could be translated to risk of subsidence potential;
   f) A discussion of potential future subsidence risks, limitations on development, and mitigation concept alternatives; and
   g) A conceptual void-fill grouting plan and specifications.
6) Provide general consultation to the Town on the selection of a specialty contractor to execute the void-fill grouting plan.

7) Attend meetings with the selected specialty contractor to aid in the development of a final void-fill grouting plan and specifications.
8) Attend meetings with representatives from the Colorado Geological Survey to:
    a) Discuss results of investigation and proposed mitigation plan; and
    b) Obtain consensus regarding the development constraints due to underground mining and potential mitigation.

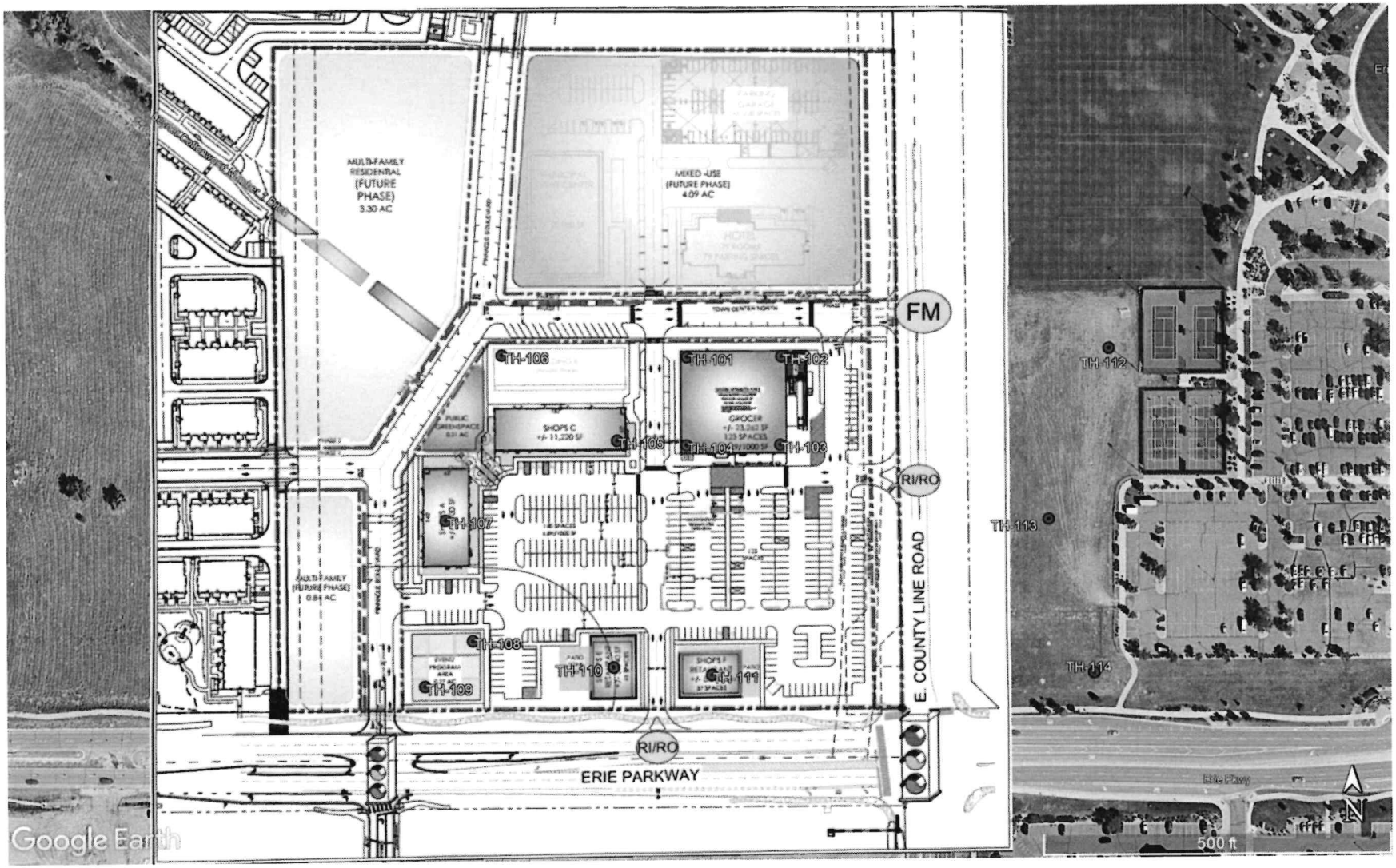
Upon completion of the investigation, Consultant shall provide an electronic (PDF) copy of the report, signed by a Professional Engineer registered in the State of Colorado, and make hard copies available upon request.

Consultant will take reasonable precautions to reduce damage to the site when performing its services; however, Town accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided in the Scope of Services.

The Town shall furnish or cause to be furnished to Consultant all documents and information known or available to the Town that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials existing at or near the project site ("Affected Materials"), and shall immediately transmit new, updated, or revised information as it becomes available. The term "Affected Materials" excludes any hazardous, toxic, or radioactive substance brought on to and released upon the project site by Consultant in conjunction with the performance of its services. The Town agrees that Consultant is not responsible for the disposition of Affected Materials and that the Town is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. The Town shall have the obligation to make all spill or release notifications to appropriate governmental agencies relating to any Affected Materials. The Town agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the project site and that Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of the Affected Materials under federal, state, or local law or ordinance. Should unanticipated Affected Materials be discovered in the course of Consultant's performance of its Services, such discovery shall constitute a changed condition mandating a renegotiation of the Scope of Services. Consultant shall notify the Town promptly when it encounters unanticipated or suspected Affected Materials.

BORING LOCATION PLAN

DN-25-0495R4 – ERIE TOWN CENTER, PHASE 1 – NW OF ERIE PARKWAY & EAST COUNTY LINE ROAD – ERIE



Town Council

Board Meeting Date: 1/13/2026

File #: 2026-12, **Version:** 1

SUBJECT:
A Resolution of the of the Town Council of the Town of Erie Adopting the Town's Fee Schedule for 2026

DEPARTMENT: Finance

PRESENTER(S): Sara Hancock, Director of Finance

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

STAFF RECOMMENDATION:
Staff recommend approving the resolution to update the 2026 Fee Schedule.

SUMMARY/KEY POINTS

- The Town updated the fee schedule for 2026 on Nov. 18, 2025.
- The version adopted had clerical errors for the storm drainage fee and the commercial irrigation rates.
- These updated rates are in alignment with the increased water service charges and storm drainage fees in accordance with Resolution 24-554,
- No increases exceed what was conveyed to Council at the November meeting. These are corrections only.

BACKGROUND OF SUBJECT MATTER:

Corrections in the fee schedule include:

Fee Type	Fee Amount
Storm drainage fee:	**2026**
Rate per single-family residential equivalent (SFRE)[1]	~~$12.12~~ $13.72

Commercial and irrigation:		
¾ inch	$19.36	~~$19.36~~ $22.21
1 inch	$26.83	~~$26.83~~ $31.93
1½ inches	$45.53	~~$45.53~~ $56.22
2 inches	$67.96	~~$67.96~~ $85.38
3 inches	$127.78	~~$127.78~~ $163.12
4 inches	$195.08	~~$195.08~~ $250.57
6 inches	$382.01	~~$382.01~~ $493.51

These fees reflect the Town's cost of providing service. They do not generate significant revenue beyond cost recovery.

ATTACHMENT(S):

- Fee Schedule
- Resolution

Town of Erie Fee Schedule

Effective January 13, 2026
(all fees in U.S. Dollars)

Administrative Fees

Fee Type	Fee Amount	
Amusement devices, pinball games, music boxes, etc.:		
-Dealer license	$25	
-Operator license, first device	$10	
-For each additional device	$10	
Annexation elections	Actual costs, as determined by Town Clerk	
Backyard chicken license	$25	
Block parties	$25/day	
Cemetery		
-Grave (resident)	$2,500/ plot	
-Grave (non-resident)	$3,500/ plot	
-Grave opening and closing	$1,500	7 am to 3 pm weekdays
-Cremains opening and closing	$850	7 am to 3 pm weekdays
-Open and close after 3 pm or Saturday	$850 additional	
-Grave marking for monument placement	First time no charge; $40 for all additional requests	
Commercial business license	$50/year	
Home occupation license	$25/ year	
Community events:		
-Application processing fee	$200	
-Permit fee	$50	
Copies:		
-Audiotapes	$15	
-Information provided on thumb drive:	Actual cost of device	
-Photographs	$15 plus actual copy cost	
-Financial statement report (audit)	$15	
-Photocopying services	$0.25	
-Standard computer printouts	$1.25/page	
Door-to-door solicitation license (no group rates):		
-Per individual	$35/month + $18.50 one-time fee	
	$100/year + $18.50	
-Handbill distributor license	$5/day $25/month $50/year	
Gaming Establishments		

Billiard halls, game rooms, and restaurants; license	$25
-For each additional room	$25
Billiard tables, shuffleboard tables, other games and shooting galleries; license for first table, shooting gallery, etc.	$25
Junk dealers	$25/3 months $50/year
Liquor licensing/permits	
-Liquor licenses	Fees set per C.R.S Title 44 as amended.
-Open Container/Private Event	$25/each event
-Promotional Associations:	
-Application for Promotional Association	$500/year
-Application for attachment to a common consumption area	$100/year
-Application for recertification of a Promotional Association	$100/year
-Special Event Liquor Permit	$100
Manufacturing or assembly license	$100/year
Marijuana	
-Medical marijuana patient registration:	
-Application fee	$50
-Late application fee	$25
-Medical marijuana primary caregiver license:	
-Application fee	$100
-Late application fee	$200
-Recreational marijuana retail license:	
-Application fee	$2,000
-Late Application fee	$500
-Renewal fee	$1,500
-Transfer of ownership	$2,000
-Modification of Premises	$750
-Change of Location	$1,000
-Change/Registration of Manager	$100
Meeting room rental fee:	
-Resident	$35/hour
-Nonresident	$40/hour
-Nonprofit	$15/hour
Mobile Vendor Permit	$50/year
Public Records:	
-Copies, printouts, or photographs	$0.25 per standard page or actual cost of providing copy of document that is not a standard page
-Electronic transmission via email	Free

-Electronic transmission via thumb drive or -other device	Actual cost of device
-Plot Map	$5
-Postage/courier	Actual cost
-Research and retrieval time	First hour free $41.37 per hour for any additional time 50% deposit required prior to commencement of research or retrieval
Returned Check Fee	$25

Police Fees

Fee Type	Fee Amount
Crime/Incident Reports	$7.00 for the first 10 pages $0.25 for each additional page
Crash Reports	No charge
Research Fee	$41.37/hr. First Hour free of charge
Video Recording	$20.00/hr. (1 hr. minimum)
Photos	$5.00 per 25 photos
Thumb Drive	$20.00 in addition to the video/photo fee
VIN Inspection (Noncertified)	$10.00
Fingerprints	$10 per card
Local Background Check	No Charge
Sex Offender Registration	No Charge
Notary	No Charge
Bond Filing Fee	No Charge

Municipal Court Fees

Fee Type	Fee Amount
Collection fee upon referral of delinquent monetary amounts due to a collection agency	18% of total due, assessed by collection agency
Court costs upon entry of a plea of guilty, nolo contendere, or finding of guilt or liability	$30
Surcharge	$30
Default judgment fee	$30
Traffic accident fee	$50
Warrant fee	$55
Deferred judgment fee	$50
Deferred prosecution fee	$50
Returned Check Fee	$25
Petition to Seal Records filing fee	$65
Jury fee (forfeited if jury summonsed; refunded if found not guilty)	$25
Certified copy of any court record	$20
USB Drive	$5
Criminal justice records (excludes law enforcement reports, criminal history and driver's license information). Includes search, retrieval, redaction, and copy of up to 10 pages, 0.10/page thereafter	$10
Criminal justice records requests requiring more than 15 minutes to search retrieve, redact, and copy/download. Deposit for estimated amount to be paid prior to search.	$45/hour
Payment of Jurors	$3 for appearing, $6 for serving

Public Works Department Fees

Fee Type	Fee Amount
Airport land rental:	
Improved land	$0.28/square foot annually
Unimproved land	$0.14/square foot annually
T-hangar space rental	$50/month
Airport through-the-fence fee:	
Residential	$600/year
Commercial	$0.25/square foot (minimum $600 annually)
Design and construction standards book	$50
Easement or right-of-way review	$50

Fee Type	Fee Amount
Tie down rental:	
North ramp	$35
South ramp	$50

Fee Type	Fee Amount
Access Permit	Temporary and Residential - 150 Industrial and Commercial $300
Right-of-way permit	$150
Floodplain development permit	$50, plus third party review costs and FEMA application and review fees
Stormwater Quality Permit	$100 review fee plus $25/disturbed acre; $100 annual renewal fee
Meter pit covered (no read)	$50
Meter reinstallation	$47
Public improvement permit:	
Sewer main	$0.15/linear foot
Manholes	$20
Service lateral inspection	$20
Storm drainage:	
Main installation	$0.15/linear foot
Storm drainage inlets	$20
Storm sewer manholes	$20
Sediment and erosion control	$50/acre
Trickle channels	$0.15/linear foot
ponds/dirt	$0.05/cubic yard
Drainageways, major (concrete)	$6/cubic yard
Surface improvements:	

Curb, gutter, or curb walk	$0.15/linear foot
Detached sidewalk/trails	$0.15/linear foot
Handicap ramps	$15
Pavement	$0.15/square yard
Cross pan	$25
Drive approach for streets with detached walks or vertical curbs	$15
Proof roll (based on road centerline)	$0.10/linear foot
Major structures (concrete)	$6/cubic yard
Water improvements:	
Main installation	$0.15/linear foot
Hydrant	$20
Service line, including meter pit	$30
Valves	$2
Manholes or vaults	$20
Landscape improvements:	
Site preparation	$0.02/square yard
Fee Type	Fee Amount
Improved surfaces	$0.15/ square yard
Trees and shrubs	$2 per tree/ shrub
Fences	$0.10/linear foot
Total lot including all structures and equipment	$500
Sod	$0.10/square yard
Facilities	50% of construction costs
Plan review and inspection	65% of PIP fee
Standard GIS maps:	
8.5 inches x 11 inches	$10
11 inches x 17 inches	$13
18 inches x 24 inches	$16
24 inches x 36 inches	$20
36 inches x 58 inches	$25

Utilities Department Fees

Fee Type	Fee Amount
Storm drainage fee:	**2026**
Rate per single-family residential equivalent (SFRE)[1]	$13.72

Notes

[1] Irrigation customers are not assessed a storm drainage fee. Storm drainage fees are assessed based on the impervious area of the property. The average impervious square footage of a single-family residence in the Town is 5,300 square feet, defined as a single-family residential equivalent (SFRE). All residential customers will be charged on the assumption that their property is equal to 1 SFRE. Commercial customers will be charged based on the impervious square footage divided by 5,300 square feet. For example, for a commercial property with 25,000 impervious square feet, the monthly storm drainage fee would be 56.55 in 2025(25,000 impervious square feet divided by 5,300 square feet equals 4.72 SFREs; 4.72 SFREs multiplied by 13.72 = 64.75).

Wastewater rates:[1]		
	2025	**2026**
Service charge, amount per monthly bill:		
Residential: Single-Family, Multi-Family, & Townhomes[2]	$10.30	$10.30
Commercial	$10.30	$10.30
Volume charge, amount per 1,000 gallons (based on Winter average usage December—February)[3]:	**2025**	**2026**
Residential:		
Single-Family	$9.45	$9.45
Townhomes[2] & Multi-Family	$8.20	$8.20
Commercial:	$8.20	$8.20

Notes

[1] All gallon usage is based on water usage and is calculated by rounding to the nearest 1,000 gallons. For commercial accounts, if internal water usage patterns for the months of December—February are not representative of internal usage throughout the year, the monthly wastewater volume charge will be based on each month's water usage. The appropriate basis for commercial wastewater charges for each account will be

established by the Town at the inception of each account, and is subject to adjustment if usage patterns change. The effective date for the rate increase shall be the first day of the calendar year.

[2] If individually metered.

[3] Average winter wastewater usage will be used during the following 12 months to calculate the volume charge. For example, average usage for December 2025, January 2026 and February 2026 will be used as the basis for the volume charge for the period March 2026.

Fee Type	Fee Amount
Water hydrant meter:	
Deposit	$4,000
Fee:	Base Fee of $85.38/month
Per 1,000 gallons	$7.45
Water meter:	
Shutoff fee	$55
Turn on fee	$55
Reread fee	$75

Fee Type	Fee Amount	
Water rates, potable:		
Service charge, amount per monthly bill:		
	2025	**2026**
Residential: Single-Family, Townhomes[1], & Multi-Family		
¾ inch	$20.47	$22.21
1 inch	$29.43	$31.93
1½ inches	$51.82	$56.22
2 inches	$78.69	$85.38
3 inches	$150.34	$163.12
4 inches	$230.94	$250.57
6 inches	$454.85	$493.51
Commercial and irrigation:		
¾ inch	$19.36	$22.21
1 inch	$26.83	$31.93
1½ inches	$45.53	$56.22
2 inches	$67.96	$85.38
3 inches	$127.78	$163.12
4 inches	$195.08	$250.57
6 inches	$382.01	$493.51
Volume charge, amount per 1,000 gallons:		
Residential: Single-Family & Townhomes[1]	**2025**	**2026**
First 5,000 gallons	$5.97	$6.48
Next 10,000 gallons	$7.47	$8.10
Next 10,000 gallons	$11.17	$12.12
Over 25,000 gallons	$16.72	$18.14
Residential: Multi-Family		
First 5,000 gallons	$5.53	$6.00
Next 10,000 gallons	$5.53	$6.00
Next 10,000 gallons	$5.53	$6.00
Over 25,000 gallons	$5.53	$6.00
Commercial:		
Per 1,000 gallons	$6.87	$7.45
Irrigation:		
Per 1,000 gallons	$9.86	$10.70

Notes

[1] Usage is based on water usage and is calculated by rounding to the nearest 1,000 gallons. The effective date for the rate increase is the first day of the calendar year.

[2] If individually metered.

Fee Type	Fee Amount
Water rates, nonpotable:	
Volume charge, amount per 1,000 gallons:	
Vista Ridge development	$1.33
Town owned facilities	$1.33
Customers with on site nonpotable storage	$2.66
Customers with direct connection to Town's nonpotable system	$4.32

Fee Type	Fee Amount
Oil and gas well development water rate	$11.46/1,000 gallons
Reuse water rate	$200/acre-foot
Meter pit rejection	$500

Planning & Development Department Fees

Fee Type	Fee Amount
Annexation:	
Minor annexation - up to 20 acres	$500
Minor Annexation - 20 acres to 40 acres	$1,000
Major Annexation – Over 40 acres	$2,000
Comprehensive Plan Amendment:	
Minor – Less than 40 acres	$200
Major – More than 40 acres	$1,000
Site Improvement Plan:	
Residential	$200 plus $10/unit
Non-residential Major (≥10,000 s.f. GFA)	$1,000
Non-residential Minor (<10,000 s.f. GFA)	$500
Site Plan Amendment:	
Residential	$200 plus $10/unit
Non-residential Major	$500
Non-residential Minor	$100
Special Use Permit	
Oil and Gas well	$1,200
All other types	$500
Subdivision:	
Sketch Plan	$500 plus $5/lot
Preliminary Plan	$1,000 plus $20/lot
Final Plat	$1,000 plus $10/lot
Minor Subdivision	$1,000
Annexation Plat	$200
Minor Amendment	$200
Fee Type	Fee Amount
Zoning	
Planned Development (PD)	$5,000 plus $10 per acre
PD or PUD Amendment	$1,500 plus $10 per acre
Any other zoning	$500 plus $10 per acre
Any other zoning amendment	$250 plus $10 per acre
Easement and land dedications (not part of subdivision)	$50
Architectural review w/o subdivision or site plan	$300/model
Temporary use permit	$50
Third party review of any application (incl. legal)	Cost to the Town
Wireless communication facility – administrative review	$250
Wireless communication facility – Planning Commission	$500

Variance	$300
Special District Service Plan:	
Letter of Intent Submittal Fee:	$2,500
Application Fee:	$7,500 plus $7,500 deposit
Annual Fee (applicable to all Special Districts):	$500 for single project or $500 plus $250 for additional district beyond the first
Non-Model Service Plan Fee:	$5,000
Service Plan Amendment Fee:	$2,500 plus $2,500 deposit

Fee Type	Fee Amount
Other Expenses:	If deposit is not sufficient, applicant shall pay all reasonable consultant, legal and other fees and expenses incurred by the Town within 30 days
Fee in Lieu of Open Space land dedication	$48,500/acre
Neighborhood park land and construction cost fee	$236,564/acre
Miscellaneous Fees	
Recordation of mylars	Actual Cost
Recordation of paper	Actual Cost
Public notice	Actual cost
Vacation of right-of-way or easement	$200
Copies of maps/plans	
18 inches x 24 inches	$2/sheet
24 inches x 36 inches	$3.50/sheet
Over 24 inches x 36 inches	$0.60/square foot
Copies of any other document	$0.25/page

Building Permit Fees

Fee Type	Fee Amount
Building permit fees, based on total valuation:	
$1 to $500	$23.50
$501 to $2,000	$23.50 for first 500 plus $3.05 for each additional 100 or fraction thereof

$2,001 to $25,000	$69.25 for first 2,000 plus $14 for each additional 1,000 or fraction thereof
$25,001 to $50,000	$391.25 for first 25,000 plus $10.10 for each additional 1,000 or fraction thereof
$50,001 to $100,000	$643.75 for first 50,000 plus $7 for each additional 1,000 or fraction thereof
$100,001 to $500,000	$993.75 for first 100,000 plus $5.60 for each additional 1,000 or fraction thereof

Fee Type	Fee Amount
$500,001 to $1,000,000	$3,233.75 for first 500,000 plus $4.75 for each additional 1,000 or fraction thereof
$1,000,001 and up	$5,608.75 for first 1,000,000 plus $3.15 for each additional $1,000 or fraction thereof
Electrical permit fees, residential, based on total finished square feet:	
Total finished square feet:	
0 to 1,000	$35
1,001 to 1,500	$55
1,501 to 2,000	$70
1,501 to 2,000	$70 for the first 2,000 plus $3 per 100 square feet or fraction thereof for more than 2,000 square feet
Electrical permit fees, all other permit types, based on total valuation:	
Total valuation:	
$0 to $300	$30
$301 to $2,000	$35
$2,001 to $50,000	$15 per 1,000 or fraction thereof
$50,00 to $500,000	$50 plus 14 per 1,000 or fraction thereof
$500,001 and up	$550 plus 13 per 1,000 or fraction thereof
Mechanical permit fees, residential, based on total finished square feet:	
Total finished square feet:	
0 to 1,000	$60
1,001 to 1,500	$70
1,501 to 2,000	$80
1,501 to 2,000	$80 for first 2,000 square feet plus $3 per 100 square feet or fraction thereof for more than 2,000 square feet

Mechanical permit fees, all other permit types, based on total valuation:	
Total valuation:	
$0 to $300	$35
$301 to $2,000	$45
$2,001 to $50,000	$17 per 1,000 or fraction thereof
$50,001 to $500,000	$50 plus $16 per 1,000 or fraction thereof
$500,001 and up	$550 plus $15 per 1,000 or fraction thereof

Fee Type	Fee Amount
Plumbing permit fees, residential, based on total finished square feet:	
Total finished square feet:	
0 to 1,000	$75
1,001 to 1,500	$110
1,501 to 2,000	$150
1,501 to 2,000	$150 for the first 2,000 square feet plus $5 per 100 square feet or fraction thereof for more than 2,000 square feet
Plumbing permit fees, all other permit types, based on total valuation:	
Total valuation:	
$0.00 to $300	$45
$301 to $2,000	$50
$2,001 to $50,000	$18 per 1,0000 or fraction thereof
$50,001 to $500,000	$50 plus $17 per 1,000 or fraction thereof
$500,001 and up	$550 plus $16 per 1,000 or fraction thereof
Miscellaneous permit fees: Fees are charged as listed above with the following exceptions:	
Additional plan review required by changes, additions or revisions to plans	$75 per hour, 1 hour minimum
Construction trailer	$100
Demolition	$75
Fence:	

Residential	Based on fees in valuation table, not to exceed $47
Commercial	Based on fees in valuation table, not to exceed $47
For use of outside consultants for plan checking and inspections	Actual costs
Inspections, not otherwise listed	$75/hour, 1 hour minimum
Inspections outside normal business hours	$75/hour, 2 hours minimum
Fee Type	Fee Amount
Irrigation system:	
Residential	Based on fees in valuation table
Commercial	Based on fees in valuation table
Mobile home and travel parks per space	$30
Mobile home setup	$125
Mobile sales office	$100
Reinspection fees	$75/hour, 1 hour minimum
Reroof:	
Residential	Based on fees in valuation table, not to exceed $47
Commercial	Based on fees in valuation table, not to exceed $47
Solar energy device or system:	
Residential	$164.50
Commercial	Based on fees in valuation table, not to exceed 1,000
Temporary electrical construction meter	$25
Building codes, filing fees for appeals	$250
Contractor licensing	1 Year
General contractor:	
Class A	$175
Class B	$125
Class C	$100
Class D - Specialty	$75
Mechanical	$100
Plumbing	$100
Plan check fee	65% of building permit fee
Use Tax:	

Boulder County	Current Boulder County use tax rate multiplied by material costs (or 50% of job valuation as determined by Chief Building Official[1])
Town	Current Town use tax rate multiplied by material costs (or 50% of job valuation as determined by Chief Building Official[1])

Fee Type	Fee Amount
Wastewater tap fee:	
¾ inch	$8,860
1 inch	$14,767
1½ inches	$29,533
2 inches	$47,253
3 inches	$88,600
4 inches	$147,667
6 inches	$295,333
Potable water tap fee[2]:	
Small home[3]	$12,967.50
¾ inch[6]	$17,290
1 inch	$28,820
1½ inches	$57,630
2 inches	$92,210
3 inches	$172,900
4 inches	$288,170
6 inches	$576,340
Fee in lieu of dedication[2] (potable water rights fee):	
¾ inch	$31,400 (See also note 4)
1 inch	See note 4
1½ inches	See note 4
2 inches	See note 4
3 inches	See note 4
4 inches	See note 4
6 inches	See note 4
Non-potable water tap fee[4]:	
Per acre-foot	$17,410

Notes

[1] Building Valuation is established by using the first Building Valuation Data Table published by the International Code Council (ICC) of the preceding year.

[2] The fee in lieu of water dedication (potable water rights fee) and potable water tap fee are separate and distinct. The fee in lieu of water dedication is required by Section 8-1-9 of the Erie Municipal Code. Potable water tap fees are required by Sections 8-1-8 and 8-1-18 of the Erie Municipal Code.

[3] A small home is defined in Section 8-1-3 of the Erie Municipal Code as having less than 1,000 square feet in size and a lot size of 2,000 square feet or less. An additional $1,729 may be added to this tap fee for each additional 1,000 square feet of lot size. Townhomes and condominiums are dwelling units described in Section 8-1-3. This tap fee shall apply to condominiums with individual water taps.

[4] Section 8-1-9 of the Municipal Code defines the manner in which the Town determines the amount of fees in lieu of water dedication.

[5] The non-potable water tap fee does not apply to Town-owned property. For all other property, the non-potable tap fee includes the water rights fee, so no separate fee in lieu of dedication is required.

[6] For residential units that require a ¾ inch potable water tap but also require an automatic sprinkler system, the ¾ inch water tap fee shall be charged, but a Fireflow Surcharge of $170 shall be added to said tap fee.

Town of Erie
Resolution No. 26-011

A Resolution of the of the Town Council of Erie Adopting the Town's Fee Schedule

Whereas, to cover the costs of certain services, the Town charges fees; and

Whereas, pursuant to Section 2-10-1 of the Erie Municipal Code, the Town Council adopts the Town's current Fee Schedule by resolution.

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

Section 1. The Town Council hereby adopts the Fee Schedule attached hereto, effective January 13, 2026.

Adopted this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-15, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving a Fifth Amendment to Agreement for Services with KG Facility Solutions, Inc. for Janitorial Services

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director
Chad Alexander, Facilities Manager

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

FISCAL SUMMARY:

Cost as Recommended:	$ 337,739.72
Balance Available:	$ 429,710.00
Fund	General Fund
Line Item Number:	100-70-440-520000-000000
New Appropriation Required:	No

POLICY ISSUES:
The cost of this agreement reaches the threshold for Council approval.

STAFF RECOMMENDATION:
Approve the Resolution

SUMMARY/KEY POINTS

- Renewing janitorial services for Town facilities

BACKGROUND OF SUBJECT MATTER:
The 2026 Operating Budget includes funds for annual facility maintenance service and supplies contracts. These contracts are competitively or State-bid and awarded. Each contract allows for a renewal option for up to four consecutive years following the initial award (a total of five years). A proposed renewal occurs when both the Town and Contractor agree, the increased price is no more than 2% of the previous year's total contract amount, or the current Consumer Price Index for the Boulder Colorado region and past performed work was satisfactory.

On Dec. 14, 2021, the Board of Trustees approved the initial General Services Agreement with KG Facility Solutions, Inc. to perform janitorial services for Town Hall, Erie Community Center, Leon A Wurl Service Center, Police Station, and partial year monthly services for Garfield Shelter/Erie Ball Park Concessions Stand and Crescent Park Shelter.

At the Nov. 15, 2022, Board meeting, the Board approved the first amendment to this agreement for additional services at the Water Treatment Facility, North Water Reclamation Facility, Erie Community Park Restrooms, and the Parks Maintenance Tech area.

On Dec. 12, 2023, the Board approved the second amendment to this agreement for additional services at Coal Creek Park and 625 Pierce Street.

On Aug. 27, 2024, the Town Council approved the third amendment to this agreement for additional services for Coal Creek Park Monarch Room Compost and Recycling.

On Jan. 14, 2025, the Council approved the fourth amendment to this agreement for additional services for the Schofield property, Coal Creek Event Room and Concessions (partial year), and Town Hall expansion area

This fifth amendment includes additional services for the new addition to Town Hall and Leon A Wurl Service Center portable restroom cleaning.

ATTACHMENT(S):

1. Resolution 26-012
2. Amendment

Town of Erie
Resolution No. 26-012

A Resolution of the Town Council of the Town of Erie Approving a Fifth Amendment to Agreement for Services with KG Facility Solutions, Inc. for Janitorial Services

Whereas, on December 15, 2021, the Town entered into an Agreement for Services with KG Facility Solutions, Inc. for janitorial services; and

Whereas, on November 15, 2022, December 12, 2023, August 27, 2024, and January 14, 2025, the Town and KG amended the Agreement, and the Town and KG wish to amend the Agreement again.

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

Section 1. The Fourth Amendment to Agreement for Services with KG Facility Solutions, 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 Fourth Amendment on behalf of the Town.

Adopted this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Fifth Amendment to Agreement for General Services

This Fifth Amendment to Agreement for General Services (the "Fifth Amendment") is made and entered into this 13th day of January, 2026 (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 KG Facility Solutions, Inc., an independent contractor with a principal place of business at 11005 Dover Street, Suite 200, Westminster, CO 80021 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on December 15, 2021, the Parties entered into an Agreement for General Services (the "Agreement"); and

Whereas, the Parties have amended the Agreement on four prior occasions; and

Whereas, the Parties wish to amend the Agreement again 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. Scope of Work. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work:

Additional Services:

Facility	Per Week	Per Year
Town Hall – including expansion	5 nights	12 months
Leon A. Wurl Service Trailer	1 night	12 months

2. Compensation. Exhibit B to the Agreement is hereby amended to increase the maximum amount of compensation to $337,739.72, allocated as follows:

Original Contract Amount:	$211,090.80
1st Amendment:	$ 34,553.64
2nd Amendment:	$ 26,369.32
3rd Amendment:	$ 1,625.00
4th Amendment	$ 17,892.64
5th Amendment	$ 46,208.32
Total New Contract Amount	$337,739.72

3. Remainder of Agreement. Except as expressly modified herein, the Agreement, as amended by the prior amendments, shall remain in full force and effect.

In Witness Whereof, the Parties have executed this Fifth Amendment as of the Effective Date.

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

DocuSigned by:
Wade Keller
18D107A2D2D447B...

Wade Keller,

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2026, by _____ as _____ of _____.

My commission expires:

(Seal)

_____
Notary Public

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-17, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving the Fourth Amendment to Agreement for Professional Services with Wenk & Associates, Inc. for the Schofield Farm Concept Design

DEPARTMENT: Parks & Recreation

PRESENTER(S): Luke Bolinger, Director of Parks & Recreation
Kathy Kron, Development & Neighborhood Services Division Manager

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

Cost as Recommended:	$5,870
Balance Available:	$0
Fund	Parks Improvement Impact Fund
Line Item Number:	320-50-110-605000-100200
New Appropriation Required:	Yes, $4,048,981 in 1st supplemental

POLICY ISSUES:
- This design services amendment is needed to adhere to US Army Corps of Engineers (USACE) permitting requirements for the project.
- Whether to allow unspent funding from 2025 to rollover into 2026, resulting in a new appropriation of funds, for $4,048,981. Approving the rollover will allow this agreement to move forward and will be captured in the First Supplemental Budget Appropriation in 2026.

STAFF RECOMMENDATION:
Approve the resolution.

SUMMARY/KEY POINTS
- This item requires Council approval due to the cost of the original contract and the amendment.
- Wenk & Associates was originally contracted for design of the Site Improvements package for Schofield farm. This is an amendment to the original contract.
- This amendment includes additional services associated with USACE wetland permitting

requirements.

- The funding is currently budgeted in 2025 and will require a rollover in 1st supplemental for the project. The full available rollover amount is $4,048,981. If this contract is approved, the rollover in supplemental must be approved or no budget will be available.

BACKGROUND OF SUBJECT MATTER:

The Town entered into a contract with Wenk & Associates in June of 2024 to complete the concept design and develop construction drawings for the site improvements at Schofield Farm. The project is planned in phases, which include concept design and Packages A, B, and C of the site improvements. The concept design phase is complete, construction is underway on Package A, and design services have begun for Package B.

Improvements in Package A include wetland boardwalk crossings on the site. The crossings are designed to span the wetlands with minimal impacts, however the construction contractor determined that the impacts from installation of the piers, although minimal, will warrant a U.S. Army Corps of Engineer's Wetland Permit. This design services contract amendment provides compensation for application and coordination of the permit by Birch Ecology as a subconsultant to Wenk Associates. Wenk & Associates has not included a mark-up as part of the amendment.

ATTACHMENT(S):

1. Resolution
2. Fourth Amendment

Town of Erie
Resolution No. 26-006

A Resolution of the Town Council of the Town of Erie Approving a Fourth Amendment to Agreement for Professional Services with Wenk & Associates, Inc. for the Schofield Farm Concept Design

Whereas, on June 25, 2024, the Parties entered into an Agreement for Professional Services with Wenk & Associates, Inc. for the Schofield Farm Concept Design; and

Whereas, on November 25, 2024, September 23, 2025, and December 9, 2025, the Parties amended the Agreement, and wish to amend the agreement again.

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

Section 1. The Fourth Amendment to Agreement for Services with Wenk & Associates, 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 Fourth Amendment on behalf of the Town.

Adopted this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Fourth Amendment to Agreement for Services

This Fourth Amendment to Agreement for General Services (the "Amendment") is made and entered into this ____ day of January, 2026 (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 Wenk & Associates, Inc., an independent contractor with a principal place of business at 1130 31st Street, Suite 101, Denver, CO 80205 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on June 25, 2024, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

Whereas, on November 25, 2024, the Parties amended the Agreement to add additional services and change the amount of compensation ("First Amendment"); and

Whereas, on September 23, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation ("Second Amendment"); and

Whereas, on December 9, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation ("Third Amendment"); and

Whereas, the Parties wish to amend the Agreement again 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. Scope of Work. Exhibit A to the Agreement is hereby amended by the inclusion of additional scope of work for tasks, fees, and deliverables related to the U.S. Army Corps of Engineers Wetland permit application:

> Birch Ecology: tasks, fees, and deliverables related to the U.S. Army Corps of Engineers Wetland Permit application for the two boardwalk/bridge crossings and irrigation line crossing of the North Hayfield Wetland.

2. Compensation: Section III of the Agreement is hereby amended to increase the compensation by an additional $5,870.

Original Contract	$385,247
First Amendment	$ 14,350
Second Amendment	$ 5,100
Third Amendment	$135,530

Fourth Amendment	$ 5,870
Contract Total	$546,097

3. Remainder of Agreement. Except as expressly modified herein, the Agreement, as amended by this Amendment, shall remain in full force and effect.

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

_____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2026, by _____ as _____ of Wenk & Associates, Inc.

My commission expires:

(Seal)

_____
Notary Public

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-18, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to the Five-Year Intergovernmental Agreement with Boulder County Community Services for Two Dedicated Co-Responders

DEPARTMENT: Police

PRESENTER(S): Lee Mathis, Chief

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

FISCAL SUMMARY:

Cost as Recommended:	$246,180.36
Balance Available:	$287,700.00
Fund	General Fund
Line Item Number:	100-60-110-560100-000000
New Appropriation Required:	No

POLICY ISSUES:
Town Council must approve Intergovernmental Agreements and amendments to those agreements. This agreement provides dedicated Co-responder services to Erie in a cost-effective manner.

STAFF RECOMMENDATION:
Approve the amendment to the 2024 IGA regarding costs for 2026.

SUMMARY/KEY POINTS
- The amendment for 2026 covers the salary and benefits for the two current Co-Responders.

BACKGROUND OF SUBJECT MATTER:
The Town Council approved the agreement with Boulder County for two dedicated co-responders in 2023. In 2024, Council approved a five-year IGA (Resolution 24-006).

Police often respond to calls for service where individuals may be having a mental health crisis. Co-responders are mental health professionals who have knowledge and expertise in this area and can

provide resources to individuals in need.

The Town of Erie Police Department has been working in partnership with Boulder County since 2021 to provide Co-Responders in the Town of Erie. The current IGA funds the salary and benefits of two full-time Co-Responders who are located at the police department and dedicated to responding to calls in the Town of Erie.

ATTACHMENT(S):

1. Resolution 26-004
2. Town of Erie IGA Amendment Summary
3. Exhibit A Statement of Work 2026
4. Exhibit B Second Amendment to IGA
5. Original IGA

Town of Erie
Resolution No. 26-004

A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to the Five-Year Intergovernmental Agreement with Boulder County Community Services for Two Dedicated Co-Responders

Whereas, the Town Council finds that it is in the best interest of the Town and the public health, safety, and welfare to approve an Amendment to the Five-Year Intergovernmental Agreement with Boulder County Community Services for two dedicated co-responders.

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

Section 1. The Second Amendment to the Five-Year Intergovernmental Agreement with Boulder County Community Services 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 Second Amendment on behalf of the Town.

Adopted this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

BOCC
INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

(Revenue)

AMENDMENT SUMMARY	
This amendment makes changes to the following terms:	
☒ IGA Amount ☐ Contract Dates ☒ Scope of Work	
Contract Identification from Original IGA	
Other Party's Legal Name	Town of Erie, Police Deparment
Other Party's Contact Information - Name	Chief Lee Mathis
Other Party's Contact Information - Email	lmathis@erieco.gov
County Office or Department	Boulder County Community Services
County Division /Program	Strategic Initiatives Co-Responder Program
Oracle Contract Number	500193
Oracle Version Number	1
IGA Amount	
Amendment Amount (through New End Date)	$246,180.36
Contract Dates	
Amendment Effective Date	1/1/2026
New End Date	12/31/2026
Scope of Work	
Does this amendment change the current scope of work?	Yes
Scope of Work Changes IF ANY: Describe the changes to scope of work in this box and, if needed, attach an Exhibit with the details of the changes to the scope of work, including updated fee and rate sheets, if applicable: The following budget reflects costs for 2026 only. Annual budgets will be developed each year prior to the start of the new contract period. If desired for planning purposes, a 5% per year multiplier can be used to estimate costs for future years. The budget provides for two Co-Responders and applicable expenses.	

Additional IGA Documents
Check all that apply:
☑ Exhibit A - SOW
☑ Exhibit B - Second Amendment to Co-Responder IGA
☐ Exhibit C -

This AMENDMENT ("Amendment") to the above-referenced Original IGA ("IGA") is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Boulder County Community Services ("County") and the "Other Party" identified above.

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** and **Additional IGA Documents**, if any are listed, are incorporated into the IGA by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment is effective and enforceable on the **Amendment Effective Date**.

3. LIMITS OF EFFECT

The IGA and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The IGA Documents are updated to include any Additional IGA Documents where the corresponding box is checked above.

The IGA is also modified to the extent that a corresponding box is checked below:

☐ IGA Term. The term of the IGA is extended through the New End Date identified in the Amendment Summary**.**

◪ IGA Amount. The IGA Amount is amended to include the Amendment Amount identified in the Amendment Summary.

◪ Scope of Work. The Scope of Work is amended as indicated under Scope of Work Changes in the Amendment Summary and Exhibit A (if checked).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the latter day and year indicated below.

<table>
<tr><td>SIGNED for and on behalf of Board of County Commissioners of Boulder County</td><td>SIGNED for and on behalf of
Town of Erie, Police Deparment</td></tr>
<tr><td>Signature:</td><td>Signature:</td></tr>
<tr><td>Name:</td><td>Name:</td></tr>
<tr><td>Title:</td><td>Title:</td></tr>
<tr><td>Date:</td><td>Date:</td></tr>
<tr><td colspan="2">↓↓For Board-signed documents only↓↓</td></tr>
<tr><td>Attest Signature:</td><td>Initial of EO/DH</td></tr>
<tr><td colspan="2">Attestor Name:</td></tr>
<tr><td colspan="2">Attestor Title:</td></tr>
</table>

Exhibit A
Statement of Work 2026
Town of Erie Co-Responder Program

Scope of Work:
Erie Police Officers and a behavioral health specialist (Co-Responder) respond together to calls for service that may involve mental health, substance use, death of a loved one, or some type of crisis. On scene, the team works not only to de-escalate the situation, but also provide behavioral health screening and assessment, call disposition planning and referral or linkage to needed services. The planning at the end of the encounter depends on several unique factors, and outcomes can range from leaving the individual with necessary resources, transporting the individual to a hospital or walk-in clinic, and providing support and resources for family members and others on-scene. Follow up will also be offered after the initial encounter. This can include case management services and providing coordination with various systems of care. The team structure will vary to meet the needs of the community and partnering agencies and will include primary and secondary response. In addition, these positions will cross train between law enforcement and behavioral health disciplines to gain a greater understanding of Erie Police Department procedures and practices and Co-Response skills.

Period of Performance:
The period of service under this IGA will be for four calendar years starting January 1, 2024, and ending December 31, 2027.

Location and Hours of Service:
Staff under this IGA will serve the statutory town of Erie, including areas of Boulder and Weld Counties. The main office for this position will be located at the Erie Police Department, 1000 Telleen Avenue, Erie Colorado 80516. This position will often work off site and in the community, including homes, community agency sites, hospital emergency rooms, psychiatric units, nursing homes, jails, and juvenile detention facilities. Mileage costs for this position will be paid by Boulder County at a defined rate.

This Statement of Work supports two (2) full time FTEs (40 hours per week) with working hours of 6:30am-4:30pm Monday-Thursday and 12:00pm-10:00pm Tuesday- Friday. These two positions will participate in a weekend rotation with the BCSO Co-Responders and other Boulder County Co-Responders. Weekend rotation for staff occurs about every 7 weeks.

Staff Qualifications and Provided Services:
CR staff require a minimum of 2 years of experience in Motivational Interviewing, crisis counseling, verbal-de-escalation, working with diverse and at-risk populations, community networking and resource delivery. They must have, at minimum, a Bachelor's degree from an accredited university or college in counseling, social work, or psychology is required and a Master's degree in social work or counseling is highly preferred. They must be at least 21 years of age, possess, maintain a valid Motor Vehicle Operator's license, and have an acceptable driving record and have a working motor vehicle. They must also meet the requirements of applicable federal, state, and organizational background checks and be willing to work a flexible schedule that includes evenings and weekends.

Co-Responder: These positions will fulfill the following duties and responsibilities.

- Provides mobile response to a variety of community settings upon law enforcement request, including homes, street corners, offices, assisted living facilities, and shelters.
- Conducts mental status exam, suicide, and risk assessment to determine if people in distress meet criteria for involuntary treatment.
- Ensures that adequate time is spent with each community member to ensure accuracy of assessments.
- Makes appropriate level of care decisions on scene and communicates and collaborates with and creates relationships with multiple collateral agencies, including schools, hospitals, family members and significant others to facilitate referrals for needed community-based services and treatment.
- Conducts telephone follow ups and interventions with community members as needed.
- Documents all phone and face-to-face contacts and supplies documentation consistent with clinical and administrative policies and procedures and research related to the provision of services in the Find Help data system.
- Attends monthly team meetings and clinical supervision.
- Accept referrals from law enforcement for case management and broker service delivery to community members.
- Could serve as a mental health consultant on Boulder County Sheriff Office SWAT negotiations.
- Other duties as assigned.

Supervision:
A minimum of 3 hours of clinical supervision will be provided to staff by a Program Supervisor of the Boulder County Co-Responder Team per month. All requests for leave will be approved by the Program Manager of the Boulder County Co-Responder Team. The monthly schedule of the staff will be shared with the Erie Police Department in a way that it accessible and easy to reference.

Applicable Standards:
This position will be knowledgeable of and comply with all the policies and procedures for the Erie Police Department and Boulder County Co-Responder Team.

Evaluation and Deliverables:
Services and outcomes will be regularly monitored for quality and expected performance. Regular meetings will be held with Erie PD officials to discuss and evaluate services. Monthly, Quarterly and annual reports of performance will be developed specific to Erie Co-Responder activities and adjustments to service approach, hours and setting of expectations will be determined collaboratively between the Erie PD and Boulder County Co-Responder Program Leadership.

2026 Co-Responder Program Costs

Project Staff

	Salary	Fringe	
Erie CR 1	$ 85,973.50	$ 32,669.93	$ 118,643.43
Erie CR2	$ 88,141.25	$ 33,493.68	$ 121,634.93
			$ 240,278.36

Expenses	**Cost**	**Unit**	**Total**
Phone	$ 58.00	24	$ 1,392.00
Training	$ 500.00	2	$ 1,000.00
Mileage	$ 0.67	3000	$ 2,010.00
Admin	$ 1,000.00	1	$ 1,000.00
Office supplies	$ 250.00	2	$ 500.00
			$ 5,902.00

Total Cost **$ 246,180.36**

Exhibit B

SECOND AMENDMENT
INTERGOVERNMENTAL AGREEMENT
CO-RESPONDER SERVICES

This SECOND AMENDMENT ("Amendment") to the Intergovernmental Agreement for Co-Responder Services with a start date of January 1, 2024 ("IGA") is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Community Services Department ("County") and Town of Erie, a State of Colorado municipality (the "Municipality").

1. Modifications. Section 4 of the IGA is deleted in its entirety and replaced with the following:

   "4. Payment for Services. In consideration of the Services performed by the County during calendar year 2026, and subject to the conditions contained in this IGA, the Municipality will pay an amount not to exceed $236,637.41"

2. Effective Date. This Amendment is effective as of January 1, 2026.

3. Limits of Effect. The IGA and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the latter day and year indicated below.

<table>
<tr><td colspan="2">SIGNED for and on behalf of Board of County Commissioners of Boulder County</td><td>SIGNED for and on behalf of Town of Erie</td></tr>
<tr><td colspan="2">Signature:</td><td>Signature:</td></tr>
<tr><td colspan="2">Name:</td><td>Name:</td></tr>
<tr><td colspan="2">Title:</td><td>Title:</td></tr>
<tr><td colspan="2">Date:</td><td>Date:</td></tr>
<tr><td colspan="2">↓↓For Board-signed documents only↓↓</td><td rowspan="4"></td></tr>
<tr><td>Attest Signature:</td><td>Initial of EO/DH</td></tr>
<tr><td colspan="2">Attestor Name:</td></tr>
<tr><td colspan="2">Attestor Title:</td></tr>
</table>

Town of Erie
Resolution No. 24-006

A Resolution of the Town Council of the Town of Erie Approving a Five-Year Intergovernmental Agreement with Boulder County for Two Dedicated Co-Responders

Whereas, the Town Council finds that it is in the best interest of the Town and the public health, safety and welfare to approve the Intergovernmental Agreement with Boulder County for two dedicated responders in an amount not to exceed $827,136.

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

Section 1. The Intergovernmental Agreement between the Town and Boulder County 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 Intergovernmental Agreement on behalf of the Town.

Adopted this 9th day of January, 2024.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

TOWN OF ERIE CORPORATE SEAL COLORADO

Intergovernmental Agreement
Co-Responder Services

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services
Division/Program	Community Services
Mailing Address	PO Box 471 Boulder CO 80306
IGA Contact – *Name, email*	Jennine Hall jhall@bouldercounty.gov
Municipality Contact Information	
Municipality	Town of Erie
Department	Police Department
Mailing Address	1000 Telleen Ave., PO Box 501 Erie, CO 80516
IGA Contact – *Name, email*	Lee Mathis, Police Chief, lmathis@erieco.gov
Invoice Contact – *Name, email*	
Term	
Start Date	January 1, 2024
Expiration Date	December 31, 2027
IGA Amount	
IGA Amount	$827,136.00
Brief Description of Services	
County will provide two dedicated co-responders to the Town of Erie for the benefit of its Police Department.	
IGA Documents	
Exhibit A - Scope of Services	
IGA Notes *Additional information not included above*	

This Intergovernmental Agreement ("IGA") is entered into by and between the Town of Erie, a State of Colorado municipality ("Municipality"), and the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Community Services Department ("County"). The Municipality and County are each a "Party," and together the "Parties."

In consideration of the mutual covenants contained in this IGA, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into IGA: The Details Summary and Exhibit A are incorporated into this IGA by reference.

2. Services to be Performed: The County will provide the services described in Exhibit A (the "Services"). County will perform the Services (a) at its own cost and expense, (b) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (c) in strict accordance with the IGA.

3. Term of IGA: The Term begins on the Start Date and expires on the Expiration Date, unless terminated earlier pursuant to.

4. Payment for Services: In consideration of the Services performed by the County, and subject to conditions contained in this IGA, the Municipality will pay an amount not to exceed the IGA Amount to County in accordance with the Exhibit A.

5. Liability: Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to each other and as to any person not a party to the IGA, the limitations on liability, immunities, rights and protections that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

6. Nondiscrimination: County will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. The Parties prohibit unlawful discrimination on the basis of race, color, religion, creed, gender, gender identity, national origin, ancestry, age, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. The County must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

7. Independent Contractor: The County is an independent contractor for all purposes in performing the Services. None of the County's employees, agents, personnel or subcontractors are employees of the Municipality for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, the Municipality will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of the County or the County's employees. As an independent contractor, the County is responsible for employing and directing such personnel and agents as it requires to perform the Services. The County will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

8. Termination

a. Breach: Either Party's failure to perform any of its material obligations under this IGA, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against either Party, or the appointment of a receiver or similar officer for either Party or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole

expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this IGA or at law, including immediate termination of this IGA.

b. Non-Appropriation: The other provisions of this IGA notwithstanding, the Municipality is prohibited by law from making commitments beyond the current fiscal year. Payment to the County beyond the current fiscal year is contingent on the appropriation by the Municipality and continuing availability of funding in any subsequent year. The Municipality has reason to believe that sufficient funds will be available for the full Term. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, the Municipality may terminate this IGA without penalty by providing seven (7) days' written notice to County.

c. Convenience: In addition to any other right to terminate under this Section, either Party may terminate this IGA, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to the other Party.

9. Binding Arbitration Prohibited: The Parties do not agree to binding arbitration by any extra-judicial body or person.

10. Notices: All notices provided under this IGA must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's Contact at the address specified in the Details Summary. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

11. Entire Agreement/Binding Effect/Amendments: This IGA represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This IGA terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Services. This IGA may be amended only by a written agreement signed by both Parties.

12. Assignment/Subcontractors: This IGA may not be assigned or subcontracted by the County without the prior written consent of the Municipality. If the County subcontracts any of its obligations under this IGA, the County will remain liable to the Municipality for those obligations and will also be responsible for the subcontractor's performance under, and compliance with, this IGA.

13. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this IGA. Any claim relating to this IGA or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

14. No Waiver: The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA. All remedies available to a Party in this IGA are cumulative and in addition to every other remedy provided by law.

15. Severability: If any provision of this IGA becomes inoperable, or is rendered void, invalid or unenforceable for any reason by a court of competent jurisdiction, but the fundamental terms

and conditions continue to be legal and enforceable, then the remainder of the IGA will continue to be operative and binding on the Parties.

16. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this IGA are reserved to the Parties. Any other person receiving services or benefits under this IGA is an incidental beneficiary only and has no rights under this IGA. Notwithstanding, where the beneficiary Department is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

17. Colorado Open Records Act: Either Party may disclose any records related to this IGA that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

18. Conflict of Provisions: If there is any conflict between the terms of the main body of this IGA and the terms of any of the Exhibit A, the terms of the main body of the IGA will control.

19. Governmental Immunity: Nothing in this IGA shall be construed in any way to be a waiver of the limitations on liability, immunities, rights and protections available to either Party under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

20. Legal Compliance: County assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Services. County is solely responsible for ensuring that its performance under this IGA and the Services itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

21. Tax Exemption: Both Parties are exempt from payment of Federal, State, and local government taxes.

22. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the performing **Department** and their designees to act on behalf of the County under the terms of this IGA, including but not limited to the authority to terminate this IGA.

23. Execution by Counterparts; Electronic Signatures: This IGA may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121. The Parties will not deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this IGA in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

24. Legal Interpretation. Each Party recognizes that this IGA is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this IGA. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this IGA.

25. Limitation of Liability: THE PARTIES SHALL NOT BE LIABLE TO ONE ANOTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES

ARISING FROM OR RELATING TO THIS IGA, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES' AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS IGA, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER.

26. Insurance: Each Party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the "Act"), and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

[Signature Page to Follow]

In Witness Whereof, the Parties have executed and entered into this IGA as of the latter day and year indicated below.

Signed for and on behalf of Boulder County	**Signed for and on behalf of Town of Erie**
Signature: Jana Petersen	Signature:
Name: Jana Petersen	Name: Justin Brooks
Title: County Administrator	Title: Town of Erie, Mayor
Date: December 11, 2023	Date: January 9, 2024
↓↓*For Board-signed documents only*↓↓	
Attest Signature: / *Initial*	
Attestor Name:	
Attestor Title:	

APPROVED
By Boulder County Attorney AS TO FORM (apg) at 5:57 pm, Dec 06, 2023

Exhibit A
Statement of Work
Town of Erie Co-Responder Program

Scope of Work:
Erie Police Officers and a behavioral health specialist (Co-Responder) respond together to calls for service that may involve mental health, substance use, death of a loved one, or some type of crisis. On scene, the team works not only to de-escalate the situation, but also provide behavioral health screening and assessment, call disposition planning and referral or linkage to needed services. The planning at the end of the encounter depends on several unique factors, and outcomes can range from leaving the individual with necessary resources, transporting the individual to a hospital or walk-in clinic, and providing support and resources for family members and others on-scene. Follow up will also be provided after the initial encounter. This can include case management services and providing coordination with various systems of care. The team structure will vary to meet the needs of the community and partnering agencies and will include primary and secondary response. In addition, this position will cross train between law enforcement and behavioral health disciplines to gain a greater understanding of Erie Police Department procedures and practices and Co-Response skills.

Period of Performance:
The period of service under this IGA will be for four calendar years starting January 1, 2024, and ending December 31, 2027.

Location and Hours of Service:
Staff under this IGA will serve the statutory town of Erie, including areas of Boulder and Weld Counties. The main office for this position will be located at the Erie Police Department, 1000 Telleen Avenue, Erie Colorado 80516. This position will often work off site and in the community, including homes, community agency sites, hospital emergency rooms, psychiatric units, nursing homes, jails, and juvenile detention facilities. Mileage costs for this position will be paid by Boulder County at a defined rate.

This Statement of Work supports 2 full time FTEs (40 hours per week) with working hours of 12:00 pm – 10:00 pm Sunday through Wednesday and Wednesday through Saturday.

Staff Qualifications and Provided Services:
CR staff require a minimum of 2 years of experience in Motivational Interviewing, crisis counseling, verbal-de-escalation, working with diverse and at-risk populations, community networking and resource delivery. They must have, at minimum, a Bachelor's degree from an accredited university or college in counseling, social work, or psychology is required and a Master's degree in social work or counseling is highly preferred. They must be at least 21 years of age, possess, maintain a valid Motor Vehicle Operator's license, and have an acceptable driving record and have a working motor vehicle. They must also meet the requirements of applicable federal, state, and organizational background checks and be willing to work a flexible schedule that includes evenings and weekends.

Co-Responder: These positions will fulfill the following duties and responsibilities.

- Provides mobile response to a variety of community settings upon law enforcement request, including homes, street corners, offices, assisted living facilities, and shelters.

- Conducts mental status exam, suicide, and risk assessment to determine if people in distress meet criteria for involuntary treatment.
- Ensures that adequate time is spent with each community member to ensure accuracy of assessments.
- Makes appropriate level of care decisions on scene and communicates and collaborates with and creates relationships with multiple collateral agencies, including schools, hospitals, family members and significant others to facilitate referrals for needed community-based services and treatment.
- Conducts telephone follow ups and interventions with community members as needed.
- Documents all phone and face-to-face contacts and supplies documentation consistent with clinical and administrative policies and procedures and research related to the provision of services in the NowPow and UniteUs data system.
- Attends monthly team meetings and clinical supervision.
- Accepts referrals from law enforcement for case management and broker service delivery to community members.
- Completes at least 20 hours of defensive tactics training yearly and new employee training provided by Boulder County.
- Serves as a mental health consultant on Boulder County Sheriff Office SWAT negotiations.
- Other duties as assigned.

Supervision:
A minimum of 3 hours of clinical supervision will be provided to staff by a Program Supervisor of the Boulder County Co-Responder Team. In addition, staff will meet with a designated official from the Erie Police Department at least once a month to discuss caseload and service provision. All requests for leave will be approved by the Program Manager or Supervisor of the Boulder County Co-Responder Team. The monthly schedule of the staff will be shared with the Erie Police Department in a way that it accessible and easy to reference.

Applicable Standards:
This position will be knowledgeable of and comply with all the policies and procedures for the Erie Police Department and Boulder County Co-Responder Team.

Evaluation and Deliverables:
Services and outcomes will be regularly monitored for quality and expected performance. Regular meetings will be held with Erie PD officials to discuss and evaluate services. Quarterly and annual reports of performance will be developed specific to Erie Co-Responder activities and adjustments to service approach, hours and setting of expectations will be determined collaboratively between the Erie PD and Boulder County Co-Responder Program Leadership.

Budget:
The following budget reflects costs for 2024 only. Annual budgets will be developed each year prior to the start of the new year. If desired for planning purposes, a 3% per year multiplier can be used to estimate costs for future years. The budget provides for 2 Co-Responders and applicable expenses.

Town of Erie 2024 CR Budget

Project Staff	**Salary**	**Fringe**	**Total**
Laura	$71,400.00	$ 27,132.00	$ 98,532.00
2nd CR	$73,500.00	$ 27,930.00	$ 101,430.00
Total Personnel			**$ 199,962.00**

Expenses	**Cost**	**Units**	**Amount**
2 phones	$ 58.00	24	$ 1,392.00
Traininng	$ 500.00	2	$ 1,000.00
Mileage	$ 0.66	6000	$ 3,930.00
Office supplies	$ 250.00	2	$ 500.00
			$ 6,822.00

Total Costs	**$ 206,784.00**

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-26, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Adopting the Town's Three-Mile Plan

DEPARTMENT: Planning & Development

PRESENTER(S): Kelly Driscoll, Planning Manager

POLICY ISSUES:
State law requires the Town to adopt a Three-Mile Plan. Consistent with the Town's past practice and prevailing practice elsewhere in Colorado, the Resolution proposes adopting a Three-Mile plan that can be used alongside the Town's Comprehensive Plan and other long range and strategic plans.

STAFF RECOMMENDATION:
Approve the Resolution adopting the Three-Mile Plan

SUMMARY/KEY POINTS

- C.R.S. § 31-12-105(1)(e) requires the Town of Erie to annually adopt a Three-Mile Plan that generally describes the location, character, and extent of future public utilities and infrastructure as well as proposed land uses in an area extending three miles beyond the municipal boundaries, prior to completing annexation of land.
- Historically, staff have relied on the Three-Mile Plan, the Comprehensive Plan, and additional long range and strategic plans previously adopted and used by the Town to help inform development decisions.
- This is the practice of most municipalities in Colorado. Therefore, a Resolution formally adopting the compilation of land use plans, procedures and documents as the Three-Mile Plan for the Town is appropriate.

BACKGROUND OF SUBJECT MATTER:
Since adopting the Three-Mile Plan in 2024 the following have been updated:

- Erie Municipal Code
- Official Zoning Map
- Standards and Specifications for Design and Construction of Public Improvements

ATTACHMENT(S):

1. Resolution

Town of Erie
Resolution No. 26-013

A Resolution of the Town Council of the Town of Erie Adopting the Town's Three Mile Plan

Whereas, pursuant to C.R.S. § 31-12-105(1)(e), prior to the completion of any annexation within a three-mile area outside of the boundaries of the Town, the Town must have in place a plan that generally describes the proposed location, character and extent of certain public facilities, located within three miles of the Town's boundaries (the "Three Mile Plan");

Whereas, the Town has enacted, adopted and approved the various plans, documents, ordinances, and resolutions listed in **Exhibit A**, attached hereto and incorporated herein by this reference (collectively the "Plans"); and

Whereas, the Town Council determines that the Plans, when considered together as a whole, adequately comply with the requirements of state law for the Three Mile Plan.

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

Section 1. The Plans are hereby adopted as the Town's Three Mile Plan.

Adopted this 27th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Exhibit A
Plans

The Plans include all of the following documents, as amended and with all appendices:

- Erie Municipal Code
- Official Zoning Map
- Comprehensive Plan
- Land Use Plan Map
- Downtown Redevelopment Framework Plan
- Town Center Master Plan
- Transportation and Mobility Plan
- Erie Parkway Corridor Study
- Airport Strategic Plan
- Sustainability Strategic Plan
- Wastewater Utility Plan
- Wastewater Collection Systems Master Plan
- Water Conservation Master Plan
- Non-Potable Water Master Plan
- Drought and Water Supply Shortage Plan
- Water Efficiency Plan
- Coal Creek Rock Creek Flood Hazard Area Delineation
- Coal Creek and Rock Creek Major Drainageway Plan
- Coal Creek Conceptual Design Report
- Outfall Systems Plans
- Weld County Master Drainage Plan
- Standards and Specifications for Design and Construction of Public Improvements
- Facilities Strategic Plan
- Parks, Recreation, Open Space, and Trails Master Plan
- Mixed Use Development Vision Guide
- Police Department Strategic Plan
- Natural Areas Inventory

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-35, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Consenting to the Mayor's Appointment of Weld County Commissioner Scott James to the Town of Erie Urban Renewal Authority Board

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:
N/A

POLICY ISSUES:
To maintain a full appointed Board of Commissioners for TOEURA and have active representation by the County(ies) on the TOEURA Board, as required by State statute, the Council must weigh in on TOEURA appointments.

STAFF RECOMMENDATION:
Approve the Resolution consenting to the Mayor's Appointment of Weld County Commissioner Scott James to the Town of Erie Urban Renewal Authority.

SUMMARY/KEY POINTS

- Commissioner Lynette Peppler previously served in the County Appointee Position as the Weld County Commissioner representing the Erie area.
- Weld County recently completed a redistricting process, and Commissioner Scott James now represents the district including the Town of Erie.
- Weld County and Boulder County have agreed to nominate Scott James, an elected board member of the Weld County Board of Commissioners, to fill the County Appointee Position.

BACKGROUND OF SUBJECT MATTER:
Pursuant to C.R.S. § 31-25-104(2.5), as amended, the Town of Erie Urban Renewal Authority ("TOEURA") is comprised of Board Members representing the collective interests of the Town, county

(ies), and all taxing bodies levying a mill levy within the boundaries of TOEURA, including one member who is "appointed by the board of county commissioners of the county in which the territorial boundaries of the urban renewal authority area are located" (the "County Appointee Position").

Weld County Commissioner Lynette Peppler has been serving as the County Appointee since Jan. 2025, but Weld County recently completed a redistricting process, and Commissioner Scott James now represents the district including the Town of Erie.

The territorial boundaries of the Town of Erie Urban Renewal Authority Area are located within both Weld County and Boulder County. C.R.S. § 31-25-104(2.5) provides that "if the urban renewal authority area is located within the boundaries of more than one county, the appointment is made by agreement of all of the counties in which the boundaries of the urban renewal authority area are located".

Weld County and Boulder County have agreed to nominate Commissioner Scott James, an elected board member of the Weld County Board of Commissioners, to fill the County Appointee Position. The Mayor, with the consent of the Town Council, desires to appoint Commissioner James to be a board member of the TOEURA to fill the County Appointee Position.

TOEURA is responsible for seven existing URA Plan Areas, including four in Weld County (Colliers Hill, Historic Old Town, Erie Airport and Erie Gateway Phase 1) and three in Boulder County (Four Corners, Nine Mile and Erie Town Center).

ATTACHMENT(S):

1. Resolution 26-008
2. Weld County Nomination of Commissioner James

Town of Erie
Resolution No. 26-008

A Resolution of the Town Council of the Town of Erie Consenting to the Mayor's Appointment of Weld County Commissioner Scott James to the Town of Erie Urban Renewal Authority Board

Whereas, pursuant to C.R.S. § 31-25-104(2.5), as amended, the Board of the Town of Erie Urban Renewal Authority ("TOEURA") includes one member who is "appointed by the board of county commissioners of the county in which the territorial boundaries of the urban renewal authority area are located" (the "County Appointee Position");

Whereas, the territorial boundaries of TOEURA are located in both Weld County and Boulder County;

Whereas, the Weld County Commissioners have recommended the appointment of Scott James, an elected board member of the Weld County Board of Commissioners, to fill the County Appointee Position;

Whereas, the Mayor, with the consent of the Town Council, desires to appoint Scott James to the County Appointee Position.

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

Section 1. The Town Council hereby consents to the Mayor's appointment of Scott James, an elected board member of the Weld County Board of Commissioners, to fill the County Appointee Position on the TOEURA Board, pursuant to C.R.S. § 31-25-104(2.5).

Adopted this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

OFFICE OF THE BOARD OF COMMISIONERS
(970) 400-4200
1150 O St., P.O. Box 758
Greeley, CO 80632

December 23, 2025

Malcolm Fleming
Town Manager & TOEURA Executive Director
Town of Erie Urban Renewal Authority
Via Email: mfleming@erieco.gov

RE: Weld County Representative

Dear Mr. Fleming,

This letter is to recommend Weld County Commissioner Scott James to be the Weld County Representative on this board. This would be effective immediately.

If you need anything further other than this letter to have Commissioner James appointed, please let us know.

Sincerely,

Perry L. Buck
Chair, Weld County Board of Commissioners

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-56, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving the 2026 Council Work Plan

DEPARTMENT: Town Manager's Office

PRESENTER(S): Malcolm Fleming, Town Manager

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

FISCAL SUMMARY:
Approximate costs and fund sources reflected in the attached table.

POLICY ISSUES:
Ensuring that the Work Plan reflects the Council's priorities.

STAFF RECOMMENDATION:
Approve the resolution.

SUMMARY/KEY POINTS
- On Jan. 6, 2026 Council discussed and provided direction on the Draft Work Plan. The attached Work Plan reflects that Council direction and thus staff askes for Council approval.
- The Work Plan reflects the 2026 Budget as well as policy issues that may have minimal budget impact, but still require significant Council and staff time.
- The Work Plan helps Council and staff remain focused on the highest priority issues.

BACKGROUND OF SUBJECT MATTER:
While the annual budget sets the Town's priorities and the funding devoted to each, there are many issues that require Council and staff time to a greater or lesser degree than their budget impact. To set reasonable expectations, allocate Council meeting time to consider issues, and help ensure the Council and staff stay focused on the Council's top priorities, the Town Manager asks Council to also adopt an annual Work Plan.

The 2026 Work Plan lists over 70 different issues, including issues Council Members asked to be added during the Jan. 6 meeting. Based on the projected Council meeting time allotted for each

issue, it will be necessary for Council to have more than 2 regular meetings and 1 study session each month. Staff will update the Advance Agenda to reflect a proposed schedule for Council to consider the issues on the Work Plan that require Council discussion or action. Additionally, to ensure staff remain focused on Council's highest priorities, as new issues arise, Town Management will ask Council where those new issues fit into the current priorities listed on the Work Plan.

ATTACHMENT(S):

1. 2026 Work Plan
2. Draft Work Plan showing additions from the Jan. 6 Council Meeting in red
3. Resolution

2026 Work Plan as of January 13, 2026												
			Time Allotment (3)									
#	Issue	Focus Areas (2)	Regular Meetings	Work Sessions	Council Time Priority (1)	Team Lead	Other Departments Impacted	GF/CIF	Utility	Impact Fees	Other
	General Fund and Capital Improvement Fund										
1	LAWS P&OS/PW Space Needs Analysis and Funding	1, 2, 8, 9	1	3	1	PW	P&R, FN, UTE	4	4	4	4
2	EPD Expansion Construction & Construction Phasing	6	0.5	0	1	PW	EPD, P&D, UTL	4		4	
3	Erie Town Center Development (Mitigation, Hotel, PD Amendment)	5, 9	1	3	1	ED	P&D, PW, FN, ES	4		4	4
4	Impact Fee Study	2	3	3	1	Finance	P&R, PW, CE	2			
5	UDC (Unified Development Code) Update	2	3	3	1	P&D	P&R, PW, ED, ES, UTL	2			
6	ECP #2 (Community Campus) Planning	9	5	5	1	P&R	FN, PW, P&D	1		1	1
7	2026 Ballot Initiative	9	2	3	1	TM	P&R, PW. CE	1			
8	2027 Budget and 5-Year CIP (Using Budgeting for Resiliency Guidelines)	All	6	4	1	Finance	All	1			
9	Comp Plan/Density/Old Town Strategic Planning Update	2, 1	1	1.5	1	P&D	UT, FN, PR, CE	1	1	1	1
10	Work Plan Review and Approval	All	0	0.5	1	TM	All	1			
11	Mineral Rights Valuation	7, 9	3	0	1			1			
12	Planning Commission Interviews & Appointments	1, 2, 4, 5, 8	3	0	1	ADM	P&D	1			
13	CLR to HW7 Portion of North-South Road Connection Feasibility Studies	1	0.5	2	2	PW	ES, P&D	2			
14	Erie Community Center Addition Design Review	9	1	2	2	PW	P&R, FN, CE	1		4	4
15	Affordable Housing Policy & Strategy Update (including joint meeting with PC)	4	2	4	2	P&D	PW, ED, CE	1			
16	Concept Plan and PD for Village at Coal Creek	4	1	2	2	P&D	P&R, PW	1			
17	Erie Airport Economic Development	5	2	1	2	ED	PW, P&D	1			
18	Airport Fees and Other Airport Issues	5, 10	1	1	2	PW	ED, FN	3			
19	Town Council Rules of Procedure and Code of Conduct	N	1	1	2	ADM	TM	1			
20	Lafayette IGA Review	5	1	1	2	TM	P&D, FN, UT, ED	4			
21	Redtail Ranch Final Plat	2, 4, 7, 8	2	0	2	P&D	PW, UT, FN	1			
22	Landfill Task Force Recommendations Implementation	9	1	1	2	ES	PW, UT, FN	1			
23	Street Light Purchase and Conversion	9	0.25	0.5	3	ES/PW	P&D (design)	4			
24	County Line Road Improvements- Cheesman to SH52	1	0.25	0	3	PW	CE	3		4	4
25	Public Art: Placemaking Plan Review and Projects Update	9	0	1	3	P&R	P&D	2			
26	Update to Special District Policy	2	1	1	3	TM	P&D, P&R, PW, ES, ED	1			
27	I-25 Gateway Plan (PD)	9	2	1	3	P&D	PW, ED, P&R	1			
28	Old Town Area Plan	4	2	2	3	P&D	PW, P&R, ED	1			
29	Historic Old Town Developments (Wells/Kattell approved, Briggs/Maxwell to come)	5	1	0	3	ED	PW, P&D	1			
30	ADA Transition Plan	10	0.5	0	3	ADM	All	4			
31	New Agenda Management Software.	N	0	0.5	3	ADM	All	1			
32	Sprinkler Ordinance	6	2	0	3	P&D	TA	1			
33	Parkdale School	9	0.5	0.5	3	TM	P&D, PW	1			
34	E-Bike Ordinance	6	0.5	0	3	PD	TA	1			
35	Open Burning Ordinance	6	0.5	0	3	PD	TA	1			
36	Camping Ban and/or Sit/Lie Ordinance	6	0.5	0.5	3	PD	TA	1			
37	Kratom Prohibition	6	0.25	0.25	3	TA	PD	1			
38	Development Review of Tebo Property in Lafayette	2, 5	0	0.5	3	P&D	ED, UT, PW, FN	1			
39	Waste Collection Options	9	1	1	3	ES	FN	1			
40	Short Term Rental Policy & Other Sundance FF Related Actions	5, 9	1	1	3	P&D	FN, ED	1			
41	Van Lone Recognition	NA	0.25	0	3			1			
42	Street renaming	6	0.25	0.25	3	PW	P&D	1			
	Impact Fees and Other Funds										
43	111th Street and Arapahoe Road Intersection Widening - Construction	1	0.25	0	3	PW	Util, P&R, CE			3	
44	I-25 Gateway: Land Contract, Sewer Design, IGA	5 9	1	3	3	P&D/ED	PR, PW, ED, U				2

45	Compass Park	9	0	0	4	P&R	PW, CE, FN			4	1	
46	Morgan Hill Neighborhood Park	9	0	0	4	P&R	PW, CE, FN			4	4	
	Utility Funds											
47	Windy Gap Firming (aka Chimney Hollow)	3	3	1	1	UT	P&D, FN		4			
48	Northern Integrated Supply Project (NISP)	3	3	1	1	UT	FN/PW/P&D		4			
49	Utility Rate Study and Rate Adjustments	3	2	2	1	UT/FN	PW		3			
50	North Water Treatment Plant Design, CMAR & Property Acquisition	3	2	1	2	UT	PW/FN/P&D		4			
51	Water Code Update	3	1	1	2	UT/FN	ES		1			
52	Zones 2 & 3 Water Storage Tanks	3	1	1	3	UT	PW, P&D		4			
53	111th Street Drainage Improvements	2	0.5	1	3	PW	P&R, UT, P&D		4			
54	Solar at Lynn R. Morgan Water Treatment Facility	3	0.25	0	4	PW	ES, UT, PW		3			
55	NWRF Solar	3	0.25	0	4	PW	UT, ES		4			
56	Coal Creek Improvements - Reach 2 and 4	1, 9, 10	0.25	0	4	PW	P&R		4			4
57	US 52 Drainage Crossing	1	0.25	0	4	PW	P&D, ED		4			
	Other Staff Workload that does not require Council Involvement											
58	Daily Operations	All			4	All		4	4	4	4	
59	County Line Road and Erie Parkway Intersection Improvements	1	0.5	1	4	PW	P&D, P&R, ED, CE	4		4		
60	Implementing the Flex Ride Service (Erie Bee)	1, 10	0	0	4	PW	FN, CE	2			2	
61	CLR Improvements- Erie Parkway to Telleen - Design and Construction	1	0.25	0	4	PW	P&R, UT, P&D	4		4		
62	Schofield Phase II, Package A, Barn Rehab, and Makerspace Construction	9	0	0	4	P&R	PW	2		4	4	
63	RTD Bus Stops for the Jump	1	0	0	4	PW	P&R, P&D, CE	2			2	
64	Trail Design & Construction/Wayfinding Projects	9, 10	0	0	4	P&R	P&D, PW				2	
65	Erie Makerspace Lease Agreement	9	0	0.25	4	ED	P&R, PW, CE	1				
66	PD Fleet technology replacement	6	0	0	4	IT	PD			4	4	
67	Onboarding Town Attorney and Hiring Staff	All	0	0	4	TM	All	1				
68	2026 Election	All	0	0	4	Adm	P&R, PW	1				
69	CAPRA Re-Accreditation	9	0	0	4	P&R		1				
70	Branding Update	NA	0	0	4	CE	PD, PR	1				
71	Server Refresh	NA	0	0	4	IT		2	2			
72	AI Chatbot Project	NA	0	0	4	IT	All	2				
73	Creation of Communications Certification for staff	NA	0	0	4	CE		1				
74	Re-design employee performance evaluations	NA	0	0	4	HR	All	1				
	Contingency for unanticipated issues and new Council initiatives.	15%	12	10								
	Regular Meeting Issues (Development Public Hearings, Council Reports, etc.)	15%	12	0								
	Total Projected Meeting Time For All Issues		93	73				**Required Budget**				
	Time Budget (Total Available Meeting Time)(3)		77	66				Existing (<$100K) = 1				
	Additional Meetings Needed=>	5	**-16**	**-7**		2	<=Additional SS Needed	Low ($100K-$250K) = 2				

(1) Priority in terms of issures requiring Council Time: 1=Top, 2=Moderate, 3=Low, 4=None

Moderate ($250K-$1M) = 3

(2) The 10 top priority areas from the Community Survey : 1. Traffic & Infrastructure, 2. Growth & Development, 3. Water Cost & Availability, 4. Affordable & Diverse Housing, 5. Commercial Development, 6. Public Safety Services, 7. Oil & Gas Regulation, 8. Preserving Open Space, 9. Community Amenities, 10. Multi-Modal Focus

Significant >$1M = 4

(3) Assumes 2 Regular Meetings and 1 Work Session per month (less 1 month due to holidays), averaging 3.5 (Regular) and 3.0 (Study Session) hours per each meeting.

2026 Work Plan as of January 6, 2026												
			Time Allotment (3)									
#	Issue	Focus Areas (2)	Regular Meetings	Work Sessions	Council Time Priority (1)	Team Lead	Other Departments Impacted	GF/CIF	Utility	Impact Fees	Other
	General Fund and Capital Improvement Fund										
1	LAWS P&OS/PW Space Needs Analysis and Funding	1, 2, 8, 9	1	3	1	PW	P&R, FN, UTE	4	4	4	4
2	EPD Expansion Construction & Construction Phasing	6	0.5	0	1	PW	EPD, P&D, UTL	4		4	
3	Erie Town Center Development (Mitigation, Hotel, PD Amendment)	5, 9	1	3	1	ED	P&D, PW, FN, ES	4		4	4
4	Impact Fee Study	2	3	3	1	Finance	P&R, PW, CE	2			
5	UDC (Unified Development Code) Update	2	3	3	1	P&D	P&R, PW, ED, ES, UTL	2			
6	ECP #2 (Community Campus) Planning	9	5	5	1	P&R	FN, PW, P&D	1		1	1
7	2026 Ballot Initiative	9	2	3	1	TM	P&R, PW. CE	1			
8	2027 Budget and 5-Year CIP (Using Budgeting for Resiliency Guidelines)	All	6	4	1	Finance	All	1			
9	Comp Plan/Density/Old Town Strategic Planning Update	2, 1	1	1.5	1	P&D	UT, FN, PR, CE	1	1	1	1
10	Work Plan Review and Approval	All	0	0.5	1	TM	All	1			
11	Mineral Rights Valuation	7, 9	3	0	1			1			
12	Planning Commission Interviews & Appointments	1, 2, 4, 5, 8	3	0	1	ADM	P&D	1			
13	CLR to HW7 Portion of North-South Road Connection Feasibility Studies	1	0.5	2	2	PW	ES, P&D	2			
14	Erie Community Center Addition Design Review	9	1	2	2	PW	P&R, FN, CE	1		4	4
15	Affordable Housing Policy & Strategy Update (including joint meeting with PC)	4	2	4	2	P&D	PW, ED, CE	1			
16	Concept Plan and PD for Village at Coal Creek	4	1	2	2	P&D	P&R, PW	1			
17	Erie Airport Economic Development	5	2	1	2	ED	PW, P&D	1			
18	Airport Fees and Other Airport Issues	5, 10	1	1	2	PW	ED, FN	3			
19	Town Council Rules of Procedure and Code of Conduct	N	1	1	2	ADM	TM	1			
20	Lafayette IGA Review	5	1	1	2	TM	P&D, FN, UT, ED	4			
21	Redtail Ranch Final Plat	2, 4, 7, 8	2	0	2	P&D	PW, UT, FN	1			
22	Landfill Task Force Recommendations Implementation	9	1	1	2	ES	PW, UT, FN	1			
23	Street Light Purchase and Conversion	9	0.25	0.5	3	ES/PW	P&D (design)	4			
24	County Line Road Improvements- Cheesman to SH52	1	0.25	0	3	PW	CE	3		4	4
25	Public Art: Placemaking Plan Review and Projects Update	9	0	1	3	P&R	P&D	2			
26	Update to Special District Policy	2	1	1	3	TM	P&D, P&R, PW, ES, ED	1			
27	I-25 Gateway Plan (PD)	9	2	1	3	P&D	PW, ED, P&R	1			
28	Old Town Area Plan	4	2	2	3	P&D	PW, P&R, ED	1			
29	Historic Old Town Developments (Wells/Kattell approved, Briggs/Maxwell to come)	5	1	0	3	ED	PW, P&D	1			
30	ADA Transition Plan	10	0.5	0	3	ADM	All	4			
31	New Agenda Management Software.	N	0	0.5	3	ADM	All	1			
32	Sprinkler Ordinance	6	2	0	3	P&D	TA	1			
33	Parkdale School	9	0.5	0.5	3	TM	P&D, PW	1			
34	E-Bike Ordinance	6	0.5	0	3	PD	TA	1			
35	Open Burning Ordinance	6	0.5	0	3	PD	TA	1			
36	Camping Ban and/or Sit/Lie Ordinance	6	0.5	0.5	3	PD	TA	1			
37	Kratom Prohibition	6	0.25	0.25	3	TA	PD	1			
38	Development Review of Tebo Property in Lafayette	2, 5	0	0.5	3	P&D	ED, UT, PW, FN	1			
39	Waste Collection Options	9	1	1	3	ES	FN	1			
40	Short Term Rental Policy & Other Sundance FF Related Actions	5, 9	1	1	3	P&D	FN, ED	1			
41	Van Lone Recognition	NA	0.25	0	3			1			
42	Street renaming	6	0.25	0.25	3	PW	P&D	1			
	Impact Fees and Other Funds										
43	111th Street and Arapahoe Road Intersection Widening - Construction	1	0.25	0	3	PW	Util, P&R, CE			3	
44	I-25 Gateway: Land Contract, Sewer Design, IGA	5 9	1	3	3	P&D/ED	PR, PW, ED, U				2

45	Compass Park	9	0	0	4	P&R	PW, CE, FN			4	1	
46	Morgan Hill Neighborhood Park	9	0	0	4	P&R	PW, CE, FN			4	4	
	Utility Funds											
47	Windy Gap Firming (aka Chimney Hollow)	3	3	1	1	UT	P&D, FN		4			
48	Northern Integrated Supply Project (NISP)	3	3	1	1	UT	FN/PW/P&D		4			
49	Utility Rate Study and Rate Adjustments	3	2	2	1	UT/FN	PW		3			
50	North Water Treatment Plant Design, CMAR & Property Acquisition	3	2	1	2	UT	PW/FN/P&D		4			
51	Water Code Update	3	1	1	2	UT/FN	ES		1			
52	Zones 2 & 3 Water Storage Tanks	3	1	1	3	UT	PW, P&D		4			
53	111th Street Drainage Improvements	2	0.5	1	3	PW	P&R, UT, P&D		4			
54	Solar at Lynn R. Morgan Water Treatment Facility	3	0.25	0	4	PW	ES, UT, PW		3			
55	NWRF Solar	3	0.25	0	4	PW	UT, ES		4			
56	Coal Creek Improvements - Reach 2 and 4	1, 9, 10	0.25	0	4	PW	P&R		4			4
57	US 52 Drainage Crossing	1	0.25	0	4	PW	P&D, ED		4			
	Other Staff Workload that does not require Council Involvement											
58	Daily Operations	All			4	All		4	4	4	4	
59	County Line Road and Erie Parkway Intersection Improvements	1	0.5	1	4	PW	P&D, P&R, ED, CE	4		4		
60	Implementing the Flex Ride Service (Erie Bee)	1, 10	0	0	4	PW	FN, CE	2			2	
61	CLR Improvements- Erie Parkway to Telleen - Design and Construction	1	0.25	0	4	PW	P&R, UT, P&D	4		4		
62	Schofield Phase II, Package A, Barn Rehab, and Makerspace Construction	9	0	0	4	P&R	PW	2		4	4	
63	RTD Bus Stops for the Jump	1	0	0	4	PW	P&R, P&D, CE	2			2	
64	Trail Design & Construction/Wayfinding Projects	9, 10	0	0	4	P&R	P&D, PW				2	
65	Erie Makerspace Lease Agreement	9	0	0.25	4	ED	P&R, PW, CE	1				
66	PD Fleet technology replacement	6	0	0	4	IT	PD			4	4	
67	Onboarding Town Attorney and Hiring Staff	All	0	0	4	TM	All	1				
68	2026 Election	All	0	0	4	Adm	P&R, PW	1				
69	CAPRA Re-Accreditation	9	0	0	4	P&R		1				
70	Branding Update	NA	0	0	4	CE	PD, PR	1				
71	Server Refresh	NA	0	0	4	IT		2	2			
72	AI Chatbot Project	NA	0	0	4	IT	All	2				
73	Creation of Communications Certification for staff	NA	0	0	4	CE		1				
74	Re-design employee performance evaluations	NA	0	0	4	HR	All	1				
	Contingency for unanticipated issues and new Council initiatives.	15%	12	10								
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	Total Projected Meeting Time For All Issues		93	73								
	Time Budget (Total Available Meeting Time)(3)		77	66								
	Additional Meetings Needed=>	5	**-16**	**-7**		2	<=Additional SS Needed					

Required Budget
Existing (<$100K) = 1
Low ($100K-$250K) = 2
Moderate ($250K-$1M) = 3
Significant >$1M = 4

(1) Priority in terms of issures requiring Council Time: 1=Top, 2=Moderate, 3=Low, 4=None

(2) The 10 top priority areas from the Community Survey : 1. Traffic & Infrastructure, 2. Growth & Development, 3. Water Cost & Availability, 4. Affordable & Diverse Housing, 5. Commercial Development, 6. Public Safety Services, 7. Oil & Gas Regulation, 8. Preserving Open Space, 9. Community Amenities, 10. Multi-Modal Focus

(3) Assumes 2 Regular Meetings and 1 Work Session per month (less 1 month due to holidays), averaging 3.5 (Regular) and 3.0 (Study Session) hours per each meeting.

Town of Erie
Resolution No. 26-014

A Resolution of the Town Council of the Town of Erie Approving the 2026 Council Work Plan

Whereas, the annual budget sets the Town's priorities and the funding devoted to each, and

Whereas, there are many issues that require Council and staff time to a greater or lesser degree than their budget impact, and

Whereas, to set reasonable expectations, allocate Council meeting time to consider issues, and help ensure the Council and staff stay focused on the Council's top priorities, the Town Council desires to adopt a Work Plan, and

Whereas, the Work Plan will be updated during the year to reflect unanticipated issues that arise, to adjust priorities as Council deems appropriate, and to reflect the actual amount of time needed for appropriate consideration of all issues.

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

Section 1. The 2026 Council Work Plan is hereby adopted.

Adopted this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-39, **Version:** 1

SUBJECT:
An Ordinance Concerning the Financing of the Acquisition and Construction of a Police Facility and Related Improvements and Other Capital Improvements of the Town, and In Connection Therewith Authorizing the Execution and Delivery By the Town of A Site Lease Agreement, A Lease Purchase Agreement, and Other Documents Related Thereto; and Providing Other Matters Related Thereto

DEPARTMENT: Finance

PRESENTER(S): Sara Hancock, Director of Finance
Mattie Prodanovic, Hilltop Securities

TIME ESTIMATE: 30 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
N/A

POLICY ISSUES:
Financing the Public Safety Building and Mine Mitigation projects is within the purview of the Town Council.

STAFF RECOMMENDATION:
Approve the ordinance.

SUMMARY/KEY POINTS
This ordinance is required to facilitate the execution and delivery of Certificates of Participation (COPs) for the Town of Erie's Public Safety Building and Mine Mitigation projects.

- The Ordinance, if approved by Council, establishes certain parameters within which the COPs may be issued.
- The Town will participate in a ratings call, receive a credit rating, and post the preliminary offering statement.
- Once complete, the COPs will be priced and the Town will close, with funds available for the projects.

BACKGROUND OF SUBJECT MATTER:

On Nov. 18, 2025, the Town Council approved the 2026 Budget, which included three projects to be funded through Certificates of Participation (COPs). The Public Safety Building (maximum cost $47 million), Town Center mine mitigation ($5.1 million), and Erie Community Center mine mitigation ($2 million). All projects are anticipated to be under construction in 2026. The budget includes an anticipated COP payment of $3,190,199 in 2026. Any overage for the payment can be identified and appropriated in a supplemental process.

In anticipation of these projects being funded through COPs, the Town Council also approved a reimbursement resolution for these projects. This allows staff to continue the design, preparation, and initial construction on the projects and reimburse the expenses with debt proceeds from the COPs.

Public Safety Building
The largest portion of the net proceeds of the COPs are expected to be used to finance the acquisition, construction, installation, equipping and improvement of a police station facility. Specifically, the existing Erie Police Department (EPD) building is undersized for current operations and various spaces such as storage rooms have been converted into offices to accommodate staff needs. In 2024, EPD had 60 staff members and is projected to eventually grow to approximately 130 staff members.

This project will include extensive remodeling of the existing EPD building along with two proposed building additions: a one-story addition at the southeast corner of the existing building, which is proposed to be 2,382 square feet, and a two-story addition along the entire west side of the existing building, which is proposed to be 27,996 square feet, bringing the total gross square footage of the entire proposed building to 48,349 square feet. Overall, 56 public parking spaces and 95 staff parking spaces will be provided with the new site layout.

Town Center and ECC Mine Mitigation
The remainder of the proceeds of these COPs will be used to complete mine mitigation at the Erie Town Center development site, located at the northwest corner of Erie Parkway and County Line Road, and a portion of the Erie Community Center property, located at the northeast corner of Erie Parkway and County Line Road. The mitigation will include acquiring, constructing, installing and equipping structural support for buildings and other infrastructure constructed above historic subsurface mines. The Town has partnered with Evergreen Devco Inc. for Phase 1 of Erie Town Center to develop a grocery store, multiple commercial pads and retail shops buildings, surface parking, and public roads. The Town intends to construct additional outdoor recreation courts on the Erie Community Center site. The underground mine subsidence mitigation is necessary for both projects given the history of mining on these sites.

Current Financing Estimates
The Town is using COPs to finance the Public Safety building and the mine mitigation. COPs have no directly pledged revenues, like General Obligation or Revenue Bonds, but are subject to annual

appropriation by the Council. The Town has built the anticipated payments into the long-term financial plan to demonstrate the Town's ability to continue to appropriate the debt service payment:

	2025 Budget	2025 Supp	2026 Adopted	2027 Forecast	2028 Forecast	2029 Forecast	2030 Forecast
Revenues	63,952,197	64,588,398	69,306,130	66,524,629	69,221,526	72,129,176	75,052,131
Debt	3,990,163	3,990,163	4,684,362	4,205,812	4,205,812	4,205,812	4,205,812
Operating w/ Turnback	52,302,638	56,433,123	54,125,485	56,194,546	59,363,289	62,851,545	66,606,252
Ending Spendable FB	25,380,948	22,686,564	20,836,333	17,770,404	17,122,829	18,094,648	18,162,896
Minimum FB	14,358,112	15,359,584	14,952,272	15,360,928	16,198,482	17,112,351	18,093,061

COPs will not result in a tax increase. The payment is not considered a multi-year obligation under TABOR. However, the Town will treat this obligation as debt for fiscal planning purposes.

At the maximum issuance amount of $54 million for all projects, the current estimates for a 30-year maturity on the COPs would have an annual debt service payment of approximately $3.4 million. This is approximately $300,000 more than budgeted. Staff will identify a source of funds for the final overage and appropriate in supplemental, if needed. The final payment is dependent on the final interest rate (currently estimated at 4.9%) and the final Guaranteed Maximum Price (GMP) of the Public Safety building.

The COPs will be issued in two Series:

- Tax-exempt to fund $47 million for the public safety building.
- Taxable to fund $7 million for the mine mitigation.

The taxable portion may change, as the ECC is currently included in that calculation and is likely eligible for tax exempt status.

The preliminary schedule for payments and total cost are:

	Tax-Exempt*	Taxable*	Total*
2026	$1,745,429	$1,644,085	$3,389,514
2027	2,284,925	1,068,742	3,353,667
2028	2,284,925	1,067,791	3,352,716
2029	2,284,925	1,070,400	3,355,325
2030	2,284,925	1,066,636	3,351,561
2031	2,284,925	1,070,441	3,355,366
2032	2,284,925	1,067,128	3,352,053
2033	3,354,925	-	3,354,925
2034	3,351,425	-	3,351,425
2035	3,355,425	-	3,355,425
2036	3,351,425	-	3,351,425
2037	3,354,675	-	3,354,675
2038	3,354,675	-	3,354,675
2039	3,351,425	-	3,351,425
2040	3,354,925	-	3,354,925
2041	3,354,675	-	3,354,675
2042	3,355,675	-	3,355,675
2043	3,352,675	-	3,352,675
2044	3,355,675	-	3,355,675
2045	3,354,175	-	3,354,175
2046	3,353,175	-	3,353,175
2047	3,352,425	-	3,352,425
2048	3,351,388	-	3,351,388
2049	3,354,575	-	3,354,575
2050	3,351,463	-	3,351,463
2051	3,352,050	-	3,352,050
2052	3,355,813	-	3,355,813
2053	3,352,225	-	3,352,225
2054	3,356,288	-	3,356,288
2055	3,352,213	-	3,352,213
Total	**$92,588,366**	**$8,055,220**	**$100,643,586**

Ordinance Parameters

The Ordinance being considered by Council establishes certain parameters within which the COPs may be issued upon final acceptance by the Town Manager or Finance Director.

- The Site Lease Termination Date shall be no later than Dec. 31, 2065; the Lease Term shall not extend beyond Dec. 31, 2055;
- The combined aggregate principal amount of the Base Rentals payable by the Town pursuant to the Lease for one or more series of COPs (both taxable and tax exempt) shall not exceed $55,000,000;
- The combined maximum annual repayment amount of Base Rentals payable by the Town pursuant to the Lease for one or more series of COPS (taxable and tax-exempt) shall not

exceed $4,600,000;
- The combined maximum total repayment amount of Base Rentals payable by the Town pursuant to the Lease for one or more series of COPs (taxable and tax-exempt) shall not exceed $212,000,000;
- The Lease shall be subject to prepayment at the option of the Town, without penalty, no later than Dec. 1, 2036; and
- The combined maximum net effective interest rate on the interest component of the Base Rentals relating to one or more series of Certificates shall not exceed 5.5%.

These parameters set in the Ordinance are maximums that cannot be exceeded without future Council approval. It is expected that the actual pricing results will be less than what is established above.

ATTACHMENT(S):
1. Presentation
2. Ordinance
3. Indenture
4. Site Lease - 2026 COPs
5. Lease - 2026 COPs
6. Continuing Disclosure Certificate

Certificates of Participation – Public Offering & Financing Information

January 13, 2026

Agenda

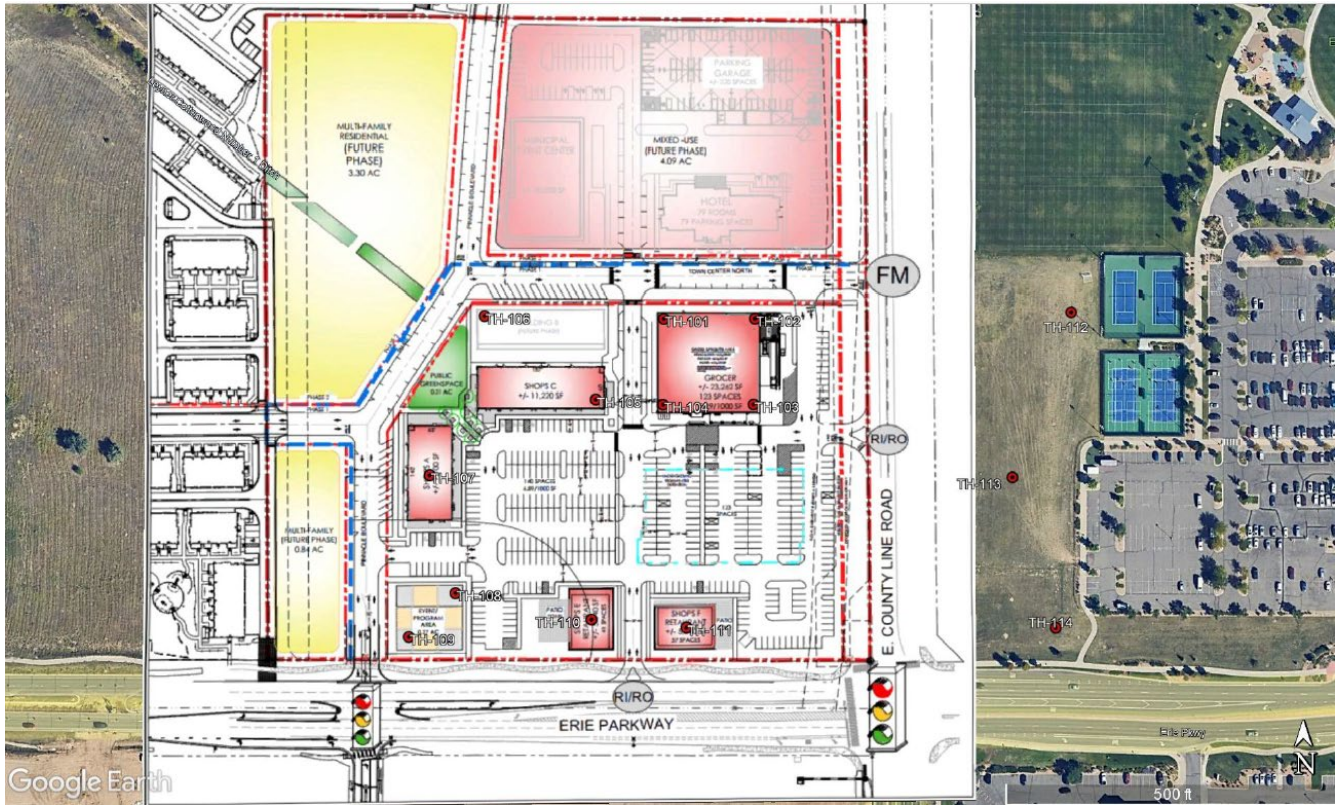
- Project Review
- Preliminary Estimates – COPs
- COP process
- Council Action

Public Safety Building

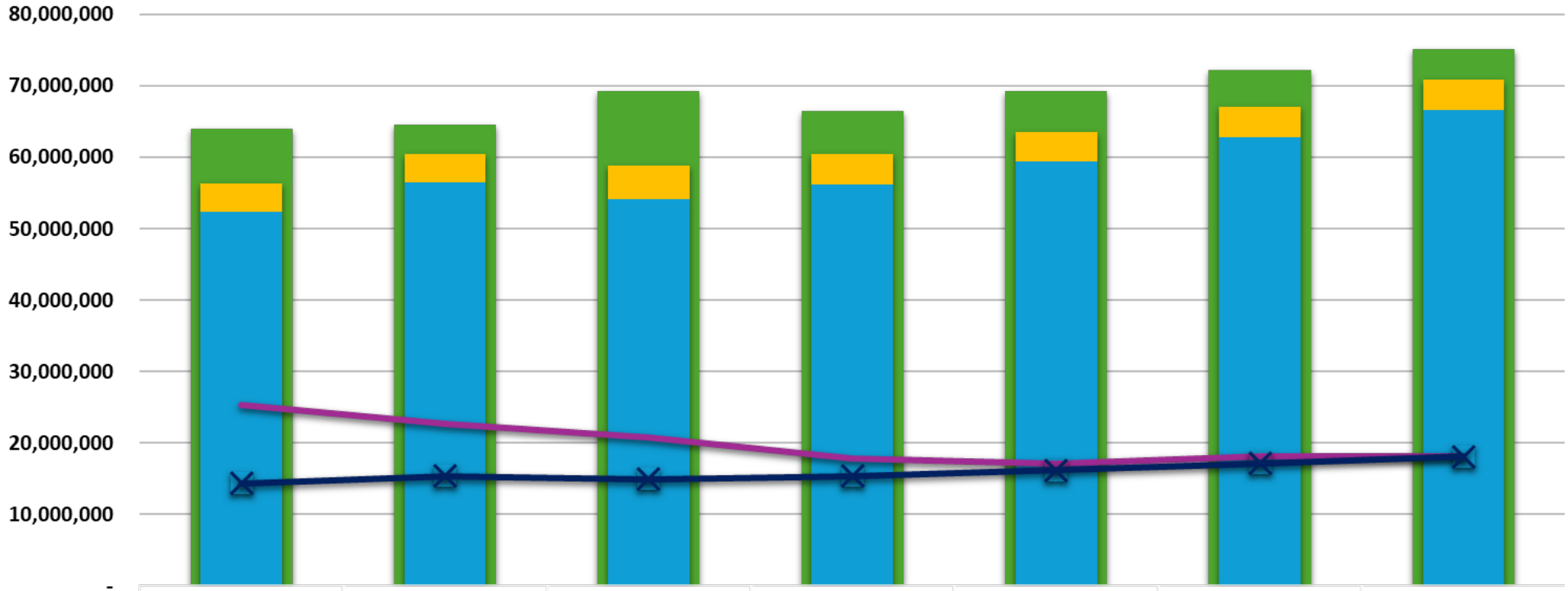
- $47 million estimate
- Currently this is the highest cost estimate, facility GMP could finalize at a lower cost

Mine Mitigation – Town Center & ECC

- **Town Center Mine Mitigation** -$5.1 million estimate
- **Erie Community Center** - $2 million estimate



2026 Approved Capital/Debt Budget



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Minimum FB	14,358,112	15,359,584	14,952,272	15,360,928	16,195,482	17,112,351	18,093,051

- COP payment is currently budgeted at $3,190.199. Any overage for the payment can be identified and appropriated in a supplemental process.

Preliminary Estimate – COPs

- The Series 2026 COPs will be issued in two Series.
  - Tax-exempt to fund $47 million for the public safety building.
  - Taxable to fund $7 million for the mine mitigation.
- The COPs will have a 30-year final maturity.
- Average annual debt service is estimated to be approximately $3.4 million*.
- Overall interest cost is estimated to be approximately 4.90%*.

*subject to change. Estimated based on current interest rates

	Tax-Exempt*	Taxable*	Total*
2026	$1,745,429	$1,644,085	$3,389,514
2027	2,284,925	1,068,742	3,353,667
2028	2,284,925	1,067,791	3,352,716
2029	2,284,925	1,070,400	3,355,325
2030	2,284,925	1,066,636	3,351,561
2031	2,284,925	1,070,441	3,355,366
2032	2,284,925	1,067,128	3,352,053
2033	3,354,925	-	3,354,925
2034	3,351,425	-	3,351,425
2035	3,355,425	-	3,355,425
2036	3,351,425	-	3,351,425
2037	3,354,675	-	3,354,675
2038	3,354,675	-	3,354,675
2039	3,351,425	-	3,351,425
2040	3,354,925	-	3,354,925
2041	3,354,675	-	3,354,675
2042	3,355,675	-	3,355,675
2043	3,352,675	-	3,352,675
2044	3,355,675	-	3,355,675
2045	3,354,175	-	3,354,175
2046	3,353,175	-	3,353,175
2047	3,352,425	-	3,352,425
2048	3,351,388	-	3,351,388
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2050	3,351,463	-	3,351,463
2051	3,352,050	-	3,352,050
2052	3,355,813	-	3,355,813
2053	3,352,225	-	3,352,225
2054	3,356,288	-	3,356,288
2055	3,352,213	-	3,352,213
Total	**$92,588,366**	**$8,055,220**	**$100,643,586**

Issuance Process – Where do we go from here?

Remaining steps in the issuance process include the following.

1/13	Town Council Approval
1/13	Rating Call
1/28	Receive Rating
2/10	Post Preliminary Official Statement
2/19	Price COPs
3/3	Closing with Funds Available

Parameters Ordinance

- The Ordinance being considered by council establishes certain parameters within which the 2026 Certificates may be issued upon final acceptance by the Town Manager or Finance Director.

  a) the Site Lease Termination Date shall be no later than December 31, 2065;
  b) the Lease Term shall not extend beyond December 31, 2055;
  c) the combined aggregate principal amount of the Base Rentals payable by the Town pursuant to the Lease for one or more series of Certificates shall not exceed $55,000,000;
  d) the combined maximum annual repayment amount of Base Rentals payable by the Town pursuant to the Lease for one or more series of Certificates shall not exceed $4,600,000;
  e) the combined maximum total repayment amount of Base Rentals payable by the Town pursuant to the Lease for one or more series of Certificates shall not exceed $212,000,000;
  f) the Lease shall be subject to prepayment at the option of the Town, without penalty, no later than December 1, 2036; and
  g) the combined maximum net effective interest rate on the interest component of the Base Rentals relating to one or more series of Certificates shall not exceed 5.5%.

Council Action:

- Approve the Ordinance and proceed with authorizing the process for debt financing the Public Safety Facility and Mine Mitigation projects.

Questions & Discussion

Ordinance No. 001-2026

An Ordinance Concerning the Financing of the Acquisition and Construction of a Police Facility and Related Improvements and Other Capital Improvements of the Town, and In Connection Therewith Authorizing the Execution and Delivery By the Town of A Site Lease Agreement, A Lease Purchase Agreement, and Other Documents Related Thereto; and Providing Other Matters Related Thereto

Whereas, the Town of Erie, Colorado (the "Town"), is a duly organized and existing home rule municipality of the State of Colorado (the "State"), created and operating pursuant to Article XX of the Constitution of the State and the home rule charter of the Town (the "Charter"); and

Whereas, the members of the Town Council of the Town (the "Council") have been duly elected or appointed and qualified; and

Whereas, pursuant to Sections 13.5 and 15.01 of the Charter and Article XX of the State Constitution, the Town is authorized to enter into leases or lease-purchase agreements for land, buildings, equipment and other property for governmental or proprietary purposes; and

Whereas, the Council hereby determines that it is in the best interest of the Town and its inhabitants to finance the acquisition, construction, installation, equipping and improvement of a police station facility with associated amenities and supporting public improvements needed or desired in connection therewith and other capital improvements of the Town (collectively, the "Project"); and

Whereas, the Council hereby determines that it is in the best interests of the Town and its inhabitants to finance the Project by entering into a lease financing as hereinafter provided; and

Whereas, the Town hereby determines that the leased property under the Site Lease (hereinafter defined) and the Lease (hereinafter defined) will consist of the real property where the police station facility will be constructed and the buildings and improvements located thereon (as more particularly described in Exhibit A to the Site Lease and the Lease, the "Leased Property"); and

Whereas, the Council has determined and hereby determines that it is in the best interests of the Town and its inhabitants to provide for the financing of the Project by entering into a Site Lease Agreement between the Town, as lessor, and UMB Bank, n.a. (the "Trustee"), acting solely in its capacity of trustee, as lessee (the "Site Lease"), pursuant to which the Town will lease the Leased Property to the Trustee, and a Lease

Purchase Agreement between the Trustee, as lessor, and the Town, as lessee (the "Lease"), pursuant to which the Trustee will lease the Leased Property back to the Town; and

Whereas, pursuant to the Lease, and subject to the right of the Town to terminate the Lease and other limitations as therein provided, the Town will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the Town to use the Leased Property; and

Whereas, the Town's obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the Town; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional, statutory or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the Town in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

Whereas, contemporaneously with the execution and delivery of the Site Lease and the Lease, the Trustee will execute and deliver an Indenture of Trust (the "Indenture") pursuant to which there will be executed and delivered one or more series of certificates of participation, either taxable or tax-exempt, or both (the "Certificates") dated as of their date of delivery that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease) under the Lease, shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the Town to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

Whereas, the Certificates will be executed and delivered pursuant to the Indenture and a Certificate Purchase Agreement between the Trustee and Stifel, Nicolaus & Company, Incorporated, as purchaser of the Certificates (the "Purchase Agreement"), which Purchase Agreement will be acknowledged by the Town; and

Whereas, the net proceeds of the Certificates, together with other available money of the Town, will be used to finance the Project; and

Whereas, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S., as amended (the "Supplemental Act"), provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act; and

Whereas, there has been presented to the Council and are on file with the Town Clerk of the Town (the "Town Clerk") the following: (i) the proposed form of the Site Lease; (ii) the proposed form of the Lease; (iii) the proposed form of the Continuing

Disclosure Certificate to be executed by the Town in connection with the execution and delivery of the Certificates (the "Disclosure Certificate"); (iv) the Preliminary Official Statement relating to the Certificates (the "Preliminary Official Statement"); and (v) the form of Purchase Agreement; each of which is approved by this Ordinance with such changes as are approved by the Town Manager of the Town (the "Town Manager") or the Finance Director of the Town (the "Finance Director"), upon consultation with the Town Attorney; and

Whereas, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

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

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers, agents or employees of the Council or the Town relating to the Site Lease, the Lease, the implementation of the Project, and the sale, execution and delivery of the Certificates is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Council hereby finds and determines, pursuant to the Constitution, the laws of the State and the Charter, that undertaking and implementing the Project and financing the costs thereof pursuant to the terms set forth in the Site Lease and the Lease are necessary, convenient, and in furtherance of the Town's purposes and are in the best interests of the inhabitants of the Town and the Council hereby authorizes and approves the same.

Section 3. Supplemental Act Election; Parameters. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Site Lease and the Lease and in connection therewith delegates to the Town Manager or the Finance Director the independent authority to make any determination delegable pursuant to Section 11-57-205 of the Supplemental Act in relation to the Site Lease and the Lease, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including without limitation, the term of the Site Lease, the term of the Lease and the rental amount to be payable by the Town pursuant to the Lease, subject to the following parameters and restrictions:

(a) the Site Lease Termination Date shall be no later than December 31, 2065;

(b) the Lease Term shall not extend beyond December 31, 2055;

(c) the combined aggregate principal amount of the Base Rentals payable by the Town pursuant to the Lease for one or more series of Certificates shall not exceed $55,000,000;

(d) the combined maximum annual repayment amount of Base Rentals payable by the Town pursuant to the Lease for one or more series of Certificates shall not exceed $4,600,000;

(e) the combined maximum total repayment amount of Base Rentals payable by the Town pursuant to the Lease for one or more series of Certificates shall not exceed $212,000,000;

(f) the Lease shall be subject to prepayment at the option of the Town, without penalty, no later than December 1, 2036; and

(g) the combined maximum net effective interest rate on the interest component of the Base Rentals relating to one or more series of Certificates shall not exceed 5.5%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to the Mayor, the Town Manager or the Finance Director the independent authority to sign the Certificate Purchase Agreement for the purchase of the Certificates, in substantially the form presented to the Council and on file with the Town and as approved as to form by the Town Attorney; provided that the Certificate Purchase Agreement may be completed, corrected, or revised as deemed necessary or appropriate by the parties thereto in order to carry out the purposes of this Ordinance. In addition, the Town Manager or the Finance Director is independently authorized to determine if obtaining an insurance policy for all or a portion of the Certificates is in the best interests of the Town, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment; provided that any such commitment, documents or agreements are first approved as to form by the Town Attorney. The Town Manager or the Finance Director is independently authorized to determine if obtaining a reserve fund insurance policy for the Certificates is in the best interests of the Town, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment; provided that any such documents or agreements are first approved as to form by the Town Attorney.

The delegation set forth in this Section 4 shall be effective for one year following the date hereof.

The Council hereby agrees and acknowledges that the net proceeds of the Certificates, together with other available money of the Town, will be used to finance the Project.

Section 4. Approval of Documents. The Site Lease, the Lease, the Disclosure Certificate, the Preliminary Official Statement, and the Purchase Agreement in substantially the forms presented to the Council and on file with the Town Clerk, are in all respects approved, authorized and confirmed. The Mayor is hereby authorized and

directed for and on behalf of the Town to execute and deliver the Site Lease, the Lease, and the Disclosure Certificate in substantially the forms and with substantially the same contents as on file with the Town Clerk, provided that such documents may be completed, corrected or revised as deemed necessary or appropriate by the Town Manager, in consultation with the Town Attorney, in order to carry out the purposes of this ordinance and to comply with the terms of the Sale Certificate. The execution of the Site Lease, the Lease, and the Disclosure Certificate by the Mayor shall be conclusive evidence of the approval by the Council of such documents in accordance with the terms hereof and thereof.

Section 5. Approval of Official Statement. The Town Manager and the Finance Director are hereby independently authorized to deem the Preliminary Official Statement, with such changes as are approved by the Finance Director or the Town Manager, as final for purposes of Rule 15c2-12 of the Securities and Exchange Commission. A final Official Statement, in substantially the form of the Preliminary Official Statement, is in all respects approved and authorized. The Town Manager or the Finance Director is independently authorized and directed to execute and deliver the final Official Statement, for and on behalf of the Town, in substantially the form and with substantially the same content as the Preliminary Official Statement, provided that such document may be completed, corrected, or revised as deemed necessary or appropriate by the Town Manager, the Finance Director, or the Town Attorney of the Town. The distribution of the Preliminary Official Statement and the final Official Statement (in substantially the form of the Preliminary Official Statement) to prospective purchasers of the Certificates is hereby ratified, approved, and authorized.

Section 6. Authorization to Execute Collateral Documents. The Town Clerk is hereby authorized and directed to attest all signatures and acts of any official of the Town in connection with the matters authorized by this Ordinance and to place the seal of the Town on any document authorized and approved by this Ordinance. The Mayor, the Town Clerk, the Town Manager, the Finance Director and other appropriate employees and officials of the Town are hereby authorized and directed to execute and deliver for and on behalf of the Town any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance; provided that any such certificate, document, instrument or other paper is first approved as to form by the Town Attorney. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any document or instrument by the aforementioned officials or employees of the Town or members of the Council shall be conclusive evidence of the approval by the Council of such document or instrument in accordance with the terms hereof and thereof.

The Mayor, the Town Clerk, the Town Manager, the Finance Director and all other employees and officials of the Town that are authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the "Authorized Documents") are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. No General Obligation Debt. No provision of this ordinance, the Site Lease, the Lease, the Indenture, the Certificates, the Disclosure Certificate, the Certificate Purchase Agreement, the Preliminary Official Statement, or the final Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional, statutory or Charter provision, nor a mandatory charge or requirement against the Town in any ensuing fiscal year beyond the then current fiscal year. The Town shall have no obligation to make any payment with respect to the Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the Town in accordance with the provisions of the Lease. Neither the Lease nor the Certificates shall constitute a mandatory charge or requirement of the Town in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the Site Lease, the Lease or the Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Town within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the Certificates shall directly or indirectly obligate the Town to make any payments beyond those budgeted and appropriated for the Town's then current fiscal year.

Section 8. Reasonableness of Rentals. The Council hereby determines and declares that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section 3 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the Town under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Council hereby determines and declares that the period during which the Town has an option to purchase

the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Council hereby further determines that the amount of rental payments to be received by the Town from the Trustee pursuant to the Site Lease is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease as provided therein.

Section 9. Town Representatives. The Council hereby authorizes each of the Town Manager, the Finance Director and the Town Attorney to act as Town Representatives under the Lease, or such other person or persons who may be so designated in writing from time to time by the Mayor, as further provided in the Lease.

Section 10. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the Town acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Certificates. Such recourse shall not be available either directly or indirectly through the Council or the Town, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling the Certificates specifically waives any such recourse.

Section 11. Repealer. All bylaws, orders, resolutions and ordinances of the Town, or parts thereof, inconsistent with this ordinance or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance of the Town, or part thereof, heretofore repealed.

Section 12. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 13. Charter Controls. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and the Sale Certificate authorized hereby and such statutes. Any such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

Section 14. Effective Date. Pursuant to Section 6.03 of the Charter, this ordinance is effective 10 days following publication.

Section 15. Safety Clause. The Council finds and declares that this Ordinance is promulgated and adopted for the public peace, health or safety and this Ordinance bears a rational relation to the legislative object sought to be obtained.

Section 16. Disposition of Ordinance. This Ordinance, as adopted by the Council, shall be numbered and recorded by the Town Clerk in the official records of the Town. The adoption and publication shall be authenticated by the signatures of the Mayor or Mayor Pro Tem, and Town Clerk, and by the certificate of publication.

Approved on first reading after public hearing this 13th day of January, 2026, by the Town Council of the Town of Erie, Colorado, by a vote of ___ for and ___ against.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

STATE OF COLORADO)
)
COUNTIES OF BOULDER)
AND WELD) SS.
)
TOWN OF ERIE)

I, Debbie Stamp, the duly appointed, qualified and acting Town Clerk of the Town of Erie, Colorado (the "Town") do hereby certify that:

1. The foregoing pages are a true, correct, and complete copy of an ordinance adopted by the Town Council (the "Council") of the Town (i) on first reading at a regular meeting of the Council held at the Town Hall after a public hearing on January 13, 2026.

2. The ordinance has been signed by the Mayor, sealed with the corporate seal of the Town, attested by me as Town Clerk, and duly recorded in the books of the Town, and that the same remains of record in the book of records of the Town.

3. The passage of the ordinance on first reading and final reading was duly moved and seconded and the ordinance was passed on first and final reading by an affirmative vote of a majority of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Andrew J. Moore, Mayor				
Brandon Bell, Mayor Pro Tem				
Anil Pesaramelli				
John Mortellaro				
Dan Hoback				
Emily Baer				
Brian O'Connor				

4. Notice of the public hearing and regular meetings of January 13, 2026, in the forms attached hereto as **Exhibit A**, were posted and published prior to the public hearing and first reading pursuant to Section 13.14 of the Home Rule Charter.

5. Following adoption after first reading and final adoption, the Ordinance was posted on the Town's website on _____ __, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this _____ day of _____, 2026.

_____
Town Clerk

(SEAL)

INDENTURE OF TRUST

DATED FEBRUARY 26, 2026

BY

UMB BANK, N.A.,
As Trustee

This Table of Contents is not a part of this Indenture and is only for convenience of reference.

TABLE OF CONTENTS

INDENTURE OF TRUST

THIS INDENTURE OF TRUST dated February 26, 2026 (this "Indenture"), is executed and delivered by UMB Bank, n.a., a national banking association duly organized and existing under the laws of the United States of America, solely in its capacity as trustee (the "Trustee") for the benefit of the Owners of the Certificates as set forth in this Indenture.

PREFACE

All capitalized terms used herein will have the meanings ascribed to them in Article 1 of this Indenture.

RECITALS

1. This Indenture is being executed and delivered to provide for the execution, delivery, and payment of and security for the Certificates, the net proceeds of which, together with other available funds of the Town, will be used to finance the Project. The Certificates evidence undivided interests in the right to receive Revenues under the Lease.

2. Pursuant to the Lease, and subject to the rights of the Town to not appropriate the Base Rentals and Additional Rentals thereunder and, therefore, to not renew and to terminate the Lease and other limitations as therein provided, the Town is to pay certain Base Rentals directly to the Trustee, for the benefit of the Owners of the Certificates, in consideration of the Town's right to possess and use the Leased Property.

3. The Trustee has entered into this Indenture for and on behalf of the Owners of the Certificates and the Trustee will hold the Revenues and the Leased Property and will exercise the Trustee's rights under the Site Lease and the Lease for the equal and proportionate benefit of the Owners of the Certificates as described herein, and will disburse money received by the Trustee in accordance with this Indenture.

4. The net proceeds from the sale of the Certificates to the Owners will be disbursed by the Trustee to implement the Project, as described herein and in the Lease and for other purposes set forth herein.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the Trustee, in consideration of the premises, the purchase of the Certificates by the Owners and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Certificates and all other amounts payable to the Owners with respect to the Certificates, to secure the performance and observance of all the covenants and conditions set forth in the Certificates and this Indenture, and to declare the terms and conditions upon and subject to which the Certificates are executed, delivered and secured, has executed and delivered this Indenture and has granted, assigned, pledged, bargained, sold, alienated, remised, released, conveyed, set over and confirmed, and by these presents does grant, assign, pledge, bargain, sell, alienate, remise, release, convey, set over and confirm, in trust upon the terms set forth herein all and singular the following described

property, franchises and income, including any title or interest therein acquired after these presents, all and singular the following described property, franchises and income, including any title therein acquired after these presents (collectively, the "Trust Estate"):

(a) all rights, title and interest of the Trustee in, to and under the Site Lease and the Lease relating to the Leased Property, subject to Permitted Encumbrances (other than the Trustee's rights to payment of its fees and expenses under the Site Lease and the Lease and the rights of third parties to Additional Rentals payable to them under the Lease);

(b) all Revenues and any other receipts receivable by or on behalf of the Trustee pursuant to the Lease, including without limitation, all Base Rentals, Prepayments, the Purchase Option Price and Net Proceeds;

(c) the Project Documents, including all extensions and renewals of the terms thereof, if any, together with the rights, titles and interests of the Town in and to the Project Documents, including, but not limited to, the present and continuing right to make claim for, collect, receive and receipt for any of the sums, amounts, income, revenues, issues and profits and any other sums of money payable or receivable under the Project Documents, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Town under the Project Documents is or may become entitled to; provided, however, that for so long as the Lease is in effect, the Town shall retain the right to bring actions and proceedings under the Project Documents and enforce the provisions thereof against the parties thereto other than the Town; and

(d) all money and securities from time to time held by the Trustee under this Indenture in the Base Rentals Fund, the Construction Fund, and the Costs of Execution and Delivery Fund (but not the Rebate Fund or any defeasance escrow fund or account), any and all other property, revenues or funds from time to time hereafter by delivery or by writing of any kind specially granted, assigned or pledged as and for additional security hereunder, by any Person in favor of the Trustee, which shall accept any and all such property and hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD IN TRUST, NEVERTHELESS, the Trust Estate for the equal and ratable benefit and security of all Owners of the Certificates, without preference, priority or distinction as to lien or otherwise of any one Certificate over any other Certificate upon the terms and subject to the conditions hereinafter set forth.

PROVIDED, HOWEVER, that if the principal of the Certificates, the premium, if any, and the interest due or to become due thereon, shall be paid at the times and in the manner mentioned in the Certificates, according to the true intent and meaning thereof, and if there are paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then, upon such final payments, this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Certificates are to be executed and delivered and all said property, rights, interests, revenues and

receipts hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Trustee has agreed and covenanted, and does hereby agree and covenant, for the benefit of the Owners, as follows:

ARTICLE 1
DEFINITIONS

Section 1.01 Certain Funds and Accounts. All references herein to any Funds and Accounts shall mean the Funds and Accounts so designated which are established pursuant to Article 3 hereof.

Section 1.02 Definitions. All capitalized terms defined in Article 1 of the Lease have the same meaning in this Indenture. In addition, the following capitalized terms have the following meanings under this Indenture, provided, however, that in the event of any inconsistency, any term defined below shall have the meaning ascribed to it in the Lease:

"Additional Certificates" means Additional Certificates which may be executed and delivered pursuant to this Indenture.

"Additional Rentals" means the payment or cost of all:

(a) (i) reasonable expenses and fees of the Trustee related to the performance or discharge of its responsibilities under the provisions of the Lease, the Site Lease or this Indenture, including the reasonable fees and expenses of any person or firm employed by the Town to make rebate calculations under the provisions of Section 3.05 of this Indenture and the expenses of the Trustee in respect of any policy of insurance or surety bond obtained in respect of the Certificates executed and delivered with respect to this Indenture, (ii) the cost of insurance premiums and insurance deductible amounts under any insurance policy reasonably deemed necessary to protect the Trustee from any liability under the Lease, and approved by the Town Representative, which approval shall not be unreasonably withheld, (iii) reasonable legal fees and expenses incurred by the Trustee to defend the Trust Estate or the Trustee from and against any legal claims related to the performance or discharge of its responsibilities under the provisions of the Lease, the Site Lease or this Indenture, and (iv) reasonable expenses and fees of the Trustee incurred at the request of the Town Representative;

(b) taxes, assessments, insurance premiums, utility charges, maintenance, upkeep, repair and replacement with respect to the Leased Property or as otherwise required under the Lease;

(c) payments into the Rebate Fund for rebate payments as provided in the Lease; and

(d) all other charges and costs (together with all interest and penalties that may accrue thereon in the event that the Town shall fail to pay the same, as specifically set forth in the Lease) which the Town agrees to assume or pay as Additional Rentals under the Lease.

Additional Rentals do not include Base Rentals.

"Approval of Special Counsel" means an opinion of Special Counsel to the effect that the matter proposed will not adversely affect the excludability from gross income for federal income

tax purposes of the Interest Portion of the Base Rentals paid by the Town under the Lease and attributable to the Certificates.

"Authorized Denominations" means $5,000 or integral multiples of $5,000.

"Base Rentals" means the rental payments payable by the Town during the Lease Term, which constitute payments payable by the Town for and in consideration of the right to possess and use the Leased Property as set forth in Exhibit C (Base Rentals Schedule) of the Lease, as it may be amended from time to time. Base Rentals does not include Additional Rentals.

"Base Rentals Fund" means the fund created under Section 3.03 hereof.

"Beneficial Owners" means any person for which a DTC Participant acquires an interest in Certificates.

"Business Day" means any day, other than a Saturday, Sunday or legal holiday or a day (a) on which banks located in Denver, Colorado are required or authorized by law or executive order to close or (b) on which the Federal Reserve System is closed.

"Cede & Co." means DTC's nominee or any new nominee of DTC.

"Certificate of Completion" means the Certificate of Completion in substantially the form attached as Exhibit F to the Lease to be delivered by the Town Representative to the Trustee pursuant to Section 7.3 of the Lease.

"Certificate Purchase Agreement" means the Certificate Purchase Agreement dated January 21, 2026, between the Underwriter and the Trustee and acknowledged by the Town relating to the Certificates.

"Certificates" means, collectively, the Taxable Certificates and the Tax-Exempt Certificates.

"Charter" means the home rule charter of the Town, and any amendments or supplements thereto.

"Closing" means the date of execution and delivery of the Certificates.

"Completion Date" means the earlier of (a) February 26, 2029 or such later date established by the Town with the Approval of Special Counsel, or (b) any date on which the Certificate of Completion is delivered by the Town Representative to the Trustee pursuant to Section 7.3 of the Lease.

"Construction Fund" means the Town of Erie, Colorado, 2026 Lease Project Construction Fund created under the Indenture.

"Costs of Execution and Delivery" means all items of expense directly or indirectly payable by the Trustee related to the authorization, execution and delivery of the Site Lease and the Lease and related to the authorization, sale, execution and delivery of the Certificates and to be paid from the Costs of Execution and Delivery Fund, including but not limited to, survey costs, title insurance

premiums, closing costs and other costs relating to the leasing of the Leased Property under the Site Lease and the Lease, costs of preparation and reproduction of documents, costs of printing the Certificates and the Preliminary Official Statement and final Official Statements prepared in connection with the offering of the Certificates, costs of Rating Agencies and costs to provide information required by Rating Agencies for the rating or proposed rating of Certificates, initial fees and charges of the Trustee and Paying Agent, legal fees and charges, including fees and expenses of Special Counsel, Special (Disclosure) Counsel, Counsel to the Trustee, and Counsel to the Underwriter, fees and disbursements of professionals and the Underwriter, fees and charges for preparation, execution and safekeeping of the Certificates, premiums for insurance on the Certificates, and any other cost, charge or fee in connection with the original sale and the execution and delivery of the Certificates; provided, however, that Additional Rentals shall not be Costs of Execution and Delivery of the Certificates and are to be paid by the Town as provided in the Lease.

"Costs of the Project" means all costs and expenses incurred in connection with the Project, including without limitation:

(a) any costs paid or incurred for the acquisition of any real estate acquired as part of the Leased Property;

(b) obligations paid, incurred or assumed for labor, materials and equipment in connection with the construction, acquisition, installation, equipping and improvement of the Project;

(c) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title insurance) that may be necessary or appropriate in connection with the Project;

(d) the costs of engineering, architectural and other professional and technical services including obligations incurred or assumed for preliminary design and development work, test borings, soils tests, surveys, environmental review, estimates and plans and specifications;

(e) administrative costs incurred in connection with the leasing of the Leased Property and the construction of the Project incurred prior to the Completion Date, including supervision of the construction, acquisition, installation and equipping as well as the performance of all of the other duties required by or consequent upon the construction, acquisition, installation and equipping of the Project, including, without limitation, costs of preparing and securing all Project Documents, architectural, engineering and other professional and technical fees, building permit fees, water tap fees, sanitary sewer and wastewater fees, legal fees and expenses, appraisal fees, independent inspection fees, auditing fees and advertising expenses in connection with the Project;

(f) costs incurred in connection with the Certificates, including the initial compensation and expenses of the Trustee, legal fees and expenses, costs incurred in obtaining ratings from rating agencies, the premium for a qualified surety bond, if any, and accounting fees;

(g) all costs which are required to be paid under the terms of any Project Contract;

(h) any costs associated with the leasing of the Site pursuant to the Site Lease;

(i) costs related to the preparation of the Site for construction of the Project, including, but not limited to, the costs of demolition and cleanup of any existing improvements on the Site and costs associated with the provision of sewer, water, gas, electricity and other infrastructure improvements and services to the Site;

(j) payments to a reserve fund to the extent necessary to establish or maintain a reserve requirement, if any;

(k) all other costs which are considered to be a part of the costs of the Project in accordance with generally accepted accounting principles and which will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portion of Base Rentals due under this Lease and attributable to the Certificates, as evidenced by delivery of an Approval of Special Counsel; and

(l) any and all other costs necessary to effect the Trustee's leasing of the Site and the implementation and completion of the Project to the extent the same are permitted by the laws of the State of Colorado and will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portion of Base Rentals due under this Lease and attributable to the Certificates, as evidenced by delivery of an Approval of Special Counsel.

"Costs of Execution and Delivery Fund" means the fund created under Section 3.06 hereof.

"Counsel" means an attorney at law or law firm (who may be counsel for the Trustee).

"C.R.S." means Colorado Revised Statutes, as amended from time to time.

"Depository" means any securities depository as the Trustee may provide and appoint pursuant to Section 2.03 hereof, in accordance with then current guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Certificates.

"DTC" means the Depository Trust Company, New York, New York, and its successors and assigns.

"DTC Participant(s)" means any broker-dealer, bank, or other financial institution from time to time for which DTC holds Certificates as Depository.

"electronic means" means telecopy, facsimile transmission, email transmission or other similar electronic means of communication providing evidence of transmission.

"Event(s) of Indenture Default" means those defaults specified in Section 7.01 of this Indenture.

"Extraordinary Mandatory Redemption" means any redemption made pursuant to Section 4.03 hereof.

"Federal Securities" means non-callable bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Finance Director" means the Finance Director of the Town or such person's successor in functions, if any.

"Fiscal Year" means any 12-month period adopted by the Town as its fiscal year.

"Indenture" means this Indenture of Trust dated February 26, 2026, executed and delivered by the Trustee, as the same may be hereafter amended or supplemented.

"Interest Payment Date" means, in respect of the Certificates, each June 1 and December 1, commencing [_____], 2026.

"Lease" means the Lease Purchase Agreement, dated February 26, 2026, between the Trustee, as lessor, and the Town, as lessee, as the same may be amended.

"Leased Property" means the real property and the premises, buildings, and improvements situated thereon, including all fixtures attached thereto, as more particularly described in Exhibit A to the Lease, together with any and all additions and modifications thereto, substitutions and replacements thereof, and any New Facility.

"Mayor" means the Mayor of the Town, or such person's successor in duties.

"New Facility" means any real property, buildings or equipment leased by the Town to the Trustee pursuant to a future amendment to the Site Lease and leased back by the Town from the Trustee pursuant to a future amendment to the Lease in connection with the execution and delivery of Additional Certificates.

"Optional Redemption" means any redemption made pursuant to Section 4.01 hereof.

"Optional Redemption Date" means the date of redemption of Certificates upon the Prepayment of Base Rentals or the payment of the Purchase Option Price under the Lease.

"Outstanding" means, with respect to the Certificates, all Certificates executed and delivered pursuant to this Indenture as of the time in question, except:

(a) All Certificates theretofore canceled or required to be canceled under Section 2.07 of this Indenture;

(b) Certificates in substitution for which other Certificates have been executed and delivered under Section 2.05 or 2.06 of this Indenture;

(c) Certificates which have been redeemed as provided in Article 4 of this Indenture;

(d) Certificates for the payment or redemption of which provision has been made in accordance with Article 6 of this Indenture; provided that, if such Certificates are being redeemed, the required notice of redemption has been given or provision satisfactory to the Trustee has been made therefor; and

(e) Certificates deemed to have been paid pursuant to Section 6.01 of this Indenture.

"Owners" means the registered owners of any Certificates.

"Paying Agent" means the Trustee or any successor or additional paying agent appointed pursuant to this Indenture.

"Permitted Investments" means those investments the Town is authorized to enter into under the Charter and the laws of the State of Colorado.

"Prepayment" means any amount paid by the Town pursuant to the provisions of the Lease as a prepayment of the Base Rentals due thereunder.

"Project" means the acquisition, construction, installation, equipping and improvement of a new police station facility with associated amenities and supporting public improvements needed or desired in connection therewith and other capital improvements of the Town.

"Project Contract" means any contract entered into before the Completion Date by the Town regarding the design, acquisition, construction, improvement or installation of any portion of the Project, including, without limitation, the design contracts between the Town and the design consultants, the construction contracts between the Town and the contractors, and any other contracts between the Town and anyone performing work or providing services in connection with the implementation and completion of the Project.

"Project Documents" means the following: (a) plans, drawings and specifications for the Project, when and as they are approved by the Town, including change orders, if any; (b) any necessary permits for the Project, including any building permits and certificates of occupancy; (c) the Project Contracts; (d) policies of title insurance, insurance policies required under the Project Contracts, including general liability, property damage and automobile, worker's compensation and builders' risk insurance policies in respect of the general contractor for construction of the Project and, on and after the Completion Date of the Project, insurance policies required under Article 9 of this Lease, including commercial general liability and public liability, property and worker's compensation insurance policies, or certificates of insurance for any of such policies thereof, as required by this Lease; (e) contractor's performance and payment bonds with respect to the Project; and (f) any and all other documents executed by or furnished to the Town or the Trustee in connection with the Project.

"Rating Agency" or "Rating Agencies" means any nationally recognized securities rating agency or agencies as may be directed by the Town in writing to the Trustee.

"Rebate Fund" means the fund created under Section 3.05 hereof.

"Regular Record Date" means the close of business on the 15th day of the calendar month (whether or not a Business Day) immediately preceding the Interest Payment Date.

"Revenues" means (a) all amounts payable by or on behalf of the Town or with respect to the Leased Property pursuant to the Lease including, but not limited to, all Base Rentals, Prepayments, the Purchase Option Price and Net Proceeds, but not including Additional Rentals; (b) any portion of the proceeds of the Certificates deposited into the Base Rentals Fund created under this Indenture; (c) any moneys which may be derived from any insurance in respect of the Certificates; and (d) any moneys and securities, including investment income, held by the Trustee in the Funds and Accounts established under this Indenture (except for moneys and securities held in the Rebate Fund or any defeasance escrow account).

"Site Lease" means the Site Lease Agreement, dated February 26, 2026, between the Town, as lessor, and the Trustee, as lessee, as the same may hereafter be amended.

"Special Counsel" means any counsel experienced in matters of municipal law and listed in the list of municipal bond attorneys, published by *The Bond Buyer*, or any successor publication. So long as the Lease Term is in effect, the Town shall have the right to select Special Counsel.

"Supplemental Act" means the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S.

"Tax Certificate" means the Tax Compliance and No-Arbitrage Certificate entered into by the Town with respect to the Lease and the Tax-Exempt Certificates.

"Tax Code" means the Internal Revenue Code of 1986, as amended, and all regulations and rulings promulgated thereunder.

"Taxable Certificates" means the "Certificates of Participation, Taxable Series 2026A, Evidencing Proportionate Interests in the Base Rentals and other Revenues under an Annually Renewable Lease Purchase Agreement, dated February 26, 2026, between UMB Bank, n.a., solely in its capacity as trustee under the Indenture, as lessor, and the Town of Erie, Colorado, as lessee" dated as of their date of delivery, executed and delivered pursuant to the Indenture.

"Tax-Exempt Certificates" means the "Certificates of Participation, Tax-Exempt 2026B, each Evidencing Proportionate Interests in the Base Rentals and other Revenues under an Annually Renewable Lease Purchase Agreement, dated February 26, 2026, between UMB Bank, n.a., solely in its capacity as trustee under the Indenture, as lessor, and the Town of Erie, Colorado, as lessee" dated as of their date of delivery, executed and delivered pursuant to the Indenture.

"Town" means the Town of Erie, Colorado.

"Town Attorney" means the Town Attorney of the Town or such person's successor in functions, if any.

"Town Council" means the Town Council of the Town or any successor to its functions.

"Town Manager" means the Town Manager of the Town or such person's successor in functions, if any.

"Town Representative" means the Town Manager, the Town Attorney or the Finance Director or such other person at the time designated to act on behalf of the Town for the purpose of performing any act under the Lease, the Site Lease or this Indenture by a written certificate furnished to the Trustee containing the specimen signature of such person or persons and signed on behalf of the Town by the Mayor or Mayor Pro Tem of the Town Council.

"Trust Estate" means all of the property placed in trust by the Trustee pursuant to the Granting Clauses hereof.

"Trustee" means UMB Bank, n.a., acting solely in its capacity of trustee pursuant to this Indenture for the benefit of the Owners of the Certificates and any Additional Certificates, and any successor thereto appointed hereunder.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated.

ARTICLE 2
THE CERTIFICATES

Section 2.01 Amount of the Certificates; Nature of the Certificates. Except as provided in Section 2.08 hereof, the aggregate original principal amount of Taxable Certificates that may be executed and delivered pursuant to this Indenture shall be $[_____] and the aggregate principal amount of the Tax-Exempt Certificates that may be executed and delivered pursuant to this Indenture shall be $[_____].

The Certificates shall constitute proportionate interests in the Trustee's right to receive the Base Rentals under the Lease and other Revenues. The Certificates shall constitute a contract between the Trustee and the Owners. In no event shall any decision by the Town Council not to appropriate any amounts payable under the Lease be construed to constitute an action impairing such contract.

The Certificates shall not constitute a mandatory charge or requirement of the Town in any ensuing Fiscal Year beyond the current Fiscal Year, and shall not constitute or give rise to a general obligation or other indebtedness of the Town or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town, within the meaning of any constitutional, Charter or statutory debt provision or limitation. No provision of the Certificates shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Town within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. The execution and delivery of the Certificates shall not directly or indirectly obligate the Town to renew the Lease from Fiscal Year to Fiscal Year or to make any payments beyond those appropriated for the Town's then current Fiscal Year.

Section 2.02 Form, Denominations, Maturities and Other Terms of Certificates. The Certificates shall be in substantially the form attached hereto as Exhibit A, and all provisions and terms of the Certificates set forth therein are incorporated in this Indenture.

The Certificates shall be executed and delivered in fully registered form in Authorized Denominations not exceeding the aggregate principal amount stated to mature on any given date. The Certificates shall be numbered consecutively in such manner as the Trustee shall determine; provided that while the Certificates are held by a Depository, one Certificate shall be executed and delivered for each maturity bearing interest at the same interest rate of the Outstanding Certificates.

The Certificates are executed and delivered under the authority of the Supplemental Act and shall so recite. Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the execution and delivery of the Certificates after their delivery for value.

The Certificates shall be dated February 26, 2026.

The Taxable Certificates shall mature on the dates and in the amounts, and shall bear interest at the rates, set forth below:

Years (December 1)	Principal Amounts	Interest Rates

The Tax-Exempt Certificates shall mature on the dates and in the amounts, and shall bear interest at the rates, set forth below:

Years (December 1)	Principal Amounts	Interest Rates

The Certificates shall bear interest from their date to maturity or prior redemption at the rates per annum set forth above, payable on each Interest Payment Date and calculated on the basis of a 360-day year of twelve 30-day months.

The payment of principal, premium, if any, and interest represented by the Certificates shall be made in lawful money of the United States of America.

The Certificates are subject to redemption prior to maturity, all as provided in Article 4 hereof.

Except for any Certificates for which DTC is acting as Depository or for an Owner of $1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on all Certificates shall be payable to the Owner thereof at its address last appearing on the registration books maintained by the Trustee. In the case of any Certificates for which DTC is acting as Depository, the principal of, premium, if any, and interest on such Certificates shall be payable as directed in writing by the Depository. In the case of an Owner of $1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on such Certificates shall be payable by wire transfer of funds to a bank account located in the United States designated by the Certificate Owner in written instructions to the Trustee.

Interest shall be paid to the Owner of each Certificate, as shown on the registration books kept by the Trustee, as of the close of business on the Regular Record Date, irrespective of any transfer of ownership of Certificates subsequent to the Regular Record Date and prior to such Interest Payment Date, or on a special record date, which shall be fixed by the Trustee for such

purpose, irrespective of any transfer of ownership of Certificates subsequent to such special record date and prior to the date fixed by the Trustee for the payment of such interest. Notice of the special record date and of the date fixed for the payment of such interest shall be given by providing a copy thereof by electronic means or by first class mail postage prepaid at least ten days prior to the special record date, to the Owner of each Certificate upon which interest will be paid, determined as of the close of business on the day preceding the giving of such notice.

Section 2.03 Execution; Global Book-Entry System. Each Certificate shall be executed with the manual signature of a duly authorized representative of the Trustee. It shall not be necessary that the same authorized representative of the Trustee sign all of the Certificates executed and delivered hereunder. In case any authorized representative of the Trustee whose signature appears on the Certificates ceases to be such representative before delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such authorized representative had remained as such authorized representative until delivery.

No Certificate shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder unless and until executed in the manner prescribed by this Section, and such execution of any Certificate shall be conclusive evidence that such Certificate has been properly executed and delivered hereunder.

DTC may act as Depository for any Certificates. The Certificates for which DTC is acting as Depository shall be initially executed and delivered as set forth herein with a separate fully registered certificate (in printed or type-written form) for each of the maturities bearing interest at the same interest rate of the Certificates. Upon initial execution and delivery, the ownership of any Certificates for which DTC is acting as Depository shall be registered in the registration books kept by the Trustee, in the name of Cede & Co., as the nominee of DTC or such other nominee as DTC shall appoint in writing.

The Trustee is hereby authorized to take any and all actions as may be necessary and not inconsistent with this Indenture in order to qualify any Certificates for the Depository's book-entry system, including the execution of the Depository's form of Representation Letter.

With respect to any Certificates which shall or may be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Trustee shall not have any responsibility or obligation to any DTC Participants or to any Beneficial Owners. Without limiting the immediately preceding sentence, the Trustee shall not have any responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (b) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Certificates, including any notice of redemption, or (c) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of and premium, if any, or interest on the Certificates.

Except as set forth above, the Trustee may treat as and deem DTC to be the absolute Owner of each Certificate for which DTC is acting as Depository for all purposes, including payment of the principal of and premium and interest on such Certificate, giving notices of redemption and registering transfers with respect to such Certificates. The Trustee shall pay all principal of and

interest on the Certificates only to or upon the order of the Owners as shown on the registration books kept by the Trustee or their respective attorneys duly authorized in writing and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to the principal of and interest on the Certificates to the extent of the sum or sums so paid.

No person other than an Owner, as shown on the registration books kept by the Trustee, shall receive a Certificate. Upon delivery by DTC to the Beneficial Owner and the Trustee of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to any Certificates at any time after giving written notice to the Trustee and discharging its responsibilities with respect thereto under applicable law. The Trustee, upon the written direction of the Town, may terminate the services of DTC with respect to any Certificates if it determines that DTC is unable to discharge its responsibilities with respect to such Certificates or that continuation of the system of book-entry transfers through DTC is not in the best interests of the Beneficial Owners, and the Trustee shall provide notice of such termination to the Depository.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions of DTC in respect of the Certificates can be found which, in the opinion of the Town, is willing and able to undertake such functions upon reasonable or customary terms, or if the Town determines that it is in the best interests of the Beneficial Owners of the Certificates that they be able to obtain certificated Certificates, the Certificates shall no longer be restricted to being registered in the registration books of the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06. To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Certificates will be delivered to the Beneficial Owners.

Section 2.04 Delivery of Certificates. Upon the execution and delivery of this Indenture, the Trustee is authorized to execute and deliver the Certificates either to DTC or to the purchasers thereof in the aggregate principal amounts, maturities and interest rates set forth in Section 2.01 hereof, as provided in this Section:

(a) Before or upon the delivery by the Trustee of any of the Certificates, there shall be filed with the Trustee an originally executed counterpart of this Indenture, the Lease, the Site Lease and a title insurance commitment or commitments (with a title insurance policy or policies to be delivered in a timely fashion after the delivery of the Certificates) under which the Trustee's leasehold interest in the Leased Property is insured; and

(b) Thereupon, the Trustee shall execute and deliver the Certificates to DTC or the purchasers thereof, upon payment to the Trustee of the purchase price set forth in the Certificate Purchase Agreement. Notwithstanding anything herein to the contrary, the Trustee is authorized to execute and transfer or cause to be transferred to DTC in advance of the date of execution and delivery of the Certificates, Certificates to effect the registration and delivery thereof to the Owners

pending and subject to the delivery of the opinion of Special Counsel necessary to effect the delivery of the Certificates.

Section 2.05 Mutilated, Lost, Stolen or Destroyed Certificates. In the event the Certificates are in the hands of DTC or Owners and one or more of the Certificates is mutilated, lost, stolen or destroyed, a new Certificate of the same series shall be executed by the Trustee, of like date, maturity, interest rate and denomination as that mutilated, lost, stolen or destroyed; provided that the Trustee shall have received indemnity from DTC or the Owner of the Certificate, as the case may be, satisfactory to it and provided further, in case of any mutilated Certificate, that such mutilated Certificate shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Certificate, that there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee. In the event that any such Certificate shall have matured, instead of executing and delivering a duplicate Certificate, the Trustee may pay the same without surrender thereof. The Trustee may charge DTC or the Owner of the Certificate, as the case may be, with its reasonable fees and expenses in connection herewith.

Section 2.06 Registration of Certificates; Persons Treated as Owners; Transfer and Exchange of Certificates. Books for the registration and for the transfer of Certificates shall be kept by the Trustee which is hereby appointed the registrar. Upon surrender for transfer of any Certificate at the designated corporate trust office of the Trustee or at such other location as it shall designate, the Trustee shall execute and deliver in the name of the transferee or transferees a new Certificate or Certificates of the same series, of a like aggregate principal amount and interest rate and of the same maturity.

Certificates may be exchanged at the designated corporate trust office of the Trustee or at such other location as it shall designate for an equal aggregate principal amount of Certificates of the same series, interest rate and the same maturity of other Authorized Denominations. The Trustee shall execute and deliver Certificates which the Owner making the exchange is entitled to receive, bearing numbers not contemporaneously outstanding.

All Certificates presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Owner or by his or her attorney duly authorized in writing.

The Trustee shall not be required to transfer or exchange any Certificate during the period of 15 days next preceding any Interest Payment Date nor to transfer or exchange any Certificate after the sending of notice calling such Certificate for redemption has been made as herein provided, nor during the period of 15 days next preceding the sending of such notice of redemption.

New Certificates delivered upon any transfer or exchange shall evidence the same obligations as the Certificates surrendered, shall be secured by this Indenture and entitled to all of the security and benefits hereof to the same extent as the Certificates surrendered. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of either principal or interest on any Certificate shall be made only to or upon the written order of the Owner thereof or his, her, or its legal representative, but such registration may be changed as hereinabove provided. All such

payments shall be valid and effectual to satisfy and discharge such Certificate to the extent of the sum or sums paid.

The Trustee shall require the payment, by any Owner requesting exchange or transfer of Certificates, of any transfer fees, tax, fee or other governmental charge required to be paid with respect to such exchange or transfer as a precondition to such exchange or transfer.

Section 2.07 Cancellation of Certificates. Whenever any Outstanding Certificates shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment thereof or for or after replacement pursuant to Sections 2.05 or 2.06 hereof, such Certificates shall be promptly canceled and destroyed by the Trustee in accordance with customary practices of the Trustee and applicable record retention requirements.

Section 2.08 Additional Certificates. So long as no Event of Indenture Default, Event of Nonappropriation or Event of Lease Default has occurred and is continuing and the Lease Term is in effect, one or more series of Additional Certificates may be executed and delivered upon the terms and conditions set forth herein. The principal of any Additional Certificates shall mature on December 1 and the interest payment dates therefor shall be the same as the Interest Payment Dates for the Certificates; otherwise the times and amounts of payment of Additional Certificates shall be as provided in the supplemental ordinance or indenture and amendment to the Lease entered into in connection therewith.

Additional Certificates may be executed and delivered without the consent of or notice to the Owners of Outstanding Certificates, to provide moneys to pay any one or more of the following:

(a) the costs of acquiring, constructing, improving, installing and equipping any capital improvements or capital projects of the Town, or any New Facility, or of acquiring real property for Town use or a site for any capital projects or New Facility (and costs reasonably related thereto);

(b) the costs of completing the Project or making, at any time or from time to time, such substitutions, additions, modifications and improvements for or to the Leased Property as the Town may deem necessary or desirable, and as in accordance with the provisions of the Lease; or

(c) for the purpose of refunding or refinancing all or any portion of Outstanding Certificates or Additional Certificates.

In such case, the Costs of Execution and Delivery of the Additional Certificates, the amount, if any, to be deposited to a separate reserve fund for such Additional Certificates, and other costs reasonably related to the purposes for which Additional Certificates are being executed and delivered may be included.

Additional Certificates may be executed and delivered only upon there being furnished to the Trustee:

(a) Originally executed counterparts of a supplemental Indenture and related and necessary amendments to the Site Lease and the Lease (including any necessary amendment to the Base Rentals Schedule); and

(b) A commitment or other evidence that the amount of the title insurance policy delivered in respect of the Certificates will be increased, if necessary, to reflect the amount of the Additional Certificates and all other Outstanding Certificates (or such lesser amount) as shall be the maximum insurable value of the real property included in the Leased Property); and

(c) A written opinion of Special Counsel to the effect that:

(i) the execution and delivery of Additional Certificates have been duly authorized and that all conditions precedent to the delivery thereof have been fulfilled;

(ii) the excludability of interest from gross income for federal income tax purposes on the Outstanding Tax-Exempt Certificates will not be adversely affected by the execution and delivery of the Additional Certificates being executed and delivered; and

(iii) the sale, execution and delivery of the Additional Certificates, in and of themselves, will not constitute an Event of Indenture Default or an Event of Lease Default and will not cause any violation of the covenants or representations herein, in the Site Lease or in the Lease; and

(d) Written directions from the underwriter, placement agent or financial advisor with respect to the Additional Certificates, together with written acknowledgment of the Town Representative, to the Trustee to deliver the Additional Certificates to the purchaser or purchasers therein identified upon payment to the Trustee of a specified purchase price.

Each Additional Certificate executed and delivered pursuant to this Section shall evidence a proportionate interest in the rights to receive the Revenues under this Indenture and shall be ratably secured with all Outstanding Certificates and in respect of all Revenues, and shall be ranked pari passu with such Outstanding Certificates and with Additional Certificates that may be executed and delivered in the future, if any.

Nothing herein shall be construed to prohibit or restrict the Town's right to enter into lease purchase agreements or execute and deliver certificates of participation that are not secured by the Leased Property or the Revenues.

Section 2.09 Uniform Commercial Code; Negotiability. Subject to the registration provisions hereof, the Certificates shall be fully negotiable and shall have all the qualities of negotiable paper, and the Owner or Owners thereof shall possess all rights enjoyed by the holders or owners of investment securities under the provisions of the Uniform Commercial Code-Investment Securities. The principal of and interest on the Certificates shall be paid, and the Certificates shall be transferable, free from and without regard to any equities, set-offs or cross-claims between or among the Town, the Trustee and the original or any intermediate Owner of any Certificates.

ARTICLE 3
REVENUES AND FUNDS

Section 3.01 Segregation and Disposition of Proceeds of Certificates. The net proceeds of the Certificates shall be accounted for as follows:

(a) $[_____] shall be deposited into the Construction Fund and used to pay the Costs of the Project for the Project in accordance with this Indenture and, with respect to the Tax-Exempt Certificates, the Tax Certificate.

(b) $[_____] shall be deposited in the Costs of Execution and Delivery Fund and applied to the Costs of Execution and Delivery of the Lease, the Site Lease and the Certificates.

Section 3.02 Application of Revenues and Other Moneys.

(a) All Base Rentals payable under the Lease and other Revenues shall be paid directly to the Trustee. If the Trustee receives any other payments on account of the Lease, the Trustee shall immediately deposit the same as provided below.

(b) Except as otherwise provided in the Lease, the Trustee shall deposit all Revenues and any other payments received in respect of the Lease, immediately upon receipt thereof, to the Base Rentals Fund in an amount required to cause the aggregate amount on deposit therein to equal the amount then required to make the principal and interest payments due on the Certificates on the next Interest Payment Date. In the event that the Trustee receives Prepayments under the Lease, the Trustee shall apply such Prepayments to the Optional Redemption of the Certificates or portions thereof in accordance with Section 4.01 hereof.

Section 3.03 Base Rentals Fund. A special fund is hereby created and established with the Trustee designated the "Town of Erie, Colorado, 2026 Lease Purchase Agreement, Base Rentals Fund" which shall be used for the deposit of all Revenues, upon receipt thereof by the Trustee, except as otherwise provided in the Lease. Moneys in the Base Rentals Fund shall be used solely for the payment of the principal of and interest on the Certificates whether on an Interest Payment Date, at maturity or upon prior redemption, except as provided in Section 3.05 hereof.

The Base Rentals Fund shall be in the custody of the Trustee. Base Rental payments are due and payable to the Trustee on or before each May 15 and November 15 annually. The Trustee shall withdraw sufficient funds from the Base Rentals Fund to pay the principal of and interest on the Certificates as the same become due and payable whether on an Interest Payment Date, at maturity or upon prior redemption, which responsibility, to the extent of the moneys therein, the Trustee hereby accepts.

Any moneys held in the Base Rentals Fund shall be invested by the Trustee in accordance with Article 5 hereof.

Section 3.04 Reserved.

Section 3.05 Rebate Fund. A special fund is hereby created and established to be held by the Trustee, and to be designated the "Town of Erie, Colorado, 2026 Lease Purchase Agreement, Rebate Fund" (the "Rebate Fund"). To the extent necessary to comply with the provisions of the Tax Certificate, the Trustee shall transfer into the Rebate Fund investment income on moneys in any fund created hereunder (except defeasance escrows) in the following order: first from the Construction Fund, then from the Base Rentals Fund. In addition to the deposit of investment income as provided herein, there shall be deposited into the Rebate Fund moneys received from the Town as Additional Rentals for rebate payments pursuant to the Lease; moneys transferred to the Rebate Fund from any other fund created hereunder pursuant to the provisions of this Section 3.05; and all other moneys received by the Trustee when accompanied by directions that such moneys are to be paid into an account of the Rebate Fund. The Town will cause (or direct the Trustee to cause) amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury at the address and times provided in the Tax Certificate, and in the amounts calculated to ensure that the Town's rebate obligations are met, in accordance with the Town's tax covenants in Section 11.5 of the Lease. Amounts on deposit in the Rebate Fund shall not be subject to the lien of this Indenture to the extent that such amounts are required to be paid to the United States Treasury.

If, at any time after the Trustee receives instructions by the Town to make any payments from the Rebate Fund, the Trustee determines that the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, and if the Trustee does not receive Additional Rentals or there is insufficient investment income on moneys in any fund created hereunder so as to make the amount on deposit in the appropriate account in the Rebate Fund sufficient for its purpose, the Trustee shall transfer moneys to the Rebate Fund from the Base Rentals Fund. Any moneys so advanced shall be included in the Town's estimates of Additional Rental for the ensuing Fiscal Year pursuant to the Lease and shall be repaid to the fund from which advanced upon payment to the Trustee of such Additional Rentals. Upon receipt by the Trustee of an opinion of Special Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be therein pursuant to the provisions of the Tax Certificate, such excess shall be transferred to the Base Rentals Fund.

The Trustee shall not be responsible for calculating rebate amounts or for the adequacy or correctness of any rebate report. The Town may, at its own expense, retain an independent firm of professionals in such area to calculate such rebate amounts.

Notwithstanding the foregoing, in the event that the Lease has been terminated or the Town has failed to comply with Section 11.5 thereof so as to make the amount on deposit in the Rebate Fund sufficient for its purpose, the Trustee shall make transfers of investment income or of moneys from the above-described funds in such combination as the Trustee shall determine to be in the best interests of the Certificate Owners.

Section 3.06 Costs of Execution and Delivery Fund. A special fund is hereby created and established with the Trustee and designated the "Town of Erie, Colorado, 2026 Lease Purchase Agreement, Costs of Execution and Delivery Fund." Upon the delivery of the Certificates there shall be deposited into the Costs of Execution and Delivery Fund from the net proceeds of the Certificates the amount directed by Section 3.01(b) hereof. Payments from the Costs of Execution and Delivery Fund shall be made by the Trustee upon either (i) receipt of a requisition for the

provision of Costs of Execution and Delivery of the Certificates approved in writing by the Town Representative (a) stating the payee, the amount to be paid, method of payment, and the purpose of the payment and (b) certifying that the amount to be paid is due and payable, has not been the subject of any previous requisition and is a proper charge against the Costs of Execution and Delivery Fund, or (ii) as provided in a closing memorandum prepared by the Underwriter and signed by the Town Representative. The Trustee may conclusively rely on requisitions (or the closing memorandum) submitted in accordance with this Section as complete authorization for the disbursements made pursuant thereto and shall not be responsible for any representations or certifications made therein.

Any moneys held in the Costs of Execution and Delivery Fund shall be invested by the Trustee in accordance with Article 5 hereof.

Upon the final payment of all Costs of Execution and Delivery, as certified in writing by the Town Representative, the Trustee shall transfer all moneys remaining in the Costs of Execution and Delivery Fund to the Town to be used to pay costs of the Project, or shall credit such moneys to the Base Rentals Fund, as directed in writing by the Town Representative. Any amounts remaining in the Costs of Execution and Delivery Fund 90 days after the execution and delivery of the Certificates shall be credited to the Base Rentals Fund or used to pay costs of the Project, as directed in writing by the Town Representative.

Section 3.07 Construction Fund.

(a) A special fund is hereby created and established with the Trustee to be designated as the "Town of Erie, Colorado, Fire Station Project Construction Fund."

(b) Moneys on deposit in the Construction Fund shall be disbursed by the Trustee, upon the written direction of the Town Representative, to pay the Costs of the Project for the Project as set forth in Article 7 of the Lease.

(c) Prior to the Completion Date, (i) all income earned from the investment of moneys in the Construction Fund shall be retained in the Construction Fund; provided, however, income from the Construction Fund may be transferred to the Rebate Fund if required by Section 3.05 hereof, and (ii) all such income shall be reinvested or used for purposes of the Construction Fund until transferred, if applicable, as provided in subsections (d) and (e) of this Section.

(d) Any moneys remaining in the Construction Fund on the Completion Date, except for amounts set aside by the Trustee to pay remaining Costs of the Project relating to the Project as provided in the Certificate of Completion (in form provided in **Exhibit F** to the Lease) filed with the Trustee by the Town Representative, shall be transferred to the Town to be used to pay any other Costs of the Project of the Project or to the Base Rentals Fund and used for the purposes of such Fund.

(e) Any moneys held in the Construction Fund shall be invested by the Trustee in accordance with Article 5 hereof.

Section 3.08 Moneys to be Held in Trust. The ownership of the Base Rentals Fund, the Construction Fund, the Costs of Execution and Delivery Fund and all accounts within such Funds and any other fund or account created hereunder (except for any defeasance escrow account) shall be held in trust by the Trustee for the benefit of the Owners of the Certificates; provided that moneys in the Rebate Fund shall be used only for the specific purpose provided in Section 3.05 hereof.

Section 3.09 Nonpresentment of Certificates. Any moneys deposited with the Trustee pursuant to the terms of this Indenture to be used for the payment of principal of, premium, if any, or interest on any of the Certificates and remaining unclaimed by the Owners of such Certificates for a period of three years after the final due date of any Certificate (during which three year period such moneys shall not be required to be invested by the Trustee), whether the final date of maturity or the final redemption date, shall, upon the written request of the Town, and if the Town shall not at the time, to the extent the Trustee has received notice of a default in accordance with Section 8.05 hereof, be in default with respect to any of the terms and conditions contained in this Indenture, in the Certificates or under the Lease, be paid to the Town and such Owners shall thereafter look only to the Town for payment and then only (a) to the extent of the amounts so received by the Town from the Trustee without interest thereon, (b) subject to the defense of any applicable statute of limitations, and (c) subject to the Town's Appropriation of such payment. After payment by the Trustee of all of the foregoing, if any moneys are then remaining under this Indenture, the Trustee shall pay such moneys to the Town as an overpayment of Base Rentals.

Section 3.10 Repayment to the Town from the Trustee. After payment in full of the Certificates, the interest thereon, any premium thereon, the fees, charges and expenses of the Trustee, any amount required to be deposited to the Rebate Fund, and all other amounts required to be paid hereunder, any amounts remaining in the Base Rentals Fund, the Construction Fund, and the Costs of Execution and Delivery Fund, or otherwise held by the Trustee pursuant hereto (but excluding the Rebate Fund and any defeasance escrow accounts) shall be paid to the Town upon the expiration or sooner termination of the Lease Term as a return of an overpayment of Base Rentals. After payment of all amounts due and owing the federal government held in the Rebate Fund, if any, any excess amounts in the Rebate Fund shall be paid to the Town.

ARTICLE 4
REDEMPTION OF CERTIFICATES

Section 4.01 Optional Redemption.

(a) The Taxable Certificates maturing on or prior to December 1, 20[__], are not subject to optional redemption prior to their respective maturity dates. The Taxable Certificates maturing on and after December 1, 20[__], are subject to redemption prior to their respective maturity dates at the option of the Town, in whole or in part, in integral multiples of $5,000, and if in part in such order of maturities as the Town shall determine and by lot within a maturity, on December 1, 20[__], and on any date thereafter, at a redemption price equal to the principal amount of the Taxable Certificates so redeemed plus accrued interest to the redemption date without a premium.

(b) The Tax-Exempt Certificates maturing on or prior to December 1, 20[__], are not subject to optional redemption prior to their respective maturity dates. The Tax-Exempt Certificates maturing on and after December 1, 20[__], are subject to redemption prior to their respective maturity dates at the option of the Town, in whole or in part, in integral multiples of $5,000, and if in part in such order of maturities as the Town shall determine and by lot within a maturity, on December 1, 20[__], and on any date thereafter, at a redemption price equal to the principal amount of the Tax-Exempt Certificates so redeemed plus accrued interest to the redemption date without a premium.

(c) In the case of a Prepayment in part of Base Rentals under the Lease, the Trustee shall confirm that the revised Base Rentals Schedule to be provided by the Town Representative pursuant to Section 6.2(a) of the Lease sets forth Principal Portions and Interest Portions of Base Rentals that are equal to the principal and interest due on the Certificates that remain Outstanding after such Optional Redemption. For such confirmation, the Trustee may rely on a certification of the Town Representative or other person as provided in Section 8.07.

Section 4.02 Mandatory Sinking Fund Redemption.

(a) The [TAXABLE/TAX-EXEMPT] Certificates maturing on December 1, 20[__] (the "Term Certificates") are subject to mandatory sinking fund redemption at a price equal to the principal amount so redeemed plus accrued interest thereon to the redemption date. Such Term Certificates are to be selected by lot in such manner as the Town shall determine (giving proportionate weight to [TAXABLE/TAX-EXEMPT] Certificates in denominations larger than $5,000).

As and for a sinking fund for the redemption of the Term Certificates maturing on December 1, 20[__], the Town shall deposit in the Base Rentals Fund moneys which are sufficient to redeem (after any credit as hereinafter provided) the following principal amounts of the Term Certificates maturing on December 1, 20[__], on the dates shown below:

Redemption Date (December 1)	Principal Amount

The remaining $[_____] of the Term Certificates maturing on December 1, 20[__], shall be paid upon presentation and surrender at maturity.

(b) On or before the 30th day prior to each such sinking fund payment date, the Trustee shall proceed to call the Term Certificates indicated above (or any Term Certificate or Certificates issued to replace such Term Certificates) for redemption from the sinking fund on the next December 1 and give notice of such call without other instruction or notice from the Town. The amount of each sinking fund installment may be reduced by the principal amount of any Term Certificates of the maturity and interest rate which are subject to sinking fund redemption on such date and which prior to such date have been redeemed (otherwise than through the operation of the sinking fund) or otherwise canceled and not theretofore applied as a credit against a sinking fund installment. Such reductions, if any, shall be applied in such year or years as may be determined by the Town.

Section 4.03 Extraordinary Mandatory Redemption. If the Lease is terminated by reason of the occurrence of:

(a) an Event of Nonappropriation, or

(b) an Event of Lease Default, or

(c) in the event that (1) the Leased Property is damaged or destroyed in whole or in part by fire or other casualty, or (2) title to, or the temporary or permanent use of, the Leased Property has been taken by eminent domain by any governmental body, or (3) breach of warranty or any material defect with respect to the Leased Property becomes apparent, or (4) title to or the use of all or any part of the Leased Property is lost by reason of a defect in title thereto, and the Net Proceeds of any insurance, performance bond or condemnation award, or Net Proceeds received as a consequence of defaults under contracts relating to the Leased Property, made available by reason of such occurrences, shall be insufficient to pay in full, the cost of repairing or replacing the Leased Property, and the Town does not appropriate sufficient funds for such purpose or cause the Lease to be amended in order that Additional Certificates may be executed and delivered pursuant to this Indenture for such purpose, then all Outstanding Certificates are required to be called for redemption, except as hereinafter provided. If called for redemption, as described herein, the Outstanding Certificates are to be redeemed in whole on such date or dates as the Trustee may determine, for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date (subject to the availability of funds as described below).

If the Net Proceeds, including the Net Proceeds from the exercise of any Lease Remedy under the Lease, otherwise received and other moneys then available under this Indenture are insufficient to pay in full the principal of and accrued interest on all Outstanding Certificates, an

Event of Nonappropriation (and therefore an Event of Indenture Default) shall be deemed to have occurred in accordance with Section 10.3 of the Lease, and the Trustee may, or at the request of the Owners of a majority in aggregate principal amount of the Certificates Outstanding, and upon indemnification as provided in Section 8.01(d) of this Indenture, without any further demand or notice, shall exercise all or any combination of Lease Remedies as provided in the Lease and the Outstanding Certificates shall be redeemed by the Trustee from the Net Proceeds resulting from the exercise of such Lease Remedies and all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates.

If the Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are insufficient to redeem the Outstanding Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys shall be allocated proportionately among the Outstanding Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are in excess of the amount required to redeem the Outstanding Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such excess moneys shall be paid to the Town as an overpayment of the Purchase Option Price. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, the Trustee shall be entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such Lease Remedies and other moneys.

IF THE CERTIFICATES ARE REDEEMED PURSUANT TO THIS SECTION 4.03 FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED TO THE REDEMPTION DATE, SUCH PARTIAL PAYMENT SHALL BE DEEMED TO CONSTITUTE A REDEMPTION IN FULL OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PAYMENT NO OWNER OF SUCH CERTIFICATES SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE TOWN.

Notwithstanding the foregoing or any other provisions to the contrary in the Lease or this Indenture, if the Net Proceeds resulting from the exercise of such Lease Remedies are insufficient to redeem the Outstanding Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, the Trustee may, or at the request of the Owners of a majority in aggregate principal amount of the Outstanding Certificates, and upon indemnification as provided in Section 8.01(d) of this Indenture, shall determine that the Certificates shall not be subject to extraordinary mandatory redemption under this Section 4.03, in which event the Trustee will not apply any Net Proceeds or other available moneys to the redemption of any Outstanding Certificates prior to their respective maturity dates. In such event, the Trustee shall (a) allocate such Net Proceeds (together with any other available moneys held under this Indenture), proportionately among all Outstanding Certificates, and (b) apply such allocation of Net Proceeds to the payment of the principal of and interest on the Outstanding Certificates on the regularly scheduled maturity and Interest Payment Dates of the Certificates.

Section 4.04 Partial Redemption. The Certificates shall be redeemed only in integral multiples of $5,000. The Trustee shall treat any Certificate of denomination greater than $5,000

as representing that number of separate Certificates each of the denomination of $5,000 as can be obtained by dividing the actual principal amount of such Certificate by $5,000.

Upon surrender of any Certificate for redemption in part, the Trustee shall execute and deliver to the Owner thereof, at no expense of the Owner, a new Certificate or Certificates of Authorized Denominations in an aggregate principal amount equal to the unredeemed portion of the Certificates so surrendered.

Section 4.05 Notice of Redemption. Whenever Certificates are to be redeemed under any provision of this Indenture, the Trustee shall, not less than 30 and not more than 60 days prior to the redemption date (except for Extraordinary Mandatory Redemption under Section 4.03, which notice shall be immediate), give notice of redemption to all Owners of all Certificates to be redeemed by electronic means or by first class mail, postage prepaid, at their registered addresses or in the event that the Certificates to be redeemed are registered in the name of the Depository, such notice may, in the alternative, be given by electronic means in accordance with the requirements of the Depository. In addition, the Trustee shall at all reasonable times make available to the Town and any Certificate Owner, including the Depository, if applicable, information as to Certificates which have been redeemed or called for redemption. Any notice of redemption shall:

(1) identify the Certificates to be redeemed;

(2) specify the redemption date and the redemption price;

(3) in the event the redemption is occurring under Section 4.01 hereof, state that the Town has given notice of its intent to exercise its option to purchase the Trustee's leasehold interest or prepay Base Rentals under the Lease;

(4) state that such redemption is subject to the deposit of the funds related to such option by the Town on or before the stated redemption date; and

(5) state that on the redemption date the Certificates called for redemption will be payable at the designated corporate trust office of the Trustee and that from that date interest will cease to accrue.

The Trustee may use "CUSIP" numbers in notices of redemption as a convenience to Certificate Owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Certificates or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established pursuant to this Indenture.

Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Trustee of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Certificates so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Certificates called for redemption in the same manner as the original redemption notice was given.

Section 4.06 Redemption Payments. On or prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay the Certificates called for redemption, together with accrued interest thereon to the redemption date, and any required premium. Upon the giving of notice and the deposit of such funds as may be available for redemption pursuant to this Indenture (which, in certain cases as set forth above may be less than the full principal amount of the Outstanding Certificates and accrued interest thereon to the redemption date), interest on the Certificates or portions thereof thus called shall no longer accrue after the date fixed for redemption. Payments in full redemption shall be accompanied by a written designation prepared by the Trustee stating the portions of the payment representing principal, interest, and premium, if any.

ARTICLE 5
INVESTMENTS

Section 5.01 Investment of Moneys. The Trustee shall be entitled to assume that any investment, which at the time of purchase is a Permitted Investment, remains a Permitted Investment absent receipt of written notice or information to the contrary. All moneys held as part of the Base Rentals Fund, the Construction Fund, the Rebate Fund, the Costs of Execution and Delivery Fund, or any other fund or account created hereunder (other than any defeasance escrow accounts) shall be deposited or invested and reinvested by the Trustee, at the written direction of the Town Representative, in Permitted Investments; provided, however, that the Town shall not direct the Trustee to make may deposits or investments of any fund or account created hereunder which shall interfere with or prevent withdrawals for the purpose for which the moneys so deposited or invested were placed in trust hereunder or for payment of the Certificates at or before maturity or interest thereon as required hereunder. The Trustee may make any and all such deposits or investments through its own investment department or the investment department of any bank or trust company under common control with the Trustee. Except as otherwise provided herein and in Section 3.05 hereof, deposits or investments shall at all times be a part of the fund or account from which the moneys used to acquire such deposits or investments shall have come, and all income and profits on such deposits or investments shall be credited to, and losses thereon shall be charged against, such fund or account. Any interest or other gain from any fund or account created hereunder (except defeasance escrows) shall be deposited to the Rebate Fund to the extent required and permitted pursuant to Section 3.05 hereof. The Trustee shall sell and reduce to cash a sufficient amount of such deposits or investments whenever the cash balance in the Base Rentals Fund is insufficient to pay the principal of and interest on the Certificates when due, or whenever the cash balance in any fund or account created hereunder is insufficient to satisfy the purposes of such fund or account.

The Trustee hereby agrees to secure and retain the documentation with respect to investments of moneys in the funds and accounts created under this Indenture as required by and as described in the Tax Certificate.

The Trustee may rely upon the Town Representative's written direction as to both the suitability and the legality of the directed investments. The Trustee shall have no liability or responsibility for any loss or for failure to maximize earnings resulting from any investment made in accordance with the provisions of this Article 5.

The Trustee may transfer investments from any Fund or Account to any other Fund or Account in lieu of cash when a transfer is required or permitted by the provisions of this Indenture.

If the Trustee is not provided written directions concerning investment of moneys held in the Funds, the Trustee shall invest in a money market fund available to the Trustee that qualifies as a Permitted Investment, provided such investment matures or are subject to redemption prior to the date such funds will be needed. Unless otherwise confirmed or directed in writing, an account statement delivered periodically by the Trustee to the Town shall confirm that the investment transactions identified therein accurately reflect the investment directions of the Town, unless the Town notifies the Trustee in writing to the contrary within 30 days of the date of delivery of such statement.

It is specifically provided herein that the Trustee may purchase or invest in shares of any investment company provided that such investments are Permitted Investments at the time of such investment and that such investment: (i) is registered under the Investment Company Act of 1940, as amended (including both corporations and Massachusetts business trusts, and including companies for which the Trustee may provide advisory, administrative, custodial or other services for compensation); (ii) invests substantially all of its assets in short term high quality money market instruments, limited to obligations issued or guaranteed by the United States, or repurchase agreements backed by such obligations; and (iii) maintains a constant asset value per share.

The Trustee is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments.

The Town acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions relating to the funds held pursuant to this Indenture, the Town waives receipt of such confirmations, to the extent permitted by law. The Trustee shall furnish a statement of security transactions on its regular monthly reports to the Town.

Section 5.02 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account (except defeasance escrows), Permitted Investments shall be valued at the market price, exclusive of accrued interest. With respect to all funds and accounts (except defeasance escrows, and except as otherwise provided in the Tax Certificate with respect to the Rebate Fund), valuation shall occur as of December 31 of each year. The Town, at the written request of the Trustee, shall calculate the value of investments in all funds and accounts held pursuant to this Indenture.

ARTICLE 6
DEFEASANCE AND DISCHARGE

Section 6.01 Defeasance and Discharge.

(a) When the principal or redemption price (as the case may be) of, and interest on, all the Certificates executed and delivered hereunder have been paid or provision has been made for payment of the same (or, in the case of redemption of the Certificates pursuant to Section 4.03 of this Indenture, if full or partial payment of the Certificates and interest thereon is made as provided in Section 4.03 of this Indenture), together with all other sums payable hereunder relating to the Certificates, then the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other obligations of the Trustee to the Owners shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall (1) release the Site Lease and transfer and convey the Trustee's leasehold interest in the Leased Property to the Town as provided by Article 12 of the Lease, (2) release the Lease and this Indenture, (3) execute such documents to evidence such releases as may be reasonably required by the Town, and (4) turn over to the Town all balances then held by the Trustee in the Funds or Accounts hereunder except for amounts held in the Rebate Fund or in any defeasance escrow accounts. If payment or provision therefor is made with respect to less than all of the Certificates, the particular Certificates (or portion thereof) for which provision for payment shall have been considered made shall be selected by the Town.

(b) Provision for the payment of all or a portion of the Certificates shall be deemed to have been made when the Trustee holds in the Base Rentals Fund, or there is on deposit in a separate escrow account or trust account held by a trust bank or escrow agent, either moneys in an amount which shall be sufficient, and/or Federal Securities, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, concurrently deposited in trust, shall be sufficient to pay when due the principal of, premium, if any, and interest due and to become due on said Certificates on and prior to the redemption date or maturity date thereof, as the case may be. Prior to any discharge of this Indenture pursuant to this Section or the defeasance of any Certificates pursuant to this Section becoming effective, there shall have been delivered to the Trustee a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the applicable Certificates in full on the maturity or redemption date thereof unless fully funded with cash.

(c) Neither the Federal Securities nor the moneys deposited in the Base Rentals Fund or separate escrow account or trust account pursuant to this Section shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust for, the payment of the principal of, premium, if any, and interest on the Certificates or portions thereof; provided, however, that other Federal Securities and moneys may be substituted for the Federal Securities and moneys so deposited prior to their use for such purpose.

(d) Whenever moneys or Federal Securities shall be deposited with the Trustee or a separate escrow agent for the payment or redemption of any Certificates more than 45 days prior to the date that such Certificates are to mature or be redeemed, the Trustee shall give a notice by electronic or other means stating that such moneys or Federal Securities have been deposited and

identifying the Certificates for the payment of which such moneys or Federal Securities are being held, to all Owners of Certificates for the payment of which such moneys or Federal Securities are being held, or if such Certificates are registered in the name of the Depository, such notice may be sent, in the alternative, by electronic means in accordance with the regulations of the Depository.

(e) At such time as any Certificate shall be deemed paid as provided in (b) above, such Certificate shall no longer be secured by or entitled to the benefits of this Indenture, the Lease or the Site Lease, except for the purpose of exchange and transfer and any payment from such cash or Federal Securities deposited with the Trustee.

ARTICLE 7
EVENTS OF INDENTURE DEFAULT AND REMEDIES

Section 7.01 Events of Indenture Default Defined. Each of the following shall be an Event of Indenture Default:

(a) failure to pay the principal of or premium, if any, on any Certificate when the same shall become due and payable, whether at the stated maturity thereof or upon proceedings for redemption;

(b) failure to pay any installment of interest on any Certificate when the same shall become due and payable;

(c) the occurrence of an Event of Nonappropriation; or

(d) the occurrence of an Event of Lease Default.

Upon the occurrence of any Event of Indenture Default of which the Trustee is required to take notice or receive notice pursuant to Section 8.05, the Trustee shall give notice thereof to the Owners of the Certificates. The Trustee shall waive any Event of Nonappropriation which is cured by the Town within 30 days of the receipt of notice by the Trustee as provided by Section 6.4(b) of the Lease, by a duly effected Appropriation to pay all Base Rentals and sufficient amounts to pay reasonably estimated Additional Rentals coming due for such Renewal Term. The Trustee may waive any Event of Nonappropriation which is cured by the Town within a reasonable time with the procedure described in the preceding sentence.

Section 7.02 Remedies. If any Event of Indenture Default occurs and is continuing, the Trustee may, or shall at the request of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding and upon indemnification as provided in Section 8.01(d) of this Indenture, without any further demand or notice, enforce for the benefit of the Owners of the Certificates each and every right of the Trustee as the lessee under the Site Lease and the lessor under the Lease. In exercising such rights of the Trustee and the rights given the Trustee under this Article 7 and Article 8, the Trustee may, or shall at the request of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding and upon indemnification as provided in Section 8.01(d) of this Indenture, take such action as, in the judgment of the Trustee upon advice of its counsel, would best serve the interests of the Owners of the Certificates, including calling the Certificates for redemption prior to their maturity in the manner and subject to the provisions of Article 4 hereof and exercising the Lease Remedies provided in the Lease, provided however that such action shall not include consequential or punitive damages against the Town.

Section 7.03 Legal Proceedings by Trustee. If any Event of Indenture Default has occurred and is continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of all Outstanding Certificates and receipt of indemnity to its satisfaction, shall, in its capacity as Trustee hereunder:

(a) By mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Owners of the Certificates, including enforcing any rights of the Trustee in respect of

the Trustee's leasehold interests in the Leased Property including its rights as lessor under the Lease and as lessee under the Site Lease and its rights under this Indenture and to enforce the provisions of this Indenture and any collateral rights hereunder for the benefit of the Owners of the Certificates; or

(b) By action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Certificates; or

(c) Take any other action at law or in equity that may appear necessary or desirable to enforce the rights of the Owners of the Certificates.

Section 7.04 Discontinuance of Proceedings by Trustee. If any proceeding commenced by the Trustee on account of any Event of Indenture Default is discontinued or is determined adversely to the Trustee, then the Owners of the Certificates shall be restored to their former positions and rights hereunder as though no such proceeding had been commenced.

Section 7.05 Owners of Certificates May Direct Proceedings. The Owners of a majority in aggregate principal amount of Outstanding Certificates shall have the right, after furnishing indemnity satisfactory to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such direction shall not be in conflict with any rule of law or with this Indenture or unduly prejudice the rights of minority Owners of the Certificates.

Section 7.06 Limitations on Actions by Owners of Certificates. No Owner of the Certificates shall have any right to pursue any remedy hereunder unless:

(a) the Trustee shall have been given written notice of an Event of Indenture Default;

(b) the Owners of at least a majority in aggregate principal amount of all Outstanding Certificates shall have requested the Trustee, in writing, to exercise the powers hereinabove granted to or pursue such remedy in its or their name or names;

(c) the Trustee shall have been offered indemnity satisfactory to Trustee as provided in Section 8.01(d) hereof; and

(d) the Trustee shall have failed to comply with such request within a reasonable time.

Notwithstanding the foregoing provisions of this Section or any other provision of this Indenture, the obligation of the Trustee shall be absolute and unconditional to pay hereunder, but solely from the Revenues pledged under this Indenture, the principal of, premium, if any, and interest on the Certificates to the respective Owners thereof on the respective due dates thereof, and nothing herein shall affect or impair the right of action, which is absolute and unconditional, of such Owners to enforce such payment.

Section 7.07 Trustee May Enforce Rights Without Possession of Certificates. All rights under this Indenture and the Certificates may be enforced by the Trustee without the possession of any Certificates or the production thereof at the trial or other proceedings relative

thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Owners of the Certificates.

Section 7.08 Remedies Not Exclusive. Subject to any express limitations contained herein, no remedy herein conferred is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.09 Delays and Omissions Not to Impair Rights. No delays or omissions in respect of exercising any right or power accruing upon any default shall impair such right or power or be a waiver of such default, and every remedy given by this Article 7 may be exercised from time to time and as often as may be deemed expedient.

Section 7.10 Application of Moneys in Event of Indenture Default. Any moneys received, collected or held by the Trustee following an Event of Indenture Default and any other moneys held as part of the Trust Estate (except for moneys held in the Rebate Fund or any defeasance escrow account) shall be applied in the following order:

(a) To the payment of the reasonable costs of the Trustee, including, but not limited to, its Counsel fees, and disbursements of the Trustee, and the payment of its reasonable compensation, including any amounts remaining unpaid;

(b) To the payment of interest then owing on the Certificates, and in case such moneys shall be insufficient to pay the same in full, then to the payment of interest ratably, without preference or priority of one Certificate over another or of any installment of interest over any other installment of interest; and

(c) To the payment of principal or redemption price (as the case may be) then owing on the Certificates, and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or redemption price ratably, without preference or priority of one Certificate over another.

The surplus, if any, shall be paid to the Town.

ARTICLE 8
CONCERNING THE TRUSTEE

Section 8.01 Duties of the Trustee.

(a) The Trustee hereby accepts the provisions of the Site Lease, the Lease and this Indenture and accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the express terms and conditions set forth in the Site Lease, the Lease and this Indenture, and no implied covenants or obligations shall be read into this Indenture, the Site Lease or the Lease against the Trustee.

(b) The Trustee hereby covenants for the benefit of the Owners of the Certificates that the Trustee will observe and comply with its obligations under the Site Lease, the Lease and this Indenture.

(c) After the occurrence of an Event of Default, the Trustee shall, subject to this Section 8.01, at all times, to the extent permitted by law, defend, preserve and protect its interest in the Leased Property and the other property or property rights included in the Trust Estate and all the rights of the Owners under this Indenture against all claims and demands of all persons whomsoever.

(d) Before taking any action hereunder or under the Lease or Site Lease, the Trustee may require that satisfactory indemnity be furnished to it by the Certificate Owners for the reimbursement of all costs and expenses (including without limitation attorney's fees and expenses) which it may incur and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or resolution related to the protection of the environment or hazardous substances, except liability which is adjudicated to have resulted from its negligence or willful misconduct, by reason of any action so taken.

(e) The Trustee, prior to the occurrence of an Event of Indenture Default and after the curing of all Events of Indenture Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture.

Section 8.02 Liability of Trustee; Trustee's Use of Agents.

(a) The Trustee shall be liable only for its own negligence or willful misconduct. However, the Trustee shall not be liable for any error of judgment made in good faith, provided the Trustee was not negligent in ascertaining the pertinent facts.

(b) The Trustee may exercise any powers under this Indenture and perform any duties required of it through attorneys, agents, receivers, officers or employees, and shall be entitled to the advice or opinion of Counsel concerning all matters involving the Trustee's duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may conclusively rely and act upon the opinion or advice of any attorney engaged by the Trustee in the exercise of reasonable care without liability for any loss or damage resulting from any action or

omission taken in good faith reliance upon that opinion or advice. The Trustee shall not be liable for any loss or damage resulting from any action or omission taken by its agents, officers, and employees to whom discretion or authority hereunder has been delegated by the Trustee, provided the Trustee was not negligent in its selection of or delegation to the agent, officer, or employee.

(c) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(d) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Leased Property.

(e) The Trustee shall not be liable for actions taken at the direction of Owners pursuant to the provisions of Article 7.

(f) Any person hired by the Trustee to enforce Lease Remedies shall be considered the Trustee's agent for the purposes of this Section.

(g) The Trustee shall not be responsible for any recital herein or in the Certificates (except in respect to the execution of the Certificates on behalf of the Trustee), or for the recording or rerecording, filing or refiling of the Site Lease, the Lease or this Indenture or of any supplements thereto or hereto or instruments of further assurance, or collecting any insurance moneys, or for the sufficiency of the security for the Certificates issued hereunder or intended to be secured hereby, or for the value of or title to the Leased Property, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Town, except as provided herein; but the Trustee may require of the Town full information and advice as to the performance of the covenants, conditions and agreements aforesaid. The Trustee shall have no obligation to perform any of the duties of the Town under the Site Lease or the Lease; and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(h) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof (except for funds and investments held by the Trustee), or the validity or sufficiency of this Indenture or of the Certificates. The Trustee shall not be accountable for the use of any proceeds of any Certificates executed and delivered hereunder, provided that the Trustee shall comply with the provisions of this Indenture related to the requisition of such proceeds that are deposited in the Costs of Execution and Delivery Fund and the Construction Fund. The Trustee shall not be accountable for the use or application of any Certificates or the proceeds thereof or of any money paid to or upon the order of the Town under any provisions of this Indenture or the Lease.

(i) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed on

behalf of the Town by the Town Representative or such other person as may be designated for such purpose by ordinance or resolution of the Council, as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in Section 8.05 hereof, or of which by said subsection it is deemed to have been notified, the Trustee may rely upon a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(j) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or law. The Trustee shall not be under any liability for interest on any moneys received hereunder except that the Trustee is responsible for investing moneys in funds held hereunder in compliance with the written investment direction of the Town Representative.

(k) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) Notwithstanding anything in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand in respect of the execution and delivery of any Certificates, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Town to the execution and delivery of any Certificates, the withdrawal of any cash, or the taking of any other action by the Trustee.

(m) Notwithstanding any other provision hereof, the Trustee shall not be required to advance any of its own funds in the performance of its obligations hereunder or any other documents related to this Indenture unless it has received assurances from the Owners of the Certificates or indemnity from the Owners of the Certificates satisfactory to it that it will be repaid.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any preliminary official statement, official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Certificates except to the extent that such statement was provided by the Trustee for inclusion in such document. and shall have no responsibility for compliance with any state or federal securities laws in connection with the Certificates.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, registrar, or Paying Agent.

(p) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be

required, to inspect any and all books, papers and records of the Town pertaining to the Leased Property and the Certificates, and to take such memoranda from and in regard thereto as may be desired.

(q) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts or war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

(r) The Trustee is authorized and directed to enter into the Site Lease and the Lease, solely in its capacity as Trustee under this Indenture.

(s) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur and liability, financial or otherwise, in performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(t) The Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. The Trustee may rely conclusively on any such certificate or other document and shall not be required to make any independent investigation in connection therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates issued in exchange therefor or upon transfer or in place thereof.

Section 8.03 Representations and Covenants of Trustee. The Trustee represents, warrants and covenants as follows:

(a) So long as no Event of Indenture Default has occurred and is then continuing or existing, except as specifically provided in the Site Lease or the Lease or as necessary to transfer the Trust Estate to a successor Trustee, the Trustee shall not pledge or assign the Trustee's right, title and interest in and to (i) the Lease or the Site Lease, (ii) the Base Rentals, other Revenues and collateral, security interests and attendant rights and obligations which may be derived under the Lease or the Site Lease, and/or (iii) the Leased Property and any reversion therein or any of the Trustee's other rights under the Lease or the Site Lease or assign, pledge, mortgage, encumber or grant a security interest in the Trustee's right, title and interest in, to and under the Lease or the Site Lease or the Leased Property except for Permitted Encumbrances.

(b) To the knowledge of the Trustee, neither the execution and delivery of the Lease, the Site Lease and this Indenture by the Trustee, nor the fulfillment of or compliance with the

terms and conditions thereof and hereof, nor the consummation of the transactions contemplated thereby or hereby conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitutes a default under any of the foregoing.

(c) To the Trustee's knowledge, there is no litigation or proceeding pending against the Trustee affecting the right of the Trustee to execute the Lease and the Site Lease or to execute this Indenture, and perform its obligations thereunder or hereunder, except such litigation or proceeding as has been disclosed in writing to the Town on or prior to the date this Indenture is executed and delivered.

(d) The Trustee covenants and agrees to comply with any applicable requirements for the Trustee set forth in the Tax Certificate as directed in writing by the Town.

Section 8.04 Compensation. The Trustee shall be entitled to payment and reimbursement for its reasonable fees for its ordinary services rendered hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and all advances, agent and Counsel fees and other ordinary expenses for its services rendered hereunder as and when the same become due and all expenses reasonably made or incurred by the Trustee in connection with such services as and when the same become due, as provided in Section 6.2 of the Lease. In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore. The Trustee shall be entitled to payment and reimbursement of the reasonable fees and charges of the Trustee as Paying Agent and as registrar for the Certificates.

Section 8.05 Notice of Default; Right to Investigate. If an Event of Indenture Default occurs of which the Trustee is by this Section required to take notice, the Trustee shall, within 30 days after it receives notice thereof, give written notice by electronic means or by first class mail to the Owners of the Certificates of all Events of Indenture Default known to the Trustee and send a copy of such notice to the Town, unless such defaults have been remedied. The Trustee shall not be required to take notice or be deemed to have notice of any default unless it has been notified in writing of such default by the Town or the Owners of at least 25% in aggregate principal amount of the Outstanding Certificates. The Trustee may, however, at any time request the Town to provide full information as to the performance of any covenant under the Lease; and, if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made an investigation into any matter related to the Site Lease, the Lease and the Leased Property.

Section 8.06 Obligation to Act on Defaults. If any Event of Indenture Default shall have occurred and be continuing of which the Trustee has notice pursuant to Section 8.05, the Trustee shall exercise such of the rights and remedies vested in it by this Indenture and shall use the same degree of care in its exercise as a prudent person would exercise or use in the circumstances in the conduct of his or her own affairs; provided, that if in the opinion of the Trustee

such action may tend to involve expense or liability, it shall not be obligated to take such action unless it is furnished with indemnity satisfactory to it.

Section 8.07 Reliance on Requisition, etc. The Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any written requisition, resolution, notice, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed or signed by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Indenture; and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement. The Trustee may rely conclusively on any such certificate or other document and shall not be required to make any independent investigation in connection therewith.

The Trustee shall be entitled to rely upon the advice and opinions of Counsel and shall not be responsible for any loss or damage resulting from reliance in good faith thereon, except for its own negligence or willful misconduct.

Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates delivered in exchange therefor or upon transfer or in substitution thereof.

Section 8.08 Trustee May Own Certificates. The Trustee, in its individual or any other capacity, may in good faith buy, sell, own and hold any of the Certificates and may join in any action which any Owner may be entitled to take with like effect as if the Trustee were not the party to this Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Town provided that if the Trustee determines that any such relation is in conflict with its duties under this Indenture, it shall eliminate the conflict or resign as Trustee.

Section 8.09 Construction of Ambiguous Provisions. The Trustee may construe any ambiguous or inconsistent provisions of this Indenture, and any such construction by the Trustee shall be binding upon the Owners. In construing any such provision, the Trustee will be entitled to rely upon the advice and opinions of Counsel and will not be responsible for any loss or damage resulting from reliance in good faith thereon, except for its own negligence or willful misconduct.

Section 8.10 Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by written resignation filed with the Town not less than 60 days before the date when it is to take effect; provided notice of such resignation is sent by electronic means or mailed by registered or certified mail to the Owner of each Outstanding Certificate at the address shown on the registration books. Such resignation shall take effect only upon the appointment of a successor Trustee. If no successor Trustee is appointed within 60 days following the date designated for the resignation of the Trustee, the resigning Trustee may apply to a court of competent jurisdiction to appoint a successor Trustee. The rights of the Trustee to be held harmless, to insurance proceeds, or to other amounts due arising prior to the date of such resignation shall survive resignation.

Section 8.11 Removal of Trustee. Any Trustee hereunder may be removed at any time, after payment of all outstanding fees and expenses of the Trustee being so removed, by the Town or by the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, upon written notice being filed with the Trustee, the Town and the Owner of each Outstanding Certificate at the address shown on the registration books. Such removal shall take effect only upon the appointment of a successor Trustee. The rights of the Trustee to be held harmless, to insurance proceeds or to other amounts due arising prior to the date of such removal shall survive removal.

Section 8.12 Appointment of Successor Trustee. If the Trustee or any successor trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Town shall appoint a successor and shall cause a notice of such appointment to be sent by electronic means or mailed by registered or certified mail to the Owners of all Outstanding Certificates at the address shown on the registration books. If the Town fails to make such appointment within 30 days after the date notice of resignation is filed, the Owners of a majority in aggregate principal amount of the Certificates then Outstanding may do so. If the Owners have failed to make such appointment within 60 days after the date notice of resignation is filed, the Trustee may petition a court of competent jurisdiction to make such appointment.

Section 8.13 Qualification of Successor. Any successor trustee shall be a national or State bank with trust powers or a bank and trust company or a trust company, in each case having capital and surplus of at least $50,000,000, if there be one able and willing to accept the trust on reasonable and customary terms.

Section 8.14 Instruments of Succession. Any successor trustee shall execute, acknowledge and deliver to the Town an instrument accepting such appointment under this Indenture; and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in the trust under this Indenture, with like effect as if originally named Trustee herein and thereupon the duties and obligations of the Trustee ceasing to act shall cease and terminate. The Trustee ceasing to act under this Indenture shall pay over to the successor trustee all moneys held by it under this Indenture; and, upon request of the successor trustee, the Trustee ceasing to act shall, upon payment of the fees and expenses owed to the Trustee casing to act, execute and deliver an instrument transferring to the successor trustee all the estates, properties, rights, powers, and trusts under this Indenture of the Trustee ceasing to act.

Section 8.15 Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any sale, merger or consolidation of its corporate trust business to which any Trustee hereunder shall be a party, shall be the successor trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.16 Intervention by Trustee. In any judicial proceeding to which the Trustee is not party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of Owners of the Certificates, the Trustee may intervene on behalf of the Owners and

shall do so if requested in writing by the Owners of at least 25% in aggregate principal amount of Outstanding Certificates and upon being furnished satisfactory indemnity. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.17 Books and Records of the Trustee; Trustee Record Keeping. The Trustee shall keep such books and records relating to the Site Lease and the Lease and Funds and Accounts created under this Indenture as shall be consistent with industry practice and make such books and records available for inspection by the Town, at all reasonable times and for six years following the discharge of this Indenture according to Article 6 hereof.

Section 8.18 Environmental Matters. Any real property or interest in real property constituting any portion of the Trust Estate shall be subject to the following provisions:

(a) The Trustee's responsibilities for any interest in real property constituting any portion of the Trust Estate, prior to an Event of Indenture Default, shall be performed as Trustee on behalf of the Owners of the Certificates without any duty to monitor or investigate whether the real property constituting any portion of the Trust Estate complies with environmental laws or is subject to any Hazardous Substance.

(b) Following an Event of Indenture Default, if the Trustee determines that the release, threatened release, use, generation, treatment, storage, or disposal of any Hazardous Substance on, under or about real property constituting any portion of the Trust Estate gives rise to any liability or potential liability under any federal, State of Colorado, local or common law, or devalues or threatens to devalue such real property, the Trustee may, after being adequately indemnified pursuant to Section 8.01(d), take whatever action is deemed necessary by the Trustee to address the threatened or actual releases of Hazardous Substances, or to bring about or maintain such real property's compliance with federal, State of Colorado, or local environmental laws and regulations. The Trustee has the right to take no action and, in such event no fiduciary duty exists which imposes any obligation for action with respect to the Trust Estate or any portion thereof if the Trustee determines to take no action for, including that any such action could adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified, or local environmental laws and regulations.

ARTICLE 9
SUPPLEMENTAL INDENTURES AND AMENDMENTS OF THE LEASE AND SITE LEASE

Section 9.01 Supplemental Indentures and Amendments Not Requiring Certificate Owners' Consent. The Trustee may, with the written consent of the Town, but without the consent of or notice to the Owners, enter into such indentures or agreements supplemental hereto, for any one or more or all of the following purposes:

(a) to grant additional powers or rights to the Trustee;

(b) to make any amendments necessary or desirable to obtain or maintain a rating from any Rating Agency rating the Certificates;

(c) to authorize the execution and delivery of Additional Certificates for the purposes and under the conditions set forth in Section 2.08 hereof;

(d) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest portion of the Base Rentals allocable to the Tax-Exempt Certificates; or

(e) for any purpose not inconsistent with the terms of this Indenture or to cure any ambiguity, or to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions contained herein or to make such other amendments to this Indenture which do not materially adversely affect the interests of the Owners of the Certificates.

Section 9.02 Supplemental Indentures and Amendments Requiring Certificate Owners' Consent.

(a) Exclusive of supplemental indentures and amendments covered by Section 9.01 hereof, the written consent of the Town and the consent of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, shall be required for any indenture or indentures supplemental hereto.

(b) Notwithstanding the foregoing, without the consent of the Owners of all of the Certificates at the time Outstanding nothing herein contained shall permit, or be construed as permitting:

(i) A change in the terms of redemption or maturity of the principal amount of or the interest on any Outstanding Certificate, or a reduction in the principal amount of or premium payable upon any redemption of any Outstanding Certificate or the rate of interest thereon, without the consent of the Owner of such Certificate;

(ii) The deprivation of the Owner of any Certificate then Outstanding of the interest created by this Indenture (other than as originally permitted hereby) without the consent of the Owner of such Certificate;

(iii) A privilege or priority of any Certificate or Certificates over any other Certificate or Certificates (except with respect to the possible subordination of Additional Certificates); or

(iv) A reduction in the aggregate principal amount of the Certificates required for consent to such supplemental indenture.

If at any time the Town shall request the Trustee to enter into a supplemental indenture which requires the consent of the Certificate Owners as provided herein, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given by electronic means or mailed to the Owners of the Certificates at the addresses last shown on the registration records of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Certificate Owners. If, within 60 days or such longer period as shall be prescribed by the Town following the giving of such notice, the required consents have been furnished to the Trustee as herein provided, no Certificate Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee from executing the same or from taking any action pursuant to the provisions thereof.

In executing or accepting any supplemental indenture permitted by Sections 9.01 or 9.02, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that (a) the execution of such supplemental indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Certificates and (c) such supplemental indenture will, upon the execution and delivery thereof, be a valid and binding obligation of the City.

Section 9.03 Amendment of the Lease and the Site Lease.

(a) The Trustee and the Town shall have the right to amend the Lease and the Site Lease, without the consent of or notice to the Owners of the Certificates, for one or more of the following purposes:

(1) to add covenants of the Trustee or the Town or to grant additional powers or rights to the Trustee;

(2) to make any amendments necessary or desirable to obtain or maintain a rating from any Rating Agency of the Certificates;

(3) in order to more precisely identify the Leased Property, including any substitutions, additions or modifications to the Leased Property as the case may be, as may be authorized under the Site Lease and the Lease;

(4) to make additions to the Leased Property, amend the schedule of Base Rentals and make all other amendments necessary for the execution and delivery of Additional Certificates in accordance with Section 2.08 hereof;

(5) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest portion of the Base Rentals allocable to the Tax-Exempt Certificates; or

(6) for any purpose not inconsistent with the terms of this Indenture or to cure any ambiguity or to correct or supplement any provision contained therein or in any amendment thereto which may be defective or inconsistent with any other provision contained therein or herein or in any amendment thereto or to make such other amendments to the Lease or the Site Lease which do not materially adversely affect the interests of the Owners of the Certificates.

(b) If the Trustee or the Town proposes to amend the Lease or the Site Lease in any way other than as set forth in Section 9.03(a) above, the Trustee shall notify the Owners of the Certificates of the proposed amendment and may consent thereto only with the consent of the Owners of a majority in aggregate principal amount of the Outstanding Certificates; provided, that the Trustee shall not, without the unanimous consent of the Owners of all Outstanding Certificates, consent to any amendment which would (1) decrease the amounts payable in respect of the Lease, or (2) change the Base Rentals Payment Dates, or (3) change any of the prepayment provisions of the Lease.

(c) In executing or accepting any supplemental lease permitted by this Section 9.03 the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that (a) the execution of such supplemental lease is permitted by and in compliance with this Indenture, (b) the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Certificates and (c) such supplemental indenture will, upon the execution and delivery thereof, be a valid and binding obligation of the City.

ARTICLE 10
MISCELLANEOUS

Section 10.01 Evidence of Signature of Owners and Ownership of Certificates. Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Certificates shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Owner or his attorney of such instrument may be proved by the certificate of any officer authorized to take acknowledgments in the jurisdiction in which he purports to act that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public.

(b) The fact of the owning by any person of Certificates and the amounts and numbers of such Certificates, and the date of the owning of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such bankers, as the property of such party, the Certificates therein mentioned. The Trustee may, in its discretion, require evidence that such Certificates have been deposited with a bank, bankers or trust company before taking any action based on such ownership. In lieu of the foregoing the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

Any request or consent of the Owner of any Certificate shall be conclusive upon and shall bind all future Owners of such Certificate and of any Certificate issued upon the transfer or exchange of such Certificate in respect of anything done or suffered to be done by the Town, the Trustee in accordance therewith, whether or not notation of such consent or request is made upon any such Certificate.

Section 10.02 Inspection of the Leased Property. Under the Lease, the Trustee and its duly authorized agents (a) have the right, but not the duty, on reasonable notice to the Town, at all reasonable times, to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Town for security purposes) and (b) are permitted, but have no obligation, at all reasonable times, to examine the books, records, reports and other papers of the Town with respect to the Leased Property.

Section 10.03 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the Town, the Trustee and the Owners, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation of this Indenture; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Trustee shall be for the sole and exclusive benefit of the Town, the Trustee and the Owners.

Section 10.04 Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions of this Indenture.

Section 10.05 Severability. In the event any provision of this Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Indenture.

Section 10.06 Governing Law. This Indenture shall be governed and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis.

Section 10.07 Execution in Counterparts. This Indenture 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.

Section 10.08 Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (i) delivered personally, (ii) mailed by United States certified or registered mail, return receipt requested, postage prepaid, at the addresses indicated below, or to such other addresses as the respective parties may from time to time designate in writing, (iii) sent by electronic transmission which produces evidence of transmission, or (iv) in such other manner as authorized by the Town or the Trustee, as the case may be.

if to the Town,

Town of Erie, Colorado
645 Holbrook Street
Erie, Colorado 80516
Attention: Finance Director

if to the Trustee,

UMB Bank, n.a.
1670 Broadway
Denver, Colorado 80202
Attention: Corporate Trust and Escrow Services

The Town and the Trustee may, by written notice, designate any further or different means of communication or addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.09 Successors and Assigns. All the covenants, promises and agreements in this Indenture contained by or on behalf of the Trustee shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 10.10 Payments Due on Saturdays, Sundays and Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Indenture, shall be a day other than a Business Day such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Indenture.

Section 10.11 Undertaking to Provide Ongoing Disclosure. The Town has covenanted in Section 11.6 of the Lease to comply with the terms of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure by the Town to comply with the Continuing Disclosure Certificate shall not be considered an Event of Indenture Default and the rights and remedies provided by this Indenture upon the occurrence of an Event of Indenture Default shall not apply to any such failure. The Trustee shall have no power or duty to enforce the obligations of the Town under the Continuing Disclosure Certificate.

Section 10.12 Electronic Storage and Execution. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Without limiting the foregoing, the parties agree that any individual or individuals who are authorized to execute or consent to this Indenture on behalf of the Town, the Trustee or any Owner are hereby authorized to execute this the same electronically via facsimile or email signature. This agreement by the parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Indenture or any supplement or consent relating thereto shall carry the full legal force and effect of any original, handwritten signature.

IN WITNESS WHEREOF, the Trustee has caused this Indenture to be executed all as of the date first above written.

UMB BANK, N.A., as Trustee

By:_____
Vice President

EXHIBIT A
FORM OF CERTIFICATES

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CERTIFICATE OF PARTICIPATION,
[TAXABLE/TAX-EXMEPT] SERIES 2026[A/B]

Evidencing a Proportionate Interest in the
Base Rentals and other Revenues under an Annually
Renewable Lease Purchase Agreement, dated February 26, 2026, between
UMB Bank, n.a.,
solely in its capacity as trustee under the Indenture, as lessor,
and the Town of Erie, Colorado, as lessee

No. R-____ $_____

Interest Rate	Maturity Date	Dated Date	CUSIP Number
%	December 1, 20__	February 26, 2026	

Registered Owner: CEDE & CO.

Principal Amount: DOLLARS

THIS CERTIFIES THAT the Registered Owner (specified above), or registered assigns, as the Registered Owner (the "Owner") of this Certificate of Participation, Series 2026 (this "Certificate"), is the Owner of a proportionate interest in the right to receive certain designated Revenues, including Base Rentals, under and as defined in the Lease Purchase Agreement (the "Lease") dated as of February 26, 2026, between UMB Bank, n.a., Denver, Colorado, as Trustee (the "Trustee"), as lessor, and the Town of Erie, Colorado (the "Town"), as lessee. This Certificate is secured as provided in the Lease and the Indenture of Trust (the "Indenture") dated as of February 26, 2026, by the Trustee, for the registered owners of the Certificates of Participation, [Taxable/Tax-Exempt] Series 2026[A/B] (the "Certificates"). All terms capitalized but not defined herein shall have the meanings given to them in the Indenture.

This Certificate bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Indenture.

Under the Site Lease, certain Leased Property described therein (the "Leased Property") has been leased by the Town, as lessor, to the Trustee, as lessee. Under the Lease, the Leased Property has been leased back by the Trustee, as lessor, to the Town, as lessee, and the Town has agreed to pay, directly to the Trustee, Base Rentals in consideration of the Town's right to possess and use the Leased Property. Certain Revenues, including Base Rentals, are required under the Indenture to be distributed by the Trustee for the payment of the Certificates and interest thereon. The Lease is subject to annual appropriation, non-renewal and, in turn, termination by the Town.

This Certificate has been executed and delivered pursuant to the terms of the Indenture. Reference is hereby made to the Site Lease, the Lease and the Indenture (copies of which are on file in the offices of the Trustee) for a description of the terms on which the Certificates are delivered, and the rights thereunder of the Owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the Town under the Site Lease and the Lease, and to all of the provisions of which Site Lease, Lease and Indenture the Owner of this Certificate, by acceptance hereof, assents and agrees.

Additional Certificates may be executed and delivered pursuant to the Indenture without consent of or notice to the owners of the Certificates and upon the satisfaction of certain conditions and limitations. Such Additional Certificates, together with the Certificates, are referred to herein as the "Certificates." Additional Certificates will evidence interests in rights to receive Revenues, including Base Rentals, without preference, priority or distinction of any Certificates, including the Certificates, over any others, however, insurance and other credit facilities may be applicable only to particular series of Certificates or portions thereof.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture may be amended by the Trustee with the written consent of the Owners of a majority in aggregate principal amount of the Certificates outstanding, and may be amended without such consent under certain circumstances described in the Indenture but in no event such that the interests of the Owners of the Certificates are materially adversely affected, provided that no such amendment is to impair the right of any Owner to receive in any case such Owner's proportionate share of any payment of Revenues in accordance with the terms of such Owner's Certificate.

THE OWNER OF THIS CERTIFICATE IS ENTITLED TO RECEIVE, SUBJECT TO THE TERMS OF THE LEASE, THE PRINCIPAL AMOUNT (SPECIFIED ABOVE), ON THE MATURITY DATE (SPECIFIED ABOVE), AND IS ENTITLED TO RECEIVE INTEREST ON THE PRINCIPAL AMOUNT AT THE INTEREST RATE (SPECIFIED ABOVE). The interest hereon is payable at the interest rate from the Dated Date (specified above) on [____], 2026, and semiannually thereafter on June 1 and December 1 in each year (the "Interest Payment Dates"). Interest is to be calculated on the basis of a 360-day year consisting of twelve 30-day months.

THIS CERTIFICATE IS PAYABLE SOLELY FROM THE BASE RENTALS PAYABLE TO THE TRUSTEE PURSUANT TO THE LEASE AND OTHER REVENUES AS DEFINED IN THE INDENTURE. NEITHER THE LEASE, THE CERTIFICATES, OR THE OBLIGATION OF THE TOWN TO PAY BASE RENTALS OR ADDITIONAL RENTALS

CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE TOWN OR A MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE TOWN, WITHIN THE MEANING OF ANY CONSTITUTIONAL, HOME RULE CHARTER OR STATUTORY DEBT LIMITATION. NEITHER THE LEASE NOR THE CERTIFICATES HAVE DIRECTLY OR INDIRECTLY OBLIGATED THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR THE TOWN'S THEN CURRENT FISCAL YEAR.

This Certificate is issued under the authority of Part 2 of Article 57, Title 11, Colorado Revised Statutes (the "Supplemental Act"). Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Certificate after its delivery for value.

This Certificate is issued with the intent that the laws of the State of Colorado shall govern its legality, validity, enforceability, and construction. The Town has determined that this Certificate is authorized and issued under the authority of and in full conformity with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling.

The Trustee has executed this Certificate solely in its capacity as Trustee under the Indenture and not in its individual or personal capacity. The Trustee is not liable for the obligations evidenced by the Certificates except from amounts held by it in its capacity as Trustee under the Indenture.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease or the Indenture, until executed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all things, conditions, and acts required by the Constitution and the statutes of the State of Colorado and the Indenture to exist, to have happened and to have been performed precedent to and the execution and delivery of this Certificate, do exist, have happened and have been performed in due time, form and manner, as required by law.

IN WITNESS WHEREOF, this Certificate has been executed with the manual signature of an authorized representative of the Trustee.

Execution Date: February 26, 2026.

UMB BANK, N.A., as Trustee

By:_____
Authorized Officer

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Certificate and hereby irrevocably constitutes and appoints _____ Attorney, to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

_____
Signature

Dated: _____

Signature Guaranteed:

_____
Signature must be guaranteed by a member
of a Medallion Signature Program

Address of Transferee:

_____

_____

_____

Social Security or other tax
identification number of transferee:

_____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

(End Form of Assignment)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Certificate have been prepaid in accordance with the terms of the Indenture authorizing the execution and delivery of this Certificate.

Date of Prepayment	Principal Prepaid	Signature of Authorized Representative of DTC

(End Form of Certificates)

(i) 98262279.v2

AFTER RECORDATION PLEASE RETURN TO:

Butler Snow LLP
1801 California Street, Suite 5100
Denver, Colorado 80202
Attention: Kimberley K. Crawford, Esq.

SITE LEASE AGREEMENT

DATED FEBRUARY 26, 2026

BETWEEN

TOWN OF ERIE, COLORADO,
AS LESSOR

AND

UMB BANK, N.A.,
SOLELY IN ITS CAPACITY AS TRUSTEE UNDER THE INDENTURE,
AS LESSEE

This SITE LEASE AGREEMENT, dated February 26, 2026 (this "Site Lease"), is by and between the Town of Erie, Colorado, a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Colorado (the "Town"), as lessor, and UMB Bank, n.a., Denver, Colorado, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture (the "Trustee"), as lessee.

PREFACE

Unless the context otherwise requires, capitalized terms used herein have the meanings ascribed to them herein and in the Lease Purchase Agreement, dated February 26, 2026 (the "Lease"), between the Trustee, as lessor, and the Town, as lessee.

RECITALS

1. The Town has been duly organized and is validly existing as a home rule municipality and municipal corporation under the Constitution of the State of Colorado and the home rule charter of the Town (the "Charter").

2. Pursuant to Article XX, Section 6 of the Colorado Constitution and the Charter, the Town is authorized to enter into long-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes.

3. The Town Council has determined that it is in the best interests of the Town and its inhabitants to finance the acquisition, construction, installation, equipping and improvement of a police facility with associated amenities and supporting public improvements needed or desired in connection therewith and other capital improvements for Town purposes (collectively, the "Project").

4. The Town Council has determined that it is in the best interests of the Town and its inhabitants to provide for the financing of the Project by entering into this Site Lease and the Lease.

5. The Town owns, in fee title, the real property and the buildings and improvements located thereon (as more particularly described in Exhibit A attached hereto, the "Leased Property").

6. To finance the Project, the Trustee will acquire a leasehold interest in the Leased Property by leasing the Leased Property from the Town pursuant to this Site Lease and will lease the Leased Property back to the Town pursuant to the Lease.

7. Contemporaneously with the execution and delivery of this Site Lease and the Lease, the Trustee will execute and deliver an Indenture of Trust (the "Indenture") pursuant to which there will be executed and delivered certain Certificates of Participation, Taxable Series 2026A, and Tax-Exempt Series 2026B (collectively, the "Certificates") that will be dated as of their date of delivery, will evidence proportionate interests in the right to receive Base Rentals and other Revenues (as defined in the Lease), will be payable solely from the sources therein provided, and shall not directly or indirectly obligate the Town to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect.

8. The net proceeds from the sale of the Certificates, together with other available money of the Town, will be used to finance the Project and pay the Costs of Execution and Delivery of the Certificates.

9. The Trustee and the Town intend that this Site Lease set forth their entire understanding and agreement regarding the terms and conditions upon which the Trustee is leasing the Leased Property from the Town.

10. The Town is entering into this Site Lease with the Trustee as material consideration for the Trustee's agreement to lease the Leased Property to the Town pursuant to the Lease. The Trustee will prepay in full its rental payments due under this Site Lease which rental payments shall be used by the Town to effect the Project, all pursuant to this Site Lease, the Lease and the Indenture.

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

Section 1. Site Lease and Terms. The Town hereby demises and leases to the Trustee and the Trustee hereby leases from the Town, on the terms and conditions hereinafter set forth, the Leased Property, subject to Permitted Encumbrances as described in Exhibit B hereto.

The term of this Site Lease (the "Site Lease Term") shall commence on the date hereof and shall end on December 31, 20[__] (the "Site Lease Termination Date"), unless such term is sooner terminated as hereinafter provided. If, prior to the Site Lease Termination Date, the Trustee has transferred and conveyed the Trustee's leasehold interest in all of the Leased Property pursuant to Article 12 of the Lease as a result of the Town's payment of (a) the applicable Purchase Option Price thereunder; or (b) all Base Rentals and Additional Rentals, all as further provided in Section 12.2 of the Lease, then the term of this Site Lease shall end in connection with such transfer and conveyance.

In the event that the Lease is terminated and this Site Lease remains in effect, and the Trustee exercises its remedies pursuant to this Site Lease and the Indenture, then the term of this Site Lease shall end when the outstanding remaining principal amount of the Certificates, plus accrued interest thereon, have been paid or provision has been made for such payment, provided that in the event that the payment of such Certificates has been made from a sale or assignment of the Trustee's leasehold interest herein, then this Site Lease shall remain in effect in accordance with the terms and provisions of any such sublease or assignment. Notwithstanding the foregoing or any provision to the contrary contained herein or in the Indenture, the term of any sublease of the Leased Property or any portion thereof, or any assignment of the Trustee's interest in this Site Lease, pursuant to Section 5 hereof, the Lease and the Indenture, shall not extend beyond December 31, 20[__].

At the end of the term of this Site Lease, all right, title and interest of the Trustee, or any sublessee or assignee, in and to the Leased Property, shall terminate. Upon such termination, the Trustee and any sublessee or assignee shall execute and deliver to the Town any necessary documents releasing, assigning, transferring and conveying the Trustee's, sublessee's or assignee's respective interests in the Leased Property.

Section 2. Rental. The Trustee has paid to the Town and the Town hereby acknowledges receipt from the Trustee as and for rental hereunder, paid in advance, the sum of $[____], as and for all rent due hereunder, and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged. The Town hereby determines that such amount is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of this Site Lease.

Section 3. Purpose. The Trustee shall use the Leased Property solely for the purpose of leasing the Leased Property back to the Town pursuant to the Lease and for such purposes as may be incidental thereto; provided, that upon the occurrence of an Event of Nonappropriation or an Event of Lease Default and the termination of the Lease, the Town shall vacate the Leased Property, as provided in the Lease, and the Trustee may exercise the remedies provided in this Site Lease, the Lease and the Indenture.

Section 4. Owner in Fee. The Town represents that (a) it is the owner in fee of the Leased Property, subject only to Permitted Encumbrances as described in Exhibit B hereto, and (b) the Permitted Encumbrances do not and shall not interfere in any material way with the Leased Property. The Trustee acknowledges that it is only obtaining a leasehold interest in the Leased Property pursuant to this Site Lease.

Section 5. Sales, Assignments and Subleases. Unless an Event of Nonappropriation or an Event of Lease Default shall have occurred and be continuing and except as may otherwise be provided in the Lease, the Trustee may not sell or assign its rights and interests under this Site Lease or sublet all or any portion of the Leased Property without the prior written consent of the Town. Any such assignment without the Town's prior written consent shall be deemed null and void and of no effect.

In the event that (a) the Lease is terminated for any reason and (b) this Site Lease is not terminated, the Trustee may sublease the Leased Property or any portion thereof, or sell or assign the Trustee's leasehold interests in the Leased Property, pursuant to the terms of the Lease and the Indenture, and any purchasers from or sublessees or assignees of the Trustee may sell or assign its respective interests in the Leased Property, subject to the terms of this Site Lease, the Lease, and the Indenture. The Town and the Trustee (or any purchasers from or assignees or sublessees of the Trustee) agree that, except as permitted by this Site Lease, the Lease, and the Indenture and except for Permitted Encumbrances (including purchase options under the Lease), neither the Town, the Trustee, nor any purchasers from or sublessees or assignees of the Trustee will sell, mortgage, or encumber the Leased Property or any portion thereof during the term of this Site Lease.

The Trustee and any other person who has the right to use the Leased Property under this Site Lease, at its own expense, may install machinery, equipment, and other tangible property in or on any portion of the Leased Property. All such machinery, equipment, and other tangible property shall remain the sole property of the Trustee or such other person; provided, however, that title to any such machinery, equipment, and other tangible property shall become part of the Leased Property and be included under the terms of this Site Lease to the extent that (a) any such machinery, equipment, or other tangible property is permanently affixed to the Leased Property or

(b) the removal of such machinery, equipment, or other tangible property would damage or impair the Leased Property.

Section 6. Right of Entry. To the extent that the Lease is terminated and this Site Lease is still in effect, the Town reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof.

Section 7. Termination. The Trustee agrees, upon the termination of this Site Lease, to quit and surrender all of the Leased Property, and agrees that any permanent improvements and structures existing upon the Leased Property at the time of the termination of this Site Lease shall remain thereon.

Section 8. Default. In the event the Trustee shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Trustee, the Town may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and that so long as any Certificates are Outstanding and unpaid under the Indenture, the Base Rentals due under the Lease shall continue to be paid to the Trustee except as otherwise provided in the Lease. In addition, so long as any of the Certificates are Outstanding, this Site Lease shall not be terminated except as described in Section 1 hereof.

Section 9. Quiet Enjoyment and Acknowledgment of Ownership. The Trustee at all times during the term of this Site Lease shall peaceably and quietly have, hold, and enjoy the Leased Property, subject to the provisions of this Site Lease, the Lease, and the Indenture. The Town and the Trustee acknowledge that the Town owns the Leased Property in fee title and that the Trustee shall have a leasehold in the Leasehold Property pursuant to this Site Lease.

Section 10. Trustee's Disclaimer. It is expressly understood and agreed that (a) this Site Lease is executed by UMB Bank, n.a. solely in its capacity as Trustee under the Indenture, and (b) nothing herein shall be construed as creating any liability on UMB Bank, n.a. other than in its capacity as Trustee under the Indenture. All financial obligations of the Trustee under this Site Lease, except those resulting from its willful misconduct or negligence, are limited to the Trust Estate.

Section 11. Taxes; Maintenance; Insurance. During the Lease Term of the Lease and in accordance with the provisions of the Lease, including Sections 9.1 and 9.3 thereof, the Town covenants and agrees to pay any and all taxes, assessments, or governmental charges due in respect of the Leased Property and all maintenance costs and utility charges in connection with the Leased Property. In the event that (a) the Lease is terminated for any reason and (b) this Site Lease is not terminated, the Trustee, or any purchaser, sublessee, or assignee of the Leased Property (including the leasehold interests of the Trustee resulting from this Site Lease) shall pay or cause to be paid when due, all such taxes, assessments, or governmental charges and maintain the Leased Property in good condition and working order, and shall not demolish any building or other improvements constituting the Leased Property. Any such payments that are to be made by the Trustee shall be made solely from (a) the proceeds of such sale, subleasing, or assignment, (b) from the Trust

Estate, or (c) from other moneys furnished to the Trustee under Section 8.02(m) of the Indenture, and in the absence of available moneys identified in the preceding clauses (a) through (c), the Trustee shall be under no obligation to pay or cause to be paid when due, all such taxes, assessments, or governmental charges and to maintain the Leased Property in good condition and working order.

The provisions of the Lease shall govern with respect to the maintenance of insurance hereunder during the Lease Term of the Lease. In the event that (a) the Lease is terminated for any reason and (b) this Site Lease is not terminated, the Trustee, or any sublessee, purchaser, or assignee of the Leased Property shall obtain and keep in force, (i) commercial general liability insurance against claims for personal injury, death, or damage to property of others occurring on or in the Leased Property in an amount not less than the limitations provided in the Colorado Governmental Immunity Act (Article 10, Title 24, Colorado Revised Statutes, as heretofore or hereafter amended), and (ii) property insurance in an amount not less than the full replacement value of the improvements and structures constituting the Leased Property. Any such insurance that is to be obtained by the Trustee shall be paid for solely from (a) the proceeds of such subleasing, sale, or assignment, (b) from the Trust Estate, or (c) from other moneys furnished to the Trustee under Section 8.02(m) of the Indenture and in the absence of available moneys identified in the preceding clauses (a) through (c), the Trustee shall be under no obligation to obtain or keep in force such insurance coverages. All such insurance shall name the Town as insured and the Trustee as an additional insured or loss payee. The Town and the Trustee shall waive any rights of subrogation with respect to the Trustee, any sublessee, purchaser, or assignee, and the Town, and their members, directors, officers, agents, and employees, while acting within the scope of their employment and each such insurance policy shall contain such a waiver of subrogation by the issuer of such policy.

Nothing in the preceding paragraphs or in this Site Lease shall be interpreted or construed to require the Trustee to sublease all or any portion of the Leased Property or sell or assign its interests in this Site Lease, in the event that the Lease is terminated for any reason and this Site Lease is not terminated.

Section 12. Damage, Destruction or Condemnation. The provisions of the Lease shall govern with respect to any damage, destruction, or condemnation of the Leased Property during the Lease Term of the Lease. In the event that (a) the Lease is terminated for any reason and (b) this Site Lease is not terminated, and either (i) the Leased Property or any portion thereof is damaged or destroyed, in whole or in part, by fire or other casualty, or (ii) title to or use of the Leased Property or any part thereof shall be taken under the exercise of the power of eminent domain, the Town, and the Trustee, or any sublessee, purchaser, or assignee of the Leased Property from the Trustee shall cause the Net Proceeds of any insurance claim or condemnation award to be applied in accordance with the provisions of Article 10 of the Lease.

Section 13. Hazardous Substances. Except for customary materials necessary for operation, cleaning, and maintenance of the Leased Property, none of the Town, the Trustee, or any sublessee, purchaser, or assignee of the Leased Property from the Trustee shall cause or permit any Hazardous Substance to be brought upon, generated at, stored, or kept or used in or about the Leased Property without prior written notice to the Town and the Trustee and all Hazardous Substances, including customary materials necessary for construction, operation, cleaning, and maintenance of the Leased Property, will be used, kept, and stored in a manner that complies with

all laws regulating any such Hazardous Substance so brought upon or used or kept on or about the Leased Property, provided that unless the Trustee has exercised its right to take possession of the Leased Property after the occurrence and continuance of an Event of Lease Default, the Trustee shall have no responsibility under this Section to monitor or investigate whether the Leased Property complies with environmental laws or is subject to any Hazardous Substance. If the presence of Hazardous Substance on the Leased Property is caused or permitted by the Town, the Trustee or any sublessee, purchaser or assignee of the Leased Property from the Trustee, as the case may be, results in contamination of the Leased Property, or if contamination of the Leased Property by Hazardous Substance otherwise occurs for which the Town, the Trustee or any sublessee or assignee of the Leased Property, as the case may be, is legally liable for damage resulting therefrom, then the Town, the Trustee, or any sublessee, purchaser or assignee of the Leased Property from the Trustee, as the case may be, shall reimburse the other party for its reasonable and necessary legal expenses to defend the parties hereto or assignees hereof that have not caused or permitted such contamination and are not so legally liable with respect to this Site Lease from claims for damages, penalties, fines, costs, liabilities or losses; provided that the cost of such defense, (a) in the case of the Trustee, shall be payable solely from the Trust Estate, or (b) in the case of the Town, shall be payable only if the cost of such defense has been annually appropriated by the Town. This duty to reimburse legal expenses is not an indemnification. It is expressly understood that none of the Town, the Trustee, or any sublessee, purchaser, or assignee is indemnifying any other person with respect to this Site Lease. Without limiting the foregoing, if the presence of any Hazardous Substance on the Leased Property is caused or permitted by:

(a) the Trustee after the Trustee has exercised its right to take possession of the Leased Property after the occurrence and continuance of an Event of Lease Default, or any sublessee, purchaser, or assignee of the Leased Property from the Trustee, as the case may be, results in any contamination of the Leased Property, then the Trustee or any sublessee, purchaser, or assignee of the Leased Property from the Trustee, as the case may be, shall provide prior written notice to the Town and the Trustee and shall promptly take all actions, solely at the expense of the Trust Estate as are necessary to effect remediation of the contamination in accordance with legal requirements; or

(b) the Town results in any contamination of the Leased Property, then the Town shall provide prior written notice to the Trustee and promptly take all actions, solely at the expense of the Town, which expenses shall constitute Additional Rentals, as are necessary to effect remediation of the contamination in accordance with legal requirements.

Section 14. Third Party Beneficiaries. It is expressly understood and agreed that the Owners of the outstanding Certificates are third party beneficiaries to this Site Lease and enforcement of the terms and conditions of this Site Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Town, as Lessor, and the Trustee, as Lessee, and their respective successors and assigns, and to the Owners of the Certificates. Except as hereinafter provided, nothing contained in this Site Lease shall give or allow any such claim or right of action by any other or third person on this Site Lease. It is the express intention of the Town and the Trustee that any person other than the Town, the Trustee, or the Owners of the Certificates

receiving services or benefits under this Site Lease shall be deemed to be an incidental beneficiary only.

Section 15. Amendments. This Site Lease may only be amended, changed, modified, or altered in accordance with the provisions of the Indenture.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants, and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. No Merger. The Town and the Trustee intend that the legal doctrine of merger shall have no application to this Site Lease and that neither the execution and delivery of the Lease by the Trustee and the Town nor the exercise of any remedies under this Site Lease or the Lease shall operate to terminate or extinguish this Site Lease or the Lease, except as specifically provided herein and therein.

Section 18. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (i) delivered personally, (ii) mailed by United States certified or registered mail, return receipt requested, postage prepaid, at the addresses indicated in the Lease, or to such other addresses as the respective parties may from time to time designate in writing, (iii) sent by electronic transmission which produces evidence of transmission, or (iv) in such other manner as authorized by the Town or the Trustee, as the case may be.

Section 19. Recitals. The Recitals set forth in this Site Lease are hereby incorporated by this reference and made a part of this Site Lease.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 21. Execution. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Site Lease.

Section 22. Governing Law. This Site Lease shall be governed by and construed in accordance with the law of the State of Colorado without regard to choice of law analysis.

Section 23. No Waiver of Governmental Immunity. Notwithstanding any other provisions of this Site Lease to the contrary, no term or condition of this Site Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, limitations to liability or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., as now or hereafter amended, or under any other law.

Section 24. Annual Appropriation. Consistent with Article X, §20 of the Colorado Constitution, any financial obligation of the Town under this Site Lease shall be from year to year only, shall be subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year. To the extent that any of the Town's obligations under this Site Lease are deemed to constitute a multiple fiscal-year financial obligation, the Town's performance will be conditioned upon annual appropriation by the Town Council, in its sole discretion.

Section 25. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 26. Concerning the Trustee. The Town acknowledges and requests the Trustee to contemporaneously enter into the Indenture and to enter into the Lease and acknowledges that the Trustee is entering into this Site Lease and the Lease solely in its capacity as Trustee under the Indenture and all provisions of the Indenture relating to the rights, privileges, powers and protections of the Trustee shall apply with equal force and effect to all actions taken by the Trustee in connection with this Site Lease and the Lease.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Town and the Trustee have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

TOWN OF ERIE, COLORADO, as Lessor	UMB BANK, N.A., solely in its capacity as Trustee under the Indenture, as Lessee
By: _____	By: _____
Andrew J. Moore, Mayor	Vice President

[SEAL]

ATTEST:

_____
Debbie Stamp, Town Clerk

STATE OF COLORADO)
)
COUNTIES OF BOULDER)
AND WELD) ss.
)
TOWN OF ERIE)

The foregoing instrument was acknowledged before me this _____ day of February, 2026, by Andrew J. Moore, as Mayor of the Town of Erie, Colorado.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of February, 2026, by Jonathan Fernandez, as Vice President of UMB Bank, n.a., as Trustee.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY:

The Leased Property consists of the real property and the buildings and improvements located thereon as set forth below, as amended from time to time.

[ADD LEGAL]

Description of premises, buildings and improvements

[ADD]

EXHIBIT B

PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pending contest pursuant to the provisions of the Lease; (b) this Site Lease, the Lease, the Indenture and any related fixture filing and any liens arising or granted pursuant to the Lease or the Indenture; (c) utility, access and other easements and rights of way, licenses, permits, party wall and other agreements, restrictions and exceptions which the Town Representative certifies will not materially interfere with or materially impair the Leased Property, including rights or privileges in the nature of easements, licenses, permits, and agreements as provided in the Lease; (d) any sublease of the Leased Property that is permitted pursuant to the terms and provisions of Section 13.2 of the Lease; and (e) the easements, covenants, restrictions, liens and encumbrances to which title to the Leased Property was subject when leased to the Trustee pursuant to this Site Lease, as shown below, and which the Town Representative hereby certifies do not and will not interfere in any material way with the Leased Property.

The easements, covenants, restrictions, liens, and encumbrances to which title to the Leased Property was subject when leased to the Trustee pursuant to this Site Lease are as follows:

1) Liens for ad valorem taxes and special assessments not then delinquent, if applicable.

2) This Site Lease.

3) The Lease.

4) All other encumbrances appearing of record on the date hereof.

AFTER RECORDATION PLEASE RETURN TO:

Butler Snow LLP
1801 California Street, Suite 5100
Denver, Colorado 80202
Attention: Kimberley K. Crawford, Esq.

LEASE PURCHASE AGREEMENT

DATED FEBRUARY 26, 2026

BETWEEN
UMB BANK, N.A.,
SOLELY IN ITS CAPACITY AS TRUSTEE UNDER THE INDENTURE IDENTIFIED HEREIN,
AS LESSOR

AND

TOWN OF ERIE, COLORADO,
AS LESSEE

This Table of Contents is not a part of this Lease and is only for convenience of reference.

TABLE OF CONTENTS

This LEASE PURCHASE AGREEMENT, dated February 26, 2026 (this "Lease"), is by and between UMB Bank, n.a., Denver, Colorado, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture (the "Trustee"), as lessor, and the Town of Erie, Colorado, a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Colorado (the "Town"), as lessee.

PREFACE

All capitalized terms used herein will have the meanings ascribed to them in Article 1 of this Lease.

RECITALS

1. The Town has been duly organized and is validly existing as a home rule municipality and municipal corporation under the Constitution of the State of Colorado and the home rule charter of the Town (the "Charter").

2. Pursuant to Article XX, Section 6 of the Colorado Constitution and the Charter, the Town is authorized to enter into long-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes.

3. The Town Council has determined that it is in the best interests of the Town and its inhabitants to finance the acquisition, construction, installation, equipping and improvement of a police facility with associated amenities and supporting public improvements needed or desired in connection therewith and other capital improvements for Town purposes (collectively, the "Project").

4. The Town Council has determined that it is in the best interests of the Town and its inhabitants to provide for the financing of the Project by entering into the Site Lease Agreement with the Trustee, solely in its capacity of trustee (the "Site "Lease") and the Lease.

5. The Town owns, in fee title, the real property and the buildings and improvements located thereon (as more particularly described in Exhibit A attached hereto, the "Leased Property").

6. To finance the Project, the Trustee will acquire a leasehold interest in the Leased Property by leasing the Leased Property from the Town pursuant to the Site Lease and will lease the Leased Property back to the Town pursuant to this Lease.

7. Contemporaneously with the execution and delivery of the Site Lease and the Lease, the Trustee will execute and deliver an Indenture of Trust (the "Indenture") pursuant to which there will be executed and delivered certain Certificates of Participation, Taxable Series 2026A and Tax-Exempt 2026B (collectively, the "Certificates") that will be dated as of their date of delivery, will evidence proportionate interests in the right to receive Base Rentals and other Revenues (as defined herein), will be payable solely from the sources herein provided, and shall not directly or indirectly obligate the Town to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect.

8. The net proceeds of the Certificates, together with other available money of the Town, will be used to finance the Project and pay the Costs of Execution and Delivery of the Certificates.

9. The payment by the Town of Base Rentals and Additional Rentals hereunder in any future Fiscal Year is subject to specific Appropriations and renewal by the Town Council of this Lease for such future Fiscal Year. The Base Rentals and Additional Rentals payable by the Town under this Lease shall constitute current expenditures of the Town.

10. Neither this Lease nor the payment by the Town of Base Rentals or Additional Rentals hereunder shall be deemed or construed as creating an indebtedness of the Town within the meaning of any provision of the Colorado Constitution, the Charter, or the laws of the State of Colorado concerning or limiting the creation of indebtedness by the Town, and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the Town within the meaning of Article X, Section 20(4) of the Colorado Constitution or a mandatory charge or requirement against the Town in any ensuing Fiscal Year beyond the then current Fiscal Year. The obligation of the Town to pay Base Rentals and Additional Rentals hereunder shall be from year to year only, shall constitute currently budgeted expenditures of the Town, shall not constitute a mandatory charge or requirement in any ensuing budget year, nor a mandatory payment obligation of the Town in any ensuing Fiscal Year beyond any Fiscal Year during which this Lease shall be in effect. In the event that this Lease is not renewed, the sole security available to the Trustee, as lessor hereunder, shall be the Leased Property.

11. The Trustee is executing this Lease solely in its capacity as trustee under the Indenture, and subject to the terms, conditions and protections provided for herein and therein.

12. The Trustee and the Town intend that this Lease set forth their entire understanding and agreement regarding the terms and conditions upon which the Town is leasing the Leased Property from the Trustee.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the Trustee and the Town agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Certain Funds and Accounts. All references herein to any funds and accounts mean the funds and accounts so designated which are established under the Indenture.

Section 1.2 Definitions. All capitalized terms used herein and not otherwise defined have the meanings given to them in the Indenture, unless the context otherwise requires. Capitalized terms used herein have the following meanings under this Lease:

"Additional Certificates" means Additional Certificates which may be executed and delivered pursuant to the Indenture.

"Additional Rentals" means the payment or cost of all:

(a) (i) reasonable expenses and fees of the Trustee related to the performance or discharge of its responsibilities under the provisions of the Lease, the Site Lease or the Indenture, including the reasonable fees and expenses of any person or firm employed by the Town to make rebate calculations under the provisions of Section 3.05 of the Indenture and the expenses of the Trustee in respect of any policy of insurance or surety bond obtained in respect of the Certificates executed and delivered pursuant to the Indenture, (ii) the cost of insurance premiums and insurance deductible amounts under any insurance policy reasonably deemed necessary to protect the Trustee from any liability under the Lease, and approved by the Town Representative, which approval shall not be unreasonably withheld, (iii) reasonable legal fees and expenses incurred by the Trustee to defend the Trust Estate or the Trustee from and against any legal claims related to the performance or discharge of its responsibilities under the provisions of the Lease, the Site Lease or the Indenture, and (iv) reasonable expenses and fees of the Trustee incurred at the request of the Town Representative;

(b) taxes, assessments, insurance premiums, utility charges, maintenance, upkeep, repair and replacement with respect to the Leased Property or as otherwise required under the Lease;

(c) payments into the Rebate Fund for rebate payments as provided in the Lease; and

(d) all other charges and costs (together with all interest and penalties that may accrue thereon in the event that the Town shall fail to pay the same, as specifically set forth in the Lease) which the Town agrees to assume or pay as Additional Rentals under the Lease.

Additional Rentals do not include Base Rentals.

"Appropriation" means the action of the Town Council in annually making moneys available for all payments due under this Lease, including the payment of Base Rentals and Additional Rentals.

"Approval of Special Counsel" means an opinion of Special Counsel to the effect that the matter proposed will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portion of the Base Rentals paid by the Town under this Lease and attributable to the Certificates.

"Base Rentals" means the rental payments payable by the Town during the Lease Term, which constitute payments payable by the Town for and in consideration of the right to possess and use the Leased Property as set forth in Exhibit C (Base Rentals Schedule) hereto. Base Rentals does not include Additional Rentals.

"Base Rentals Payment Dates" means the Base Rentals Payment Dates set forth in Exhibit C (Base Rentals Schedule) hereto.

"Business Day" means any day, other than a Saturday, Sunday or legal holiday or a day (a) on which banks located in Denver, Colorado are required or authorized by law or executive order to close or (b) on which the Federal Reserve System is closed.

"Certificates" means, collectively, the Taxable Certificates and the Tax-Exempt Certificates.

"Certificate of Completion" means the Certificate of Completion in substantially the form attached hereto as **Exhibit F** to be delivered by the Town Representative to the Trustee pursuant to Section 7.3 hereof.

"Charter" means the home rule charter of the Town, and any amendments or supplements thereto.

"Completion Date" means the earlier of (a) February 26, 2029, or such later date established by the Town with the Approval of Special Counsel, or (b) any date on which the Certificate of Completion is delivered by the Town Representative to the Trustee pursuant to Section 7.3 of this Lease.

"Construction Fund" means the Construction Fund created under the Indenture.

"Continuing Disclosure Certificate" means the certificate executed by the Town of even date herewith which constitutes an undertaking pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission.

"Costs of Execution and Delivery" means all items of expense directly or indirectly payable by the Trustee related to the authorization, execution and delivery of the Site Lease and this Lease and related to the authorization, sale, execution and delivery of the Certificates, as further defined in the Indenture.

"Costs of the Project" means all costs and expenses incurred in connection with the Project, including without limitation:

(a) any costs paid or incurred for the acquisition of any real estate acquired as part of the Leased Property;

(b) obligations paid, incurred or assumed for labor, materials and equipment in connection with the construction, acquisition, installation, equipping and improvement of the Project;

(c) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title insurance) that may be necessary or appropriate in connection with the Project;

(d) the costs of engineering, architectural and other professional and technical services including obligations incurred or assumed for preliminary design and development work, test borings, soils tests, surveys, environmental review, estimates and plans and specifications;

(e) administrative costs incurred in connection with the leasing of the Leased Property and the construction of the Project incurred prior to the Completion Date, including supervision of the construction, acquisition, installation and equipping as well as the performance of all of the other duties required by or consequent upon the construction, acquisition, installation and equipping of the Project, including, without limitation, costs of preparing and securing all Project Documents, architectural, engineering and other professional and technical fees, building permit fees, water tap fees, sanitary sewer and wastewater fees, legal fees and expenses, appraisal fees, independent inspection fees, auditing fees and advertising expenses in connection with the Project;

(f) costs incurred in connection with the Certificates, including the initial compensation and expenses of the Trustee, legal fees and expenses, costs incurred in obtaining ratings from rating agencies, the premium for a qualified surety bond, if any, and accounting fees;

(g) all costs which are required to be paid under the terms of any Project Contract;

(h) any costs associated with the leasing of the Site pursuant to the Site Lease;

(i) costs related to the preparation of the Site for construction of the Project, including, but not limited to, the costs of demolition and cleanup of any existing improvements on the Site and costs associated with the provision of sewer, water, gas, electricity and other infrastructure improvements and services to the Site;

(j) payments to a reserve fund to the extent necessary to establish or maintain a reserve requirement, if any;

(k) all other costs which are considered to be a part of the costs of the Project in accordance with generally accepted accounting principles and which will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portion of Base Rentals due under this Lease and attributable to the Certificates, as evidenced by delivery of an Approval of Special Counsel; and

(l) any and all other costs necessary to effect the Trustee's leasing of the Site and the implementation and completion of the Project to the extent the same are permitted by the laws of the State of Colorado and will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portion of Base Rentals due under this Lease and attributable to the Certificates, as evidenced by delivery of an Approval of Special Counsel.

"Counsel" means an attorney at law or law firm (who may be counsel for the Trustee).

"C.R.S." means Colorado Revised Statutes, as amended from time to time.

"Event(s) of Lease Default" means any event as defined in Section 14.1 of this Lease.

"Event of Nonappropriation" means the termination and non-renewal of this Lease by the Town, determined by the Town Council's failure, for any reason, to appropriate by the last day of each Fiscal Year, (a) sufficient amounts to be used to pay Base Rentals due in the next Fiscal Year and (b) sufficient amounts to pay such Additional Rentals as are estimated to become due in the next Fiscal Year, as provided in Section 6.4 of this Lease. An Event of Nonappropriation may also occur under certain circumstances described in Section 10.3(c) of this Lease. The term also means a notice under this Lease of the Town's intention to not renew and therefore terminate this Lease or an event described in this Lease relating to the exercise by the Town of its right to not appropriate amounts due as Additional Rentals in excess of the amounts for which an Appropriation has been previously effected.

"Finance Director" means the Finance Director of the Town or such person's successor in functions, if any.

"Fiscal Year" means any 12-month period adopted by the Town as its fiscal year.

"Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America, the State of Colorado or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; pandemics or other declared health emergencies; or any other cause or event not within the control of the Town in its capacity as lessee hereunder or the Trustee.

"Hazardous Substance" means and includes: (a) the terms "hazardous substance," "release" and "removal" which, as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. §9601 and in Colorado law, provided, however, that the term "hazardous substance" as used herein shall also include "hazardous waste" as defined in paragraph (5) of 42 U.S.C. §6903 and "petroleum" as defined in paragraph (8) of 42 U.S.C. §6991; (b) the term "superfund" as used herein means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, being Title 42 U.S.C. §9601 et seq., as amended, and any similar State of Colorado statute or local ordinance applicable to the Leased Property, including, without limitation, Colorado rules and regulations promulgated, administered, and enforced by any governmental agency or authority

pursuant thereto; and (c) the term "underground storage tank" as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U.S.C. §6991.

"Indenture" means the Indenture of Trust, dated February 26, 2026, executed and delivered by the Trustee, as the same may be amended or supplemented.

"Initial Term" means the period which commences on the date of delivery of this Lease and terminates on December 31, 2026.

"Interest Portion" means the portion of each Base Rentals payment that represents the payment of interest set forth in Exhibit C (Base Rentals Schedule) hereto.

"Lease" means this Lease Purchase Agreement, dated February 26, 2026, between the Trustee, as lessor, and the Town, as lessee, as the same may be amended.

"Lease Remedy" or "Lease Remedies" means any or all remedial steps provided in this Lease whenever an Event of Lease Default or an Event of Nonappropriation has happened and is continuing, which may be exercised by the Trustee as provided in this Lease and in the Indenture.

"Lease Term" means the Initial Term and any Renewal Terms as to which the Town may exercise its option to renew this Lease by effecting an Appropriation of funds for the payment of Base Rentals and Additional Rentals hereunder, as provided in and subject to the provisions of this Lease. "Lease Term" refers to the time during which the Town is the lessee of the Leased Property under this Lease.

"Leased Property" means the real property and the premises, buildings, and improvements situated thereon, including all fixtures attached thereto, as more particularly described in Exhibit A to this Lease, together with any and all additions and modifications thereto, substitutions and replacements thereof, and any New Facility.

"Mayor" means the Mayor of the Town or such person's successor in functions, if any.

"Net Proceeds" means the proceeds of any performance or payment bond, or proceeds of insurance, including self-insurance, required by this Lease or proceeds from any condemnation award, or any proceeds resulting from default or breaches of warranty under any Project Contract, or proceeds derived from the exercise of any Lease Remedy or otherwise following termination of this Lease by reason of an Event of Nonappropriation or an Event of Lease Default, allocable to the Leased Property, less (a) all related expenses (including, without limitation, attorney's fees and costs) incurred in the collection of such proceeds or award; and (b) all other related fees, expenses and payments due to the Town and the Trustee.

"New Facility" means any real property, buildings or equipment leased by the Town to the Trustee pursuant to a future amendment to the Site Lease and leased back by the Town from the Trustee pursuant to a future amendment to this Lease in connection with the execution and delivery of Additional Certificates.

"Owners" means the registered owners of any Certificates.

"Permitted Encumbrances" means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pending contest pursuant to the provisions of this Lease; (b) the Site Lease, this Lease, the Indenture and any related fixture filing and any liens arising or granted pursuant to the Site Lease, this Lease or the Indenture; (c) utility, access and other easements and rights of way, licenses, permits, party wall and other agreements, restrictions and exceptions which the Town Representative certifies will not materially interfere with or materially impair the Leased Property, including rights or privileges in the nature of easements, licenses, permits, and agreements as provided in this Lease or other Project Contracts; (d) any sublease of the Leased Property that is permitted pursuant to the terms and provisions of Section 13.2 hereof; and (e) the easements, covenants, restrictions, liens and encumbrances to which title to the Leased Property was subject when leased to the Trustee pursuant to the Site Lease, as shown on Exhibit B hereto, and which the Town Representative hereby certifies do not and will not interfere in any material way with the intended use of the Leased Property.

"Prepayment" means any amount paid by the Town pursuant to the provisions of this Lease as a prepayment of the Base Rentals due hereunder.

"Principal Portion" means the portion of each Base Rentals payment that represents the payment of principal set forth in Exhibit C (Base Rentals Schedule) hereto.

"Project" means, collectively, the acquisition, construction, installation, equipping and improvement of a police facility with associated amenities and supporting public improvements needed or desired in connection therewith and other capital improvements of the Town.

"Project Contract" means any contract entered into before the Completion Date by the Town regarding the design, acquisition, construction, improvement or installation of any portion of the Project, including, without limitation, the design contracts between the Town and the design consultants, the construction contracts between the Town and the contractors, and any other contracts between the Town and anyone performing work or providing services in connection with the implementation and completion of the Project.

"Project Documents" means the following: (a) plans, drawings and specifications for the Project, when and as they are approved by the Town, including change orders, if any; (b) any necessary permits for the Project, including any building permits and certificates of occupancy; (c) the Project Contracts; (d) policies of title insurance, insurance policies required under the Project Contracts, including general liability, property damage and automobile, worker's compensation and builders' risk insurance policies in respect of the general contractor for construction of the Project and, on and after the Completion Date of the Project, insurance policies required under Article 9 of this Lease, including commercial general liability and public liability, property and worker's compensation insurance policies, or certificates of insurance for any of such policies thereof, as required by this Lease; (e) contractor's performance and payment bonds with respect to the Project; and (f) any and all other documents executed by or furnished to the Town or the Trustee in connection with the Project.

"Purchase Option Price" means the amount payable on any date, at the option of the Town, to prepay Base Rentals, terminate the Lease Term and purchase the Trustee's leasehold interest in the Leased Property, as provided herein.

"Renewal Term" means any portion of the Lease Term commencing on January 1 of any calendar year and terminating on or before December 31 of such calendar year as provided in Article 4 of this Lease.

"Requisition" means the process by which the Town Representative will request the reimbursement to the Town or the payment to others of qualifying Costs of the Project, such Requisition to be initiated by the submission to the Trustee of a form substantially as set forth in **Exhibit E** hereto.

"Revenues" means (a) all amounts payable by or on behalf of the Town or with respect to the Leased Property pursuant to this Lease including, but not limited to, all Base Rentals, Prepayments, the Purchase Option Price and Net Proceeds, but not including Additional Rentals; (b) any portion of the proceeds of the Certificates deposited into the Base Rentals Fund created under the Indenture and the Construction Fund created under the Indenture; (c) any moneys which may be derived from any insurance in respect of the Certificates; and (d) any moneys and securities, including investment income, held by the Trustee in the Funds and Accounts established under the Indenture (except for moneys and securities held in the Rebate Fund or any defeasance escrow account).

"Site Lease" means the Site Lease Agreement, dated February 26, 2026, between the Town, as lessor, and the Trustee, as lessee, as the same may hereafter be amended.

"Special Counsel" means any counsel experienced in matters of municipal law and listed in the list of municipal bond attorneys, published by The Bond Buyer, or any successor publication. So long as the Lease Term is in effect, the Town shall have the right to select Special Counsel.

"Tax Certificate" means the Tax Compliance and No-Arbitrage Certificate entered into by the Town with respect to this Lease and the Tax-Exempt Certificates.

"Tax Code" means the Internal Revenue Code of 1986, as amended, and all regulations and rulings promulgated thereunder.

"Taxable Certificates" means the "Certificates of Participation, Taxable Series 2026A, Evidencing Proportionate Interests in the Base Rentals and other Revenues under an Annually Renewable Lease Purchase Agreement, dated February 26, 2026, between UMB Bank, n.a., solely in its capacity as trustee under the Indenture, as lessor, and the Town of Erie, Colorado, as lessee" dated as of their date of delivery, executed and delivered pursuant to the Indenture.

"Tax-Exempt Certificates" means the "Certificates of Participation, Tax-Exempt 2026B, each Evidencing Proportionate Interests in the Base Rentals and other Revenues under an Annually Renewable Lease Purchase Agreement, dated February 26, 2026, between UMB Bank, n.a., solely in its capacity as trustee under the Indenture, as lessor, and the Town of Erie, Colorado, as lessee" dated as of their date of delivery, executed and delivered pursuant to the Indenture.

"Town" means the Town of Erie, Colorado.

"Town Attorney" means the Town Attorney of the Town or such person's successor in functions, if any.

"Town Council" means the Town Council of the Town or any successor to its functions.

"Town Manager" means the Town Manager of the Town or such person's successor in functions, if any.

"Town Representative" means the Town Manager, the Finance Director or the Town Attorney or such other person at the time designated to act on behalf of the Town for the purpose of performing any act under this Lease, the Site Lease or the Indenture by a written certificate furnished to the Trustee containing the specimen signature of such person or persons and signed on behalf of the Town by the Mayor or Mayor Pro Tem.

"Trustee" means UMB Bank, n.a., acting solely in the capacity of trustee pursuant to the Indenture for the benefit of the Owners of the Certificates and any Additional Certificates, and any successor thereto appointed under the Indenture.

ARTICLE 2
REPRESENTATIONS AND COVENANTS; RELATIONSHIP OF THE TOWN AND THE TRUSTEE

Section 2.1 Representations and Covenants of the Town. The Town represents and covenants to the Trustee, to the extent allowed by law and subject to renewal of this Lease and Appropriation as set forth in Article 6 hereof, as follows:

(a) The Town is a home rule municipal corporation duly organized and existing within the State under the Constitution and laws of the State and its Charter. The Town is authorized to enter into this Lease and the Site Lease and to carry out its obligations under this Lease and the Site Lease. The Town has duly authorized and approved the execution and delivery of this Lease, the Site Lease and all other documents related to the execution and delivery of this Lease and the Site Lease.

(b) The Town owns the Leased Property in fee title, and the Trustee has a leasehold interest in the Leased Property pursuant to the Site Lease.

(c) The leasing of the Leased Property by the Town to the Trustee pursuant to the Site Lease, the leasing or subleasing of the Leased Property from the Trustee under the terms and conditions provided for in this Lease, and the financing of the Project by the Town and the Trustee under the terms and conditions provided for in this Lease, are necessary, convenient, and in furtherance of and are in the best interests of the citizens of the Town. The Town will apply the net proceeds of the Certificates, together with other available money of the Town, to finance the Project.

(d) Neither the execution and delivery of this Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions of this Lease and the Site Lease, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Town is now a party or by which the Town or its property is bound, or violates any statute, regulation, rule, order of any court having jurisdiction, judgment or administrative order applicable to the Town, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the Town, except for Permitted Encumbrances.

(e) The Town agrees that, except for non-renewal and nonappropriation as set forth in Article 6 hereof, if the Town fails to perform any act which the Town is required to perform under this Lease, the Trustee may, but shall not be obligated to, perform or cause to be performed such act, and any reasonable expense incurred by the Trustee in connection therewith shall be an obligation owing by the Town (from moneys for which an Appropriation has been effected) to the Trustee shall be a part of Additional Rentals, and the Trustee shall be subrogated to all of the rights of the party receiving such payment.

(f) There is no litigation or proceeding pending against the Town affecting the right of the Town to execute this Lease or the Site Lease or the ability of the Town to make

the payments required hereunder or to otherwise comply with the obligations contained herein, or which, if adversely determined, would, in the aggregate or in any case, materially adversely affect the property, assets, financial condition or business of the Town or materially impair the right or ability of the Town to carry on its operations substantially as now conducted or anticipated to be conducted in the future.

(g) Except for customary materials necessary for construction, operation, cleaning and maintenance of the Leased Property, the Town shall not cause or permit any Hazardous Substance to be brought upon, generated at, stored or kept or used in or about the Leased Property without prior written notice to the Trustee, and all Hazardous Substances, including, customary materials necessary for construction, operation, cleaning, and maintenance of the Leased Property, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Substance so brought upon or used or kept in or about the Leased Property. If the presence of any Hazardous Substance on the Leased Property caused or permitted by the Town results in contamination of the Leased Property, or if contamination of the Leased Property by any Hazardous Substance otherwise occurs for which the Town is legally liable for damage resulting therefrom, then the Town shall include as an Additional Rental any amount necessary to reimburse the Trustee for legal expenses incurred to defend (to the extent that an Appropriation for the necessary moneys has been effected by the Town) the Trustee from claims for damages, penalties, fines, costs, liabilities or losses. The reimbursement of the Trustee's legal expenses is not an indemnification. It is expressly understood that the Town is not indemnifying the Trustee and expenses of such defense shall constitute Additional Rentals. Without limiting the foregoing, if the presence of any Hazardous Substance on the Leased Property caused or permitted by the Town results in any contamination of the Leased Property, the Town shall provide prior written notice to the Trustee and promptly take all actions at its sole expense (which expenses shall constitute Additional Rentals) as are necessary to effect remediation of the contamination in accordance with legal requirements.

(h) The Town covenants and agrees to comply with any applicable covenants and requirements of the Town set forth in the Tax Certificate.

Section 2.2 Representations and Covenants of the Trustee. The Trustee represents and covenants as follows:

(a) The Trustee is a national banking association duly organized and existing under the laws of the United States of America. The Trustee is authorized to enter into the Site Lease and this Lease, and to execute and deliver the Indenture, and to carry out its obligations hereunder and thereunder.

(b) So long as no Event of Indenture Default has occurred and is then continuing or existing, except as specifically provided in the Site Lease or this Lease or as necessary to transfer the Trust Estate to a successor Trustee, the Trustee shall not pledge or assign the Trustee's right, title and interest in and to (i) this Lease or the Site Lease, (ii) the Base Rentals, other Revenues and collateral, security interests and attendant rights and obligations which may

be derived under this Lease or the Site Lease, and/or (iii) the Leased Property and any reversion therein or any of its or the Trustee's other rights under this Lease or the Site Lease or assign, pledge, mortgage, encumber or grant a security interest in its or the Trustee's right, title and interest in, to and under this Lease or the Site Lease or the Leased Property except for Permitted Encumbrances.

(c) To the knowledge of the Trustee, neither the execution and delivery of this Lease, the Site Lease or the Indenture by the Trustee, nor the fulfillment of or compliance with the terms and conditions thereof and hereof, nor the consummation of the transactions contemplated thereby or hereby conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitutes a default under any of the foregoing.

(d) To the Trustee's knowledge, there is no litigation or proceeding pending against the Trustee affecting the right of the Trustee to execute this Lease, the Site Lease, or the Indenture, or to perform its obligations thereunder or hereunder, except such litigation or proceeding as has been disclosed in writing to the Town on or prior to the date the Indenture is executed and delivered.

Section 2.3 Nature of Lease. The Town and the Trustee acknowledge and agree that the Base Rentals and Additional Rentals hereunder shall constitute currently budgeted and appropriated expenditures of the Town and may be paid from any legally available funds. The Town's obligations under this Lease shall be subject to the Town's annual right to terminate this Lease (as further provided herein), and shall not constitute a mandatory charge or requirement in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as creating a general obligation, multiple fiscal year financial obligation, or other indebtedness of the Town within the meaning of any constitutional, Charter, or statutory debt limitation. No provision of this Lease shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Town within the meaning of Article XI, Sections 1 or 2 of the Colorado Constitution. Neither this Lease nor the execution and delivery of the Certificates shall directly or indirectly obligate the Town to make any payments beyond those duly budgeted and appropriated for the Town's then current Fiscal Year. The Town shall be under no obligation whatsoever to exercise its option to purchase the Trustee's leasehold interest in the Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of Town moneys, nor shall any provision of this Lease restrict the future issuance of any Town bonds or obligations payable from any class or source of Town moneys (provided, however, certain restrictions in the Indenture shall apply to the issuance of Additional Certificates). In the event that this Lease is not renewed by the Town, the sole security available to the Trustee, as lessor hereunder, shall be the Leased Property.

Section 2.4 Town Acknowledgment of Certain Matters. The Town acknowledges the Indenture and the execution and delivery by the Trustee of the Certificates pursuant to the Indenture. The Town also acknowledges the Trustee's authority to act on behalf of the Owners of the Certificates with respect to all rights, title and interests of the Trustee in, to, and under this Lease, the Site Lease and the Leased Property.

Section 2.5 Relationship of Town and Trustee. The relationship of the Town and the Trustee under this Lease is, and shall at all times remain, solely that of lessee and lessor; and the Town neither undertakes nor assumes any responsibility or duty to the Trustee or to any third party with respect to the Trustee's obligations relating to the Leased Property; and the Trustee does not undertake or assume any responsibility or duty to the Town or to any third party with respect to the Town's obligations relating to the Leased Property. Notwithstanding any other provisions of this Lease: (a) the Town and the Trustee are not, and do not intend to be construed to be, partners, joint ventures, members, alter egos, managers, controlling persons or other business associates or participants of any kind of one another, and the Town and the Trustee do not intend to ever assume such status; and (b) the Town and the Trustee shall not be deemed responsible for, or a participant in, any acts, omissions or decisions of one another.

ARTICLE 3
LEASE OF THE LEASED PROPERTY

The Trustee demises and leases the Leased Property to the Town and the Town leases the Leased Property from the Trustee, in accordance with the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

The Town and the Trustee acknowledge that the Town owns the Leased Property in fee title and the Town has leased the Leased Property to the Trustee pursuant to the Site Lease; and the Town and the Trustee intend that there be no merger of the Town's interests as sublessee under this Lease and the Town's ownership interest the Leased Property so as to cause the cancellation of the Site Lease or this Lease, or an impairment of the leasehold and subleasehold interest intended to be created by the Site Lease and this Lease.

ARTICLE 4
LEASE TERM

Section 4.1 Duration of Lease Term. The Lease Term shall commence as of the date hereof. The Initial Term shall terminate on December 31, 2026. This Lease may be renewed, solely at the option of the Town, for [__] Renewal Terms, with the Lease Term terminating no later than December 31, 20[__], except that the Renewal Term beginning on January 1, 20[__] shall terminate upon the Town's payment of the final Base Rental payment as set forth in **Exhibit C**. The Town hereby finds that the maximum Lease Term hereunder does not exceed the weighted average useful life of the Leased Property. The Town further determines and declares that the period during which the Town has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum Lease Term) does not exceed the useful life of the Leased Property.

The Town Manager or other officer of the Town at any time charged with the responsibility of formulating budget proposals for the Town is hereby directed to include in the annual budget proposals submitted to the Town Council, in any year in which this Lease shall be in effect, items for all payments required for the ensuing Renewal Term under this Lease until such time, if any, as the Town may determine to not renew and terminate this Lease. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the Town that any decision to effect an Appropriation for the Base Rentals and Additional Rentals shall be made solely by the Town Council in its absolute discretion and not by any other official of the Town, as further provided in the following paragraph. During the Lease Term, the Town shall in any event, whether or not the Lease is to be renewed, furnish the Trustee with copies of its annual budget promptly after the budget is adopted. The Trustee shall have no duty to examine the Town's annual budget.

Not later than December 15 of the Initial Term or any then current Renewal Term, the Town Representative shall give written notice (in substantially the form set forth in Exhibit D attached hereto) to the Trustee that either:

(a) the Town has effected or intends to effect on a timely basis an Appropriation for the ensuing Fiscal Year which includes (1) sufficient amounts authorized and directed to be used to pay all of the Base Rentals and (2) sufficient amounts to pay such Additional Rentals as are estimated to become due, all as further provided in Sections 6.2, 6.3, and 6.4 of this Lease, whereupon, this Lease shall be renewed for the ensuing Fiscal Year; or

(b) the Town has determined, for any reason, not to renew this Lease for the ensuing Fiscal Year.

Subject to the provisions of Section 6.4(a) hereof, the failure to give such notice shall not constitute an Event of Lease Default, nor prevent the Town from electing not to renew this Lease, nor result in any liability on the part of the Town. The Town's option to renew or not to renew this Lease shall be conclusively determined by whether or not the applicable Appropriation has been made on or before December 31 of each Fiscal Year, all as further provided in Article 6 of this Lease.

The terms and conditions hereof during any Renewal Term shall be the same as the terms and conditions hereof during the Initial Term, except that the Purchase Option Price and the Base Rentals shall be as provided in Article 12 and Exhibit C (Base Rentals Schedule) hereof.

Section 4.2 Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Initial Term or any Renewal Term during which there occurs an Event of Nonappropriation pursuant to Section 4.1 and Article 6 of this Lease (provided that the Lease Term will not be deemed to have been terminated if the Event of Nonappropriation is cured as provided in Section 6.4 hereof);

(b) the occurrence of an Event of Nonappropriation under this Lease (provided that the Lease Term will not be deemed to have been terminated if the Event of Nonappropriation is cured as provided in Section 6.4 hereof);

(c) the conveyance of the Trustee's leasehold interest in the Leased Property under this Lease to the Town upon payment of the Purchase Option Price or all Base Rentals and Additional Rentals, for which an Appropriation has been effected by the Town for such purpose, as provided in Section 12.2(a) or (b) of this Lease; or

(d) an uncured Event of Lease Default and termination of this Lease under Article 14 of this Lease by the Trustee.

Except for an event described in subparagraph (c) above, upon termination of this Lease, the Town agrees to peacefully deliver possession of the Leased Property to the Trustee.

Termination of the Lease Term shall terminate all unaccrued obligations of the Town under this Lease, and shall terminate the Town's rights of possession under this Lease (except to the extent of the holdover provisions of Sections 6.5 and 14.2(c)(i) hereof, and except for any conveyance pursuant to Article 12 of this Lease). All obligations of the Town accrued prior to such termination shall be continuing until the Trustee gives written notice to the Town that such accrued obligations have been satisfied.

Upon termination of the Lease Term, any moneys received by the Trustee in excess of the amounts necessary to terminate and discharge the Indenture shall be paid to the Town.

The Town shall not have the right to terminate this Lease due to a default by the Trustee under this Lease.

ARTICLE 5
ENJOYMENT OF THE LEASED PROPERTY

Section 5.1 Trustee's Covenant of Quiet Enjoyment. The Trustee hereby covenants that the Town shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Trustee. The Trustee shall not interfere with the quiet use and enjoyment of the Leased Property by the Town during the Lease Term so long as no Event of Lease Default shall have occurred. The Trustee shall, at the request of the Town and at the cost of the Town, join and cooperate fully in any legal action in which the Town asserts against third parties its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Town may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder.

The provisions of this Article 5 shall be subject to the Trustee's right to inspect the Leased Property and the Town's books and records with respect thereto as provided in Section 11.8 hereof.

Section 5.2 Town's Need for the Leased Property; Determinations as to Fair Value and Fair Purchase Price. The Town has determined and hereby determines that it has a current need for the Leased Property. It is the present intention and expectation of the Town that this Lease will be renewed annually until the Trustee's interests in the Site Lease are released and unencumbered title to the Leased Property is acquired by the Town pursuant to this Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the Town. The Town has determined and hereby determines that the Base Rentals under this Lease during the Lease Term for the Leased Property represent the fair value of the use of the Leased Property and that the Purchase Option Price for the Leased Property will represent the fair purchase price of the Trustee's leasehold interest in the Leased Property at the time of the exercise of the option. The Town has determined and hereby determines that the Base Rentals do not exceed a reasonable amount so as to place the Town under an economic compulsion to renew this Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property hereunder. In making such determinations, the Town has given consideration to the estimated current value of the Leased Property, the uses and purposes for which the Leased Property will be employed by the Town, the benefit to the citizens and inhabitants of the Town by reason of the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease, the Town's option to purchase the Trustee's leasehold interest in the Leased Property and the expected eventual vesting of unencumbered title to the Leased Property in the Town. The Town hereby determines and declares that the period during which the Town has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum Lease Term for the Leased Property) does not exceed the weighted average useful life of the Leased Property.

ARTICLE 6
PAYMENTS BY THE TOWN

Section 6.1 Payments to Constitute Currently Budgeted Expenditures of the Town. The Town and the Trustee acknowledge and agree that the Base Rentals, Additional Rentals and any other obligations hereunder shall constitute currently budgeted expenditures of the Town, if an Appropriation has been effected for such purpose. The Town's obligations to pay Base Rentals, Additional Rentals and any other obligations under this Lease shall be from year to year only (as further provided in Article 4 and Sections 6.2 and 6.4 hereof), shall extend only to moneys for which an Appropriation has been effected by the Town, and shall not constitute a mandatory charge, requirement or liability in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as a delegation of governmental powers or as creating a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or a general obligation or other indebtedness of the Town within the meaning of any constitutional, Charter, or statutory debt limitation, including without limitation Article X, Section 20 of the Colorado Constitution. No provision of this Lease shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Town within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither this Lease nor the Certificates shall directly or indirectly obligate the Town to make any payments beyond those for which an Appropriation has been effected by the Town for the Town's then current Fiscal Year. The Town shall be under no obligation whatsoever to exercise its option to purchase the Trustee's leasehold interest in the Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of Town moneys, nor shall any provision of this Lease restrict the future issuance of any Town bonds or obligations payable from any class or source of Town moneys (provided, however, that certain restrictions in the Indenture shall apply to the issuance of Additional Certificates).

Section 6.2 Base Rentals, Purchase Option Price and Additional Rentals.

(a) The Town shall pay Base Rentals for which an Appropriation has been effected by the Town, directly to the Trustee during the Initial Term and any Renewal Term, on the Base Rentals Payment Dates and in the "Total Base Rentals" amounts set forth in Exhibit C (Base Rentals Schedule) attached hereto and made a part hereof. For federal and State income tax purposes, a portion of each payment of Base Rentals for the Certificates is designated and will be paid as interest, and Exhibit C (Base Rentals Schedule) hereto sets forth the Interest Portion of each payment of Base Rentals for the Certificates. The Town shall receive credit against its obligation to pay Base Rentals to the extent moneys are held by the Trustee on deposit in the Base Rentals Fund created under the Indenture and are available to pay Base Rentals. The Town acknowledges that upon receipt by the Trustee of each payment of Base Rentals, the Trustee, pursuant to the terms of the Indenture, is to deposit the amount of such Base Rentals in the Base Rentals Fund.

The Base Rentals set forth in Exhibit C shall be recalculated in the event of the execution and delivery of Additional Certificates as provided in the Indenture and shall also be recalculated in the event of a partial redemption of the Certificates. The Trustee may conclusively rely upon

such revised Exhibit C (Base Rental Schedule) and has no duty to make any independent investigation in connection therewith.

(b) The Town may, on any date, pay the then applicable Purchase Option Price for the purpose of terminating this Lease and the Site Lease in whole and purchasing the Trustee's leasehold interest in the Leased Property as further provided in Article 12 of this Lease. Subject to the Approval of Special Counsel, the Town may also, at any time during the Lease Term, (1) prepay any portion of the Base Rentals due under this Lease and (2) in connection with such prepayment, recalculate the Base Rentals set forth in Exhibit C (Base Rentals Schedule). Any such revised Exhibit C (Base Rentals Schedule) shall be prepared by the Town Representative and delivered to the Trustee. The Trustee may conclusively rely upon such revised Exhibit C (Base Rental Schedule) and has no duty to make any independent investigation in connection therewith. The Town shall give the Trustee notice of its intention to exercise either of such options not less than 45 days in advance of the date of exercise and shall deposit with the Trustee by not later than the date of exercise an amount equal to the Purchase Option Price due on the date of exercise or the applicable amount of Base Rentals to be prepaid. If the Town shall have given notice to the Trustee of its intention to prepay Base Rentals but shall not have deposited the amounts with the Trustee on the date specified in such notice, the Town shall continue to pay Base Rentals which have been specifically appropriated by the Town Council for such purpose as if no such notice had been given. The Trustee may waive the right to receive 45 days advance notice and may agree to a shorter notice period in the sole determination of the Trustee.

(c) All Additional Rentals shall be paid by the Town on a timely basis directly to the person or entity to which such Additional Rentals are owed. Additional Rentals shall include, without limitation, the reasonable fees and expenses of the Trustee, reasonable expenses of the Trustee in connection with the Leased Property, and for the cost of taxes, insurance premiums, utility charges, maintenance and repair costs and all other expenses expressly required to be paid hereunder, including any amounts due to the insurer of any of the Certificates and any Rebate Fund payments required pursuant to this Lease and the Indenture. All of the payments required by this paragraph are subject to Appropriation by the Town; provided, however, a failure by the Town to budget and appropriate moneys for any of the payments required by this paragraph shall constitute an Event of Nonappropriation.

If the Town's estimates of Additional Rentals for any Fiscal Year are not itemized in the budget required to be furnished to the Trustee under Section 4.1 of this Lease, the Town shall furnish an itemization of such estimated Additional Rentals to the Trustee on or before the 15th day preceding such Fiscal Year.

Section 6.3 Manner of Payment. The Base Rentals, for which an Appropriation has been effected by the Town, and, if paid, the Purchase Option Price, shall be paid or prepaid by the Town to the Trustee at its designated corporate trust office by wire transfer of federal funds, certified funds or other method of payment acceptable to the Trustee in lawful money of the United States of America.

The obligation of the Town to pay the Base Rentals and Additional Rentals as required under this Article 6 and other sections hereof in any Fiscal Year for which an Appropriation has

been effected by the Town for the payment thereof shall be absolute and unconditional and payment of the Base Rentals and Additional Rentals in such Fiscal Years shall not be abated through accident or unforeseen circumstances, or any default by the Trustee under this Lease, or under any other agreement between the Town and the Trustee, or for any other reason including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Leased Property, commercial frustration of purpose, or failure of the Trustee to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Lease, it being the intention of the parties that the payments required by this Lease will be paid in full when due without any delay or diminution whatsoever, subject only to the annually renewable nature of the Town's obligation hereunder as set forth in Section 6.1 hereof, and further subject to the Town's rights under Section 9.3 hereof. Notwithstanding any dispute between the Town and the Trustee, the Town shall, during the Lease Term, make all payments of Base Rentals and Additional Rentals in such Fiscal Years and shall not withhold any Base Rentals or Additional Rentals, for which an Appropriation has been effected by the Town, pending final resolution of such dispute (except to the extent permitted by Sections 8.2 and 9.3 hereof with respect to certain Additional Rentals), nor shall the Town assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Trustee shall affect the Town's obligation to pay all Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, in such Fiscal Years subject to this Article (except to the extent provided by Sections 8.2 and 9.3 hereof with respect to certain Additional Rentals).

Section 6.4 Nonappropriation. In the event that the Town gives notice that it intends to not renew this Lease as provided by Section 4.1 hereof or the Town shall not effect an Appropriation, on or before December 31 of each Fiscal Year, of moneys to pay all Base Rentals and reasonably estimated Additional Rentals coming due for the next ensuing Renewal Term as provided in Section 4.1 hereof and this Article, or in the event that the Town is proceeding under the provisions of Section 10.3(c) hereof (when applicable), an Event of Nonappropriation shall be deemed to have occurred; subject, however, to each of the following provisions:

(a) In the event the Trustee does not receive the written notice provided for by Section 4.1 hereof or evidence that an Appropriation has been effected by the Town on or before December 31 of a Fiscal Year, then the Trustee shall declare an Event of Nonappropriation on the first Business Day of the February following such Fiscal Year or such declaration shall be made on any earlier date on which the Trustee receives official, specific written notice from the Town that this Lease will not be renewed; provided that the Trustee's failure to declare an Event of Nonappropriation on such date shall not be construed as a waiver of the Event of Nonappropriation or the consequences of an Event of Nonappropriation under this Lease. In order to declare an Event of Nonappropriation, the Trustee shall send written notice thereof to the Town.

(b) The Trustee shall waive any Event of Nonappropriation which is cured by the Town, within 30 days of the receipt by the Town of notice from the Trustee as provided in (a) above, by a duly effected Appropriation to pay all Base Rentals and sufficient amounts to pay reasonably estimated Additional Rentals coming due for such Renewal Term.

(c) Pursuant to the terms of the Indenture, the Trustee may waive any Event of Nonappropriation which is cured by the Town within a reasonable time with the procedure described in (b) above.

In the event that during the Initial Term or any Renewal Term, any Additional Rentals shall become due which were not included in a duly effected Appropriation and moneys are not specifically budgeted and appropriated or otherwise made available to pay such Additional Rentals within 60 days subsequent to the date upon which such Additional Rentals are due, an Event of Nonappropriation shall be deemed to have occurred, upon notice by the Trustee to the Town to such effect (subject to waiver by the Trustee as hereinbefore provided).

If an Event of Nonappropriation occurs, the Town shall not be obligated to make payment of the Base Rentals or Additional Rentals or any other payments provided for herein which accrue after the last day of the Initial Term or any Renewal Term during which such Event of Nonappropriation occurs; provided, however, that, subject to the limitations of Sections 6.1 and 14.3 hereof, the Town shall continue to be liable for Base Rentals and Additional Rentals allocable to any period during which the Town shall continue to occupy, use or retain possession of the Leased Property.

Subject to Section 6.5 hereof, the Town shall in all events vacate or surrender possession of the Leased Property by March 1 of the Renewal Term in respect of which an Event of Nonappropriation has occurred.

After March 1 of the Renewal Term in respect of which an Event of Nonappropriation has occurred, the Trustee may proceed to exercise all or any Lease Remedies.

The Town acknowledges that, upon the occurrence of an Event of Nonappropriation (a) the Trustee shall be entitled to all moneys then being held in all funds created under the Indenture (except the Rebate Fund and any defeasance escrow accounts) to be used as described therein and (b) all property, funds and rights then held or acquired by the Trustee upon the termination of this Lease by reason of an Event of Nonappropriation are to be held by the Trustee in accordance with the terms of the Indenture.

Section 6.5 Holdover Tenant. If the Town fails to vacate the Leased Property after termination of this Lease, whether as a result of the occurrence of an Event of Nonappropriation or an Event of Lease Default as provided in Section 14.2(a) hereof, with the written permission of the Trustee it will be deemed to be a holdover tenant on a month-to-month basis, and will be bound by all of the other terms, covenants and agreements of this Lease. Any holding over by the Town without the written permission of the Trustee shall be at sufferance. The amount of rent to be paid monthly during any period when the Town is deemed to be a holdover tenant will be equal to (a) one-sixth of the Interest Portion of the Base Rentals coming due on the next succeeding Base Rentals Payment Date plus one-twelfth of the Principal Portion of the Base Rentals coming due on the next succeeding Base Rentals Payment Date on which a Principal Portion of the Base Rentals would have been payable with appropriate adjustments to ensure the full payment of such amounts on the due dates thereof in the event termination occurs during a Renewal Term plus (b) Additional Rentals as the same shall become due.

Section 6.6 Prohibition of Adverse Budget or Appropriation Modifications. To the extent permitted by law, the Town shall not, during any Fiscal Year of the Lease Term, make any budgetary transfers or other modifications to its then existing budget and appropriation measures relating to the Leased Property or this Lease which would adversely affect the Town's ability to meet its obligation to pay Base Rentals and duly budgeted and appropriated Additional Rentals hereunder.

ARTICLE 7
LEASING OF THE LEASED PROPERTY; DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 7.1 Leasing of the Leased Property. Design, Acquisition, Construction and Improvement of the Project. As further provided in Section 8.1 hereof, fee simple title to the Leased Property is held by the Town. Pursuant to the Site Lease, the Town has leased the Leased Property to the Trustee and pursuant to this Lease, the Town leases the Leased Property back from the Trustee.

The Town hereby agrees that it will make all contracts, orders, receipts, writings and instructions, including all Project Contracts, with any other persons, firms or corporations and in general do all things that may be necessary, requisite or proper for the acquisition, construction, installation and completion of the Project. The Town agrees to comply with all applicable federal, State of Colorado and local law in connection with the making of contracts for the Project. The administration of the Project is to comply with all policies and procedures and all standard contractual and procedural documents required by the Town, except that pursuant to Section 7.5 upon termination of this Lease due to the occurrence of an Event of Nonappropriation or an Event of Lease Default, all Project Contracts shall be fully and freely assignable to the Trustee. Notwithstanding anything to the contrary contained in this Lease or the Indenture, all Project Documents shall be made and approved by the Town. The Town hereby further agrees:

(a) The Town shall cause the Project to be completed as herein provided; and

(b) The Town agrees to complete the Project with all reasonable dispatch, and to use its best efforts to have all of the Project completed by the Completion Date or as soon thereafter as may be practicable.

So long as this Lease is in full force and effect and no Event of Nonappropriation or Event of Lease Default shall have occurred and be continuing, the Town shall have full power to carry out the acts and agreements provided in this Section 7.1, and such power shall not be terminated or restricted by act of the Trustee, except as provided in this Section 7.1.

The Town agrees to implement and complete the Project pursuant to this Article 7, through the application of moneys to be disbursed by the Trustee from the Construction Fund pursuant to the Indenture. If, for any reason, the Project is not completed by the Completion Date, there shall be no resulting liability on the part of the Town or the Trustee or an Event of Lease Default hereunder, and there shall be no diminution in or postponement of the Base Rentals and Additional Rentals required to be paid by the Town and for which an Appropriation has been effected by the Town during the Lease Term. However, in the event that the Trustee does not receive a Certificate of Completion in respect of the Project, as required in Section 7.3 of this Lease, by the Completion Date, and unless the Town opts to complete the Project and submits a reasonable schedule of completion to the Trustee, the Trustee shall, upon 30 days written notice to the Town, be authorized, but not required, to complete the remainder of the Project from any moneys remaining in the Construction Fund for the Project.

This Lease will not be construed to make the Trustee personally liable to materialmen, contractors, subcontractors, craftsmen, laborers or others for goods or services delivered by them

in connection with the Project, or for debts or claims accruing to the Leased Property against the Town. Except as provided in Section 3.5 hereof, this Lease will not create any contractual relationship either expressed or implied between the Trustee and any materialmen, contractors, subcontractors, craftsmen, laborers or any other person supplying any work, labor or materials in connection with the Project. Notwithstanding anything herein or in the Indenture to the contrary, during the Lease Term, the Trustee will not be deemed to exercise control over or be an operator of the Project and will not be responsible or liable for the operation, use and maintenance of the Project or the Leased Property.

Section 7.2 Disbursements for Costs of the Project. So long as no Event of Nonappropriation or Event of Lease Default has occurred and be continuing, the Trustee shall disburse the moneys in the Construction Fund created under the Indenture to pay the Costs of the Project. Such disbursements from the Construction Fund shall be made upon receipt by the Trustee of a Requisition signed by the Town Representative, in substantially the form set forth in **Exhibit E** hereto, specifying in reasonable detail the nature of the obligation. The Trustee shall have no duty to review or examine the accompanying bill, invoice or statement of account, but may conclusively rely on the properly executed Requisition.

If an Event of Nonappropriation or an Event of Lease Default shall occur after the execution and delivery of this Lease, but prior to the Completion Date, any moneys held in funds and accounts created under the Indenture (other than moneys on deposit in the Rebate Fund and any defeasance escrow funds) may be utilized by the Trustee to complete, repair or modify the Project, or may be disbursed for the payment of Certificates executed and delivered pursuant to the Indenture or other charges as the Trustee may deem appropriate in accordance with the standards concerning the Trustee contained in the Indenture, subject to Section 11.5 hereof.

Under the Indenture, the Trustee is authorized and directed to issue its checks or drafts or transmit wire payments for each disbursement to pay Costs of the Project provided for herein. The Town hereby consents to such disbursements by the Trustee. The Trustee shall keep and maintain accurate records pertaining to the Construction Fund established under the Indenture and all disbursements therefrom in accordance with the Requisitions. After the Project has been completed and the Certificate of Completion has been filed with the Trustee as provided in Section 7.3 of this Lease, and after any amounts remaining on deposit in the Construction Fund have been applied in accordance with Section 7.3 hereof, the Trustee shall provide account statements to the Town.

Section 7.3 Completion of Construction. Upon the substantial completion of the Project, the Town Representative shall execute and deliver to the Trustee a Certificate of Completion in substantially the form of **Exhibit F** hereto.

In the event that, after the delivery of the Certificate of Completion, there remains in the Construction Fund created under the Indenture any unreserved balance, such balance shall be used, as directed in writing by the Town, to:

(a) add to, modify or alter the Project or add new components thereto provided that such addition, modification or alteration shall be consistent with, and shall not violate the covenants contained in, the Tax Certificate and in Section 11.5 hereof,

(b) make a transfer to the Base Rentals Fund created under the Indenture in amounts consistent with, and not in violation of the covenants contained in, the Tax Certificate, for a credit against the Base Rentals as the same shall become due, or

(c) effect a combination of the foregoing.

Section 7.4 Title Insurance. The Trustee shall be provided with an owner's or a leasehold owner's title insurance policy insuring the Trustee's leasehold interest in the Site pursuant to the Site Lease, subject only to Permitted Encumbrances, in an amount not less than the aggregate principal amount of the Certificates or such lesser amount as shall be the maximum insurable value of the Site. Such policy, or a binding commitment therefor, shall be provided to the Trustee concurrently with the issuance of the Certificates. The Trustee shall have no duty to review any policy or commitment to determine compliance with this Section 7.4.

Section 7.5 Project Contracts. The Town represents that, in the opinion of the Town, based upon an examination of the property, estimated design, construction, acquisition and installation costs and the configuration of the Project, the Project can, to the best of the Town's present knowledge, be constructed, acquired and installed for a total cost within the amount of funds to be available in the Construction Fund created under the Indenture, including anticipated investment income. In the event of cost overruns resulting in the Costs of the Project exceeding the amount available in the Construction Fund created under the Indenture the Town shall, all in connection with the leasing of the Site and the implementation and completion of the Project, either (a) make such modifications to the plans and specifications for the Project as will permit the Project to be provided from the amounts available therefor under the Indenture or (b) upon the Approval of Special Counsel, the Town shall deposit additional funds sufficient to complete the Project, received from appropriations by the Town or from the proceeds of Additional Certificates, in the Construction Fund created under the Indenture. If the Town pays any portion of the Costs of the Project pursuant to this Section, it shall not be entitled to any reimbursement therefor from the Trustee or any Owner of Certificates, nor shall it be entitled to any diminution in or postponement of the Base Rentals and the Additional Rentals payable under this Lease.

Upon the occurrence of an Event of Nonappropriation or an Event of Lease Default, the Trustee as lessee of the Leased Property under the Site Lease, may complete the Project, utilizing any moneys available therefor (except for any moneys on deposit in the Rebate Fund and any defeasance escrow funds). All Project Contracts shall provide that, upon a termination of the Lease Term by reason of the occurrence of an Event of Nonappropriation or an Event of Lease Default or upon the Trustee's assuming control over completion of the Project as provided in Section 7.1 of this Lease, and upon written notice by the Trustee to the party or parties to the Project Contracts that any of such event has occurred: (a) such contracts shall be fully and freely assignable to the Trustee, without the consent of any other person and the Trustee may choose to assume or not assume such contracts; and (b) if the Trustee does so assume such contracts, the other party or parties thereto shall perform the agreements contained therein for the Trustee. All Project Contracts shall also provide that, upon an Event of Nonappropriation or an Event of Lease Default and upon written notice from the Trustee, the Trustee may, in its sole discretion, terminate some or all of such Project Contracts; and the other party or parties thereto shall then be entitled to payment only from amounts available therefor under the Indenture and only for work done prior to such termination. Upon the occurrence of an Event of Nonappropriation or an Event of Lease

Default or upon the Trustee's assuming control over the implementation and completion of the Project as provided in Section 7.1 hereof, and upon receipt of a written request from the Trustee, the Town shall assign all of its right, title and interest in and to any or all Project Contracts to the Trustee and shall deliver all such Project Documents held by it to the Trustee.

Section 7.6 Project Documents. The Town Representative shall furnish to the Trustee upon request (though the Trustee shall have no duty to review) copies of the Project Documents, as soon after the commencement of the Lease Term as such Project Documents shall become available to the Town and from time to time thereafter. Neither the Project Documents nor any change or amendment thereto shall (a) cause the Project to be used for any purpose prohibited hereby or by the Constitution or laws of the State; (b) result in a material reduction in the value of the Project (except as provided in Section 7.5 hereof); (c) adversely affect the ability of the Town to meet its obligations hereunder; or (d) cause the Town to violate its tax covenant in Section 11.5 hereof.

Section 7.7 Defaults Under Project Contracts. In the event of any material default by a design consultant or construction contractor under any of the Project Contracts, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the Town shall promptly proceed, either separately or in conjunction with others, to diligently pursue its remedies against such design consultant or contractor and/or against each surety of any bond securing the performance of such Project Contracts. The Net Proceeds of any amounts recovered by way of damages, liquidated damages, refunds, adjustments, or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorneys' fees and costs) shall be paid to the Trustee for deposit to the Construction Fund created under the Indenture if prior to the Completion Date, or if after the Completion Date, to the Trustee for deposit in a separate trust fund in accordance with Section 10.2 of this Lease.

Section 7.8 Performance and Payment Bonds. Each contractor entering into a Project Contract for the construction of the Project shall be required to furnish a performance and payment bond, a subcontractor default insurance policy, or similar policy, in a form acceptable to the Town, copies of which shall be provided to the Town and the Trustee upon request. Such bonds or policies shall be in favor of the Town and the Trustee as co-obligees, subject to the provisions of the Indenture, shall be executed by a corporate surety licensed to transact business in the State and acceptable to the Town, and shall be in an amount equal to the contract price for such contractor's Project Contract. If, at any time during the construction of the Project, the surety on such bond or issuer of any default insurance policy shall be disqualified from doing business within the State, or shall otherwise become incapable of performing its obligations under such bond or policy, an alternate surety or policy acceptable to the Town shall be selected. In the event of any change order resulting in the performance of additional work in connection with the Project, the amounts of such bonds or policies pertaining thereto shall be increased to include the cost of such additional work or materials or fixtures to be incorporated in the Project.

Section 7.9 Professional Errors and Omissions Liability Insurance. The Town shall require in its contracts with the design consultants for the Project that they obtain and maintain professional liability insurance for damages for claims by reasons of any negligent act, error or omission committed or alleged to have been committed by them or anyone for whom they are liable, in an amount of not less than $2,000,000 per claim and $2,000,000 aggregate.

Professional liability insurance coverage may be structured to provide coverage on a "claims-made" basis; provided, however, the professional liability insurance coverage shall remain in effect for the period set out in C.R.S. §13-80-104. Deductibles for such insurance shall be paid by the design consultants. The limits of this insurance shall not be reduced unless approved by the Town and the Trustee in writing.

Section 7.10 Contractor's Commercial General Liability Insurance. Each contractor entering into a Project Contract for the construction of any portion of the Project shall be required to procure and maintain Commercial General Liability Insurance during the duration of such contractor's Project Contract in the amount of at least $2,000,000 per each occurrence and $4,000,000 general aggregate. The policies shall be applicable to all premises and operations. Such policies shall include the Town and the Trustee as additional named insureds and shall include a provision prohibiting cancellation or termination without 30 days prior written notice to the Town and the Trustee. A certificate of insurance in a form acceptable to the Town shall be provided to the Town and the Trustee with respect to each contractor. Such insurance shall provide protection from all claims for bodily injury, including death, property damage, contractual liability and completed operations.

Section 7.11 Design Consultant's General Liability Insurance. Each design consultant entering into a Project Contract for the design of any portion of the Project shall be required to procure and maintain Commercial General Liability Insurance during the duration of such design consultant's Project Contract in the amount of at least $1,000,000 per each occurrence, and $2,000,000 general aggregate. The policies shall be applicable to all premises and operations. Such policies shall include the Town and the Trustee as additional named insureds and shall include a provision prohibiting cancellation or termination without 30 days prior written notice to the Town and the Trustee. A certificate of insurance in a form acceptable to the Town shall be provided to the Town and Trustee with respect to each design consultant. Such insurance shall provide protection from all claims for bodily injury, including death, property damage, contractual liability and completed operations.

Section 7.12 Contractor's Automobile Liability Insurance. Each contractor entering into a Project Contract for the construction of any portion of the Project shall be required to procure and maintain automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than $1,000,000 for any one occurrence as well as a $10,000,000 umbrella policy with respect to each of the contractor's owned, hired or non-owned vehicles assigned to or used in performance of its work.

Section 7.13 Builder's Risk Insurance. Each contractor entering into a Project Contract for the construction of any portion of the Project shall be required to provide Builder's Risk Insurance with minimum limits of $30,000,000. A certificate of insurance shall be provided to the Trustee and the Town within seven Business Days of the effective date of the policies. The policies shall be written on an "all risk" basis and shall name the Town and the Trustee as insureds. The policies shall contain a waiver of subrogation by the issuer of such policies with respect to the Town and the Trustee, and their respective officers, agents and employees while acting within the scope of their employment.

Section 7.14 Design Consultant's and Contractor's Worker's Compensation Insurance. Each design consultant and contractor entering into a Project Contract shall be required to procure and maintain, at its own cost and expense, worker's compensation insurance during the term of its Project Contract covering its employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be canceled without 30 days' prior written notice to the Town and the Trustee. A certificate issued by the state compensation insurance fund evidencing such coverage shall be provided to the Town or, if such insurance is provided by a private carrier, a completed certificate of insurance, in a form acceptable to the Town, shall be provided to the Town with respect to each design consultant and contractor. Minimum limits of Worker's Compensation Insurance shall be $500,000 each accident; $500,000 disease policy and $500,000 disease each employee.

Section 7.15 Proceeds of Certain Insurance Policies and Performance Bonds. The Net Proceeds of any performance or payment bond or insurance policy required by Sections 7.8 through 7.13 and any Net Proceeds received as a consequence of default under a Project Contract as provided by Section 7.7 of this Lease, shall be deposited into the Construction Fund if received prior to the Completion Date and, if received after the Completion Date, remitted to the Trustee for deposit in a separate trust fund in accordance with Section 10.2 of this Lease.

ARTICLE 8
TITLE TO LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

Section 8.1 Title to the Leased Property. At all times during the Lease Term, title to the Leased Property shall remain in the Town, subject to the Site Lease, this Lease, the Indenture and any other Permitted Encumbrances. Except for personal property purchased by the Town at its own expense pursuant to Section 9.2 of this Lease, a leasehold estate in the Leased Property and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Trustee until the Trustee has exercised Lease Remedies or until the Trustee's leasehold interest in the Leased Property is conveyed to the Town as provided in Article 12 of this Lease, or until termination of the Site Lease, notwithstanding (a) the occurrence of an Event of Nonappropriation; (b) the occurrence of one or more Events of Lease Default; (c) the occurrence of any event of damage, destruction, condemnation, or construction, manufacturing or design defect or title defect, as provided in Article 10 of this Lease; (d) termination of the right of the Town to direct the acquisition, construction and equipping of the Project pursuant to Section 7.1 of this Lease, or (d) the violation by the Trustee of any provision of the Site Lease or this Lease. The Trustee shall not, in any way, be construed as the owner of the Leased Property.

Section 8.2 No Encumbrance, Mortgage or Pledge of the Leased Property. Except as may be permitted by this Lease, the Town shall not permit any mechanic's or other lien to be established or remain against the Leased Property; provided that, if the Town shall first notify the Trustee of the intention of the Town to do so, the Town may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the Town that, in the opinion of Counsel, by nonpayment of any such items the Trustee's leasehold interest in the Leased Property will be materially endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the Town shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Trustee will cooperate in any such contest. Except as may be permitted by this Lease, the Town shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Leased Property, except Permitted Encumbrances. The Town shall promptly, at its expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, or claim not excepted above.

ARTICLE 9
MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.1 Maintenance of the Leased Property by the Town. Subject to its right to not appropriate and as otherwise provided in Section 10.3 hereof, the Town agrees that at all times during the Lease Term, the Town will maintain, preserve, and keep the Leased Property or cause the Leased Property to be maintained, preserved, and kept, in good repair, working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, including replacements, if necessary. The Trustee shall have no responsibility in any of these matters or for the making of any additions, modifications, or replacements to the Leased Property.

Section 9.2 Modification of the Leased Property; Installation of Furnishings and Machinery of the Town. The Town shall have the privilege of making substitutions, additions, modifications and improvements to the Leased Property, at its own cost and expense, as appropriate and any such substitutions, additions, modifications and improvements to the Leased Property shall be the property of the Town, subject to the Site Lease, this Lease and the Indenture and shall be included under the terms of the Site Lease, this Lease and the Indenture; provided, however, that such substitutions, additions, modifications and improvements shall not in any way damage the Leased Property or cause the Leased Property to be used for purposes other than lawful governmental functions of the Town (except to the extent of subleasing permitted under Section 13.2 hereof) or cause the Town to violate its tax covenant in Section 11.5 hereof; and provided that the Leased Property, as improved or altered, upon completion of such substitutions, additions, modifications and improvements, shall be of a value not less than the value of the Leased Property immediately prior to such making of substitutions, additions, modifications and improvements.

The Town may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Leased Property. All such machinery, equipment and other tangible property shall remain the sole property of the Town in which the Trustee shall have no interests; provided, however, that title to any such machinery, equipment and other tangible property shall become part of the Leased Property and be included under the terms of this Lease to the extent that (a) any such machinery, equipment, or other tangible property is permanently affixed to the Leased Property or (b) the removal of such machinery, equipment, or other tangible property would damage or impair the Leased Property.

The Town shall have the right to make substitutions to the Leased Property upon compliance with the provisions set forth in Section 11.4 hereof.

Section 9.3 Taxes, Other Governmental Charges and Utility Charges. In the event that the Leased Property shall, for any reason, be deemed subject to taxation, assessments, or charges lawfully made by any governmental body, the Town shall pay the amount of all such taxes, assessments and governmental charges then due, as Additional Rentals. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Town shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during the upcoming Fiscal Year. Except for Permitted Encumbrances, the Town shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property (including, without limitation, any taxes levied upon

the Leased Property which, if not paid, will become a charge on the rentals and receipts from the Leased Property, or any interest therein, including the leasehold interests of the Trustee), or the rentals and revenues derived therefrom or hereunder. The Town shall also pay as Additional Rentals, as the same respectively become due, all utility and other charges and fees and other expenses incurred in the operation, maintenance, and upkeep of the Leased Property.

The Town may, at its expense, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee shall notify the Town that, in the opinion of Counsel, by nonpayment of any such items the value of the Leased Property will be materially endangered or the Leased Property will be subject to loss or forfeiture, or the Trustee will be subject to liability, in which event such taxes, assessments, utility or other charges shall be paid forthwith (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such taxes, assessments, utility or other charges).

Section 9.4 Provisions Regarding Casualty, Public Liability and Property Damage Insurance. During the Initial Term and each Renewal Term and until termination of the Lease Term pursuant to Section 4.2 hereof, the Town shall, at its own expense, cause casualty and property damage insurance to be carried and maintained with respect to the Leased Property in an amount at least equal to the estimated replacement cost of the buildings and improvements comprising the Leased Property. Such insurance policy or policies may have a deductible clause in an amount deemed reasonable by the Town. The Town may, in its discretion, insure the Leased Property under blanket insurance policies which insure not only the Leased Property, but other buildings and equipment as well, as long as such blanket insurance policies comply with the requirements hereof.

If the Town shall insure against similar risks by self-insurance, the Town may, at its election, provide for casualty and property damage insurance with respect to the Leased Property, partially or wholly by means of a self-insurance fund. If the Town shall elect to self-insure, the Town Representative shall annually furnish to the Trustee a certification of the adequacy of the Town's reserves.

Upon the execution and delivery of this Lease and until termination of the Lease Term pursuant to Section 4.2 hereof, the Town shall, at its own expense, cause public liability insurance to be carried and maintained with respect to the activities to be undertaken by the Town in connection with the use of the Leased Property, in an amount not less than the limitations provided in the Colorado Governmental Immunity Act (Article 10 of Title 24, Colorado Revised Statutes, as amended). The public liability insurance required by this Section may be by blanket insurance policy or policies. The Town, at its election, may provide for such public liability insurance, partially or wholly by means of a self-insurance fund as provided by applicable law, in compliance with the requirements hereof. Any such self-insurance shall be deemed to be insurance coverage hereunder.

Any casualty and property damage insurance policy required by this Section shall be so written or endorsed as to make losses, if any, payable to the Town and the Trustee, as their

respective interests may appear. All insurance policies issued pursuant to this Section, or certificates evidencing such policies, shall be deposited with the Trustee. The Trustee shall have no responsibility for the monitoring, renewing, or receiving of the insurance policies, or the certificates evidencing such policies, or the documents pertaining thereto, except as provided herein.

Upon completion of the Project, the Town shall provide the Trustee with evidence that the insurance required pursuant to this Section 9.4 is in effect. A certification by the Town Representative that such insurance is in effect shall be sufficient evidence of insurance. A certificate of insurance from the Town or the Town's insurance agent will also be acceptable evidence of insurance.

Section 9.5 Advances. If the Town fails to pay any Additional Rentals during the Lease Term as such Additional Rentals become due, the Trustee may (but shall not be obligated to) pay such Additional Rentals and the Town agrees to reimburse the Trustee to the extent permitted by law and subject to Appropriation as provided under Article 6 hereof.

Section 9.6 Granting of Easements. As long as no Event of Nonappropriation or Event of Lease Default shall have happened and be continuing, the Trustee shall upon the request of the Town, (a) grant or enter into easements, permits, licenses, party wall and other agreements, rights-of-way (including the dedication of public roads), and other rights or privileges in the nature of easements, permits, licenses, party wall and other agreements, and rights of way with respect to any property or rights included in this Lease (whether such rights are in the nature of surface rights, sub-surface rights or air space rights), free from this Lease and any security interest or other encumbrance created hereunder or thereunder; (b) release existing easements, permits, licenses, party wall and other agreements, rights-of-way, and other rights and privileges with respect to such property or rights, with or without consideration; and (c) execute and deliver any instrument necessary or appropriate to grant, enter into or release any such easement, permit, license, party wall or other agreement, right-of-way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant, agreement or release, and (ii) a written application signed by the Town Representative requesting such grant, agreement or release and stating that such grant, agreement, or release will not materially impair the effective use or materially interfere with the operation of the Leased Property.

ARTICLE 10
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.1 Damage, Destruction and Condemnation. If, during the Lease Term,

(a) the Leased Property shall be destroyed (in whole or in part), or damaged by fire or other casualty; or

(b) title to, or the temporary or permanent use of, the Leased Property or any portion thereof or the estate or any interest of the Town or the Trustee in the Leased Property is taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or entity acting under governmental authority; or

(c) a breach of warranty or a material defect in the construction, manufacture, or design of the Leased Property becomes apparent; or

(d) title to or the use of all or a portion of the Leased Property is lost by reason of a defect in title thereto;

then the Town shall be obligated to continue to pay Base Rentals and Additional Rentals (subject to Article 6 hereof).

Section 10.2 Obligation to Repair and Replace the Leased Property. The Town and the Trustee, to the extent Net Proceeds are within their respective control, shall cause such Net Proceeds of any insurance policies, performance bonds or condemnation awards received prior to the Completion Date to be deposited in the Construction Fund and after the Completion Date to be deposited in a separate trust fund held by the Trustee. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Leased Property by the Town, upon receipt by the Trustee of requisitions signed by the Town Representative stating with respect to each payment to be made:

(a) the requisition number;

(b) the name and address of the person, firm, or entity to whom payment is due;

(c) the amount to be paid; and

(d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation.

The Trustee shall have no duty to review or examine the accompanying bill, invoice or statement of account, but may conclusively rely on the properly executed disbursement request. The Trustee shall agree to cooperate with the Town and the Town shall use its best reasonable efforts subject to the terms of the Indenture to enforce claims which may arise in connection with material defects in the construction, manufacture or design of the Leased Property or otherwise.

If there is a balance of any Net Proceeds allocable to the Leased Property remaining after such repair, restoration, modification, improvement or replacement has been completed (as confirmed in writing to the Trustee by the Town), this balance shall be used by the Town, to:

(a) add to, modify or alter the Leased Property or add new components thereto, or

(b) prepay the Base Rentals with a corresponding adjustment in the amount of Base Rentals payable under Exhibit C (Base Rentals Schedule) to this Lease, or

(c) accomplish a combination of (a) and (b).

Any repair, restoration, modification, improvement or replacement of the Leased Property paid for in whole or in part out of Net Proceeds allocable to the Leased Property shall be the property of the Town, subject to the Site Lease, this Lease and the Indenture and shall be included as part of the Leased Property under this Lease.

Section 10.3 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Leased Property required under Section 10.2 of this Lease, the Town may elect to:

(a) complete the work or replace such Leased Property (or portion thereof) with similar property of a value equal to or in excess of such portion of the Leased Property and pay as Additional Rentals, to the extent amounts for Additional Rentals which have been specifically appropriated by the Town are available for payment of such cost, any cost in excess of the amount of the Net Proceeds allocable to the Leased Property, and the Town agrees that, if by reason of any such insufficiency of the Net Proceeds allocable to the Leased Property, the Town shall make any payments pursuant to the provisions of this paragraph, the Town shall not be entitled to any reimbursement therefor from the Trustee, nor shall the Town be entitled to any diminution of the Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, payable under Article 6 of this Lease; or

(b) apply the Net Proceeds allocable to the Leased Property to the payment of the Purchase Option Price in accordance with Article 12 of this Lease, or an appropriate portion thereof. In the event of an insufficiency of the Net Proceeds for such purpose, the Town shall, subject to the limitations of Section 6.1 hereof, pay such amounts as may be necessary to equal that portion of the Purchase Option Price which is attributable to the Leased Property for which Net Proceeds have been received (as certified to the Trustee by the Town); and in the event the Net Proceeds shall exceed such portion of the Purchase Option Price, such excess shall be used as directed by the Town in the same manner as set forth in Section 10.2 hereof; or

(c) if the Town does not timely budget and appropriate sufficient funds to proceed under either (a) or (b) above, an Event of Nonappropriation will be deemed to have occurred and, subject to the Town's right to cure, the Trustee may pursue remedies available to it following an Event of Nonappropriation.

The above referenced election shall be made by the Town within 90 days of the occurrence of an event specified in Section 10.1 of this Lease. It is hereby declared to be the Town's present intention that, if an event described in Section 10.1 hereof should occur and if the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration, modification, improvement or replacement of the Leased Property, the Town would use its best efforts to proceed under either paragraph (a) or paragraph (b) above; but it is also acknowledged that the Town must operate within budgetary and other economic constraints applicable to it at the time, which cannot be predicted with certainty; and accordingly the foregoing declaration shall not be construed to contractually obligate or otherwise bind the Town.

Section 10.4 Cooperation of the Trustee. The Trustee shall cooperate fully with the Town, at the expense of the Town to be paid as Additional Rentals, in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 of this Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property and in the enforcement of all warranties relating to the Leased Property. So long as no Event of Lease Default or Event of Nonappropriation has occurred and is then existing, the Trustee shall not voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, or prospective or pending condemnation proceeding with respect to the Leased Property without the written consent of the Town.

ARTICLE 11
DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 11.1 Disclaimer of Warranties. THE TRUSTEE HAS NOT MADE AND WILL NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY. THE TOWN HEREBY ACKNOWLEDGES AND DECLARES THAT THE TOWN IS SOLELY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND OPERATION OF THE LEASED PROPERTY, AND THAT THE TRUSTEE HAS NO RESPONSIBILITY THEREFOR. For the purpose of enabling the Town to discharge such responsibility, the Trustee constitutes and appoints the Town as its attorney in fact for the purpose of asserting and enforcing, at the sole cost and expense of the Town, all contractor's and manufacturer's warranties and guaranties, express or implied, with respect to the Leased Property, as well as any claims or rights the Trustee may have in respect of the Leased Property against any manufacturer, supplier, contractor or other person. Except as otherwise provided in this Lease, the Trustee shall not be liable for any direct or indirect, incidental, special, punitive or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the Town of any item, product, or service provided for herein except that nothing shall relieve the Trustee's liability for any claims, damages, liability or court awards, including costs, expenses and attorney fees, relating to or arising from the Trustee's actions or omissions that result from the negligence, bad faith or intentional misconduct of the Trustee or its employees.

Section 11.2 Further Assurances and Corrective Instruments. The Trustee and the Town agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereof or supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property.

Section 11.3 Compliance with Requirements. During the Lease Term, the Town and the Trustee shall observe and comply promptly to the extent possible with all current and future orders of all courts having jurisdiction over the Leased Property, provided that the Town and the Trustee may contest or appeal such orders so long as they are in compliance with such orders during the contest or appeal period, and all current and future requirements of all insurance companies writing policies covering the Leased Property.

Section 11.4 Substitution of Leased Property. So long as no Event of Lease Default or Event of Nonappropriation shall have occurred and be continuing, the Town shall be entitled to substitute any improved or unimproved real estate (collectively, the "Replacement Property"), for any Leased Property then subject to the Site Lease, this Lease, and the Indenture, upon receipt by the Trustee of a written request of the Town Representative requesting such release and substitution, provided that:

(a) such Replacement Property shall have an equal or greater value and utility (but not necessarily the same function) to the Town as the Leased Property proposed to be released, as determined by a certificate from the Town to that effect;

(b) the insured replacement value of Replacement Property, together with the insured replacement value of any portion of the Leased Property that remains after such substitution, shall be not less than the aggregate principal amount of the Outstanding Certificates, as certified in writing by the Town Representative; and

(c) the execution and delivery of such supplements and amendments to the Site Lease, this Lease and the Indenture, as applicable, and any other documents necessary to subject the Replacement Property to the encumbrance of the Site Lease, this Lease and the Indenture, and to release the portion of the Leased Property to be released from the encumbrance Site Lease, this Lease and the Indenture.

The Trustee acknowledges the Town's rights to release and substitute property pursuant to this Section 11.4 and agrees it shall execute any and all conveyances, releases, or other documents presented to it by the Town that the Town determines are necessary or appropriate in connection therewith.

Section 11.5 Tax Covenants. The Town acknowledges that the moneys in all funds and accounts expected to be created under the Indenture are to be invested or deposited by the Trustee, at the written direction of the Town.

The Town covenants for the benefit of the Owners of the Tax-Exempt Certificates that it will not take any action or omit to take any action with respect to the Certificates, the proceeds thereof, any other funds of the Town, or any facilities financed or refinanced with the proceeds of the Tax-Exempt Certificates (except for the possible exercise of the Town's right to terminate this Lease as provided herein) if such action or omission (i) would cause the interest on the Tax-Exempt Certificates to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Tax-Exempt Certificates to become a specific preference item for purposes of federal alternative minimum tax under the Tax Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause interest on the Tax-Exempt Certificates to lose its exclusion from Colorado taxable income or to lose its exclusion from Colorado alternative minimum taxable income under present Colorado law. Subject to the Town's right to terminate this Lease as provided herein, the foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the Tax-Exempt Certificates, until the date on which all obligations of the Town in fulfilling the above covenant under the Tax Code and Colorado law have been met.

In addition, the Town covenants that its direction of investments pursuant to Article 5 of the Indenture shall be in compliance with the procedures established by the Tax Certificate to the extent required to comply with its covenants contained in the foregoing provisions of this Section. The Town hereby agrees that, to the extent necessary, it will, during the Lease Term, pay to the Trustee such sums as are required for the Trustee to pay the amounts due and owing to the United States Treasury as rebate payments. Any such payment shall be accompanied by written directions to the Trustee to pay such amounts to the United States Treasury. Any payment of Town moneys pursuant to the foregoing sentence shall be Additional Rentals for all purposes of this Lease.

The Town is to execute the Tax Certificate in connection with the execution and delivery of this Lease, which Tax Certificate shall provide further details in respect of the Town's tax covenants herein.

Section 11.6 Undertaking to Provide Ongoing Disclosure. The Town covenants for the benefit of the Owners and the Beneficial Owners of the Certificates to comply with the terms of the Continuing Disclosure Certificate, provided that a failure of the Town to do so shall not constitute an Event of Lease Default. The Trustee shall have no power or duty to enforce this Section. No Certificate Owner or Beneficial Owner shall be entitled to damages for the Town's non-compliance with its obligations under this Section.

Section 11.7 Covenant to Reimburse Legal Expenses. To the extent permitted by law and subject to Appropriation by the Town Council, the Town shall defend and hold harmless the Trustee against claims arising from the alleged negligent acts or omissions of the Town's public employees, which occurred or are alleged to have occurred during the performance of their duties and within the scope of their employment, unless such acts or omissions are, or are alleged to be, willful and wanton. Such claims shall be subject to the limitations of the Colorado Governmental Immunity Act, § 24-10-101, et. seq., C.R.S., as now or hereafter amended. The Town shall include as Additional Rentals, the reimbursement of reasonable and necessary expenses incurred by the Trustee to defend the Trustee from and against all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of the Leased Property or from any work or thing done on the Leased Property during the Lease Term requested by the Town, or from any condition of the Leased Property caused by the Town. This duty to reimburse the Trustee's legal expenses is not an indemnification and it is expressly understood that the Town is not indemnifying the Trustee and, as previously stated, is limited to Net Proceeds and moneys, if any, in excess of such Net Proceeds, for which an Appropriation has been effected.

Section 11.8 Access to the Leased Property; Rights to Inspect Books. The Town agrees that the Trustee shall have the right at all reasonable times to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Town for security purposes) and all of the Town's books and records with respect thereto, but the Trustee has no duty to inspect the Leased Property or such books or records. The Town further agrees that the Trustee shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the Town to perform its obligations under this Lease. The Indenture allows the Town to have the right at all reasonable times to examine and inspect all of the Trustee's books and records with respect to the Leased Property and all funds and accounts held under the Indenture.

The Town and its representatives shall have the right to examine and inspect the books and records of the Trustee relating to the Leased Property at all reasonable times from the date of this Lease and until three years after the termination date of this Lease.

ARTICLE 12
PURCHASE OPTION

Section 12.1 Purchase Option. The Town shall have the option to purchase the Trustee's leasehold interest in the Leased Property at any time, but only if an Event of Lease Default or an Event of Nonappropriation has not occurred and is then continuing. The Town may exercise its option on any date by complying with one of the conditions set forth in Section 12.2.

The Town shall give the Trustee notice of its intention to exercise its option not less than 45 days in advance of the date of exercise and shall deposit the required moneys with the Trustee on or before the date selected to pay the Purchase Option Price. The Trustee may waive such notice or may agree to a shorter notice period in the sole determination of the Trustee.

If the Town shall have given notice to the Trustee of its intention to purchase the Trustee's leasehold interest in the Leased Property or prepay Base Rentals, but shall not have deposited the amounts with the Trustee on the date specified in such notice, the Town shall continue to pay Base Rentals, which have been specifically appropriated by the Town for such purpose, as if no such notice had been given.

Section 12.2 Transfer and Release of Leased Property After Payment of Purchase Option Price or all Base Rentals. The Trustee shall transfer and release the Trustee's leasehold interests in the Leased Property to the Town in the manner provided for in Section 12.3 of this Lease; provided, however, that prior to such transfer and release, either:

(a) the Town shall have paid the then applicable Purchase Option Price which shall equal the sum of the amount necessary to defease and discharge the Indenture as provided therein (i.e., provision for payment of all principal and interest portions of any and all Certificates which may have been executed and delivered pursuant to the Indenture shall have been made in accordance with the terms of the Indenture) plus any fees and expenses then owing to the Trustee or any other Additional rentals required to be paid hereunder; or

(b) the Town shall have paid all Base Rentals set forth in Exhibit C (Base Rentals Schedule) hereto, for the entire maximum Lease Term, and all then current Additional Rentals required to be paid hereunder.

At the Town's option, amounts then on deposit in any fund held under the Indenture (except the Rebate Fund and excluding any defeasance escrow funds) may be credited toward the Purchase Option Price.

Section 12.3 Manner of Conveyance. At the closing of the purchase or other conveyance of all of the Trustee's leasehold interest in the Leased Property pursuant to Section 12.2 of this Lease, the Trustee shall release and terminate the Site Lease, this Lease and the Indenture and execute and deliver to the Town any necessary documents releasing, assigning, transferring and conveying the Trustee's leasehold interest in the Leased Property, as they then exist, subject only to the following:

(a) Permitted Encumbrances, other than the Site Lease, this Lease and the Indenture;

(b) all liens, encumbrances and restrictions created or suffered to exist by the Trustee as required or permitted by the Site Lease, this Lease or the Indenture or arising as a result of any action taken or omitted to be taken by the Trustee as required or permitted by the Site Lease, this Lease or the Indenture;

(c) any lien or encumbrance created or suffered to exist by action of the Town; and

(d) those liens and encumbrances (if any) to which title to the Leased Property was subject when leased to the Trustee.

ARTICLE 13
ASSIGNMENT AND SUBLEASING

Section 13.1 Assignment by the Trustee; Replacement of the Trustee. Except as otherwise provided in this Lease and the Indenture, this Lease may not be assigned by the Trustee for any reason other than to a successor by operation of law or to a successor trustee under the Indenture or with the prior written consent of the Town which consent shall not be unreasonably withheld. The Trustee will notify the Town of any assignment to a successor by operation of law.

If an Event of Lease Default or Event of Nonappropriation has occurred and is continuing, the Trustee may act as herein provided, including exercising the remedies set forth in Section 14.2, without the prior written direction of the Town.

Section 13.2 Assignment and Subleasing by the Town. This Lease may not be assigned by the Town for any reason other than to a successor by operation of law. However, the Leased Property may be subleased, as a whole or in part, by the Town, without the necessity of obtaining the consent of the Trustee or any owner of the Certificates subject to each of the following conditions:

(a) The Leased Property may be subleased, in whole or in part, only to an agency or department of, or a political subdivision of, the State, or to another entity or entities with Approval of Special Counsel;

(b) This Lease, and the obligations of the Town hereunder, shall, at all times during the Lease Term remain obligations of the Town, and the Town shall maintain its direct relationships with the Trustee, notwithstanding any sublease;

(c) The Town shall furnish or cause to be furnished to the Trustee a copy of any sublease agreement;

(d) Any sublease of the Leased Property shall provide that it is subject to the terms and conditions of this Lease and that, except as hereinafter provided, it shall automatically terminate upon a termination of this Lease; provided, however, that upon a termination of this Lease due to an Event of Lease Default or an Event of Nonappropriation, the Trustee may, upon notification to the sublessee, keep any such sublease in full force and effect as a direct lease by the Trustee to the sublessee and, upon notice to the Town, the Town shall cooperate with the Trustee to effectuate the assignment of all its right, title and interest in and to all subleases to the Trustee e; and

(e) No sublease by the Town shall cause the Leased Property to be used for any purpose which would cause the Town to violate its tax covenant in Section 11.5 hereof.

ARTICLE 14
EVENTS OF LEASE DEFAULT AND REMEDIES

Section 14.1 Events of Lease Default Defined. Each of the following shall be an Event of Lease Default under this Lease:

(a) failure by the Town to pay any Base Rentals or Additional Rentals, which have been specifically appropriated by the Town for such purpose, during the Initial Term or any Renewal Term, within five Business Days of the date on which they are due; or

(b) subject to the provisions of Section 6.5 hereof, failure by the Town to vacate or surrender possession of the Leased Property by March 1 of any Renewal Term in respect of which an Event of Nonappropriation has occurred; or

(c) failure by the Town to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in (a) or (b), (and other than a failure to comply with Section 11.6 hereof) for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be received by the Town from the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not withhold its consent to an extension of such time if, in the Trustee's reasonable judgment, corrective action can be instituted by the Town within the applicable period and diligently pursued until the default is corrected; or

(d) failure by the Town to comply with the terms of the Site Lease.

The foregoing provisions of this Section 14.1 are subject to the following limitations:

(i) the Town shall be obligated to pay the Base Rentals and Additional Rentals, which have been specifically appropriated by the Town for such purpose, only during the then current Lease Term, except as otherwise expressly provided in this Lease; and

(ii) if, by reason of Force Majeure, the Town or the Trustee shall be unable in whole or in part to carry out any agreement on their respective parts herein contained other than the Town's agreement to pay the Base Rentals and Additional Rentals due hereunder, the Town or the Trustee shall not be deemed in default during the continuance of such inability. The Town and the Trustee each agree, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the Town or the Trustee from carrying out their respective agreements; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Town.

Section 14.2 Remedies on Default. Whenever any Event of Lease Default shall have happened and be continuing beyond any applicable cure period, the Trustee may, or shall at the request of the owners of a majority in aggregate principal amount of the Certificates then Outstanding and upon indemnification as to costs and expenses as provided in the Indenture,

without any further demand or notice, take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to the Town to vacate and surrender possession of the Leased Property, which vacation and surrender the Town agrees to complete within 60 days from the date of such notice; provided, in the event the Town does not vacate and surrender possession on the termination date, the provisions of Section 6.5 hereof shall apply;

(b) lease or sublease the Leased Property or sell or assign any interest the Trustee has in the Leased Property, including the Trustee's leasehold interest in the Leased Property;

(c) recover from the Town:

(i) the portion of Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, which would otherwise have been payable hereunder, during any period in which the Town continues to occupy, use, or possess the Leased Property; and

(ii) Base Rentals and Additional Rentals, for which a specific Appropriation has been effected by the Town for such purpose, which would otherwise have been payable by the Town hereunder during the remainder, after the Town vacates and surrenders possession of the Leased Property, of the Fiscal Year in which such Event of Lease Default occurs; or

(d) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under the Site Lease, this Lease and the Indenture.

Upon the occurrence of an Event of Nonappropriation, the Trustee shall be entitled to recover from the Town the amounts set forth in Section 14.2(c)(i) hereof if the Town continues to occupy the Leased Property after December 31 of the Fiscal Year in which such Event of Nonappropriation occurs.

The Trustee shall also be entitled, upon any Event of Lease Default, to any moneys in any funds or accounts created under the Indenture (except the Rebate Fund or any defeasance escrow accounts).

Section 14.3 Limitations on Remedies. The remedies in connection with an Event of Lease Default shall be limited as set forth in this Section. A judgment requiring a payment of money may be entered against the Town by reason of an Event of Lease Default only as to the Town's liabilities described in paragraph (c) of Section 14.2 hereof. A judgment requiring a payment of money may be entered against the Town by reason of an Event of Nonappropriation only to the extent that the Town fails to vacate and surrender possession of the Leased Property

as required by Section 6.4 of this Lease, and only as to the liabilities described in paragraph (c)(i) of Section 14.2 hereof. The remedy described in paragraph (c)(ii) of Section 14.2 of this Lease is not available for an Event of Lease Default consisting of failure by the Town to vacate and surrender possession of the Leased Property by March 1 following an Event of Nonappropriation.

Section 14.4 No Remedy Exclusive. Subject to Section 14.3 hereof, no remedy herein conferred upon or reserved to the Trustee, is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved in this Article 14, it shall not be necessary to give any notice, other than such notice as may be required in this Article 14.

Section 14.5 Waivers. The Trustee may waive any Event of Lease Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. Payment of Base Rentals or Additional Rentals by the Town shall not constitute a waiver of any breach or default by the Trustee hereunder.

Section 14.6 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. To the extent permitted by law, in the case of an Event of Nonappropriation or an Event of Lease Default neither the Trustee nor the Town nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the Indenture; and the Trustee and the Town, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws. Notwithstanding the foregoing, it is expressly understood that the Town cannot and does not hereby waive its right to set up, claim or seek to take advantage of its police powers or its Colorado constitutional or statutory right of eminent domain.

ARTICLE 15
MISCELLANEOUS

Section 15.1 Sovereign Powers of Town. Nothing in this Lease shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers or immunities of the Town. Nothing in this Lease shall be construed to require the Town to occupy and operate the Leased Property other than as lessee, or to require the Town to exercise its right to purchase the Trustee's leasehold interest in the Leased Property as provided in Article 12 hereof.

Section 15.2 Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (i) delivered personally, (ii) mailed by United States certified or registered mail, return receipt requested, postage prepaid, at the addresses indicated below, or to such other addresses as the respective parties may from time to time designate in writing, (iii) sent by electronic transmission which produces evidence of transmission, or (iv) in such other manner as authorized by the Town or the Trustee, as the case may be.

if to the Town,

Town of Erie, Colorado
645 Holbrook Street
Erie, Colorado 80516
Attention: Finance Director

if to the Trustee,

UMB Bank, n.a.
1670 Broadway
Denver, Colorado 80202
Attention: Corporate Trust and Escrow Services

The Town and the Trustee may, by written notice, designate any further or different means of communication or addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.3 Third Party Beneficiaries. It is expressly understood and agreed that the Owners of the outstanding Certificates are third party beneficiaries to this Lease and enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Town, as lessee and the Trustee, as lessor, and their respective successors and assigns, and to the Owners of the Certificates. Except as hereinafter provided, nothing contained in this Lease shall give or allow any such claim or right of action by any other or third person on this Lease. It is the express intention of the Town and the Trustee that any person other than the Town, the Trustee or the Owners of the Certificates receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

Section 15.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Trustee and the Town and their respective successors and assigns, subject, however, to the limitations contained in Article 13 of this Lease.

Section 15.5 Amendments. This Lease may only be amended, changed, modified, or altered as provided in the Indenture.

Section 15.6 Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Base Rentals Fund, the Construction Fund, the Costs of Execution and Delivery Fund, or any other fund or account created under the Indenture (except the Rebate Fund and any defeasance escrow account), upon termination of the Lease Term, and after payment in full of the Certificates (or provision for payment thereof having been made in accordance with the provisions of this Lease and the Indenture) and fees and expenses of the Trustee in accordance with this Lease and the Indenture, shall belong to and be paid to the Town by the Trustee, as an overpayment of Base Rentals.

Section 15.7 Triple Net Lease. This Lease shall be deemed and construed to be a "triple net lease" and, subject to the prior Appropriation requirements hereof, the Town shall pay absolutely net during the Lease Term, the Base Rentals, the Additional Rentals and all expenses of, or other payments in respect of, the Leased Property as required to be paid by the Town under this Lease, for which a specific Appropriation has been effected by the Town for such purpose, free of any deductions, and without abatement, deduction or setoff (other than credits against Base Rentals expressly provided for in this Lease).

Section 15.8 Computation of Time. In computing a period of days, the first day is excluded and the last day is included. If the last day of any period is not a Business Day, the period is extended to include the next day which is a Business Day. If a number of months is to be computed by counting the months from a particular day, the period ends on the same numerical day in the concluding month as the day of the month from which the computation is begun, unless there are not that many days in the concluding month, in which case the period ends on the last day of that month. Notwithstanding the foregoing, Base Rentals shall be recalculated in the event of any Prepayment of Base Rentals as provided in Section 6.2(b) hereof.

Section 15.9 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 15.10 Severability. Except for the requirement of the Town to pay Base Rentals for which a specific Appropriation has been effected by the Town for such purpose and the requirement of the Trustee to provide quiet enjoyment of the Leased Property and to convey the Trustee's leasehold interest in the Leased Property to the Town under the conditions set forth in Article 12 of this Lease (which, if held invalid or unenforceable by any court of competent jurisdiction, may have the effect of invalidating or rendering unenforceable the other provisions of this Lease), in the event that any other provision of this Lease shall be held invalid or

unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.11 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.12 Applicable Law. This Lease shall be governed by and construed in accordance with the law of the State of Colorado without regard to choice of law analysis.

Section 15.13 The Trustee is Independent of the Town. Neither the Trustee nor any agent or employee of the Trustee shall be or shall be deemed to be an agent or employee of the Town. The Trustee acknowledges that the Trustee and its employees are not entitled to unemployment insurance benefits of the Town unless the Trustee or a third party otherwise provides such coverage and that the Town does not pay for or otherwise provide such coverage. The Trustee shall have no authorization, express or implied, to bind the Town to any agreements, liability or understanding except as expressly set forth herein.

Section 15.14 Governmental Immunity. Notwithstanding any other provisions of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., as now or hereafter amended.

Section 15.15 Recitals. The Recitals set forth in this Lease are hereby incorporated by this reference and made a part of this Lease.

Section 15.16 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 15.17 Trustee's Disclaimer. It is expressly understood and agreed that (a) the Lease is executed by UMB Bank, n.a., solely in its capacity as Trustee under the Indenture, and (b) nothing herein shall be construed as creating any liability on UMB Bank, n.a. other than in its capacity as Trustee under the Indenture. All financial obligations of the Trustee under this Lease, except those resulting from its willful misconduct or negligence, are limited to the Trust Estate.

Section 15.18 Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

TOWN OF ERIE, COLORADO, as Lessee	UMB BANK, N.A., solely in its capacity of Trustee under the Indenture, as Lessor
By: _____	By: _____
Andrew J. Moore, Mayor	Vice President

[SEAL]

ATTEST:

_____
Debbie Stamp, Town Clerk

STATE OF COLORADO)
)
COUNTIES OF BOULDER) ss.
AND WELD)
)
TOWN OF ERIE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Andrew J. Moore, as Mayor of the Town Council of the Town of Erie, Colorado.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Jonathan Fernandez, as Vice President of UMB Bank, n.a., as Trustee.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

The Leased Property consists of the real property and the buildings and improvements located thereon as set forth below, as amended from time to time.

[LEGAL DESCRIPTION]

Description of premises, buildings and improvements

[PROJECT DESCRIPTION]

EXHIBIT B
PERMITTED ENCUMBRANCES

"Permitted Encumbrances" as defined in Section 1.2 of this Lease and the following:

1) Liens for ad valorem taxes and special assessments not then delinquent, if applicable.

2) The Site Lease.

3) This Lease.

4) All other encumbrances appearing of record on the date hereof.

EXHIBIT C
BASE RENTALS SCHEDULE

Base Rental payments are due on May 15 and November 15 of each year during the Lease Term. The Base Rentals have been calculated on the basis of a 360-day year of twelve 30-day months and any recalculation of Base Rentals under Section 6.2(a) hereof shall be done on the same basis. If Base Rentals are stated to be due on any date that is not a Business Day, such Base Rentals shall be due on the next day that is a Business Day without the accrual of interest on Base Rentals between such dates.

Statement Regarding the Leased Property

The duration of the Lease, throughout the maximum Lease Term, does not exceed the weighted average useful life of the Leased Property.

EXHIBIT D

FORM OF NOTICE OF LEASE RENEWAL

To: UMB Bank, n.a., as Trustee
Attention: Corporate Trust Services

The undersigned is the Town Representative of the Town of Erie, Colorado (the "Town"). The Town is the lessee under that certain Lease Purchase Agreement, dated February 26, 2026 (the "Lease"), between the Town and UMB Bank, n.a., solely in its capacity of Trustee under the Indenture, as the lessor thereunder. I am familiar with the facts herein certified and am authorized and qualified to certify the same. The undersigned hereby states and certifies:

(a) the Town has effected or intends to effect on a timely basis an Appropriation for the ensuing Fiscal Year which includes (1) sufficient amounts authorized and directed to be used to pay all the Base Rentals and (2) sufficient amounts to pay such Additional Rentals as are estimated to become due, all as further provided in Sections 6.2, 6.3 and 6.4 of the Lease, whereupon, the Lease shall be renewed for the ensuing Fiscal Year;

_____
Initial

or

(b) the Town has determined not to renew the Lease for the ensuing Fiscal Year.

_____
Initial

TOWN OF ERIE, COLORADO

By:_____
Town Representative

EXHIBIT E

FORM OF REQUISITION

REQUISITION NO. _____

To: UMB Bank, n.a., as Trustee
Attention: Corporate Trust and Escrow Services

The undersigned Town Representative (the "Town Representative") of and for the Town of Erie, Colorado (the "Town"), as the lessee's representative under the Lease Purchase Agreement, dated as of February 26, 2026 (the "Lease"), between UMB Bank, n.a., as trustee (the "Trustee"), as lessor, and the Town, as lessee, hereby requisitions the following sum from the Construction Fund established under the Indenture of Trust, dated as of February 26, 2026 (the "Indenture"), entered into by the Trustee, and in connection with such request, certifies as follows:

Amount: $_____

Name and Address of Payee:

The Town has attached hereto a copy of each Payee's Form W-9 or Form W-8, as applicable (unless previously provided). The Town further acknowledges the Trustee cannot process such requisition until the Trustee is in receipt of a valid Form W-9 or W-8, as applicable, in accordance with the Internal Revenue Service regulations and the Foreign Account Tax Compliance Act.

Describe Nature of Obligation:

The Town Representative further certifies that:

(a) the obligation described above has been properly incurred, is a proper charge against the Construction Fund and has not been the basis of any previous withdrawal or requisition;

(b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied;

(c) the disbursement requested is due and payable and will be used for the "Costs of the Project" permitted under the Lease and the Indenture;

(d) the Town is not in breach of any of the agreements contained in the Lease;

(e) no Event of Lease Default or Event of Nonappropriation has occurred and is continuing; and

(f) with respect to the disbursement of funds by the Trustee from the Construction Fund pursuant to this Construction Fund Requisition, on behalf of the Town,

the undersigned Town Representative hereby: (a) certifies that the Town has reviewed the wire instructions set forth in this Construction Fund Requisition, and confirms that, to the best of the Town's knowledge, such wire instructions are accurate; (b) agrees that, to the extent permitted by law, the Town will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee's disbursement of funds from the Construction Fund in accordance with this Construction Fund Requisition and the wiring instructions provided herein; and (iii) agrees that the Town will not seek recourse from the Trustee as a result of losses incurred by the Town arising from the Trustee's disbursement of funds in accordance with this Construction Fund Requisition.

TOWN OF ERIE, COLORADO

By: _____
Town Representative

EXHIBIT F

CERTIFICATE OF COMPLETION

To: UMB Bank, n.a., as Trustee
Attention: Corporate Trust and Escrow Services

The undersigned hereby states and certifies that:

1. I am the Town Representative (the "Town Representative") of and for the Town of Erie, Colorado (the "Town"), acting as the lessee's representative under the Lease Purchase Agreement, dated as of February 26, 2026 (the "Lease"), between UMB Bank, n.a., as trustee, as lessor, and the Town, as lessee. I am familiar with the facts herein certified and am authorized and qualified to certify the same.

2. The Project described in the Lease is substantially complete and all Costs of the Project relating to the Project as described therein have been paid except for the following amounts to be set aside by the Trustee to pay remaining Costs of the Project relating to the Project: $_____. This Certificate shall constitute the Certificate of Completion for the purposes of the Lease and the definition of "Certificate of Completion" therein.

3. Notwithstanding the foregoing, this Certificate shall not prejudice any rights against third parties which exist at the date hereof or which may subsequently come into being.

4. In accordance with Section 7.3 of the Lease and Section 3.07 of the Indenture, the Town hereby directs the Trustee to apply any balance remaining in the Construction Fund as follows: _____
_____.

TOWN OF ERIE, COLORADO

By: _____
Town Representative

98262263.v2

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Town of Erie, Colorado (the "Issuer") in connection with the authorization, execution, and delivery of the Lease Purchase Agreement, dated as of February 26, 2026 (the "Lease"), between UMB Bank, n.a., solely in its capacity as trustee under the Indenture described herein (the "Trustee"), as lessor, and the Issuer, as lessee, and the execution and delivery of the Certificates of Participation, Taxable Series 2026A, in the aggregate principal amount of $[_____] and Certificates of Participation, Tax-Exempt Series 2026B, in the aggregate principal amount of $[_____] (collectively, the "Certificates"). The Certificates are being issued pursuant to the Indenture of Trust, dated as of February 26, 2026 (the "Indenture") executed by the Trustee. The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Certificates and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC").

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Dissemination Agent" shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Fiscal Year" shall mean the period beginning on January 1 of a calendar year and ending on December 31 of the same calendar year, or such other 12-month period as may be adopted by the Issuer in accordance with law.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at http://emma.msrb.org.

"Official Statement" means the final Official Statement prepared in connection with the Certificates.

"Participating Underwriter" shall mean the original underwriter of the Certificates required to comply with the Rule in connection with an offering of the Certificates.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months following the end of the Issuer's Fiscal Year, commencing nine (9) months following the end of the Issuer's Fiscal Year ending December 31, 2025, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent, if any. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer: it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A."

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Certificates.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the events listed below with respect to the Certificates. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Certificates:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, *if material*;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of bondholders, *if material*;

(8) Bond calls, *if material*, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Certificates, *if material;*

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;[1]

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation[2] of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms

[1] For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

[2] For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the

of a financial obligation of the obligated person, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation[2] of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Certificates; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Certificates.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

Issuer intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

(2) send written notice to the Issuer at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Certificates, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture or the Lease, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

[The remainder of this page intentionally left blank.]

DATE: February 26, 2026.

TOWN OF ERIE, COLORADO

By:_____
Mayor

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT "A"

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Town of Erie, Colorado
Name of Bond Issue:	$[_____] Certificates of Participation, Taxable Series 2026A and Tax-Exempt Series 2026B
Date of Issuance:	February 26, 2026
CUSIP Number:	[___]

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Certificates as required by the Continuing Disclosure Certificate dated February 26, 2026. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

TOWN OF ERIE, COLORADO

By:_____
Mayor

EXHIBIT "B"

OFFICIAL STATEMENT TABLES TO BE UPDATED

The information to be updated may be reported in any format chosen by the Town; it is not required that the format reflected in the Official Statement be used in future years. The budget information contained in the General Fund budget summary and comparison table is to be satisfied with the current year budget information found in the ACFR.

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-38, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Adopting the Americans with Disabilities Act (ADA) Access Audit and Transition Plan

DEPARTMENT: Administrative Operations
Human Resources

PRESENTER(S): Lori Wisner, Risk and ADA Manager
John McGovern, WT Group AEC, LLC Accessibility Practice
Tatum Storey, WT Group AEC, LLC Accessibility Practice

TIME ESTIMATE: 30 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
N/A

POLICY ISSUES:
The ADA plan is a policy document that requires Town Council approval. Approving this document does not, however, commit funding for updates. Funding requests will be handled through the annual budget process.

STAFF RECOMMENDATION:
Adopt the ADA Transition Plan

SUMMARY/KEY POINTS

- All state and local governments with 50+ employees were required to have a self-evaluation completed by July 1992, and a transition plan completed by July 1993. The Town of Erie does not currently have either.
- If an ADA complaint is filed with the Department of Justice, there will be legal implications including significant fines and actions the Town will be required to take.
- The ADA Transition Plan will be considered and funded through the annual budget process for the next 10-15 years with costs spread across many departments.

BACKGROUND OF SUBJECT MATTER:
The Town of Erie has been working with the WT Group since 2022 to develop a self-evaluation and

transition plan. The WT Group has aided the Town in assessing programs, policies, facilities, and public rights-of-way for compliance according to the ADA Standards. Staff and the WT Group will present the findings of those assessments and a suggested path forward to the Town Council.

ATTACHMENT(S):

1. Memo
2. Presentation
3. Town of Erie Final Report 202502
4. Resolution 26-007

Memorandum

To: Town Council
From: Lori Wisner, Risk and ADA Manager
Date: January 13, 2026
Re: ADA Self Evaluation and Transition Plan

Purpose

The purpose of this memo is to explain what an ADA Self-Evaluation and Transition Plan is and why it is essential for the Town of Erie's legal compliance, operational effectiveness, and commitment to equitable public service.

What Is an ADA Self-Evaluation?

An ADA Self-Evaluation is a comprehensive review of a public entity's programs, services, policies, practices, employment activities, and facilities to determine whether they are accessible to individuals with disabilities, as required under Title II of the Americans with Disabilities Act (ADA).

This process identifies barriers to access—both physical and non-physical—and evaluates whether current practices provide equal opportunity for participation. It also incorporates public input, particularly from individuals with disabilities, to ensure real-world accessibility concerns are considered.

What Is an ADA Transition Plan?

A Transition Plan is developed as a result of the Self-Evaluation. It documents:

- Physical barriers in programs, facilities and the public right-of-way that limit accessibility;
- The specific actions needed to remove those barriers;
- A schedule for completing improvements; and
- The staff or departments responsible for implementation.

The Transition Plan serves as a roadmap for bringing programs, facilities and infrastructure into ADA compliance over time in a planned, transparent, and fiscally responsible manner.

Who is Required to Have an ADA Self-Evaluation and Transition Plan?

All state and local government entities with 50+ employees were required to have a self-evaluation completed by July 1992 and a transition plan completed by July 1993.

Why This Is Important

Legal Compliance
The ADA requires public entities to conduct self-evaluations and maintain transition plans when structural changes are needed. Completing and maintaining these documents reduces the Town's risk of complaints, investigations, or litigation.

Equal Access and Inclusion
The Self-Evaluation and Transition Plan help ensure that all residents, employees, and visitors—regardless of ability—can access Town programs, services, facilities, and employment opportunities.

Risk Management and Accountability
Identifying barriers and documenting corrective actions demonstrates good-faith compliance efforts, which is critical in the event of an ADA complaint or claim.

Informed Planning and Budgeting
The Transition Plan allows the Town to prioritize improvements, coordinate projects, and plan capital investments strategically rather than reacting to issues on an ad hoc basis.

Improved Public Service
Accessible facilities and inclusive practices lead to better customer service, clearer procedures for accommodation requests, and a stronger community trust in local government.

Timeframe for Completing Retrofits/Corrections?
Given the scope of work and cost, the WT Group has recommended that we plan to complete the identified retrofits and corrections within the next 10-15 years. For the reasons listed above, it is very important that the Town has a plan that has been approved by Council, demonstrates a good faith effort to complete the retro-fits and corrections identified in the plan, and also ensures that any new construction that occurs is compliant (there is no grace period for new construction).

Consequences of Not Having an Approved Plan
If the Town does not have a plan and a complaint is filed, we could incur significant fines and consequences from the Department of Justice (DOJ). Consequences that have been imposed on other government agencies who did not have a plan include having to create a plan and have all retrofits corrected within a 12-month period, significant fines, and being required to hire multiple FT ADA Coordinators.

Conclusion
The ADA Self-Evaluation and Transition Plan are foundational tools for ensuring compliance with federal law, managing risk, and fulfilling the Town's responsibility to provide inclusive and accessible services. Together, they establish a clear framework for identifying barriers, planning improvements, and demonstrating the Town's ongoing commitment to accessibility and equity.

WT Group
Engineering • Design • Consulting

TOWN OF ERIE

ADA Access Audit and Transition Plan

Report to the Town Council

Jan. 13, 2026

WT Group
Engineering • Design • Consulting

CONTENT TONIGHT

- Introductions
- ADA Requirements - Existing Sites vs New Construction
- Transition Plan
- Our Process
- Deliverables
- Strategies
- Conclusion

WT Group
Engineering • Design • Consulting

WHO ARE WE?

- John McGovern, JD, Principal-in-Charge, WT Group Accessibility Practice
- Tatum Storey, MSW, CADAC, Principal – Operations, WT Group Accessibility Practice
- WT Group & Accessibility Practice History

WT Group
Engineering • Design • Consulting

ERIE PROJECT SCOPE

- Town-owned parks, facilities, & ROW audits
- Review of programs and policies
- Website consult
- Community Engagement
- Transition Plan
- Final Report

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WHAT IS ADA TITLE II?

- Title II governs the Town services, parks, right-of-way, and facilities
- Design and construction of new sites
- Audit and retrofit at existing sites
- 2010 Standards for Accessible Design, Colorado Code, smart practices

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EXISTING SITES; PROGRAM ACCESS

- Per US DOJ, Town “programs” to be accessible.
- Programs are broadly defined...what is a program?
- Not necessarily every existing site, or every asset, must be retrofit for access...we suggest a minimum of one of three recurring assets.
- Town can stretch schedule to meet the mandate in a way that is consistent with its resources, but must act in good faith.

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THE WTG PROCESS

- Every aspect of every element at each site
- 2010 Standards and any CO requirements that are more stringent
- Simple tools
- Checklists for QA
- Cloud-based app

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Engineering • Design • Consulting

TRANSITION PLAN MUST HAVE…

- Physical obstacles limiting access of programs or activities to individuals with disabilities.
- Methods used to make the facilities accessible.
- Schedule for retrofit.
- Indicate the responsible official.
- Not required, but we also provide cost references.

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RIGHT-OF-WAY PRIORITIES

- **Priority 1: Government facilities (Town facilities and parks, public schools)**
- **Priority 2: Public accommodation (businesses and retail centers)**
- **Priority 3: Places of employment**
- **Priority 4: Other (residential areas, areas of worship, private clubs)**

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DELIVERABLES

- 27 Access Audit Site Reports
- Program and Policy Report
- Transition Plan and Pivot Table
- Final Report
- PROW Dataset and Transition Plan
- Community Engagement and Staff Training

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STRATEGIES

- Build and maintain relationships with disability advocacy groups and people with disabilities.
- Every year, budget and expend funds towards the Transition Plan.
- Brag about your work online and in print.
- Exceed the minimum requirements.

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WHAT'S NEXT?

- **Accept the report and direct staff to implement the recommendations.**
- **Do be sure to annually budget and expend for Transition Plan retrofits.**
- **Staff *continues* implementation.**

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THANK YOU

WT Group
Engineering • Design • Consulting

CONTACT INFORMATION

- John McGovern, JD, Principal-in-Charge at 224-293-6451 or jmcgovern@wtgroup.com
- Tatum Storey, MSW, Principal – Operations at 224-293-6335 or tstorey@wtgroup.com

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TOWN OF ERIE, COLORADO

AMERICANS WITH DISABILITIES ACT ACCESS AUDIT & TRANSITION PLAN PROJECT

PARKS, FACILITIES, AND RIGHT-OF-WAY

FINAL REPORT

DECEMBER 12, 2025

WT Group AEC, LLC

Phone:
224.293.6333

Headquarters:
2000 Center Drive, Suite B411
Hoffman Estates, IL 60192

Corporate Service Center:
15450 New Barn Rd., Suite 200
PMB #152
Miami Lakes, FL 33014

Website:
wtgroup.com

TOWN OF ERIE: TOWN COUNCIL

Andrew J. Moore, Mayor

Anil Pesaramelli, District 1 Council Member

John Mortellaro, District 1 Council Member

Dan Hoback, District 2 Council Member

Brandon Bell, Mayor Pro Tem, District 2 Council Member

Emily Baer, District 3 Council Member

Brian O'Conner, District 3 Council Member

TOWN OF ERIE: PROJECT TEAM

Lori Wisner, Risk Manager

Gabi Rae, Director of Communications & Community Engagement

Ashley Burger, Communications & Marketing Manager

Jesse Ascunce, GIS Coordinator

WT GROUP: PROJECT TEAM

John N. McGovern, Principal-in-Charge

Tatum Storey, Principal – Operations

Tanya Scheibe, Principal – Standards

Shelley Zuniga, Senior Project Manager

Aaron Hirthe, Project Manager

Brett Gordon, Accessibility Specialist

Laurel Heizelman, Accessibility Specialist

WT Group
Engineering • Design • Consulting

TABLE OF CONTENTS

INTRODUCTION AND THE ADA MANDATES

Federal law mandates the accessibility of Town of Erie sites. Pursuant to that, the Town of Erie retained WT Group AEC, LLC (WTG) in 2022. Our scope included:

- Access audits of all existing parks, facilities, and trails
- Access audits of right-of-way assets (sidewalks, transit stops, curb ramps, crossings);
- Site reports for parks, facilities, trails, transit stops, and crossings after the audits;
- Mapping dataset for sidewalks and curb ramps after the audits;
- Three community engagement events to identify retrofit priorities in the eyes of the public;
- A transition plan that phases retrofit work;
- A review of Town programs and policies;
- Consulting with Town staff regarding website accessibility;
- A task tracker to manage the transition plan following the project completion; and
- Preparing and presenting a Final Report to Town leadership.

This report is a summary of our findings and recommendations to make the Town of Erie more accessible to people with disabilities. The details and specific recommendations are in the site reports. This report includes advice that meets the federal requirements and incorporates smart practices.

The Town cannot implement all Transition Plan recommendations at once. We suggest a phased approach to retrofits. This report offers a gradual approach to our recommendations. We start by reviewing the requirements of the Americans with Disabilities Act and how those apply to Town of Erie facilities, parks, and right-of-way assets.

What are the Americans with Disabilities Act General Mandates?

The Americans with Disabilities Act (ADA) is a comprehensive federal civil rights law. It prohibits discrimination on the basis of disability. Effective January 26, 1992, Congress amended it only once, in 2008. The ADA has three principal titles. Title II applies to the Town of Erie and the 89,000 other units of state and local government across the country, and it requires the Town to make parks, facilities, right-of-way assets, policies, communications, and programs accessible to and usable by people with disabilities.

Another portion of the ADA prohibits discrimination by the Town of Erie as an employer (title I). Additionally, title III prohibits businesses and nonprofits from discrimination on the basis of disability.

The subject of this report includes all Town sites. We focus primarily on public-facing spaces. The Town may also have relationships with other entities, and when an entity uses or benefits from the use of Town property or resources, the entity is strictly prohibited from discrimination on the basis of disability. The ADA is to be broadly interpreted. In this section of the final report, we will define ADA terms and review the:

- ADA administrative requirements for the Town;
- Ways in which the ADA applies to new design and construction;
- ADA requirements for existing facilities;

- ADA Transition Plan requirement;
- ADA requirements for Town of Erie public-facing policies;
- ADA requirements for Town of Erie programs;
- ADA requirements for Town of Erie communications; and
- A review of the limitations on the accessibility requirements, including technical infeasibility and the concepts of undue burden.

What Are the ADA Administrative Requirements?

The US Department of Justice (DOJ) published the title II implementing regulation in 1991, and it became effective on January 26, 1992. It has been amended once, and those changes became effective March 15, 2011. The current DOJ title II regulation is here.

The Town faces many administrative requirements under title II of the ADA. In this section of the report, we will describe and review five key administrative requirements.

35.106 Notice Requirement: the Town must make its citizens aware of the "…protections against discrimination assured them…" by the ADA. In doing so, the Town must provide information about how parks, facilities, programs, policies, and communications are affected by the ADA. **We recommend the Town do so in a way that is inviting and appealing. This should also be consistent with the way the Town communicates with the public. Or, modify the statement below and use it as Notice Language.**

The Town of Erie invites persons of all abilities to Erie places, parks, facilities, programs, and services. For more information about how the Town of Erie welcomes people with disabilities, reach our ADA Coordinator at xxxxxxx@erieco.gov.

35.107(a) Designation of Responsible Employee: The Town must appoint at least one employee "…to coordinate its efforts to comply with and carry out…" its obligations under the ADA. Known as the ADA Coordinator, this employee investigates complaints regarding noncompliance and coordinates overall ADA implementation. Currently, the Risk and ADA Manager receives all requests for modifications. **We recommend the Town continue to identify Lori Wisner as the ADA Coordinator. We further recommend the Risk & ADA Manager (ADA Coordinator) become a Certified ADA Coordinator.**

35.107(b) Complaint Procedure: The Town must have a process by which disputes regarding accessibility at sites, effective communications, and inclusion in programs and services can result in "…prompt and effective resolution…" DOJ calls this a "grievance procedure". We recommend that the Town change the way it refers to this process. Naming this a grievance process makes it appear to be adversarial. It need not be, and in fact, many believe that a more positive approach yields "prompt and effective resolution" in a much more customer-friendly way. **We have provided the Town with an Access and Inclusion Solutions Process that meets the title II requirements.**

35.130(b)(7) Reasonable Modifications: The Town must make reasonable modifications that enable access to programs and facilities when so requested by a person with a disability, unless doing so creates an undue burden. The statute and the DOJ regulation identify many actions or processes that are a reasonable modification. In addition, court decisions and DOJ settlement agreements help further define the term and the limits on the concept of reasonable modification. The DOJ ADA website is a good source of information on this subject at www.ada.gov. We have broad experience with this topic as implementers of the ADA and consultants.

35.150(a)(3) Writing Requirement: The Town, whenever it denies a request for a reasonable modification, must create a writing. This is a mandate once it is determined by Town staff that a request would create an undue burden. Importantly, the writing is to be signed by "…the head of the entity or his or her designee…" In making this decision, the entity is to consider "…all resources available for use in the funding and operation of the service, program, or activity…" **We recommend that the Town Council delegate this authority to the Town Administrator**, and authorize the Town Administrator to delegate that authority to department or program heads as appropriate. We also recommend that the Town keep the writings together for ease of access and analysis. These have great risk management value and can forecast requests the Town receives.

What Are the ADA Requirements for New Design and Construction?

Many of the ADA requirements are open to some interpretation regarding compliance. There is, however, one crystal-clear requirement: all new design and construction must comply with the federal 2010 Standards for Accessible Design and any State of Colorado requirements that are more stringent from an access perspective. The DOJ regulation at section 35.151 establishes this requirement, permitting a variance only if it is "structurally impracticable" to comply fully with the Standards.

Experts estimate that design and construction for ADA compliance adds not more than 1% to facility cost. For Erie, all designers and contractors, both internal and external, must comply with this mandate. Plan review and effective project management by Town staff ensure that designs and ongoing construction comply. The investment of human resources towards this goal is less costly than returning to new sites to correct design or construction errors.

New design and construction include alterations and additions; therefore, alterations and additions must adhere to the 2010 Standards. The DOJ title II regulation, at 35.151(b)(4), establishes a requirement that when alterations or additions occur at an existing Town facility, a "path of travel" is required to connect the accessible elements of the existing facility with accessible elements in the altered area or addition. In preparing the regulation, DOJ recognized the inequity of a result whereby the accessibility portion of an alteration or addition, the path of travel, could require more fiscal resources than the alteration or addition. The regulation, therefore, introduces the concept of disproportionality, which permits the Town to limit the path of travel costs to 20% of the cost of a project.

Three clarifications are necessary regarding the concept of disproportionality.

First, the Town *may* elect to apply the concept of disproportionality; it is not required to do so. If the Town wishes to make the path of travel cap higher, for example, 30%, it may do so. The ADA sets the floor, not the ceiling.

Second, the path of travel must be applied when the alteration or addition is to a primary function area. A primary function area is "…a major activity for which the facility is intended." Examples in the title II regulation include "…the dining area of a cafeteria, the meeting rooms in a conference center, as well as offices and other work areas in which the activities of the public entity using the facility are carried out." We would add other examples pertinent to the Town sites. These include:

- Playground surfaces and playground components at Town playgrounds; and
- Bleachers at baseball fields.

Third, some work at an alteration or addition is simply maintenance, and the cost of that work may be deducted from the determination of the cost of the alteration or addition, thereby affecting the amount necessary to meet the 20% disproportionality test. At many sites, these non-alteration costs are very small. In a world where every Town of Erie penny counts, it is appropriate to apply the concept of disproportionality properly.

Access requirements for new design and construction are important in the context of the Town Capital Improvement Plan (CIP). CIP designers and contractors must meet or exceed federal and state requirements.

What Are the ADA Requirements for Existing Facilities?

The title II requirements for existing facilities begin with a requirement that the **programs** within those facilities and sites are what is to be made accessible. DOJ title II at 35.149 clearly states that "…no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity."

The term "program" is to be broadly interpreted. For the Town, a program is an opportunity made available to the public. Swimming is a program. Making public comment at a Town Council meeting is a program. Sports fields are a program. Playgrounds are a program. Having picnic tables in a park is a program. Sidewalks are a program. Staffing and conducting recreation activities during the summer or afterschool is a program.

Think broadly here, and understand that a program is not just an organized activity for which one registers, pays a fee, and participates. In applying title II, it is a violation of the ADA if a person with a disability cannot access a Town program because the facility in which the program is located is inaccessible.

Title II at 35.150 guides the Town in making existing facilities accessible. It requires the Town to view that program "…in its entirety…" at 35.150(a). This means that all of the locations of a program, e.g., every Town playground, must be viewed before determining which ones will be made accessible and which will be left as is until next altered or replaced.

The statement above is made clear at 35.150(a)(1), where the Town is told by DOJ that these requirements do not "…necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities…". However, that assumes that other Town sites with the same "program" are indeed accessible. Making a program accessible does not always require making a facility accessible. DOJ explains this at title II

35.150(b), where it reviews some of the methods to make a program accessible. The non-structural methods should always be considered. Though they may be impractical to implement, they are an important tool for the Town. The non-structural methods include, but are not limited to:

- Relocating a program from an inaccessible site to a site that is accessible;
- Providing a program at two or more sites, one of which is not accessible and at least one of which is accessible;
- Redesign or acquisition of equipment to make program participation possible;
- Bringing the program to the person with a disability by making home visits;
- Construction of new accessible facilities to house the program; and
- Providing extra staff to facilitate interaction by program beneficiaries.

Elsewhere in title II, the Town is required to make changes to rules and policies as well. These nonstructural alternatives may be effective in making a program accessible. However, when nonstructural alternatives are not effective in making the program accessible, 35.150(b) requires the Town to alter existing parks, facilities, sidewalks, and assets, and when doing so, to treat the alteration as new work and comply with title II 35.151.

The Town must also give the highest priority "…to those methods that offer services, programs, and activities…in the most integrated setting". We review this mandate elsewhere in this report. The Town must also disperse the accessible programs that are to be retrofit. For example, all accessible playgrounds cannot be located in one neighborhood of the Town.

The 2011 title II regulation amendments introduced the concept of **safe harbor** for the Town and other state and local governments at 35.150(b)(2). If the Town designed and constructed an asset before March 15, 2012, and complied with the 1991 Standards for Accessible Design, it cannot be penalized if the Standards change at a later date.

An example of safe harbor is the reach range requirement. In the 1991 Standards, reach range could be as high as 54" above the finished floor (AFF) if a side approach was used and only 48" AFF if a forward approach was used. In the 2010 Standards, because of confusion about forward reach and side reach, the maximum reach range was simply reduced to 48" AFF. The safe harbor concept applies here, and at Town facilities designed and constructed before March 15, 2012, where a proper side reach can be used, an operating mechanism can be as high as 54" AFF. However, if that operating mechanism is at 55" AFF, it failed to meet the 1991 Standards and must be retrofit to meet the 2010 Standards maximum of 48" AFF.

It is important to note that many Town assets were not addressed by the 1991 Standards and were only addressed later in the 2010 Standards. That includes playgrounds, sports fields, and sports courts, to name a few. As such, the concept of safe harbor cannot apply to these assets, and the program access test reviewed earlier in this section rules. As an example, playgrounds, but not necessarily all playgrounds, must be accessible. See our discussion regarding the transition plan for more details.

What is the ADA Transition Plan Requirement?

The title II regulation, at 35.150(c) and 35.150(d), makes clear the Transition Plan requirements. A transition plan is a phased order of retrofit for all existing parks and facilities. At 35.150(d), the requirements are:

- Describe the deficits at every Town asset;
- Describe a solution for each deficit, or if it is to be left as is, describe why;
- Specify the year or the date or phase in which the retrofit will occur; and
- Name the Town official responsible for assuring compliance.

No Town plan can be effective, however, without cost references or estimates. The Transition Plan includes cost references for planning purposes to enable effective planning for the retrofits that will occur.

It is important that the Town understand the guidance as to by what date it must complete all retrofits. The title II regulation, at 35.150(c), discussing the time period for compliance, offers this guidance:

> "Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of January 26, 1992, but in any event as expeditiously as possible."

To suggest that this is not helpful guidance to the Town is an understatement for several reasons.

First, the ADA became effective on January 26, 1992.

Second, it would be impossible for the Town to have made all of the necessary retrofits by January 26, 1995. In fact, it would be impossible for the Town to make all retrofits that are necessary during any three-year period.

Third, when the DOJ amended the title II regulation, it became effective on March 15, 2011, this language was not updated with a new compliance date.

Fourth, when the 2010 Standards were published and included for the first time certain types of recreation assets, there was no change to the completion date of 1995.

The Town can draw guidance from the statement above by acknowledging that retrofits will occur as soon as possible. This requires a balancing of Town resources, integration of Transition Plan retrofits with CIP activity, and making Transition Plan work a higher priority than discretionary development and acquisition.

Regarding parks and facilities, there is other guidance by DOJ. If there is only one of a type of asset, it must be made accessible. If there are numerous assets of the same or similar type, such as playgrounds and sports fields, ***not necessarily all must be retrofit to be accessible***.

When the issue of recurring assets arises, DOJ does not specify a ratio or percentage that must be accessible. ***Our work in preparing transition plan recommendations relies on making a minimum of one of every three recurring assets accessible and dispersing accessible assets throughout the Town***. This ensures that no matter where a resident is, some Town assets are nearby and accessible.

Lastly, title II at 35.150(d)(a) requires the Town to provide an opportunity for the public to participate in the development of the transition plan. The Town conducted two public feedback sessions on March 12, 2025. This is discussed in more detail later in this report.

What Are the ADA Requirements for the Town Communications?

The title II regulation, at 35.160, requires that Town communications to the public with disabilities must be "as effective" as communications to those without disabilities. People with certain health conditions such as deafness or impaired vision may not be able to ascertain the message. People with a cognitive impairment may not understand the message. People with physical disabilities that limit their ability to use a mouse or keyboard may not be able to get the cursor to the content on the website.

More and more local governments were using their websites for communication with the public as well as with employees. The broad requirements apply to the Town website, letters, contracts, aural communication that occurs at a Council meeting, emails, phone calls, and more. In recognition of this, the State of Colorado and DOJ has adopted new regulations for websites and applications used by local governments. Statewide, HB21-110 requires the Town to meet website accessibility requirements that are more stringent than the federal standard. To ensure compliance, this project included a web review for compliance with the state code.

What Are the ADA Limitations? Technical Infeasibility and Undue Burden

Title II does impose some restraint on the making of reasonable modifications, removal of architectural barriers, and making communications accessible. DOJ expects that these restraints will be implemented as an exception, rather than the rule.

In the 2010 Standards, technical infeasibility is defined within section 106.5 Defined Terms. The Town need not make retrofits when doing so is technically infeasible. Again, recognizing that the ADA sets a floor and not the ceiling, the Town can choose to make the retrofit. The Town may deem a retrofit to an existing facility as technically infeasible when it meets the conditions described below:

> "With respect to an alteration of a building or a facility, something that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements."

Title II also defines undue burden. The concept of undue burden typically includes three elements: undue administrative burden, undue economic burden, and fundamental alteration. DOJ requires at 35.130(a)(3) that the Town bears the burden of demonstrating that denial of a request by a person with a disability rises to the level of one of these three conditions.

Each is cited and discussed below.

35.150(a)(3) Undue Administrative Burden: DOJ and the US Congress recognized that there may be circumstances in which a small local government, will find it difficult to administratively obtain the personnel, devices, and processes by which it can make reasonable modifications. This circumstance may be hard to show in the Town, as it is likely another jurisdiction, nonprofit, or business may have addressed and resolved the request related to disability faced by the Town.

35.150(a)(3) Undue Financial Burden: DOJ and the US Congress recognized that there may be circumstances in which a local government will find it difficult to provide the fiscal resources to make a modification or to remove barriers. DOJ guidance requires that the entire Town budget be considered before the Town claims Undue Financial Burden. For example, if a modification for a child with a physical disability will require the creation of a firm and stable accessible route to a playground, the Town must consider operating and capital budget unexpended resources in determining whether it can grant this request for modification. The Town 2026 budget exceeds $250,000,000. It will be difficult to show undue economic burden.

As an important note, Town staff must apply the correct approach. Often, staff will consider only the budget they control in making decisions about Undue Financial Burden. That is not the correct approach. If a Town employee takes a job at another agency, and there are $10,000 in salary savings due to that departure, it is the burden of the Town to show why that $10,000 could not be allocated to the accessible route example above.

35.130(b)(7) Fundamental Alteration in Nature of the Service, Program, or Activity: DOJ and Congress recognized that a circumstance may arise where a local government will find it difficult to provide the requested modification based on disability because in doing so the fundamental nature of the service, program, or activity will be changed. As an example, sand volleyball is very popular. However, a person using a wheelchair will be unable to negotiate the sand surface in a sand volleyball court. If he or she requests a modification, such as replacing the sand with a hard surface court (wood, asphalt, concrete, etc.), the Town ***could*** do so, as the engineering is not complex. Were that to happen, however, the very nature of sand volleyball would be changed.

These same concepts apply to Town communications. These must be as effective for people with communication impairments as are communications for people without disabilities. Language identical to 35.150(a)(3) and 35.130(b)(7) is found at title II 35.164.

A GUIDE TO THIS REPORT

There are more than 2,700 access deficits identified in the 27 Park, Facility, and Trail site reports. The ADA requires that the access audit identify every access deficit at **every** site. For each deficit, a solution must be identified. The Town does **not necessarily have to make every site accessible**. The Town **does** have to make every program it conducts within its sites accessible.

In this report, we identify some broad solutions, such as refreshing all accessible parking, as a way to address issues identified in the site reports, and as a way for the Town to better manage compliance. This provides flexibility within compliance efforts, allowing the Town to move resources for optimal impact. We offer these systemic changes as a complement to a

site-by-site approach. The Town will determine how to proceed, and many local governments apply a hybrid of a systemic and site-by-site approach.

The scope of our work does not include the design of a solution. Our recommendations are performance-based. For example, if a parking stall at the Town Hall needs to be made accessible by having the proper striping and signage, we will make that recommendation and will note the dimensions and sign type. The design of a solution is a task for the Town staff or contractors.

We recommend the following to facilitate review:

First, **read this Report**. It provides a "big picture" review of the issues and solutions.

Second, read the 27 site reports. View the reports digitally for the best experience.

Third, use your knowledge of the sites and expertise of the Town staff. You know Town sites better than we do. Blend in what you know with what we recommend in the report. There are many ways to solve access problems, and the successful solution may be one you define.

COMMON PARK AND FACILITY ISSUES

In our work, some issues arose that complement the recommendations in the specific site reports. Below includes many of the common issues observed throughout Town of Erie sites.

Maintenance

The Town uses a conscientious staff to maintain its parks and facilities. However, over time, every site yields to wear and tear. The recommendations below describe ways in which attention to maintenance can specifically address some access deficits.

1. **Provide training** to maintenance staff regarding the features of an accessible route and how to ensure that it remains unobstructed so that park amenities, e.g., garbage cans or signs, are placed adjacent to the accessible route.

2. **Add door closer checks** to park maintenance staff checklists, and record observations on a regular basis. When too much force is required to open a door, adjust the closer.

3. **Purchase some new tools**. The Town needs battery-powered 2' digital levels, and tools to measure pounds of force that are designed for this purpose. Do not use 4' digital levels. These tools can be assigned to staff for scheduled spot checks.

Changes in Level and Gaps

The paths that make up the Town network of accessible routes are in fair condition. Wear and tear, settling, weather, and other factors combine to cause changes in level and gaps along portions of those accessible routes, making that portion noncompliant and a barrier to many visitors with physical and sensory disabilities. Removing changes in level and gaps has a significant universal design benefit too, as more people with all types of conditions can

more easily use the Town routes, such as staff pushing carts of supplies, parents with children in strollers, and people using an assistive device such as a wheelchair or walker.

4. **Add** a change in level of more than .25" **to maintenance safety checklists**. This will help identify and correct these problems before they expand. Make or buy pre-measured shims and distribute to employees for their use and ease of measurement.

5. **Add inspections for gaps** of greater than .5" **to maintenance safety checklists**. Identify and fill these gaps before they expand. **In the alternative, consider resurfacing segments of deteriorated asphalt routes**.

6. **Eliminate changes in level**. Severe changes in level are also safety issues. Therefore, make changes in level of greater than .75" the highest priority. Make changes in level of between .5" and .75" the second priority. Make beveling of changes in level of .25" to .5" the third priority.

7. **Consider acquiring or contracting for a grinder.** If the Town lacks a concrete grinder, it should consider acquiring or contracting for one.

Obstructed Accessible Routes

Staff **may** see an accessible route as an empty 36" wide space where a garbage fits perfectly. However, that placement would block or obstruct the required accessible route.

8. **Provide training to maintenance and facility staff** regarding the maintenance of accessible routes in Town facilities.

Accessible Parking

The Town maintains many public parking spaces. It is common to see barriers in parking, and the audits revealed many deficits in parking. The ratio of accessible stalls to all stalls applies to every individual parking lot. See our site reports for details.

9. **Create a parking stall template**. A suggested template is below.

Parking Stall Dimensions

Stalls are a minimum of 8' wide. An adjacent access aisle must also be a minimum of 5' wide. The access aisle can be shared by two accessible stalls.

The collection of signs must include the International Symbol for Accessibility. Federal settlement agreements require a second sign that says VAN ACCESSIBLE on at least one stall. This stall must be 11' wide with a 5' access aisle. An acceptable alternate is 8' and 8'.

Finally, the bottom edge of the lowest parking sign is a minimum of 60" above the finished grade. We suggest that the signpost be centered at the head of the accessible stall, and we suggest that the curb cut and detectable warning run the distance of the access aisle.

The most common deficit at Town parks and facilities is the slope in accessible parking stalls and access aisles. The Standards limit the slope to not more than 2.08% in any direction.

Connection to the Accessible Route

The access aisles should connect to an accessible route. The maximum running slope for the accessible route is 5%, and to account for heaving and settling, we recommend 4%. The maximum cross slope is 2.08%. To account for field errors, we recommend 1.7%.

Passenger Loading Zone

The loading zone must have an access aisle adjacent and parallel to vehicle pull-up space. The loading zone access aisle must be a minimum of 60" wide and 20' long.

10. **Develop a plan to correct or refresh every accessible stall** at every Town site. Incorporate this task into other plans that require parking lot repair, restriping, or resurfacing.

Running Slope and Cross Slope

There are many instances of running and cross slopes steeper than permitted. At some sites, this was a minimal issue, but at other sites, it was a significant variance. This condition naturally occurs when concrete settles, or when connections between new and old routes are off by fractions of an inch.

11. **Revise standard specifications and details** so that in new construction and alterations, the slope of the AR shall not exceed 1:21, or 4.7%, as opposed to 1:20, or 5%. This allows room for field error.

12. **Revise standard specifications and details** so that in new construction and alterations, the ramp slope shall not exceed 1:13, or 7.7%, as opposed to 1:12, or 8.33%. This allows room for field error. It also makes ramps easier to use for everyone, not just people with disabilities. This universal design approach is also a risk management tool.

13. **Revise standard specifications and details** so that in new construction or alterations, the cross slope shall be an integral part of the project and shall not exceed 2% or 1:50.

Door Opening Force Requirements

Town facilities have many doors. Many have closer mechanisms. Some of these need adjustment to bring the pounds of force (# push) necessary into compliance (5# push for interior doors and, as a smart practice, 8.5# push for exterior doors). However, some of the closers are just old. The wear and tear of 20 or more years erodes the closer effectiveness.

14. **Evaluate and determine the age of door closers.**

15. **Add door closer maintenance checks** to safety checklists in and for closers with 10 years of service or less, aggressively maintain them for effectiveness.

16. **Purchase and install new door closers** for all exterior doors (with closers 20 years old or more) and 50% of interior doors as soon as is possible.

17. **Purchase and install** new door closers for all remaining interior doors (with closers 20 years old or more) as soon as is possible.

18. **Consider acquiring, installing, and maintaining** power-assisted door openers for Town facilities with heavy consumer traffic.

Signage

Town signs serve several purposes. First, signs assist wayfinding in large sites such as Erie Community Park. Second, signs identify important permanent elements of facilities, such as restrooms. Third, signs facilitate access by people with vision and physical limitations.

The 2010 Standards treat two types of signs differently. Signs for permanent spaces, such as a bathroom, must be in both Grade 2 Braille and raised lettering. Signs that are directional or informational only require visual lettering of a certain size. Be certain to incorporate these approaches into signs in buildings and sites operated by the Town.

19. **Create a sign template for use by the Town**, and describe where and in what facilities signs will be used. The template could include the size of the sign, mounting height, mounting location, size of characters, space between characters, contrast between characters and background, icons or symbols used in the signs, Town information (name of facility, phone number, main office number?), and more.

20. **Implement signage template and refresh** Town signs.

Bathrooms

Bathrooms are an essential part of a visit to a Town site. Many Erie activities rely on one of the oldest designs known to us. Making those facilities accessible is tremendously important.

21. **Develop a bathroom template**. Confirm it with the State of Colorado. This is a list of criteria for restrooms, not a design template. Be sure to include temporary facilities such as portable toilets in the template. The template should address single and multi-use restrooms, the toilet, grab bars, items in the stall such as toilet paper and hooks, the stall, operating mechanisms, mirrors, sinks, hand towels, and more.

22. **Include bathroom renovations** at facilities in the Town Capital Improvement Plan.

23. **Consider the use of automatic flush controls**. These have environmental benefits and are a great way to eliminate some accessibility problems.

24. **In the interim, implement simpler modifications recommended in the site reports,** such as lowering mirrors, remounting grab bars, changing the height of toilets and urinals, installing compliant stall hardware, and so forth. These less costly changes on a site-by-site basis will serve your customers well until resources are available to renovate restrooms on a comprehensive scale.

25. **If the Town provides portable toilets at a site, it must make at least one portable toilet accessible**. Where portable toilets are provided, an accessible portable toilet must also be available and must be served by **an accessible route**.

The most common deficits across park and facility restrooms include grab bar mount or sizing errors, sinks lacking insulation, and incorrect mirror mounting height. Use our report recommendations, and require compliance design, construction, and maintenance staff, vendors, user groups, and concessionaires.

Publications and Online Information

The use of the Town website is an important tool for residents. The Town should also use it to communicate about access to programs. Create an icon for access and use it to mark assets that are compliant at the Town sites, such as picnic areas or playgrounds. It can also be used to note where future access work will occur.

26. **Update print material parks and facilities** information to reflect Town plans regarding access, and to note which sites are accessible or will be made accessible.

27. **Update website** information to reflect Town plans regarding access, and to note which sites are accessible or will be made accessible.

Unique Sites

Certain amenities at Town sites may be unique, such as the Community Center. This raises the bar on the expectation of access at this site. For Erie Community Center, the Town must work annually to correct access deficits. It can do so through existing capital plans or by following our recommendations in the site reports for specific retrofit work.

PARK AND FACILITY PROGRAM ACCESS TEST

The US DOJ test for existing facilities is the “program access test”. A “program” is an opportunity made available by the Town. It can be as diverse as eating a sandwich at a picnic table at Coal Creek Park, enjoying a playground at a Coal Miner Park, volunteering at the Food Pantry, and attending a Town Council meeting to make public comment. Importantly, this section notes that a “...public entity is not required to make structural changes in existing facilities...” when any other method, such as those noted above, is effective. This is discussed in detail earlier in the report.

Another element of the program access test is dispersion. For example, the Town currently has 17 playgrounds. The Town must disperse those that it will make accessible so that accessible playgrounds are available to all residents.

What is the right number, or ratio of accessible to inaccessible, for recurring assets? That is an unknown today. DOJ has not, and likely never will, establish a ratio or percentage. We do know that DOJ guidance indicates that unique or infrequently occurring assets should have a higher priority for retrofit than frequently occurring assets. We recommend that the Town make a minimum of one of three recurring sites accessible. Additionally, the Town shall make unique sites accessible unless doing so is technically infeasible.

The program access test for the Town and other units of state and local government is much more complex than the approach to existing facilities that a business or nonprofit may take. Federal District Courts, DOJ, the Department of Interior, state courts, and state enforcement agencies have accepted our approach of one of three. It is an effective approach and allows the Town to optimize resources and make sites accessible to residents.

The concept of technical infeasibility is an important exception. The US DOJ 2010 Standards for Accessible Design note that when meeting the technical requirements, if the movement of a load-bearing wall or element is required, technical infeasibility may arise. The Town need not make alterations at a site when it is technically infeasible to do so.

In the subsequent discussions regarding playgrounds, trails, and other park assets, we apply our interpretation of the program access test. We note that this is a summary. For the detailed retrofit recommendations, see the individual site reports. For each asset category, we note whether we believe the asset is accessible, whether the asset should be retrofit for access, or whether the asset should be left as is and inaccessible because the asset category satisfies the program access test.

We take no position as to whether the Town has a number of assets in a category, such as tennis courts, that is adequate to the demand for tennis in Erie. That is not within our scope.

Playgrounds

The **minimum required** of the Town by title II of the ADA is that the "program" of playgrounds be accessible to residents. This is measured by the "program access test" described in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing playgrounds must be accessible. Treat this as a planning exercise and aim for one of three playgrounds to be made accessible.

The American Society for Testing and Materials (ASTM) establishes standards, and the ADA adopted ASTM standards for playground surfaces. Therefore, playground surfaces must meet two requirements: accessibility (ASTM F1951), and impact attenuation (ASTM F1292). These certifications ***must*** be provided to the Town by vendors that sell playground surfaces.

The Town was unable to provide ASTM certifications for the play surfacing used at many play areas. This impaired our ability to verify compliance. We recommend obtaining the ASTM F1292 and the ASTM 1951 certifications for current and future play areas. Below, , play areas lacking verification are asterisked, and we have also added a notation.

Aside from limitations related to verification of accessible surfacing, all Town of Erie playgrounds met compliance requirements at the time of audit, with minimal corrections to maintenance and accessible routes. The Town must prioritize making all play areas designed, constructed, or altered after March 15, 2012, a priority due to the new construction requirement. The Town may consider maintaining all play areas to remain accessible, but a minimum, should prioritize three of the seven 2-12 designated play areas, three of eight 5-12 designated play areas, and at least one of two 2-5 designated play areas.

1. **Maintain and make minor corrections** cited in the report so the playgrounds below **remain** accessible:
   - **Arapahoe Ridge Park (2-12)**
   - **Coal Creek Park (5-12)***
   - **Country Fields Park (2-5, 5-12)***
   - **Erie Community Park (2-12, 2-12, 2-12, 5-12)***
   - **Lehigh Park (5-12)**
   - **Longs Peak Park (2-12)***
   - **Reliance Park (5-12)***

Only Arapahoe Ridge Park and Lehigh Park had the required certifications ensuring ASTM compliance.

2. **Leave as is** the playground at the following site, until next altered:

   - **Clayton Park (5-12)***
   - **Coal Miner Park (2-12)***
   - **Crescent Park (5-12)***
   - **Serene Park (2-12, 5-12)***
   - **Star Meadows Park (2-5)***

   None of these sites had the required certifications ensuring ASTM compliance.

3. **Advertise the accessible playgrounds** in the Town website and publications. This is an important way to make the public aware of opportunities, and complies with the section 35.106 notice requirement in the title II regulation.

4. **Consider the gradual elimination of engineered wood fiber as an impact attenuating playground surface**. For this surface to remain accessible, Town staff must more frequently inspect and maintain the surface. Unitary surfaces such as poured-in-place rubber or interlocking rubber tiles, and the artificial turf surface, are much easier to use for persons with mobility impairments and also meet the required standard for impact attenuation.

5. **In the alternative to the recommendation above, increase maintenance staff hours at each playground with an engineered wood fiber surface**. The four maintenance tasks required for this surface are replenishment, raking to level, watering, and compacting.

Athletic Fields

The **minimum required** of the Town by title II of the ADA is that the "program" of athletic fields be accessible to residents. This is measured by the "program access test" found in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing fields should be accessible. We recommend that a minimum of one field of every three be accessible. We saw eleven athletic fields and one was accessible. **We recommend access to five.**

6. **Maintain and make minor corrections** cited in the report so the field below **remains** accessible:

   - **Columbine Mine Park**

7. **Make corrections** cited in the reports so the fields below become accessible:

   - **Arapahoe Ridge Park (1 of 2 fields)**
   - **Clayton Park (1 of 2 fields)**
   - **Country Fields Park**
   - **Crescent Park**

8. **Leave as is** the fields at the following sites, until next altered:

    - **Arapahoe Ridge Park (1 of 2 fields)**
    - **Clayton Park (1 of 2 fields)**
    - **Erie Community Park (2 of 2 fields)**
    - **Longs Peak Park**
    - **Star Meadows Park**

9. **Advertise the accessible athletic fields** in the Town website and publications.

Tennis Courts

The **minimum required** of the Town by title II of the ADA is that the "program" of tennis be accessible to residents. This is measured by the "program access test" found in section 35.150 of the title II regulation (see 28 CFR Part 35).

We recommend that a minimum of one of every three tennis courts be accessible. We saw five tennis courts and all were accessible with the minor corrections identified in site reports.

10. **Make minor corrections** cited in the reports so the courts below **remain** accessible:

    - **Clayton Park**
    - **Erie Community Park (4)**

11. **Advertise the accessible courts** in the Town website and publications.

Basketball Courts

The **minimum required** of the Town by title II of the ADA is that the "program" of basketball be accessible to residents. This is measured by the "program access test" found in section 35.150 of the title II regulation (see 28 CFR Part 35).

We recommend a minimum of one of every three basketball courts be accessible. We saw five basketball courts, and all are accessible with minor corrections we note in site reports.

12. **Make minor corrections** cited in the reports so the courts below **remain** accessible:

    - **Clayton Park**
    - **Erie Community Park (2)**
    - **Longs Peak Park**
    - **Star Meadows Park**

13. **Advertise the accessible courts** in the Town website and publications.

Baseball Fields

The **minimum required** of the Town by title II of the ADA is that the "program" of baseball be accessible to residents. This is measured by the "program access test" found in section 35.150 of the title II regulation (see 28 CFR Part 35). We recommend that a minimum of one

of every three baseball fields be accessible. We saw 12 baseball fields and two are accessible. **We recommend access to six.**

14. **Make minor corrections** cited in the reports so the fields below **remain** accessible:

    - **Columbine Mine Park**
    - **Reliance Park**

15. **Make corrections** cited in the reports so the fields below become accessible:

    - **Erie Community Park (4)**

16. **Leave as is** the fields at the following sites, until next altered:

    - **Arapahoe Ridge Park**
    - **Clayton Park (2)**
    - **Country Fields Park (2)**
    - **Longs Peak Park**

17. **Advertise the accessible fields** in the Town website and publications.

Picnic Areas and Picnic Shelters

The **minimum required** of the Town by title II of the ADA is that the "program" of picnicking be accessible to residents. This is measured by the "program access test" described in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing shelters or picnic areas should be accessible. We saw 18 shelters and seven picnic areas. Of these, 17 shelters and two picnic areas are accessible. **We recommend no new access.**

Picnic area technical requirements are not yet a final and enforceable standard. The US Access Board offers guidance, and we apply it to Town picnic areas and shelters. However, the US Access Board does not have the authority to establish a Standard, which is a step above the **final guideline** that exists today. We recommend the Town continue as a smart practice to adhere to the Access Board guidance on this matter.

18. **Make corrections** needed to **maintain access** to shelters or picnic areas at:

    - **Clayton Park (Shelter)**
    - **Coal Creek Park (Picnic Area)**
    - **Coal Miner Park (Shelter)**
    - **Columbine Mine Park (Shelter)**
    - **Country Fields Park (Shelter)**
    - **Crescent Park (Shelter)**
    - **Erie Community Park (6 of 6 Shelters)**
    - **Lehigh Park (2 of 2 Shelters)**
    - **Longs Peak Park (Shelter)**
    - **Reliance Park (Shelter)**

- **Serene Park (Shelter)**
- **Star Meadows Park (Shelter and Picnic Area)**

19. Leave as is the shelters and picnic areas at the following sites, until next altered:

- **Arapahoe Ridge Park (Picnic Area)**
- **Clayton Park (Picnic Area)**
- **Coal Miner Park (Picnic Area)**
- **Erie Community Park (2 of 2 Picnic Areas)**
- **Thomas Reservoir (Shelter)**

20. **Advertise accessible pavilions and picnic areas** in the Town website and publications.

Trails Within Parks

There is no federal or Colorado **final and enforceable standard for trails for title II entities**. The US Access Board offered significant guidance, but for many reasons, the US DOJ had not issued guidance as a final and enforceable standard for the Town and all other units of state and local government. We highlight key issues below.

Is there any Federal Guidance Regarding Trails? Yes. The US Access Board published the Architectural Barriers Act Accessibility Guidelines (ABAAS) in 2013 and ABAAS governs trails developed by federal agencies such as Army Corps of Engineers, Forest Service, and National Park Service. As a smart practice, municipalities adhere to the ABAAS standards.

It is clear that some Town assets likely found in a typical park, such as playgrounds, and sports fields, and courts, are subject to the federal final and enforceable 2010 Standards for Accessible Design in each of the 50 states. However, as of this report in 2026, the federal government has not made a final and enforceable standard for viewing areas, trails, picnic areas, beaches, campsites, outdoor recreation access routes, and park furniture such as grills and picnic tables.

Some States Have Acted! Some states have tired of waiting for federal action and adopted guidance for those outdoor recreation assets into their state codes. Those states include Illinois and California. Texas is considering the same action. New Jersey, Massachusetts, Colorado, and other states have adopted more stringent restroom, playground, or website requirements, affecting park assets in those states. This is more likely to be a State issue.

What About Funder Requirements? We also note that some funders, such as the federal government, will require compliance with the ABAAS. This contractual requirement still mandates a newly designed and constructed trail, when federal funds are in use, to meet ABAAS. Failing to follow funder requirements could result in loss of grants, repayment of earlier funds, and ineligibility for future federal funds. Many states also require that when state funds are granted to a Town that the assets developed be accessible.

Must the Town of Erie Retrofit Every Trail? No. In fact, instead of making retrofits, developing a new trail that meets the access requirements may be more effective. Many jurisdictions have used this approach. It saves the resources in a retrofit and applies those

human and fiscal resources to new site development. This approach is allowed in the title II regulation at 35.150(b).

The **minimum required** of the Town by title II of the ADA is that the "program" of each type of trail be accessible to residents. The "program access test" is at section 35.150 of the title II regulation (see 28 CFR Part 35). For similar recurring assets such as trails, title II offers no ratio or percentage as to how many existing trails should be accessible.

We recommend that a minimum of one trail of every three be the goal for accessibility. In advancing towards that goal, it is important to apply the 1019 conditions for exception. The town has two types of trails for residents: trails or walking paths within a park, as well as an estimated 50 miles of trail networks throughout the Town.

Within parks, we saw 12 trails and found eight to be accessible with minor corrections. **We recommend no new access to trails within parks.** The Program Access Park Grid illustrates the areas where we recommend work occur so that every resident is close to an accessible trail.

21. **Maintain and make minor corrections** cited in the reports so the trails within parks below remain accessible:

    - **Coal Creek Park**
    - **Columbine Mine Park**
    - **Country Fields Park**
    - **Crescent Park**
    - **Erie Community Park**
    - **Lehigh Park**
    - **Longs Peak Park**
    - **Serene Park**

22. **Leave as is** the trails within parks at the following sites, until next altered:

    - **Clayton Park**
    - **Star Meadows Park (2)**
    - **Thomas Reservoir**

23. **Advertise the accessible trails within parks** in the Town website and publications.

Spine Trails and Local Trails

In addition to trails within parks, the Town provides 40 to 50 miles of trails by way of its trail network. These are known as spine trails and local trails. The minimum required of the Town by title II of the ADA is that the "program" of each type of trail be accessible to residents. The "program access test" is at section 35.150 of the title II regulation (see 28 CFR Part 35). For similar recurring assets such as trails, title II offers no ratio or percentage as to how many existing trails should be accessible.

Throughout this three-year project, the trail inventory owned by the Town changed. We were not asked to evaluate new trails.

The result is that Town analysis of new trails (which, as it is new construction, must be accessible) should be blended with existing trails. We recommend that the goal be a minimum of one mile of accessible trail for every three miles of trail. This is subject to the 1019 Conditions for Exception for items such as interference with endangered species, naturally occurring steep terrain, and other factors.

24. **Review audit data for spine trails and local trails, and maintain and make minor corrections** cited in the reports so the trail segments deemed accessible with minor corrections and maintenance remain accessible.

25. **Leave as is** the spine trails and local trails cited in the reports where no retrofits are recommended.

26. **Ensure that all newly designed and constructed spine trails and local trails are accessible.**

27. **Advertise the accessible spine trails and local trails** in the Town website and publications.

TRANSITION PLAN FOR PARKS, TRAILS, AND FACILITIES

The Town must have a transition plan per 35.150(d) of the DOJ title II regulation. Here, we have developed a Transition Plan for parks, facilities, and trails. A transition plan should identify the barrier, the corrective work, the date by which the work will occur (in our reports, the Phase), and the person responsible for barrier removal.

The Town should remove barriers as soon as possible. Phasing the work facilitates access and makes the best use of Town resources. Each phase requires a different number of years for implementation. The Town should determine the annual activity within its fiscal years.

DOJ enforcement staff have said at meetings and in settlement agreements that work should have already been underway to identify and remedy access deficits.

We recommend work in three phases. We also note work we believe need ***not*** occur in a category titled Town Option. Should Town plans change, or should other resources become available, the corrective work needed at these sites is known. Finally, we do recommend that some work occur as a smart practice.

We have made cost **references for planning purposes** for the corrective work recommended. We note that these are not estimates and should be used only for planning purposes. The final design, the year in which the work will occur, the relationship with the contractor, and many other factors must be considered before a cost estimate is made.

Our total of all cost references is $40,313,050. We have balanced work through all three phases, and the Town can choose to reorder those recommendations. We describe our phasing below.

- In Phase One, we recommend work in two categories: easy to do with existing staff and fiscal resources (low-hanging fruit), and work completed by the Town since March 15, 2012, if that work was constructed or designed in a way that fails the accessibility

standards. We suggest that completion of this phase requires seven fiscal years. Cost references for Phase One are $1,908,627.

- In Phase Two, we recommend work in areas that are new to the 2010 Standards. This typically includes sports fields and courts, playground surfaces, playground components, and other park assets. We suggest that completion of this phase requires four fiscal years. Cost references for Phase Two are $911,235.

- In Phase Three, we recommend work in areas in two categories: employee spaces and elements where correction is complex or costly. We suggest that completion of this phase requires five fiscal years. Cost references for Phase Three are $1,037,202.

The cost for the first three phases is $3,857,064.

- We do phase some work as Town Option. This is work at a site or element with access deficits where we believe the Town already meets the program access test and needs not make these sites accessible until later altered for another purpose.

  Cost references for Town Option are $18,231,304.

- We identify corrections that are not currently subject to standards, but we refer to them as "smart practices in the column labeled "SP". These corrections, we believe, make your services and assets more accessible and usable by individuals with disabilities.

  Cost references for smart practices are $18,224,682.

COMMUNITY ENGAGEMENT

The ADA requires the Town to provide an opportunity for public feedback in shaping priorities for the transition plan. A total of six public sessions were held throughout the project. Year one community engagement opportunities occurred May 15 and 16, 2023 at the Erie Community Center and focused on parks, trails, and facilities. Year two community engagement opportunities occurred on August 22 and 23, 2024 at the Erie Community Center and focused on right-of-way assets. Year three community engagement opportunities occurred on September 10 and 11, 2025 at the Erie Community Center and Town Hall and encompassed all Town owned parks, trails, facilities, and right-of-way assets. The sessions were sparsely attended and the survey yielded 64 total comments by people with disabilities.

Year two and year three community engagement efforts were complemented by online surveys. The community engagement sessions and the survey aim to identify any access preferences for the order of retrofit.

Sidewalks are addressed with a separate DOJ priority in which sidewalks serving Town, public school, Town, and other state and local government sites have the highest right-of-way priority. That said, Town sidewalks were discussed during community engagement efforts.

During the sessions, there was some attendee interest in prioritizing parks with a concentrated approach, so that one park is fully accessible, before moving to the next sites. There was also some interest in starting with the basics (parking, entries, accessible routes,

and restrooms). With regard to sidewalks, attendees addressed the lack of sidewalks, curb cuts, and crossings on busy roads and in residential areas, as well as timely maintenance of sidewalks during inclement weather. Many attendees request that the Town address right-of-way assets that serve schools be prioritized first.

The surveys slightly aligned with the feedback provided in the sessions. Across both surveys, the need for accessible facilities was identified the most, followed by the need for accessible park features. Following parks and facilities includes improvements to sidewalks and trails. Majority of feedback prefers the Town focus on high-use areas first.

For more information regarding survey analysis, see the following deliverables:

TOWN OF ERIE YEAR TWO COMMUNITY ENGAGEMENT SURVEY REPORT 202501.

TOWN OF ERIE YEAR THREE COMMUNITY ENGAGEMENT SURVEY REPORT 202501.

We urge the Town to continue to seek feedback from the communities of people with disabilities in Erie. An annual survey can help identify preferred retrofits and help the Town meet the perceived needs of residents with disabilities.

COMMON RIGHT-OF-WAY ISSUES

In our work evaluating the Town of Erie sidewalks, curb ramps, crossings, and transit stops, several recurring issues emerged that reinforce the need for a systematic approach to accessibility improvements. Title II, at 35.150(d)(2), establishes the required order in which barriers must be removed.

As such, sidewalks, curb ramps, and crossings that serve municipal facilities, public parks, schools, county and state buildings, and public transit must be retrofit first, followed by pedestrian routes serving places of public accommodation, then places of employment, and lastly “other” areas such as residential neighborhoods or assets that primarily serve private facilities. Within each title II priority category, the severity of the deficit *can* determine the order of retrofit, ensuring that the most hazardous or impassable conditions are addressed first.

Many of these issues align with Public Right-of-Way Accessibility Guidelines (PROWAG) technical requirements, and addressing them will substantially improve safety, usability, and overall access.

As to the cost of right-of-way retrofits, there are too many factors to enable us to offer a cost reference. The cost will be influenced by factors such as the Town relationship with the bidders, the fluctuating cost of concrete and asphalt, the years in which the work occurs, the size and scope of the project, the other right-of-way projects underway that may make prospective bidders pass on the project, the competitiveness of the market, and other factors. That said, if the work were done today, we project a square foot of sidewalk at $122.50.

Changes in Level and Gaps

Between the sidewalk, curb ramp, crossing, and transit stop data, more than 1,390 changes in level and 2,700 gaps were identified. The network of pedestrian access routes shows

widespread deterioration, likely caused by weather, settlement, root heaving, and aging pavement.

These issues create surface discontinuities that exceed PROWAG limits for vertical changes in level and for horizontal openings. Eliminating these defects improves accessibility and benefits all users, including people using wheelchairs, strollers, walkers, and carts.

28. Add inspections for vertical changes in level greater than .25” to the Town’s maintenance checklists to identify and repair hazards early.

29. Add routine inspections for gaps greater than 0.5" and incorporate a repair or replacement protocol before gaps widen.

30. In compliance with title II, prioritize retrofit of changes in level and gaps along pedestrian routes serving municipal facilities, parks, schools, and transit first. The severity of the deficit can determine the order of retrofit **within** each title II category.

31. Consider acquiring or contracting for a concrete grinder to address changes in level efficiently.

Running and Cross Slopes

Many sidewalks, crossings, and curb ramps exceed PROWAG slope limitations, likely due to settlement, construction tolerances, or mismatched paving sections. Excessive slopes significantly impair usability for many individuals with and without disabilities.

32. Revise Town standard specifications so that new and altered pedestrian access routes do not exceed a 4.7% running slope (1:21) to allow field tolerance and long-term settling.

33. Revise curb ramp specifications to a preferred maximum slope of 7.7% (1:13), improving usability and reducing future retrofit needs.

34. Revise cross-slope standards to a maximum of 2% and incorporate enhanced inspection procedures.

35. Prioritize slope-related corrections along pedestrian routes serving municipal operations, parks, schools, state facilities, and transit, as required by title II.

Accessible Pedestrian Signals (APS)

Across signalized intersections, APS installations are frequently missing or incomplete. Missing tactile arrows, lack of locator tones, lack of audible crossing indicators, inaccessible slopes in the clear ground space at pushbuttons, and improper pushbutton spacing limit safe crossing for individuals with blindness or low vision.

36. Develop an APS installation template aligned with PROWAG and the Manual of Uniform Traffic Control Devices (MUTCD), including tactile arrows, locator tones, vibrotactile WALK indications, and compliant pushbutton placement.

37. Require APS clear floor space at all signal locations and add this requirement to annual inspection checklists.

38. Prioritize APS retrofits along pedestrian routes serving municipal buildings, schools, transit stops, parks, and state facilities, consistent with the title II order of retrofit.

Curb Ramp Installation and Alignment

The right-of-way inventory shows a substantial number of noncompliant curb ramps, with 413 curb ramps with major barriers, 813 curb ramps with moderate barriers, and 603 curb ramps with minor barriers, as well as 5 missing curb ramps. Many ramps are misaligned with crosswalks, exceed slope limits, lack detectable warnings, or have abrupt transitions at gutter lines.

39. Adopt a directional curb ramp standard requiring ramps to align with crossing travel paths.

40. Require detectable warnings at every curb ramp, eliminating the 991 missing detectable warnings found in the inventory.

41. Require gutter transition checks to ensure vertical discontinuities do not exceed 0.5".

42. Prioritize curb ramp retrofits, first along title II priority pedestrian routes (municipal, educational, transit, and parks), then along routes to public accommodations, followed by employment sites and residential or “other” areas. Severity of deficit can determine the order of retrofit **within** each category.

Transit Stop Boarding Areas

Every transit stop lacked compliant boarding pads, accessible connections to sidewalks, or firm and stable surfaces. These deficiencies limit access to public transportation and require priority attention under title II.

43. Develop a Transit Stop Detail specifying the 96" × 60" boarding area, cross slope limits, surface materials, and accessible route connection.

44. Retrofit boarding areas at stops serving municipal facilities, schools, and parks first; then those serving public accommodations; then employment centers; and lastly residential zones, consistent with title II requirements.

45. Integrate slope and surface inspections for boarding areas into annual public works and transit partner evaluations.

46. Train transit staff on alternative methods to ensure individuals with disabilities can board, deboard, and access transportation programs.

RIGHT-OF-WAY TRANSITION PLAN

The Town’s public right-of-way assessment included a comprehensive evaluation of approximately 240 miles of sidewalk, 2,248 curb ramps, more than 423 pedestrian street crossings, and 16 transit stops along Arapahoe Road. All features were evaluated against

the 2024 Public Rights-of-Way Accessibility Guidelines (PROWAG) and the regulatory requirements established under title II of the Americans with Disabilities Act (ADA).

The assessment identified significant accessibility deficits across the system, including 27 miles of sidewalk with major barriers, 62 miles with moderate barriers, 75 miles with minor barriers, eight missing curb ramps, and 1369 curb ramps lacking detectable warnings. These findings highlight systemic issues impacting connectivity, safety, and usability throughout the Town.

Title II Right-of-Way Priorities

Title II requires the Town to remove barriers to right-of-way assets in a specific order. This framework guides the Town's recommended sequencing of PROW improvements.

Priority One – Sidewalks and Right-of-Way Assets Serving Municipal Programs and Public Services

Retrofits should begin with sidewalks, curb ramps, and crossings that directly serve:

- Town Hall
- Police Station and Courthouse
- Erie Community Center
- Town of Erie Parks
- Water Reclamation Plant and Water Treatment Plant
- Recreation and Civic Buildings
- Public Schools (Erie High School, Erie Elementary School, Erie Middle School, Soaring Heights PK–8)
- Transit Stops

These locations support governmental programs, essential public services, and daily municipal operations, and therefore require first-tier attention.

Priority Two – Sidewalks and Right-of-Way Assets Serving Public Accommodations and Commercial Corridors

These areas support retail, dining, gathering, and consumer-facing activities. Examples are:

- Downtown Erie, where high pedestrian volumes and aging sidewalks create accessibility challenges.
- Erie Parkway, a major east–west commercial connector that includes a large number of curb ramps and crossings.
- Commercial areas along County Line Road, Village Vista Drive, and Leon A. Wurl Boulevard.

Title II requires these corridors to be addressed after municipal and public-service routes.

Priority Three – Sidewalks and Right-of-Way Assets Serving Employment Centers

These areas include industrial, manufacturing, and office employment zones important to economic activity. Examples include:

- Eclipse Engineering
- Magnum Plastics
- JEM Innovation
- Additional employment facilities north of Erie Parkway and east of County Line Road

While not open to the general public in the same manner as government or commercial spaces, these areas must be addressed as the third priority category.

Priority Four – Residential Areas and All Remaining Sidewalk Segments

Once municipal, commercial, and employment-serving routes are addressed, the final category includes:

- Sidewalks internal to residential subdivisions
- Connections between neighborhoods
- Pathways serving primarily private property
- Any remaining PROW assets not categorized above

These Priority Four areas holds the majority of total sidewalk mileage. These should be addressed after the DOJ higher priority routes are brought into compliance. This grouping has the largest amount of mileage, and can be prioritized by severity after the title II prioritization is applied.

Role of the ArcGIS Dataset and Transition Plan

A core deliverable of this project is the interactive ArcGIS dataset, which consolidates all right-of-way audit data including sidewalks, curb ramps, crossings, and transit stops, into a single platform. The dataset includes title II prioritizations, severity classifications, PROWAG measurements, missing infrastructure, and scan images. Staff can use ArcGIS to visualize deficits spatially, apply filters to isolate priority corridors, connect infrastructure conditions to Town-owned facilities, and sequence projects across multiple years of capital planning.

To complement the geospatial dataset, a Transition Plan table accompanies this report. While the ArcGIS platform serves as the primary operational and mapping tool, the Transition Plan table organizes this same information into a structured, text-based format that supports budgeting, internal coordination, and documentation needs. The table summarizes key attributes such as location, identified deficit, accessibility score, square footage, cost referencing, recommended retrofit, and phasing, but does so at a high level, allowing the ArcGIS system to carry the detailed geometry, measurements, and prioritization logic.

Together, the ArcGIS dataset and the Transition Plan table form the functional backbone of the Town's ADA PROW Transition Plan:

- ArcGIS provides the authoritative, spatially accurate system for tracking assets, visualizing deficiencies, updating field validations, and managing project sequencing.

- The Transition Plan table provides a companion reference that aligns with the dataset and ensures the Town has a clear, maintainable record of barriers and recommended actions.

This paired approach ensures the Town can maintain ADA compliance over time, integrate accessibility into long-range capital planning, and demonstrate a systematic, data-driven method consistent with title II requirements.

FUNDING ACCESS RETROFITS

This section identifies some of the potential funding sources other towns, counties, cities, and local governments have used for accessibility compliance. This is as primer on this topic and is not intended as a comprehensive list.

No Dedicated Federal Source

There is no dedicated source of federal funds for accessibility renovations to existing sites. This will not likely change. Even if change were to occur, federal funding is unpredictable, as we have seen from other federal programs. Certainly, in the current Administration, there is no likelihood of federal funding for compliance costs.

Congressionally Directed Spending

Some of our clients have pursued Congressional funds for access work. Formerly known as earmarks, Congressionally Directed Spending has become a practice the last ten years as both political parties have supported these efforts. This is an opportunity for the Town.

Community Development Block Grant Funds

Several of our clients have acquired federal Community Development Block Grant (CDBG) funds for accessibility renovations at existing sites. CDBG funds often have a scale of priority. It is important to establish accessibility as a priority for CDBG applications.

A CDBG administrator in a presentation in Washington DC remarked it is easier to describe what CDBG funds cannot be used for than to describe what they can be used for, including accessibility. The approach to be taken by this Administration is difficult to predict.

State Grants Programs

Several states, and several of our clients, have successfully pursued state legislation to set aside dedicated state funds that can be used for specific purposes, including access retrofits. To name a few, Illinois, New Jersey, Ohio, Florida, and Texas all have sources of revenue funded in various ways, such as a real estate transfer tax.

While the various states have all at times not fully funded these grant programs, they remain an effective tool for towns regarding site acquisition and development.

State Discretionary Funds

Most state legislatures provide some type of discretionary funding for members of the legislature. In some states, these are relatively small grants of under $50,000. These can be a viable option for a town with good relationships with state legislators.

Private Giving

Some of our clients have successfully sought private gifts for accessibility purposes. The private giving area is subject to fluctuations depending on the economy, political issues, and related fiscal impacts. In our experience, private giving works best when an agency has an employee dedicated to this purpose.

Corporate Giving

Some of our clients have received grants from corporations. These may, for corporate purposes, come from marketing (such as naming rights to a facility) or from community giving. Many corporations have a foundation to manage corporate giving. In our experience, corporate giving works best when an agency has an employee dedicated to this purpose.

Community Foundations and Other Foundations

Community foundations, which operate on a regional basis, have also been involved in accessibility giving. Perhaps the greatest example here is the multi-million dollar Kellogg Foundation project that improved accessibility in Michigan, Ohio, Indiana, Illinois, and other states that bordered the Kellogg headquarters in Michigan.

Other Methods

There are many other methods, some of which a community creates to meet a unique set of circumstances. These include:

- A New Jersey community takes 100% of accessible parking fines and applies those toward recreation for people with disabilities.
- Several Illinois parks and recreation agencies have added a $1 to $10 surcharge to every registration, earmarking the fees generated for access and inclusion expenses.
- Several communities have successfully sought budget increases to address accessibility backlogs, just as they have with maintenance backlogs. Those increases may be general fund allocations, proceeds from successful referenda, or reallocations of under-expended funds originally budgeted for other local government purposes.

Risk Management

Investing in safety saves money by avoiding legal expenses related to injuries on Town properties. The same concept applies here. Investing in ADA compliance saves the Town the cost of staff time and attorneys to defend against ADA lawsuits or administrative complaints. While we do not believe a decision about access should hinge solely on risk management factors, we do recommend that the Town be aware of this factor going forward. ADA enforcement continues to grow and touch more and more communities.
Relief under the ADA is to be injunctive in nature, but the time consumed and cost of litigation can be a great drain on human and fiscal resources.

The General Fund

Another method is to fund retrofits through the General Fund, Corporate Fund, or CIP. Some of the methods discussed earlier in this section help to reduce General Fund reliance. These typically are not a substitute for General Fund support.

IMPLEMENTATION STRATEGIES

Title II of the ADA is relatively straightforward. That said, we offer some suggestions regarding the implementation of the several mandates in the regulation.

1. ***Maintain a strong relationship with disability advisory groups***. Make it a point to seek out and work with local advocacy groups, and seek their feedback on future initiatives. Having a good relationship between the Town and the advocacy groups will help greatly in meeting the ADA mandates and improving the quality of life for all, including those with disabilities.

2. ***Acquire and maintain the*** Certified ADA Coordinator ***credential***. There is no nationwide credential required for ADA implementation. However, a Certified ADA Coordinator will benefit the Town, keeping it current on implementation strategies and smart practices used by other local governments in the United States.

3. ***Identify available sign language interpreters and enter into agreements*** before situations arise where the Town needs such services. Negotiate rates, availability, environments where the work will occur, and so forth.

4. One of the title II requirements for communications produced by the Town ***requires responding to inquiries in the form by which the person inquired***. We also believe that this is the courteous way to respond. Here, if an inquiry to the Town comes as a Braille letter, the response from the Town should also be in Braille.

   We recommend the Town either locate the nearest Braille printer and enter into an arrangement for use, or simply acquire one and have employees learn how to use it. For a review of this topic by the American Foundation for the Blind, visit this site.

5. ***Acquire assistive listening systems***. There are three principal types: inductive loop systems, infrared systems, and FM systems. These devices are helpful for persons with some residual hearing. These devices separate speech from ambient noise and amplify speech.

   People who are deaf or hard of hearing may prefer, for various reasons, one type of device over the others. The National Association of the Deaf has a brief review of the topic here.

6. ***Develop an ongoing series of disability training for employees***. Every day, new products appear on the market, agencies issue new enforcement decisions, and local entities develop and refine strategies for inclusion and access. Keep current on these developments and share this news with the Town staff.

7. ***Require employees to add access and inclusion subject matter to their "diet" of continuing education***. It is important to seek out and attend training events that relate to the work of the employee, and focus on access and inclusion.

8. ***Invest in accessibility*** so that the Town becomes an access destination and a model for other communities.

CONCLUSION

A demographic change is coming, and for some states, it has arrived. By 2030 at the latest, more residents will be older than 65 than under age 18. This has dramatic access implications as the incidence of disability for those older than 65 is 45%, compared to 14% for the general population.

The Town is unique in experience and has a variety of park assets. The skilled staff provides assets that the community wants and enjoys. This report identifies some issues that are typical in a municipal infrastructure and some that are unique to the Town. The Town takes steps towards accessibility every year, and that undoubtedly helps. That said, access work should occur every year during the Transition Plans.

While no one can say with certainty how long the Town can stretch these projects, the Town should make access retrofits an ongoing part of its annual plans and budgets. US Department of Justice officials have said work must be completed as soon as possible.

Be certain to understand that the Town could be forced to accelerate its pace. Making access work a high priority is critical.

Submitted by:

John N. McGovern, JD
Partner, Principal-in-Charge
WT Group AEC, LLC Accessibility Practice

JNM/TAT/TOWN OF ERIE TRANSITION PLAN FINAL REPORT 202501

Town of Erie
Resolution No. 26-007

A Resolution of the Town Council of the Town of Erie Adopting the Americans with Disabilities Act (ADA) Access Audit and Transition Plan

Whereas, the federal government enacted the Americans with Disabilities Act of 1990 (ADA) as a comprehensive federal civil rights law prohibiting discrimination on the basis of disability; and

Whereas, the Town of Erie continually strives to ensure Town programs and services are accessible to everyone by maintaining and promoting facilities, services, and programs that are compliant with the ADA; and

Whereas, the Town of Erie undertook a self-evaluation and access audit of the programs and services offered at Town facilities for the creation of transition plan; and

Whereas, the access audit and transition plan provided the Town with an accurate assessment of the Town's facilities, services, and programs; and

Whereas, Town staff recommends the Town adopt the Access Audit and Transition Plan to assist with future planning for the Town's facilities, services, and programs.

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

Section 1. The Access Audit and Transition Plan are hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney and Town staff are directed to begin implementation of the same.

Adopted this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-14, **Version:** 1

SUBJECT:
A Resolution of the Town Council of the Town of Erie Approving the Distribution of Funding Through the 2026 Grants to Communities Program

DEPARTMENT: Administrative Operations

PRESENTER(S): Meredyth Muth, Director of Administrative Services & Operations
Lee Mathis, Police Chief
David Pasic, Director of Public Works
David Frank, Director of Environmental Services
Brandon Grasmick, Recreation Coordinator Special Events

TIME ESTIMATE: 20 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

Cost as Recommended:	$80,000
Balance Available:	$80,000
Fund	General Fund
Line Item Number:	100-10-110-575140-000000
New Appropriation Required:	No

POLICY ISSUES:
Staff believe the recommended grant allocations reflect the Council adopted priorities of the Grants to Communities program.

STAFF RECOMMENDATION:
Approve the resolution with recommended distribution of funding for the 2026 Grants to Communities Program.

SUMMARY/KEY POINTS

- The Grants to Communities Program provides funding to local non-profit organizations to support projects, programs, and events that benefit Erie and its residents. Information on the program is available on the Grants to Communities <https://www.erieco.gov/974/Grants> page of the Town's website.
- $80,000 is budgeted for the program in 2026.

- The applications were reviewed by a staff committee from Administration, Parks & Recreation, Environmental Services, Public Works, and the Police Department and the members all agree with the recommendation.

BACKGROUND OF SUBJECT MATTER:
For 2026, the application requirements were changed based on Council's direction in August. This included limiting service grants to $12,000 and capping event applications at two per organization and limiting awards to $5,000 for each application.

Staff received applications with requests totaling $195,616. This included 33 applications from 25 organizations. Of the requests, $77,616 was for events and $188,000 was for services.

With only $80,000 available to distribute these were tough decisions. The staff recommendation allocates less for events and more to services, with a particular focus on essential services for lower income residents.

Please note that in some cases the award amounts do not represent the full funding request. However, based on the number of applications and the award criteria, staff believe this list reflects fair and equitable funding.

Request Type	Event/Service Description	Organization	Requested for 2026	Recommended For 2026
Event	Biscuit Day	Erie Historical Society	4,000	4,000
Event	Celebration of Excellence	SVVSD Foundation	5,000	0
Event	Color Wheel Project	T2 Dance Company	3,500	0
Event	Eerie Erie	Erie Optimists	2,000	2,000
Event	Erie Art Festival	Art Circle	5,000	2,000
Event	Erie Fest	BBN	5,000	5,000
Event	Erie Pride	BBN	5,000	5,000
Event	Erie Stories	Motus Theater	5,716	0
Event	Gala	SVVSD Foundation	5,000	0
Event	Garden Tour	COCreate Erie	5,000	0
Event	Homecoming Parade	Erie Optimists	1,000	1,000
Event	Kindness Gala	PLAY Education Foundation	5,000	0
Event	Lotus & Light Celebration	Nepali Jatra	5,000	2,000

Event	Luminary Walk	Soaring Heights PK -8 PTO	5,000	2,000
Event	Music & Emotions	Boulder Philharmonic	1,400	0
Event	Musical Performances	Sister Carmen	5,000	0
Event	Night of Hope	Voice for Children CASA of Boulder County	5,000	0
Event	Sounds of the Sacred South	Samarpana Foundation	5,000	0
	Requested in Events		**77,616**	**23,000**
Service	Book Vending Machine	PLAY Education Foundation	12,000	0
Service	Meals for Homebound Residents	Coal Creek Meals on Wheels	12,000	12,000
Service	College Scholarships	Erie HS Education Foundation	6,000	6,000
Service	College planning for low income, first generation and Foster Care students	Collegiate Crossings	10,000	5,000
Service	Communal Garden	Rejoice Lutheran Church	5,000	0
Service	Food Pantry	Community Food Share	2,000	2,000
Service	Childcare Scholarships for qualifying families	Early Childhood Council of Boulder County	12,000	0
Service	Food Pantry	Erie Community Food Bank	7,500	7,500
Service	Food Assistance	Erie Uplink	9,000	9,000
Service	Connecting families with home health care	Hello Nurze	3,000	3,000
Service	Kindness Project	PLAY Education Foundation	12,000	0
Service	Makerspace	COCreate Erie	12,000	0
Service	Medical Equipment Loans	Erie Rotary	500	500

Service	Adaptive baseball league	Sandlot Baseball League	3,000	0
Service	Direct financial assistance for housing, utilities, transportation and essential services.	Sister Carmen Community Center	12,000	12,000
	Requested in Services		**118,000**	**57,000**
	Total Requests		**195,616**	**80,000**
	Total Amount Available		**80,000**	

Two versions of the approval resolution are included with this item: Option 1 has the staff review team recommended funding amounts; Option 2 has no specific amounts listed and can be used if Council determines to award amounts different than those recommended.

Upon passage of the Council's preferred version of the resolution, staff will begin the process of distributing the funds.

ATTACHMENT(S):

1. Resolution - Option 1
2. Resolution - Option 2

Town of Erie
Resolution No. 26-015

A Resolution of the Town Council of the Town of Erie Approving the Distribution of Funding Through the 2026 Grants to Communities Program

Whereas, the 2026 budget approved funding for the Grants to Communities Program;

Whereas, the Grant Review Committee reviewed all grant applications and has submitted its recommendation to the Town Council; and

Whereas, the Town Council finds it is in the best interest of the Town and public health, safety, and welfare to accept the Grant Review Committee's recommendations.

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

Section 1. The Town Council hereby approves the 2026 Grants to Communities funding to the following Organizations:

Events	
Biscuit Day, Erie Historical Society	4,000
Eerie Erie, Erie Optimists	2,000
Erie Art Festival, Art Circle	2,000
Erie Fest, BBN	5,000
Erie Pride, BBN	5,000
Homecoming Parade, Erie Optimists	1,000
Lotus & Light Celebration, Nepali Jatra	2,000
Luminary Walk, Soaring Heights PK-8 PTO	2,000
Services	
Coal Creek Meals on Wheels	12,000
Erie HS Education Foundation	6,000
Collegiate Crossings	5,000
Community Food Share	2,000
Erie Community Food Bank	7,500
Erie Uplink	9,000
Hello Nurze	3,000
Erie Rotary	500
Sister Carmen Community Center	12,000

Adopted this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town of Erie
Resolution No. 26-015

A Resolution of the Town Council of the Town of Erie Approving the Distribution of Funding Through the 2026 Grants to Communities Program

Whereas, the 2026 budget approved funding for the Grants to Communities Program;

Whereas, the Grant Review Committee reviewed all grant applications and has submitted its recommendation to the Town Council; and

Whereas, the Town Council finds it is in the best interest of the Town and public health, safety, and welfare to approve the Grant allocations.

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

Section 1. The Town Council hereby approves the 2026 Grants to Communities funding to the following Organizations:

Events

Biscuit Day, Erie Historical Society	_____
Celebration of Excellence, SVVSD Foundation	_____
Color Wheel Project, T2 Dance Company	_____
Eerie Erie, Erie Optimists	_____
Erie Art Festival, Art Circle	_____
Erie Fest, BBN	_____
Erie Pride, BBN	_____
Erie Stories, Motus Theater	_____
Gala, SVVSD Foundation	_____
Garden Tour, COCreate Erie	_____
Homecoming Parade, Erie Optimists	_____
Kindness Gala, PLAY Education Foundation	_____
Lotus & Light Celebration, Nepali Jatra	_____
Luminary Walk, Soaring Heights PK-8 PTO	_____
Music & Emotions, Boulder Philharmonic	_____
Musical Performances, Sister Carmen	_____
Night of Hope, Voice for Children CASA of Boulder Cty	_____
Sounds of the Sacred South, Samarpana Foundation	_____

Services

Book Vending Machine, PLAY Education Foundation	_____
Coal Creek Meals on Wheels	_____

Erie HS Education Foundation	_____
Collegiate Crossings	_____
Communal Garden, Rejoice Lutheran Church	_____
Community Food Share	_____
Early Childhood Council of Boulder County	_____
Erie Community Food Bank	_____
Erie Uplink	_____
Hello Nurze	_____
Kindness Project, PLAY Education Foundation	_____
Makerspace, COCreate Erie	_____
Medical Equipment Loans, Erie Rotary	_____
Adaptive Baseball, Sandlot Baseball League	_____
Sister Carmen Community Center	_____

Adopted this 13th day of January, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town Council

Board Meeting Date: 1/13/2026

File #: 2026-60, **Version:** 1

SUBJECT:
EXECUTIVE SESSION: (1) 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 consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); for which a topic cannot be disclosed without compromising the purpose of the executive session; 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)(e) and 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 intergovernmental agreements.

DEPARTMENT: Town Manager's Office

PRESENTER(S):

TIME ESTIMATE: 75 minutes
For time estimate: please put 0 for Consent items.